

No. S-218896
VANCOUVER REGISTRY

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:

THIS COURT ORDERS that:

1. All capitalized terms in this Order have the same meaning as defined in the Settlement Agreement attached as **Schedule “A”** to this Order, and apply to and are

incorporated into this Order;

2. The Settlement Agreement is fair, reasonable and in the best interests of the Class;

3. The Settlement Agreement is approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996, c 50, and shall be implemented and enforced in accordance with its terms;

4. This Order, including the Settlement Agreement, is binding upon each member of the Class, including those persons who are minors or mentally incapable;

5. This action be and is hereby dismissed against with prejudice and without costs as against any party;


6. Each member of the Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any action or proceeding relating to the Released Claims against the Releasees and all such actions or proceedings shall be dismissed, without costs and with prejudice;

7. Each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;


8. Each Releasor shall not now or hereafter institute, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSBC 1996, c 333 or other legislation or at common law or equity in respect of any Released Claim; and

9. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court retains an ongoing supervisory role and jurisdiction to administer, supervise, construe and enforce the Settlement Agreement and this Order, subject to the terms and conditions set out in the Settlement Agreement and this Order.

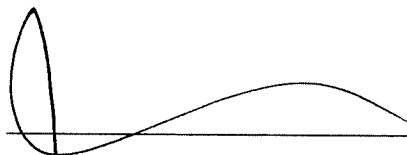
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



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



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

By the Court:



Registrar

CHECKED


Schedule "A"

SETTLEMENT AGREEMENT

BETWEEN:

ANNE MARIE MACCALLUM (THE "PLAINTIFF")

AND

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

(EACH, A "PARTY" AND COLLECTIVELY, THE "PARTIES")

WHEREAS:

- A. The Plaintiff has commenced a proposed class proceeding, *MacCallum v. Air India et al*, VLC-S-S-218896, against the Defendants alleging, among other things, that personal and private information of certain individuals was compromised as a result of a cyberattack perpetrated on SITA PSS in January and February of 2021 (the "Proceedings")
- B. The Defendants deny the allegations and do not admit, through the execution of this Settlement Agreement (the "Settlement Agreement"), or otherwise, any unlawful conduct, liability, wrongdoing, or fault of any kind, as alleged in the Proceedings or otherwise;
- C. The Parties, through their counsel, engaged in a mediation and subsequent negotiations resulting in terms of settlement, all of which are set out in this Settlement Agreement;
- D. The Defendants believe that the allegations advanced in the Proceedings are unfounded and that they have good and reasonable defences both to certification and on the merits, but have agreed to enter into this Settlement Agreement solely to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- E. The Plaintiff and their Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they represent and seek to represent;

THEREFORE, IN CONSIDERATION OF the covenants and agreements of the Parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings will be dismissed without costs and with prejudice on the following terms and conditions:

DEFINITIONS

1. In addition to the in-line definitions in this Settlement Agreement, the following definitions apply to this Settlement Agreement:
 - a. Court means the Supreme Court of British Columbia;
 - b. Class means Canadian residents whose personal and private information was compromised as a result of a cyberattack perpetrated on SITA PSS in January and February of 2021 (the "PSS Incident");
 - c. Class Member includes, jointly and severally, individually and collectively, the Plaintiff and each member of the Class and their respective successors, heirs, executors, administrators, insurers and assigns;
 - d. Class Counsel means, collectively, Hammerco Lawyers LLP and Evolink Law Group;
 - e. Class Identification Information means the list of potential members of the Class and available contact information, including names, addresses, email addresses, and phone numbers to the extent they are within the PSS Incident data;
 - f. Consent Certification and Notice Approval Order means an order in the form of the draft order attached as Schedule A to this Settlement Agreement;
 - g. Defence Counsel means, collectively, Dentons Canada LLP and Dentons UK LLP as counsel for the Defendants Societe Internationale de Telecommunications Aeronautiques and SITA Passenger Service System (US) Inc. along with Mathews, Dinsdale & Clark LLP as counsel for Air India Limited;
 - h. Effective Date means the date when a Final Order has been received from the Court approving this Settlement Agreement;

- i. Final Order means the later of a final judgment entered by the Court (i) granting certification of the Proceedings as a class for settlement purposes in accordance with the Agreement, and (ii) approving the Settlement, the time to appeal such judgments having expired without any appeal being taken, if an appeal lies, or the disposition of all appeals;
- j. Opt-Out Deadline means the date that is 30 days after the first publication of Notice;
- k. Settlement Approval Materials means the materials filed by the Parties, after the date of this Agreement, in support of the Plaintiff's Settlement Approval Order and including the Notice of Application, an affidavit on behalf of the Plaintiff, and an affidavit of Class Counsel necessary to obtain the Court's approval; and
- l. Settlement Approval Order means the portion of the order in the form of the draft order attached as Schedule A to this Settlement Agreement.
- m. Settlement Funds means the \$1,000,000 CAD in paragraph 6 below that has already been paid into trust by the Defendants in or around May 2023, including any interest that accrued on those amounts.

CERTIFICATION, SETTLEMENT, AND APPROVAL

- 2. The Defendants will consent to certification of the Proceedings in respect of the Class for settlement purposes only.
- 3. As soon as practicable after the execution of this Settlement Agreement, the Plaintiff shall bring an application before the court for orders for consent certification and notice approval, and approval of this Settlement Agreement. The Defendants will consent to such orders.
- 4. The Parties will use their best efforts to recommend and obtain an order for consent certification and a Settlement Approval Order from the Court.
- 5. The terms of this Settlement Agreement will become effective upon the pronouncement of the Final Order on the Effective Date.

6. The Defendants will collectively pay \$1,000,000 CAD all-inclusive for the settlement of these Proceedings without any admission of liability.
7. The Defendants' financial obligations under the Settlement Agreement are limited to the amount of the Settlement Funds. The Defendants shall have no further liability in respect of the payment of any or all expenses related to the Settlement Agreement, the settlement that is the subject of this Settlement Agreement and the implementation of same, including but not limited to all legal fees, administration expenses, notice expenses or taxes.
8. Without limiting the generality of the foregoing, the costs of providing notice to Class Members will be paid from the Settlement Funds.
9. The approval of the Settlement Agreement will not depend on, and the Defendants will take no position on, the approval of fees, disbursements or honouraria payable to Class Counsel.
10. Upon settlement approval, after payment of fees, disbursements, costs of providing notice, honouraria, taxes, and any claims administration costs, the remaining Settlement Funds will be distributed according to the distribution protocol attached as Schedule B or otherwise approved by the Court.
11. After six (6) months from the issuing of notice to Class Members to submit their claims, any remaining balance of the Settlement Funds will be distributed cy-pres in accordance with the Class Proceedings Act, s. 36.2 with 50% to the Law Foundation of British Columbia and the remaining 50% to a non-profit entity that may reasonably be expected to benefit Class Members. The parties will jointly propose, for the Court's consideration and approval, The Pembina Foundation as the non-profit entity to receive 50% of any remaining funds. For greater certainty, the approval of the settlement will not depend on approval of The Pembina Foundation as recipient.

NOTICE

12. Subject to the Court ordering otherwise, within thirty (30) days following the issuance of the Notice of Consent Certification and Settlement Approval Order, the Notice shall be disseminated in English and French as follows:

- a. Distribution through a Facebook advertising campaign, which, to the extent possible, limits the advertisements geographically to users situated in Canada, and
 - b. Posting to Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings.
13. Subject to the Court ordering otherwise, within thirty (30) days following the issuance of the Notice of Consent Certification and Settlement Approval Order, the Notice shall be disseminated in Punjabi as follows:
 - a. Distribution through the Indo-Canadian Voice and The Weekly Voice Online, Indo-Canadian online and print news publications catering to users situated in Canada.
14. Notice provided to Class Members will state the following:
 - a. That the Proceedings have been certified for settlement purposes;
 - b. That the Settlement Agreement has been approved by the Court;
 - c. A summary of the terms of the Settlement Agreement and how to make a claim under the distribution protocol;
 - d. That Class Members have the right to opt-out of the Proceedings before the Opt-Out Deadline using the proscribed form and procedure set out in paragraphs 18 and 19 below;
 - e. Directing Class Members to Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings; and
 - f. Providing instructions for contacting Class Counsel,
("Notice").
15. A proposed form of Notice is provided in Schedule C, subject to such modification as the Court may direct.
16. All advertisements of the proposed Notice on Facebook or to Class Counsel's website(s), online and print news publications, or a specific website designated for the settlement of the Proceedings shall be subject to approval by the Defendants before they are published, and such approval shall not be unreasonably withheld or delayed.

