

No. S-218896
VANCOUVER REGISTRY

ENTERED **IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

ANNE MARIE MACCALLUM

PLAINTIFF

AND:

AIR INDIA LIMITED, SOCIETE INTERNATIONALE DE TELECOMMUNICATIONS
AERONAUTIQUES, AND SITA PASSENGER SERVICE SYSTEM (US) INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

BEFORE } THE HONOURABLE JUSTICE WALKER } 11/APR/2024

ORDER MADE AFTER APPLICATION.

ON THE APPLICATION of the Plaintiff coming on for hearing before the Honourable Justice Walker at the Courthouse at 800 Smithe Street, Vancouver, B.C., on April 11, 2024, on reading the materials filed, including the settlement agreement dated January 5, 2024 ("Settlement Agreement"), and on hearing Alexia Majidi and Serena Cheong for the Plaintiff, Ryan Bernard for the Defendants, Societe Internationale de Telecommunications Aeronautiques and SITA Passenger Service System (Us) Inc., and Paul D. McLean for the Defendant, Air India Limited, and on being advised that the Plaintiff and Defendants consent to this Order.


AND ON HEARING the Plaintiff's submissions and the Defendants taking no position;

THIS COURT ORDERS that:

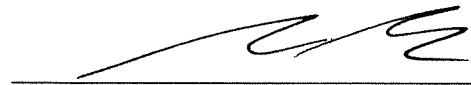
1. The retainer agreement entered into with the representative plaintiff Anne Marie MacCallum is approved under the section 38 of the *Class Proceedings Act*, RSBC 1996, c 50;
2. A fee of 35% of the settlement funds in the amount of \$367,256.62, which includes accrued interest as of March 31, 2024, and applicable taxes is approved and awarded to Hammerco Lawyers LLP, Mathew P. Good Law Corporation, and Evolink Law Group (hereafter "**Class Counsel**") payable as a first charge on the settlement funds;
3. Disbursements of \$18,157.64 are approved and are payable to Class Counsel as a first charge on the settlement funds;
4. Class Counsel's further disbursements for administering the Distribution Protocol, attached as **Schedule "A"**, shall also be paid to Class Counsel as a first charge on the settlement funds;
5. An honourarium of \$1,500 is approved and awarded to the Plaintiff, Anne Marie MacCallum, payable as a first charge on the settlement funds; and

6. The legal fees, disbursements, interest and applicable taxes shall be paid from the settlement funds, pursuant to the terms of the Settlement Agreement.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for the Plaintiff,
Alexia Majidi

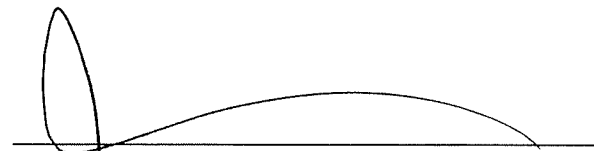


Signature of lawyer for the Defendants,
Societe Internationale de
Telecommunications Aeronautiques and
SITA Passenger Service System (US)
Inc.,
Ryan Bernard

By the Court:



Registrar



Signature of lawyer for the Defendant,
Air India Limited,
Paul D. McLean



Schedule "A"

Distribution Protocol

Part 1: Settlement Structure

1. All definitions as included in paragraph 1 of the Settlement Agreement or otherwise included in the Settlement Agreement as in-line definitions apply to and are incorporated into this Distribution Protocol.
2. This Distribution Protocol is prepared as Schedule B of the Settlement Agreement.
3. After payment of honoraria, fees, disbursements and applicable taxes, the balance of the Settlement Funds will be held in an interest-bearing trust account by Hammerco Lawyers LLP or its successor.
4. Interest earned on the Settlement Funds will accrue to the benefit of the Class, up until the end of the claims process.
5. The Settlement Funds will be available to pay approved claims for compensation in connection with the PSS Incident, in accordance with the Distribution Protocol, Part 2 set out below.
6. It is understood that the Settlement Funds may be insufficient to pay all claims. No additional contributions will be made from any source other than interest earned on the existing Settlement Funds.
7. Class Members may not claim for amounts already reimbursed from any other source.
8. Class Counsel, or a claims administrator appointed by the Court, will administer the Distribution Protocol in accordance with its terms, prioritizing the goals of efficiency and compensation for eligible claims. At their sole discretion, Class Counsel (or the claims administrator) may waive technical requirements under the Distribution Protocol, if necessary, to do justice for Class Members. There will be no appeals or other reconsideration from any determinations made under the Distribution Protocol. Neither Class Counsel, nor the claims administrator will be liable for any decisions or actions taken under the Distribution Protocol.
9. Class Counsel will be entitled to charge the Settlement Funds for expenses associated with administering the Settlement Fund, and the cost of maintaining a dedicated interest-bearing trust account (the "**Expenses**"), including the costs of a claims administrator.