17. The Parties agree that any additional notice to Class Members informing them of certification and settlement approval is not necessary and, as a result, the Parties propose to the Courts that the Notice shall be the only notice to Class Members.
18. Any amendment to the form or distribution of Notice required by the Court or the Parties is not a material change to this Settlement Agreement.

OPT-OUT

19. Persons who wish to opt-out of the Proceedings must do so by sending a written election (an "Election") to opt out by pre-paid mail, courier or email to Class Counsel at the address identified in this Settlement Agreement. An Election will only be valid if it is received by Class Counsel on or before the Opt-Out Deadline.
20. The Election to opt-out must be signed by the person who wishes to opt out and must be in the form attached at Schedule D to this Settlement Agreement or, at minimum, contain the following information in order to be valid:
 - a. The person's full name, current address and telephone number;
 - b. A statement to the effect that the person wishes to be excluded from the Proceedings; and
 - c. The reasons for opting out.
21. Opt-out forms or documents that purport to opt-out multiple Class Members, or so-called "mass" or "class" opt-outs, shall not be permitted.
22. Upon the Final Order, any Class Member who has not opted out of the Proceedings in accordance with this Settlement Agreement shall be bound by the terms of the Settlement Agreement.
23. Within a reasonable time after the Opt-Out Deadline, Class Counsel will advise Defence Counsel of the total number of potential Class Members who opted-out of this Settlement Agreement.

CLAIMS ADMINISTRATION

24. The Defendants have used their reasonable efforts to provide a list of Class Identification Information. The Plaintiff acknowledges and agrees that the Defendants have provided the Class Identification Information to Class Counsel for the purpose of claims administration.
25. Class Counsel acknowledge that they (or an appointed administrator of the Settlement Funds) have received information that is personal and private and will store the data in encrypted form and utilize other safeguards in accordance with industry best practices to safeguard the privacy rights of the potential Class Members. If in the implementation of the settlement, Class Counsel (or an appointed administrator of the Settlement Funds) must provide the data to any other properly appointed party, Class Counsel will ensure the same safeguards will be utilized to protect the data.

RELEASE

26. On the Effective Date, the Defendants are released from all claims represented in the Proceedings or in any way arising from the PSS Incident, whether presently known or unknown, with no admission of liability, and a dismissal with prejudice and without costs, in favour and for the benefit of the Defendants and all parties related to the Defendants, including affiliates, employees, insurers, agents, successors, and assigns.
27. On the Effective Date, each Class Member covenants and agrees that they will not bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, against the Defendants, including affiliates, employees, insurers, agents, successors, and assigns, any claims, demands, actions, suits or causes of action arising from or in any way connected to the Proceedings, whether such claims are presently known or unknown.
28. After the Effective Date, the Plaintiff and each Class Member is hereby forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against the Defendants any claims, demands,

actions, suits or causes of action arising from or in any way connected to the Proceedings and/or the PSS Incident.

CONFIDENTIALITY

29. The Plaintiff and Class Counsel will not advertise the settlement other than to say, on Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings, that the Proceedings settled and to provide copies of the Settlement Approval Materials filed by the Parties as well as the Notice of Civil Claim filed by the Plaintiff and the Responses to Civil Claim filed by the Defendants in the Proceedings.
30. Drafts of the Settlement Approval Materials will be provided by Class Counsel to Defence Counsel prior to filing and provide Defence Counsel a reasonable opportunity to provide any comments of the draft Settlement Approval Materials prior to filing.
31. This does not prohibit Class Counsel from publicizing the settlement to potential Class Members, including posting of the Settlement Approval Materials on Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings for the purpose of allowing potential Class Members to review and assess the settlement.
32. The Plaintiff and Class Counsel will not distribute or publish any of the materials filed by the Defendants prior to the date of this Settlement Agreement, nor the information they contain, nor will they authorize or approve others to do so, with the sole exception being the posting of the Notice of Civil Claim filed by the Plaintiff and the Responses to Civil Claim filed by the Defendants to Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings. This does not prohibit the use of those materials in obtaining a Settlement Approval Order or Final Order.

GENERAL

33. This Settlement Agreement shall be null and void and of no force and effect unless a Settlement Approval Order is issued by the Court.
34. This Settlement Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof. Each Party acknowledges and agrees that such Party has not been influenced to any extent whatsoever in entering into this Settlement

Agreement by any representations or statements regarding any claim or right such Party may have or by any other statements made by any of the Parties or by any of their agents.

35. This Settlement Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Province of British Columbia and for all purposes related to this Settlement Agreement, each Party irrevocably and unconditionally attorns and submits to the jurisdiction of the Supreme Court of British Columbia and all courts competent to hear appeals therefrom.
36. If, for any reason whatsoever, any provision of this Settlement Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the unenforceable provision may be severed from and the remaining provisions hereof shall continue to be binding upon the Parties to the fullest extent permitted by law and the unenforceable provision shall be deemed to be amended to the extent needed to render it enforceable, so as to best reflect the intentions of the Parties.
37. Except as otherwise contemplated herein, this Settlement Agreement may be amended only by written instrument executed by each of the Parties.
38. No waiver of any breach of any provision of this Settlement Agreement will be effective or binding unless made in writing and signed by the Party or Parties purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach so waived.
39. This Settlement Agreement shall enure to the benefit of and be binding upon each of the Parties hereto.
40. This Settlement Agreement may be executed in one or more counterparts, by original or electronic signature, which together shall constitute the complete Settlement Agreement.
41. Where this Settlement Agreement requires a party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff and Class Counsel:

Kevin McLaren

Hammerco Lawyers LLP

Suite 400, 2233 Columbia Street

Vancouver, BC, V5Y 0M6

Email: kmclaren@hammerco.ca

Simon Lin

Evolink Law Group

Suite 237, 4388 Still Creek Drive

Burnaby, BC, V5C 6C6

Email: simonlin@evolinklaw.com

For the Defendants Societe Internationale de Telecommunications Aeronautiques
and SITA Passenger Service System (US) Inc.:_Emma Irving

Dentons Canada LLP

250 Howe Street, 20th Floor

Vancouver, BC, V6C 3R8

Email: emma.irving@dentons.com

and

Craig Neilson

Dentons UK and Middle East LLP

1 Fleet Place

London, EC4M 7WS

Email: craig.neilson@dentons.com

For the Defendant Air India:

Paul McLean

Mathews, Dinsdale & Clark LLP

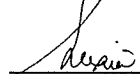
Email: pmclean@mathewdinsdale.com

42. The Parties may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement, on notice to the other Parties.

IN WITNESS WHEREOF the undersigned have hereto set their hands this 8th day of January, 2024.

THE PLAINTIFF

Per its authorized signatory:



Signature

Alexia Majidi


Print Name

Co-Counsel for the Plaintiff

Title

THE DEFENDANT AIR INDIA LIMITED

Per its authorized signatory:



Signature

Paul McLean

Print Name

Counsel for the Defendant Air India Ltd.

Title

**THE DEFENDANT SOCIETE
INTERNATIONALE DE
TELECOMMUNICATIONS
AERONAUTIQUES**

Per its authorized signatory:

Signature

Print Name

Title

**THE DEFENDANT SITA PASSENGER
SERVICE SYSTEM (US) INC.**

Per its authorized signatory:

Signature

Print Name

Title

Paul McLean

Mathews, Dinsdale & Clark LLP

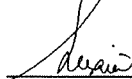
Email: pmclean@mathewdinsdale.com

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IN WITNESS WHEREOF the undersigned have hereto set their hands this 8th day of January, 2024.

THE PLAINTIFF

Per its authorized signatory:



Signature

Alexia Majidi

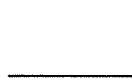
Print Name

Co-Counsel for the Plaintiff

Title

THE DEFENDANT AIR INDIA LIMITED

Per its authorized signatory:



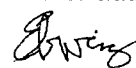
Signature

Print Name

Title

**THE DEFENDANT SOCIETE
INTERNATIONALE DE
TELECOMMUNICATIONS
AERONAUTIQUES**

Per its authorized signatory:



Signature

Emma Irving

Print Name

Counsel for the Defendant, Societe Internationale
de Telecommunications Aeronautiques

Title

**THE DEFENDANT SITA PASSENGER
SERVICE SYSTEM (US) INC.**

Per its authorized signatory:



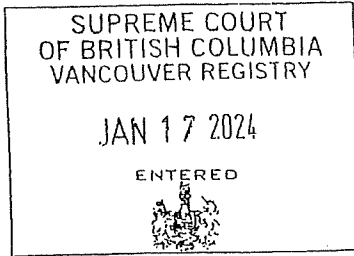
Signature

Emma Irving

Print Name

Counsel for the Defendant, SITA Passenger
Service System (US) Inc.

Title



Schedule "A"

No. S-218896
VANCOUVER REGISTRY

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 } 17/January/2024

ORDER

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 January 17, 2024, on reading the materials filed, including the settlement agreement dated January 8, 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:

THIS COURT ORDERS that:

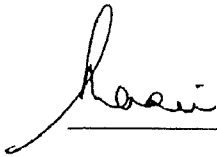
1. All capitalized terms in this Order have the same meaning as defined in the Settlement Agreement attached as **Schedule "A"** to this Order, and apply to and are incorporated into this Order;

2. This action is certified as a class proceeding for settlement purposes only, pursuant to the *Class Proceedings Act*, RSBC 1996, c 50, as amended;
3. The class and subclass are defined as:

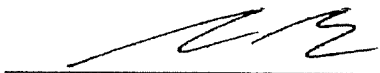
All individuals residing in Canada whose private information was or might have been compromised as part of the Data Breach of SITA PSS's servers in the USA that was discovered on or about February 24, 2021 (hereafter the "**Class**" or "**Class Member(s)**"), including a subclass of individuals who were passengers of Air India who received notification of the Data Breach on or about May 19, 2021 (the "**Air India Subclass**" or "**Air India Subclass Member(s)**").
4. Appointing the plaintiff Anne MacCallum as the representative plaintiff for both the Class and Air India Subclass;
5. Appointing Hammerco Lawyers LLP, Evolink Law Group, and Mathew P. Good Law Corporation as counsel for the Class;
6. Any person who is a putative member of the Class who wishes to opt-out must do so by delivering a written election to Class Counsel by pre-paid mail, courier, or email at the address specified in the long form notice of settlement approval attached as Schedule C to the Settlement Agreement by February 26, 2024 ("**Long Form Notice**"). The written election to opt-out must either be in the form attached as Schedule D to the Settlement Agreement, or include the information specified in the Long Form Notice;
7. The short form (publication) notice and long form notices are hereby approved substantially in the forms attached as Schedule C to the Settlement Agreement;

8. The settlement approval hearing is fixed on April 11, 2024 at the Vancouver Supreme Court, 800 Smithe Street, Vancouver, BC, with remote participation via MS Teams.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER



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



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

By the Court:



Registrar



Schedule "A"

SETTLEMENT AGREEMENT

BETWEEN:

ANNE MARIE MACCALLUM (THE "PLAINTIFF")

AND

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

(EACH, A "PARTY" AND COLLECTIVELY, THE "PARTIES")

WHEREAS:

- A. The Plaintiff has commenced a proposed class proceeding, *MacCallum v. Air India et al*, VLC-S-S-218896, against the Defendants alleging, among other things, that personal and private information of certain individuals was compromised as a result of a cyberattack perpetrated on SITA PSS in January and February of 2021 (the "Proceedings")
- B. The Defendants deny the allegations and do not admit, through the execution of this Settlement Agreement (the "Settlement Agreement"), or otherwise, any unlawful conduct, liability, wrongdoing, or fault of any kind, as alleged in the Proceedings or otherwise;
- C. The Parties, through their counsel, engaged in a mediation and subsequent negotiations resulting in terms of settlement, all of which are set out in this Settlement Agreement;
- D. The Defendants believe that the allegations advanced in the Proceedings are unfounded and that they have good and reasonable defences both to certification and on the merits, but have agreed to enter into this Settlement Agreement solely to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- E. The Plaintiff and their Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they represent and seek to represent;

THEREFORE, IN CONSIDERATION OF the covenants and agreements of the Parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings will be dismissed without costs and with prejudice on the following terms and conditions:

DEFINITIONS

1. In addition to the in-line definitions in this Settlement Agreement, the following definitions apply to this Settlement Agreement:
 - a. Court means the Supreme Court of British Columbia;
 - b. Class means Canadian residents whose personal and private information was compromised as a result of a cyberattack perpetrated on SITA PSS in January and February of 2021 (the "PSS Incident");
 - c. Class Member includes, jointly and severally, individually and collectively, the Plaintiff and each member of the Class and their respective successors, heirs, executors, administrators, insurers and assigns;
 - d. Class Counsel means, collectively, Hammerco Lawyers LLP and Evolink Law Group;
 - e. Class Identification Information means the list of potential members of the Class and available contact information, including names, addresses, email addresses, and phone numbers to the extent they are within the PSS Incident data;
 - f. Consent Certification and Notice Approval Order means an order in the form of the draft order attached as Schedule A to this Settlement Agreement;
 - g. Defence Counsel means, collectively, Dentons Canada LLP and Dentons UK LLP as counsel for the Defendants Societe Internationale de Telecommunications Aeronautiques and SITA Passenger Service System (US) Inc. along with Mathews, Dinsdale & Clark LLP as counsel for Air India Limited;
 - h. Effective Date means the date when a Final Order has been received from the Court approving this Settlement Agreement;

- i. Final Order means the later of a final judgment entered by the Court (i) granting certification of the Proceedings as a class for settlement purposes in accordance with the Agreement, and (ii) approving the Settlement, the time to appeal such judgments having expired without any appeal being taken, if an appeal lies, or the disposition of all appeals;
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- l. Settlement Approval Order means the portion of the order in the form of the draft order attached as Schedule A to this Settlement Agreement.
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CERTIFICATION, SETTLEMENT, AND APPROVAL

- 2. The Defendants will consent to certification of the Proceedings in respect of the Class for settlement purposes only.
- 3. As soon as practicable after the execution of this Settlement Agreement, the Plaintiff shall bring an application before the court for orders for consent certification and notice approval, and approval of this Settlement Agreement. The Defendants will consent to such orders.
- 4. The Parties will use their best efforts to recommend and obtain an order for consent certification and a Settlement Approval Order from the Court.
- 5. The terms of this Settlement Agreement will become effective upon the pronouncement of the Final Order on the Effective Date.

6. The Defendants will collectively pay \$1,000,000 CAD all-inclusive for the settlement of these Proceedings without any admission of liability.
7. The Defendants' financial obligations under the Settlement Agreement are limited to the amount of the Settlement Funds. The Defendants shall have no further liability in respect of the payment of any or all expenses related to the Settlement Agreement, the settlement that is the subject of this Settlement Agreement and the implementation of same, including but not limited to all legal fees, administration expenses, notice expenses or taxes.
8. Without limiting the generality of the foregoing, the costs of providing notice to Class Members will be paid from the Settlement Funds.
9. The approval of the Settlement Agreement will not depend on, and the Defendants will take no position on, the approval of fees, disbursements or honouraria payable to Class Counsel.
10. Upon settlement approval, after payment of fees, disbursements, costs of providing notice, honouraria, taxes, and any claims administration costs, the remaining Settlement Funds will be distributed according to the distribution protocol attached as Schedule B or otherwise approved by the Court.
11. After six (6) months from the issuing of notice to Class Members to submit their claims, any remaining balance of the Settlement Funds will be distributed cy-pres in accordance with the Class Proceedings Act, s. 36.2 with 50% to the Law Foundation of British Columbia and the remaining 50% to a non-profit entity that may reasonably be expected to benefit Class Members. The parties will jointly propose, for the Court's consideration and approval, The Pembina Foundation as the non-profit entity to receive 50% of any remaining funds. For greater certainty, the approval of the settlement will not depend on approval of The Pembina Foundation as recipient.