10. After six (6) months from the issuing the notice to Class Members to submit their claims, any remaining balance of the Settlement Funds will be distributed cy-pres in accordance with the Court's settlement approval order.

Part 2: Making a Claim

11. All claims must be received by no later than **July 26, 2024**.
12. Class Members who submit a timely Claim evidencing Canadian residence status as of January or February 2021 (in accordance with paragraph 16 below) and substantiated loss actually and directly caused by the PSS Incident (a "**Substantiated Loss**") will be eligible for a reimbursement of such loss, determined solely by the absolute discretion of Class Counsel.
13. The evidence of Substantiated Loss must be objective, reliable and credible, such as credit card statements, invoices, fraud reports, or receipts of out-of-pocket expenses incurred. Only Class Members' losses and/or expenses actually and directly caused by the PSS data breach will be approved by Class Counsel or the claims administrator in their absolute discretion.
14. Class Members are entitled to submit a claim for the following loss types:

Loss Type		Description of supporting Documentation (What to Provide and Identify and Why)
Unauthorized charges on a Class Members' bank account or credit card	<i>Unreimbursed expenses or losses</i> that directly result from the PSS Incident	Example: Bank statement with unauthorized charges paid <ul style="list-style-type: none">• Must highlight the pertinent charges and• Must provide other documents establishing why these unauthorized charges directly resulted from the PSS Incident

Unauthorized lending	Unreimbursed expenses or losses that directly result from the PSS Incident	Example: Correspondence with lender, credit reporting agency, police, or debt collector showing unauthorized lending in the name of the Class Member
Credit monitoring, credit insurance, identity theft protection	Unreimbursed services paid for by a Class Member to protect their accounts or personal information after hearing about the PSS Incident prior to the date of the Settlement	Example: Credit card statement, bank statement, or invoice from service provider with date and costs paid <ul style="list-style-type: none"> • Must highlight pertinent dates and costs paid and • Must provide other documents establishing why these damages directly resulted from the PSS Incident
Credit reports	Unreimbursed services paid for by a Class Member to protect their accounts or personal information after hearing about the PSS Incident prior to the date of the Settlement	Example: Credit card statement, bank statement, or invoice from service provider with date and costs paid <ul style="list-style-type: none"> • Must highlight pertinent dates and costs paid and • Must provide other documents establishing why these damages directly resulted from the PSS Incident
Other costs, losses and/or unreimbursed expenses not listed above	Other unreimbursed expenses or losses that directly result from the PSS Incident	Example: Sufficient supporting documentation of expenses paid <ul style="list-style-type: none"> • Must highlight all pertinent information

15. Class Members who submit an approved Substantiated Loss claim will also be entitled to receive reimbursement for two (2) hours of lost time ("**Lost Time**"), calculated at a rate of \$20.00 CAD per hour, for each category of approved Substantiated Loss, the whole in addition to any approved compensation for the Substantiated Loss in question.

A claim for Lost Time cannot be submitted without an associated, approved Substantiated Loss.

16. Every claim must be supported by proof of Class Membership in the form of the original breach notification email or the consent certification notification email and/or proof of Canadian residency at the time of the PSS Incident satisfactory to Class Counsel or the claims administrator ("**Proof of Class Membership**"). Class Members should redact all personal information except their full name.
17. Every claim must include the following information:
 - a. Full name
 - b. Contact information (mailing address, email, telephone)
 - c. Proof of Substantiated Loss
 - d. Confirmation that the Substantiated Loss has not previously been reimbursed from another source
 - e. Proof of Class Membership
 - f. Signed and dated.
18. Claims will be submitted electronically via a website.
19. Class Counsel or the claims administrator may request additional information from a Class Member making a claim. Failure to provide the requested information in a timely way may result in the denial of a claim.
20. Class Counsel or the claims administrator will administer all claims received by the date that is six (6) months' after issuing the notice to Class Members to submit their claims. If the available Settlement Funds are insufficient to pay all approved Substantiated Claims at that time, each claim will be proportionally reduced (the "**Distribution**"). The Expenses associated with processing the claims may be charged by Class Counsel against the Settlement Funds at that time.
21. Following the Distribution, Class Counsel will disburse any remaining funds *cy-pres* in accordance with paragraph 10. If prior to the Final Distribution all the Settlement Funds are paid out to Class Members, then there will be *cy-pres* distribution.

22. Following the Final Distribution or at such time as there are no funds left to disburse, Class Counsel will account for the use of the Settlement Funds in a reporting letter to the Case Management Judge and the Defendants setting out the claims made, amounts paid out, expenses, honouraria, fees, taxes, *cy-pres* distribution, and any other matters relevant to the Distribution Protocol process or the use of the Settlement Funds.