NOTICE

12. Subject to the Court ordering otherwise, within thirty (30) days following the issuance of the Notice of Consent Certification and Settlement Approval Order, the Notice shall be disseminated in English and French as follows:

- a. Distribution through a Facebook advertising campaign, which, to the extent possible, limits the advertisements geographically to users situated in Canada, and
 - b. Posting to Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings.
13. Subject to the Court ordering otherwise, within thirty (30) days following the issuance of the Notice of Consent Certification and Settlement Approval Order, the Notice shall be disseminated in Punjabi as follows:
 - a. Distribution through the Indo-Canadian Voice and The Weekly Voice Online, Indo-Canadian online and print news publications catering to users situated in Canada.
14. Notice provided to Class Members will state the following:
 - a. That the Proceedings have been certified for settlement purposes;
 - b. That the Settlement Agreement has been approved by the Court;
 - c. A summary of the terms of the Settlement Agreement and how to make a claim under the distribution protocol;
 - d. That Class Members have the right to opt-out of the Proceedings before the Opt-Out Deadline using the proscribed form and procedure set out in paragraphs 18 and 19 below;
 - e. Directing Class Members to Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings; and
 - f. Providing instructions for contacting Class Counsel,
("Notice").
15. A proposed form of Notice is provided in Schedule C, subject to such modification as the Court may direct.
16. All advertisements of the proposed Notice on Facebook or to Class Counsel's website(s), online and print news publications, or a specific website designated for the settlement of the Proceedings shall be subject to approval by the Defendants before they are published, and such approval shall not be unreasonably withheld or delayed.

17. The Parties agree that any additional notice to Class Members informing them of certification and settlement approval is not necessary and, as a result, the Parties propose to the Courts that the Notice shall be the only notice to Class Members.
18. Any amendment to the form or distribution of Notice required by the Court or the Parties is not a material change to this Settlement Agreement.

OPT-OUT

19. Persons who wish to opt-out of the Proceedings must do so by sending a written election (an "Election") to opt out by pre-paid mail, courier or email to Class Counsel at the address identified in this Settlement Agreement. An Election will only be valid if it is received by Class Counsel on or before the Opt-Out Deadline.
20. The Election to opt-out must be signed by the person who wishes to opt out and must be in the form attached at Schedule D to this Settlement Agreement or, at minimum, contain the following information in order to be valid:
 - a. The person's full name, current address and telephone number;
 - b. A statement to the effect that the person wishes to be excluded from the Proceedings; and
 - c. The reasons for opting out.
21. Opt-out forms or documents that purport to opt-out multiple Class Members, or so-called "mass" or "class" opt-outs, shall not be permitted.
22. Upon the Final Order, any Class Member who has not opted out of the Proceedings in accordance with this Settlement Agreement shall be bound by the terms of the Settlement Agreement.
23. Within a reasonable time after the Opt-Out Deadline, Class Counsel will advise Defence Counsel of the total number of potential Class Members who opted-out of this Settlement Agreement.

CLAIMS ADMINISTRATION

24. The Defendants have used their reasonable efforts to provide a list of Class Identification Information. The Plaintiff acknowledges and agrees that the Defendants have provided the Class Identification Information to Class Counsel for the purpose of claims administration.
25. Class Counsel acknowledge that they (or an appointed administrator of the Settlement Funds) have received information that is personal and private and will store the data in encrypted form and utilize other safeguards in accordance with industry best practices to safeguard the privacy rights of the potential Class Members. If in the implementation of the settlement, Class Counsel (or an appointed administrator of the Settlement Funds) must provide the data to any other properly appointed party, Class Counsel will ensure the same safeguards will be utilized to protect the data.

RELEASE

26. On the Effective Date, the Defendants are released from all claims represented in the Proceedings or in any way arising from the PSS Incident, whether presently known or unknown, with no admission of liability, and a dismissal with prejudice and without costs, in favour and for the benefit of the Defendants and all parties related to the Defendants, including affiliates, employees, insurers, agents, successors, and assigns.
27. On the Effective Date, each Class Member covenants and agrees that they will not bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, against the Defendants, including affiliates, employees, insurers, agents, successors, and assigns, any claims, demands, actions, suits or causes of action arising from or in any way connected to the Proceedings, whether such claims are presently known or unknown.
28. After the Effective Date, the Plaintiff and each Class Member is hereby forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against the Defendants any claims, demands,

actions, suits or causes of action arising from or in any way connected to the Proceedings and/or the PSS Incident.

CONFIDENTIALITY

29. The Plaintiff and Class Counsel will not advertise the settlement other than to say, on Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings, that the Proceedings settled and to provide copies of the Settlement Approval Materials filed by the Parties as well as the Notice of Civil Claim filed by the Plaintiff and the Responses to Civil Claim filed by the Defendants in the Proceedings.
30. Drafts of the Settlement Approval Materials will be provided by Class Counsel to Defence Counsel prior to filing and provide Defence Counsel a reasonable opportunity to provide any comments of the draft Settlement Approval Materials prior to filing.
31. This does not prohibit Class Counsel from publicizing the settlement to potential Class Members, including posting of the Settlement Approval Materials on Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings for the purpose of allowing potential Class Members to review and assess the settlement.
32. The Plaintiff and Class Counsel will not distribute or publish any of the materials filed by the Defendants prior to the date of this Settlement Agreement, nor the information they contain, nor will they authorize or approve others to do so, with the sole exception being the posting of the Notice of Civil Claim filed by the Plaintiff and the Responses to Civil Claim filed by the Defendants to Class Counsel's website(s), or a specific website designated for the settlement of the Proceedings. This does not prohibit the use of those materials in obtaining a Settlement Approval Order or Final Order.

GENERAL

33. This Settlement Agreement shall be null and void and of no force and effect unless a Settlement Approval Order is issued by the Court.
34. This Settlement Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof. Each Party acknowledges and agrees that such Party has not been influenced to any extent whatsoever in entering into this Settlement

Agreement by any representations or statements regarding any claim or right such Party may have or by any other statements made by any of the Parties or by any of their agents.

35. This Settlement Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Province of British Columbia and for all purposes related to this Settlement Agreement, each Party irrevocably and unconditionally attorns and submits to the jurisdiction of the Supreme Court of British Columbia and all courts competent to hear appeals therefrom.
36. If, for any reason whatsoever, any provision of this Settlement Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the unenforceable provision may be severed from and the remaining provisions hereof shall continue to be binding upon the Parties to the fullest extent permitted by law and the unenforceable provision shall be deemed to be amended to the extent needed to render it enforceable, so as to best reflect the intentions of the Parties.
37. Except as otherwise contemplated herein, this Settlement Agreement may be amended only by written instrument executed by each of the Parties.
38. No waiver of any breach of any provision of this Settlement Agreement will be effective or binding unless made in writing and signed by the Party or Parties purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach so waived.
39. This Settlement Agreement shall enure to the benefit of and be binding upon each of the Parties hereto.
40. This Settlement Agreement may be executed in one or more counterparts, by original or electronic signature, which together shall constitute the complete Settlement Agreement.
41. Where this Settlement Agreement requires a party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff and Class Counsel:

Kevin McLaren

Hammerco Lawyers LLP

Suite 400, 2233 Columbia Street

Vancouver, BC, V5Y 0M6

Email: kmclaren@hammerco.ca

Simon Lin

Evolink Law Group

Suite 237, 4388 Still Creek Drive

Burnaby, BC, V5C 6C6

Email: simonlin@evolinklaw.com

For the Defendants Societe Internationale de Telecommunications Aeronautiques
and SITA Passenger Service System (US) Inc.: Emma Irving

Dentons Canada LLP

250 Howe Street, 20th Floor

Vancouver, BC, V6C 3R8

Email: emma.irving@dentons.com

and

Craig Neilson

Dentons UK and Middle East LLP

1 Fleet Place

London, EC4M 7WS

Email: craig.neilson@dentons.com

For the Defendant Air India:

Paul McLean

Mathews, Dinsdale & Clark LLP

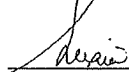
Email: pmclean@mathewdinsdale.com

42. The Parties may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement, on notice to the other Parties.

IN WITNESS WHEREOF the undersigned have hereto set their hands this 8th day of January, 2024.

THE PLAINTIFF

Per its authorized signatory:



Signature

Alexia Majidi

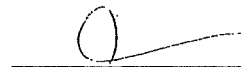
Print Name

Co-Counsel for the Plaintiff

Title

THE DEFENDANT AIR INDIA LIMITED

Per its authorized signatory:



Signature

Paul McLean

Print Name

Counsel for the Defendant Air India Ltd.

Title

**THE DEFENDANT SOCIETE
INTERNATIONALE DE
TELECOMMUNICATIONS
AERONAUTIQUES**

Per its authorized signatory:



Signature

Print Name

Title

**THE DEFENDANT SITA PASSENGER
SERVICE SYSTEM (US) INC.**

Per its authorized signatory:



Signature

Print Name

Title

Paul McLean

Mathews, Dinsdale & Clark LLP

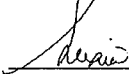
Email: pmclean@mathewdinsdale.com

42. The Parties may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement, on notice to the other Parties.

IN WITNESS WHEREOF the undersigned have hereto set their hands this 8th day of January, 2024.

THE PLAINTIFF

Per its authorized signatory:



Signature

Alexia Majidi

Print Name

Co-Counsel for the Plaintiff

Title

THE DEFENDANT AIR INDIA LIMITED

Per its authorized signatory:

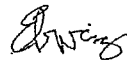
Signature

Print Name

Title

**THE DEFENDANT SOCIETE
INTERNATIONALE DE
TELECOMMUNICATIONS
AERONAUTIQUES**

Per its authorized signatory:



Signature

Emma Irving


Print Name

Counsel for the Defendant, Societe Internationale
de Telecommunications Aeronautiques

Title

**THE DEFENDANT SITA PASSENGER
SERVICE SYSTEM (US) INC.**

Per its authorized signatory:



Signature

Emma Irving

Print Name

Counsel for the Defendant, SITA Passenger
Service System (US) Inc.

Title

Schedule "B"

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 honouraria, 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	Unreimbursed expenses or losses that directly result from the PSS Incident	<p>Example: Bank statement with unauthorized charges paid</p> <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.

Schedule "C"

Proposed Form of Notice

Facebook Ad

CANADIANS: Are you affected by a class action settlement relating to a data breach affecting certain airline passengers prior to February, 2021?

A class action has been certified for settlement purposes only against Air India Limited, Societe Internationale de Telecommunications Aeronautiques, and SITA Passenger Service System (US) Inc.

This notice has been approved by the Supreme Court of British Columbia and affects your rights.

Click on [hyperlink] to see details and relevant documents

Notice Form:

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS

A class action has been certified by the BC Supreme Court in *MacCallum v. Air India et al*, SBC No. VLC-S-S-218896 against the defendants for settlement purposes only on **January 17, 2024**.

The class action has been certified against the defendants Air India Limited, Societe Internationale de Telecommunications Aeronautiques, and SITA Passenger Service System (US) Inc. (the "Defendants") on behalf of all Canadian residents whose personal and private information was compromised as a result of a cyberattack perpetrated on SITA PSS in January and February of 2021 (the "PSS Incident").

What is the class action about?

The lawsuit alleges that the Defendants were subject to a cyberattack which resulted in a data breach whereby the personal information of certain airline passengers was exposed, in breach of those passengers' privacy. The BC Supreme Court has appointed Anne Marie MacCallum as a representative plaintiff.

Through this settlement, none of the Defendants are admitting liability. Each of the Defendants deny the allegations, which have not been proven.

How do I participate?

This class action settlement applies to all Canadian residents whose personal and private information was compromised as a result of the PSS Incident, as defined above, and such residents' successors, heirs, executors, administrators, insurers and assigns (the "Class"). If you believe you are a member of the Class, you are entitled to make a claim for compensation of any loss resulting from the PSS Incident substantiated by supporting documentation. Please contact class counsel using the contact

details provided below for more information.

If you do not want to be a part of this lawsuit, you must notify class counsel in writing at the address below by not later than **February 26, 2024**, providing your name and address and indicating that you wish to opt out.

If you wish to object to the settlement, you must do so by **March 11, 2024** in writing to class counsel.

What are the financial consequences?

Class Members who submit a legitimate claim to class counsel may be eligible for compensation of any loss resulting from the PSS Incident substantiated by supporting documentation.

Where can I find more information?

Settlement documents, opt-out forms, and court documents are available on [[website](#)].

For more information, please contact class counsel: Hammerco Lawyers LLP and Evolink Law Group pss-dataincident@hammerco.ca and 604-269-8500.

This notice has been authorized by the BC Supreme Court.

Schedule "D"

Opt-Out Election

ENGLISH

Class Action Settlement: *Maccallum v Air India et al*, SCBC S-218896

OPT OUT FORM

Complete this form ONLY if you do NOT wish to participate in the settlement reached between the Plaintiff and The Defendants, Air India, Societe Internationale de Telecommunications Aeronautiques, and SITA Passenger Service System (US) Inc. You must return this form before **February 26, 2024**.

Name: _____

Mailing address: _____

Telephone: _____

Email: _____

State the reason you believe you are a class member:

I confirm that I will take full personal responsibility for taking all necessary legal steps to protect any claim I may wish to pursue against the Defendants:

Full legal name: _____

Date: _____

Return a copy of this Opt-Out Form the following address:

Hammerco Lawyers LLP Suite 400, 2233 Columbia Street Vancouver BC V5Y 0M6 pss-dataincident@hammerco.ca

Protocole de distribution

Partie I : Structure de règlement

1. Toutes les définitions incluses au paragraphe 1 de l'**accord de règlement** ou autrement incluses dans l'**accord de règlement** en tant que définitions en ligne s'appliquent et sont intégrées dans le présent **protocole de distribution**.
2. Le présent **protocole de distribution** est préparé en **annexe B** de l'**accord de règlement**.
3. Après le paiement des honoraria, des frais, des débours et des taxes applicables, le solde des **fonds de règlement** sera détenu dans un compte en fiducie portant intérêt par Hammerco Lawyers LLP ou son successeur.
4. Les intérêts gagnés sur les **fonds du règlement** s'accumuleront au profit du **groupe** jusqu'à la fin du processus de réclamation.
5. Les **fonds de règlement** seront disponibles pour payer les demandes d'indemnisation approuvées se rapportant à l'**incident PSS**, conformément au **protocole de distribution**, partie 2 énoncée ci-dessous.
6. Il est entendu que les **fonds de règlement** pourraient être insuffisants pour payer toutes les réclamations. Aucune contribution supplémentaire ne sera versée provenant d'une source autre que les intérêts gagnés sur les **fonds de règlement** existants.
7. Les **membres du groupe** ne peuvent pas réclamer les montants déjà remboursés auprès de toute autre source.
8. Les **avocats du groupe**, ou un administrateur des réclamations nommé par la Cour, administreront le **protocole de distribution** conformément à ses termes, en donnant la priorité aux objectifs d'efficacité et d'indemnisation des réclamations admissibles. À leur seule discrétion, les **avocats du groupe** (ou l'administrateur des réclamations) peuvent renoncer aux exigences techniques du **protocole de distribution**, si nécessaire, pour rendre justice aux **membres du groupe**. Il n'y aura aucun appel ni autre réexamen des décisions prises dans le cadre du **protocole de distribution**. Ni les **avocats du groupe** ni l'administrateur des réclamations ne seront tenus responsables des décisions ou des actions prises au titre du **protocole de distribution**.
9. Les **avocats du groupe** auront le droit de facturer aux **fonds de règlement** les dépenses associées à l'administration du **fonds de règlement** et les frais de maintien d'un compte

en fiducie dédié portant intérêt (les « dépenses »), y compris les frais d'un administrateur de réclamations.

10. Six (6) mois après l'envoi de l'avis aux **membres du groupe** leur demandant de soumettre leurs réclamations, tout solde restant des **fonds de règlement** sera distribué *cy-près* conformément à l'ordonnance d'approbation du règlement du tribunal.

Partie II : Faire une réclamation

11. Toutes les réclamations doivent être reçues au plus tard le [DATE : six mois après l'envoi de l'avis aux membres du groupe leur demandant de soumettre leurs réclamations].
12. Les **membres du groupe** qui soumettent une **réclamation** en temps opportun démontrant leur statut de résident canadien en janvier ou février 2021 (conformément au paragraphe 16 ci-dessous) et une perte justifiée réellement et directement causée par l'**incident PSS** (une « **perte justifiée** ») seront admissibles à un remboursement de cette perte, déterminée uniquement à la discrétion absolue des **avocats du groupe**.
13. Les preuves de **perte justifiée** doivent être objectives, fiables et crédibles, telles que des relevés de carte de crédit, des factures, des rapports de fraude ou des reçus de dépenses personnelles engagées. Seules les pertes et/ou dépenses des **membres du groupe** réellement et directement causées par la violation de données PSS seront approuvées par les **avocats du groupe** ou l'administrateur des réclamations, à leur entière discrétion.
14. Les membres du groupe ont le droit de soumettre une réclamation pour les types de pertes suivants :

Type de perte		Description des documents justificatifs (nature du document, identification et raisons)
Débits non autorisés sur le compte bancaire ou la carte de crédit d'un membre du groupe	Dépenses ou pertes non remboursées résultant directement de l' incident PSS	Exemple : Relevé bancaire avec frais non autorisés payés <ul style="list-style-type: none">• Mettre en évidence les frais pertinents et• Fournir d'autres documents établissant les raisons de ces frais non autorisés qui

		résultent directement de l' incident PSS
Prêt non autorisé	Dépenses ou pertes non remboursées résultant directement de l' incident PSS	Exemple : Correspondance avec un prêteur, une agence d'évaluation du crédit, la police ou un agent de recouvrement démontrant un prêt non autorisé au nom du membre du groupe .
Surveillance du crédit, assurance-crédit, protection contre l'usurpation d'identité	Services non remboursés payés par un membre du groupe pour protéger ses comptes ou ses informations personnelles après avoir entendu parler de l' incident PSS avant la date du règlement .	Exemple : Relevé de carte de crédit, relevé bancaire ou facture du prestataire de services avec la date et les frais payés <ul style="list-style-type: none"> • Mettre en évidence les dates pertinentes et les coûts payés et • Fournir d'autres documents établissant les raisons de ces dommages qui résultent directement de l'incident PSS
Rapports de crédit	Services non remboursés payés par un membre du groupe pour protéger ses comptes ou ses informations personnelles après avoir entendu parler de l' incident PSS avant la date du règlement .	Exemple : Relevé de carte de crédit, relevé bancaire ou facture du prestataire de services avec la date et les frais payés <ul style="list-style-type: none"> • Mettre en évidence les dates pertinentes et les coûts payés et • Fournir d'autres documents établissant les raisons de ces dommages qui résultent directement de l'incident PSS
Autres coûts, pertes et/ou dépenses non remboursées non énumérés ci-dessus	Autres dépenses ou pertes non remboursées résultant directement de l' incident PSS	Exemple : Pièces justificatives suffisantes des dépenses payées <ul style="list-style-type: none"> • Mettre en évidence toutes les informations pertinentes

15. Les **membres du groupe** qui soumettent une réclamation approuvée pour **perte justifiée** auront également droit à un remboursement pour deux (2) heures de temps perdu (« **temps perdu** »), calculé au taux de 20,00 \$ CA par heure, pour chaque catégorie de **perte justifiée** approuvée, le tout en plus de toute compensation approuvée pour la **perte justifiée** en question. Une réclamation pour **temps perdu** ne peut être soumise sans une **perte justifiée** connexe et approuvée.

16. Chaque réclamation doit être appuyée par une preuve d'**adhésion au groupe** sous la forme du courriel d'origine indiquant la notification de violation ou du courriel indiquant la notification de certification de consentement et/ou une preuve de résidence canadienne au moment de l'**incident PSS** satisfaisante pour les **avocats du groupe** ou l'administrateur des réclamations (« **preuve d'adhésion au groupe** »). Les **membres du groupe** doivent supprimer toutes les informations personnelles, à l'exception de leur nom complet.

17. Chaque réclamation doit inclure les informations suivantes :
 - a. Nom complet
 - b. Coordonnées (adresse postale, courriel, téléphone)
 - c. Preuve de **perte justifiée**
 - d. Confirmation indiquant que la **perte justifiée** n'a pas déjà été remboursée par une autre source
 - e. **Preuve d'adhésion au groupe**
 - f. Signée et datée.

18. Les réclamations seront soumises par voie électronique à partir d'un site Web.

19. Les **avocats du groupe** ou l'administrateur des réclamations peuvent demander des informations supplémentaires à un **membre du groupe** présentant une réclamation. Le fait de ne pas fournir les informations demandées dans les délais peut entraîner le refus de la réclamation.

20. Les **avocats du groupe** ou l'administrateur des réclamations administreront toutes les réclamations reçues au plus tard six (6) mois après l'envoi de l'avis aux **membres du**

groupe leur demandant de soumettre leurs réclamations. Si les **fonds de règlement** disponibles sont insuffisants pour payer toutes les réclamations fondées approuvées à ce moment-là, chaque réclamation sera réduite proportionnellement (la « **distribution** »). Les **dépenses** associées au traitement des réclamations peuvent être imputées par les **avocats du groupe** aux **fonds du règlement** à ce moment-là.

21. Après la distribution, les **avocats du groupe** décaisseront tous les fonds restants *cy-près* conformément au paragraphe 10. Si avant la **distribution définitive**, tous les **fonds du règlement** sont versés aux **membres du groupe**, il y aura alors une distribution *cy-près*.
22. Après la **distribution définitive** ou au moment où il ne reste plus de fonds à déboursier, les **avocats du groupe** rendront compte de l'utilisation des **fonds de règlement** dans une lettre de rapport adressée au **juge chargé de la gestion de l'affaire** et aux **défendeurs**, décrivant les réclamations faites, les montants payés, les dépenses, les honoraria, les frais, les taxes, la distribution *cy-près* et toute autre question pertinente au processus du **protocole de distribution** ou à l'utilisation des **fonds de règlement**.

LE PRÉSENT AVIS AFFECTE VOS DROITS JURIDIQUES

Un recours collectif a été certifié par la Cour suprême de la Colombie-Britannique dans l'affaire *MacCallum c. Air India et coll.*, SBC No. VLC-S-S-218896 contre les défendeurs à des fins de règlement uniquement le **17 Janvier, 2024**.

Le recours collectif a été certifié contre les défendeurs Air India Limited, Société Internationale de Télécommunications Aéronautiques et SITA Passenger Service System (US) Inc. (les « **défendeurs** ») au nom de tous les résidents canadiens dont les informations personnelles et privées ont été compromises à la suite d'une cyberattaque perpétrée sur SITA PSS en janvier et février 2021 (l'« **incident PSS** »).

Quel est l'objet de l'action collective?

L'action en justice allègue que les **défendeurs** ont été victimes d'une cyberattaque qui a entraîné une violation de données au cours de laquelle les informations personnelles de certains passagers aériens ont été exposées, en violation de la vie privée de ces passagers. La Cour suprême de la Colombie-Britannique a nommé Anne Marie MacCallum comme représentante des demandeurs.

Dans le cadre de ce règlement, aucun des défendeurs n'admet sa responsabilité. Chacun des **défendeurs** nie les allégations qui n'ont pas été prouvées.

Comment prendre part à l'action collective?

Le présent règlement de recours collectif s'applique à tous les résidents canadiens dont les informations personnelles et privées ont été compromises à la suite de l'**incident PSS**, tel que défini ci-dessus, ainsi qu'aux successeurs, héritiers, exécuteurs testamentaires, administrateurs, assureurs et ayants droit de ces résidents (le « **groupe** »). Si vous pensez être membre du **groupe**, vous avez le droit de présenter une demande d'indemnisation pour toute perte résultant de l'**incident PSS**, étayée par des pièces justificatives. Pour plus d'informations, veuillez communiquer avec les **avocats du groupe** en utilisant les coordonnées fournies ci-dessous.

Si vous ne souhaitez pas prendre part à l'action en justice, vous devez aviser par écrit les **avocats du groupe** à l'adresse indiquée ci-après au plus tard le **26 Février, 2024** en précisant votre nom et adresse, et en indiquant que vous souhaitez vous exclure.

Si vous souhaitez vous opposer au règlement, vous devez soumettre une objection par écrit aux **avocats du groupe** avant le **11 Mars, 2024**.

Quelles sont les conséquences financières?

Les **membres du groupe** qui soumettent une réclamation légitime aux **avocats du groupe** peuvent être admissibles à une indemnisation pour toute perte résultant de l'**incident PSS**, étayée par des pièces justificatives.

Où puis-je obtenir d'autres informations?

Les documents de règlement, les formulaires de retrait et les documents judiciaires sont disponibles sur <https://hammerco.ca/services/class-actions/current-cases/pss-data-breach/>.

Pour un complément d'information, veuillez communiquer avec les avocats du groupe : Hammerco Lawyers LLP et Evolink Law Group à pss-dataincident@hammerco.ca et au **604-269-8500**.

Cet avis a été autorisé par la Cour suprême de la Colombie-Britannique.

Choix de désinscription

FRANÇAIS

règlement du recours collectif : Maccallum contre Air India et coll., SCBC S-218896

FORMULAIRE DE RETRAIT

Remplissez ce formulaire UNIQUEMENT si vous ne souhaitez PAS participer au règlement conclu entre le **demandeur** et les **défendeurs**, Air India, la Société Internationale de Télécommunications Aéronautiques et SITA Passenger Service System (US) Inc. Vous devez retourner ce formulaire avant le **26 Février, 2024**.

Nom : _____

Adresse postale : _____

Téléphone : _____

Courriel : _____

Indiquez la raison pour laquelle vous pensez être un membre du groupe :

Je confirme que j'assumerai l'entière responsabilité personnelle de prendre toutes les mesures juridiques nécessaires pour protéger toute réclamation que je souhaiterais tenter une action contre les **défendeurs** :

Nom légal complet : _____

Date : _____

Renvoyez une copie de ce formulaire de retrait à l'adresse suivante :

Hammerco Lawyers LLP
Bureau 400, 2233 Columbia Street
Vancouver (Colombie-Britannique) V5Y 0M6

pss-dataincident@hammerco.ca

ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ

ਪਾਰਟ 1: ਨਿਪਟਾਰਾ ਸੰਰਚਨਾ

1. ਸਾਰੀਆਂ ਪਰਿਭਾਸ਼ਾਵਾਂ ਜੋ ਕਿ ਨਿਪਟਾਰਾ ਇਕਰਾਰਨਾਮੇ ਦੇ ਪੈਰਾ 1 ਵਿੱਚ ਸ਼ਾਮਲ ਹਨ ਜਾਂ ਨਿਪਟਾਰਾ ਇਕਰਾਰਨਾਮੇ ਵਿੱਚ ਅਨੁਰੂਪ ਪਰਿਭਾਸ਼ਾਵਾਂ ਵੱਜੋਂ ਵੈਸੇ ਸ਼ਾਮਲ ਕੀਤੀਆਂ ਗਈਆਂ ਹਨ ਇਸ ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ 'ਤੇ ਲਾਗੂ ਹੁੰਦੀਆਂ ਹਨ ਅਤੇ ਇਸ ਵਿੱਚ ਸੰਮਿਲਤ ਕੀਤੀਆਂ ਗਈਆਂ ਹਨ।
2. ਇਹ ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ ਨਿਪਟਾਰਾ ਇਕਰਾਰਨਾਮੇ ਦੀ ਅਨੁਸੂਚੀ ਬੀ ਦੇ ਤੌਰ 'ਤੇ ਤਿਆਰ ਕੀਤਾ ਗਿਆ ਹੈ।
3. ਸੇਵਾ ਫਲ, ਫੀਸਾਂ, ਭੁਗਤਾਨਾਂ ਅਤੇ ਲਾਗੂ ਟੈਕਸਾਂ ਦੀ ਅਦਾਇਗੀ ਤੋਂ ਬਾਦ, ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਦਾ ਬਕਾਇਆ ਹੈਮਰਕੋ ਲਾਇਅਰਜ਼ ਐੱਲ ਐੱਲ ਪੀ ਜਾਂ ਉਸ ਦੇ ਉੱਤਰ ਅਧਿਕਾਰੀ ਦੁਆਰਾ ਇੱਕ ਵਿਆਜ ਪ੍ਰਾਪਤੀ ਯੋਗ ਟਰੱਸਟ ਖਾਤੇ ਵਿੱਚ ਰੱਖਿਆ ਜਾਏਗਾ।
4. ਨਿਪਟਾਰਾ ਰਕਮਾਂ 'ਤੇ ਪ੍ਰਾਪਤ ਵਿਆਜ ਕਲਾਸ ਦੇ ਲਾਭ ਹਿਤ ਜਮ੍ਹਾਂ ਹੋਵੇਗਾ, ਜੋ ਦਾਅਵਾ ਪ੍ਰਕਿਰਿਆ ਦੇ ਅੰਤ ਤੱਕ ਚੱਲੇਗਾ।
5. ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਸਬੰਧ ਵਿੱਚ ਪ੍ਰਵਾਨਤ ਦਾਅਵਿਆਂ ਦੀ ਅਦਾਇਗੀ ਲਈ ਹੇਠਾਂ ਤੈਅ ਕੀਤੇ ਗਏ ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ, ਪਾਰਟ 2 ਦੇ ਅਨੁਸਾਰ ਉਪਲਬਧ ਹੋਣਗੀਆਂ।
6. ਇਹ ਗਿਆਤ ਹੈ ਕਿ ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਸਾਰੇ ਦਾਅਵਿਆਂ ਦੀ ਅਦਾਇਗੀ ਕਰਨ ਲਈ ਨਾਕਾਫੀ ਹੋ ਸਕਦੀਆਂ ਹਨ। ਮੌਜੂਦਾ ਨਿਪਟਾਰਾ ਰਕਮਾਂ 'ਤੇ ਪ੍ਰਾਪਤ ਹੋਏ ਵਿਆਜ ਤੋਂ ਬਿਨਾਂ ਕਿਸੇ ਹੋਰ ਸ੍ਰੋਤ ਤੋਂ ਕੋਈ ਵਧੀਕ ਯੋਗਦਾਨ ਨਹੀਂ ਦਿੱਤੇ ਜਾਣਗੇ।
7. ਕਲਾਸ ਮੈਂਬਰ ਕਿਸੇ ਹੋਰ ਸ੍ਰੋਤ ਤੋਂ ਪਹਿਲਾਂ ਹੀ ਮੁੜ ਅਦਾ ਕੀਤੀਆਂ ਜਾ ਚੁੱਕੀਆਂ ਰਕਮਾਂ ਲਈ ਦਾਅਵਾ ਪੇਸ਼ ਨਹੀਂ ਕਰ ਸਕਣਗੇ।
8. ਕਲਾਸ ਕਾਉਂਸਲ, ਜਾਂ ਅਦਾਲਤ ਦੁਆਰਾ ਨਿਯੁਕਤ ਦਾਅਵਾ ਪ੍ਰਬੰਧਕ, ਯੋਗ ਦਾਅਵਿਆਂ ਲਈ ਕੁਸ਼ਲਤਾ ਅਤੇ ਮੁਆਵਜ਼ੇ ਦੇ ਉਦੇਸ਼ਾਂ ਨੂੰ ਤਰਜੀਹ ਦਿੰਦਿਆਂ, ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ ਦਾ ਇਸ ਦੀਆਂ ਸ਼ਰਤਾਂ ਅਨੁਸਾਰ ਪ੍ਰਬੰਧ ਕਰੇਗਾ। ਜੇ ਜ਼ਰੂਰੀ ਹੋਵੇ, ਕਲਾਸ ਕਾਉਂਸਲ (ਜਾਂ ਦਾਅਵਾ ਪ੍ਰਬੰਧਕ), ਕੇਵਲ ਆਪਣੇ ਵਿਵੇਕ ਦੇ ਅਧਾਰ 'ਤੇ, ਕਲਾਸ ਮੈਂਬਰਾਂ ਪ੍ਰਤੀ ਇਨਸਾਫ਼ ਕਰਨ ਲਈ, ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ ਅਧੀਨ ਤਕਨੀਕੀ ਸ਼ਰਤਾਂ ਤੋਂ ਛੋਟ ਦੇ ਸਕਦੇ ਹਨ। ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ ਅਧੀਨ ਕੀਤੇ ਗਏ ਨਿਰਧਾਰਣਾਂ ਪ੍ਰਤੀ ਕੋਈ ਅਪੀਲਾਂ ਜਾਂ ਹੋਰ ਪੁਨਰ-ਵਿਚਾਰ ਨਹੀਂ ਹੋ ਸਕੇਗਾ। ਨਾ ਕਲਾਸ ਕਾਉਂਸਲ ਅਤੇ ਨਾ ਹੀ ਦਾਅਵਾ ਪ੍ਰਬੰਧਕ ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ ਅਧੀਨ ਲਏ ਗਏ ਕੋਈ ਫੈਸਲਿਆਂ ਜਾਂ ਕਾਰਵਾਈਆਂ ਲਈ ਜਵਾਬਦੇਹ ਹੋਵੇਗਾ।
9. ਕਲਾਸ ਕਾਉਂਸਲ ਕੋਲ ਨਿਪਟਾਰਾ ਨਿਧੀ ਦੇ ਪ੍ਰਬੰਧਨ ਨਾਲ ਸਬੰਧਤ ਖ਼ਰਚਿਆਂ, ਅਤੇ ਵਿਆਜ ਪ੍ਰਾਪਤੀ ਯੋਗ ਇੱਕ ਸਮਰਪਿਤ ਟਰੱਸਟ ਖਾਤੇ ਦੇ ਰੱਖ-ਰਖਾਅ ਦੇ ਖ਼ਰਚੇ ("ਖ਼ਰਚੇ") ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਵਿੱਚੋਂ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੋਵੇਗਾ, ਜਿਸ ਵਿੱਚ ਦਾਅਵਾ ਪ੍ਰਬੰਧਕ ਦੇ ਖ਼ਰਚੇ ਸ਼ਾਮਲ ਹੋਣਗੇ।

10. ਆਪਣੇ ਦਾਅਵੇ ਪੇਸ਼ ਕਰਨ ਲਈ ਕਲਾਸ ਮੈਂਬਰਾਂ ਨੂੰ ਨੋਟਿਸ ਜਾਰੀ ਕਰਨ ਤੋਂ ਛੇ (6) ਮਹੀਨੇ ਬਾਦ, ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਦੇ ਕਿਸੇ ਵੀ ਰਹਿੰਦੇ ਬਕਾਏ ਦੀ ਵੰਡ ਅਦਾਲਤ ਦੇ ਨਿਪਟਾਰਾ ਪ੍ਰਵਾਨਗੀ ਆਦੇਸ਼ ਦੇ ਅਨੁਸਾਰ ਸਾਈ-ਪਰੇ (cy-pres) ਵਿਧੀ ਨਾਲ ਕੀਤੀ ਜਾਏਗੀ।

ਪਾਰਟ 2: ਦਾਅਵਾ ਪੇਸ਼ ਕਰਨਾ

11. ਸਾਰੇ ਦਾਅਵੇ ਲਾਜ਼ਮੀ ਇਸ ਤੋਂ ਪਹਿਲਾਂ ਪ੍ਰਾਪਤ ਹੋਣੇ ਚਾਹੀਦੇ ਹਨ **[ਸਿਤੀ]: ਆਪਣੇ ਦਾਅਵੇ ਪੇਸ਼ ਕਰਨ ਲਈ ਕਲਾਸ ਮੈਂਬਰਾਂ ਨੂੰ ਨੋਟਿਸ ਜਾਰੀ ਕਰਨ ਤੋਂ ਛੇ ਮਹੀਨੇ ਬਾਦ]**
12. ਕਲਾਸ ਮੈਂਬਰ ਜੋ ਜਨਵਰੀ ਜਾਂ ਫਰਵਰੀ 2021 ਵਿੱਚ ਕੈਨੇਡਾ ਵਿੱਚ (ਹੇਠਾਂ ਦਿੱਤੇ ਪੈਰਾ 16 ਅਨੁਸਾਰ) ਰਿਹਾਇਸ਼ ਹੋਣ ਅਤੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਕਾਰਣ ਅਸਲ ਵਿੱਚ ਜਾਂ ਸਿੱਧੇ ਤੌਰ 'ਤੇ ਪ੍ਰਮਾਣਿਤ ਨੁਕਸਾਨ (ਇੱਕ “ਪ੍ਰਮਾਣਿਤ ਨੁਕਸਾਨ”) ਹੋਏ ਹੋਣ ਦਾ ਸਬੂਤ ਪੇਸ਼ ਕਰਦਿਆਂ ਸਮੇਂ ਸਿਰ ਦਾਅਵਾ ਪੇਸ਼ ਕਰਦੇ ਹਨ, ਅਜਿਹੇ ਨੁਕਸਾਨ ਲਈ ਅਦਾਇਗੀ ਵਾਸਤੇ ਯੋਗ ਹੋਣਗੇ, ਜੋ ਕੇਵਲ ਕਲਾਸ ਕਾਉਂਸਲ ਦੇ ਮੁਕੰਮਲ ਵਿਵੇਕ ਦੁਆਰਾ ਨਿਰਧਾਰਤ ਕੀਤਾ ਜਾਏਗਾ।
13. ਪ੍ਰਮਾਣਿਤ ਨੁਕਸਾਨ ਦਾ ਸਬੂਤ ਲਾਜ਼ਮੀ ਯਥਾਰਥਕ, ਭਰੋਸੇਮੰਦ ਅਤੇ ਪਰਮਾਣਕ ਹੋਣਾ ਚਾਹੀਦਾ ਹੈ, ਜਿਵੇਂ ਕਿ ਕ੍ਰੈਡਿਟ ਕਾਰਡ ਸਟੇਟਮੈਂਟਾਂ, ਬਿਲ, ਪੋਖਾਧੜੀ ਰਿਪੋਰਟਾਂ, ਜਾਂ ਜੇਬ 'ਚੋਂ ਕੀਤੇ ਖਰਚਿਆਂ ਦੀਆਂ ਰਸੀਦਾਂ। ਕੇਵਲ ਕਲਾਸ ਮੈਂਬਰਾਂ ਦੇ ਪੀ ਐੱਸ ਐੱਸ ਡੇਟਾ ਉਲੰਘਣ ਦੇ ਕਾਰਣ ਅਸਲ ਵਿੱਚ ਅਤੇ ਸਿੱਧੇ ਤੌਰ 'ਤੇ ਹੋਏ ਨੁਕਸਾਨ ਅਤੇ/ਜਾਂ ਖਰਚੇ ਕਲਾਸ ਕਾਉਂਸਲ ਜਾਂ ਦਾਅਵਾ ਪ੍ਰਬੰਧਕ ਦੁਆਰਾ ਉਨ੍ਹਾਂ ਦੇ ਸੰਪੂਰਣ ਵਿਵੇਕ ਮੁਤਾਬਕ ਪ੍ਰਵਾਨ ਕੀਤੇ ਜਾਣਗੇ।
14. ਕਲਾਸ ਮੈਂਬਰ ਹੇਠ ਦਿੱਤੀਆਂ ਨੁਕਸਾਨ ਦੀਆਂ ਕਿਸਮਾਂ ਲਈ ਦਾਅਵਾ ਪੇਸ਼ ਕਰਨ ਲਈ ਯੋਗ ਹਨ:

ਨੁਕਸਾਨ ਦੀ ਕਿਸਮ		ਸਹਾਇਕ ਦਸਤਾਵੇਜ਼ਾਂ ਦਾ ਵੇਰਵਾ (ਕੀ ਮੁਹੱਈਆ ਅਤੇ ਸ਼ਨਾਖਤ ਕਰਾਇਆ ਜਾਵੇ ਅਤੇ ਕਿਉਂ)
ਕਲਾਸ ਮੈਂਬਰਾਂ ਦੇ ਬੈਂਕ ਖਾਤੇ ਜਾਂ ਕ੍ਰੈਡਿਟ ਕਾਰਡ ਤੋਂ ਕੀਤੇ ਅਣਅਧਿਕਾਰਤ ਖਰਚੇ	ਮੁੜ ਅਦਾ ਨਾ ਕੀਤੇ ਗਏ ਖਰਚੇ ਜਾਂ ਨੁਕਸਾਨ ਜੋ ਸਿੱਧੇ ਤੌਰ 'ਤੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਹੁੰਦੇ ਹਨ	<p>ਮਿਸਾਲ: ਅਣਅਧਿਕਾਰਤ ਖਰਚਿਆਂ ਦੀ ਅਦਾਇਗੀ ਵਾਲੀ ਬੈਂਕ ਸਟੇਟਮੈਂਟ</p> <ul style="list-style-type: none"> • ਢੁਕਵੇਂ ਖਰਚੇ ਲਾਜ਼ਮੀ ਵਿਸ਼ੇਸ਼ ਰੂਪ ਵਿੱਚ ਦਰਸਾਏ ਜਾਣ ਅਤੇ • ਇਹ ਸਥਾਪਤ ਕਰਨ ਵਾਲੇ ਦਸਤਾਵੇਜ਼ ਲਾਜ਼ਮੀ ਮੁਹੱਈਆ ਕਰਾਏ ਜਾਣ ਕਿ ਇਹ ਅਣਅਧਿਕਾਰਤ ਖਰਚੇ ਕਿਉਂ ਸਿੱਧੇ ਤੌਰ 'ਤੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਹੋਏ ਹਨ

<p>ਅਣਅਧਿਕਾਰਤ ਕਰਜ਼ੇ</p>	<p>ਮੁੜ ਅਦਾ ਨਾ ਕੀਤੇ ਗਏ ਖਰਚੇ ਜਾਂ ਨੁਕਸਾਨ ਜੋ ਸਿੱਧੇ ਤੌਰ 'ਤੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਹੁੰਦੇ ਹਨ</p>	<p>ਮਿਸਾਲ: ਕਲਾਸ ਮੈਂਬਰ ਦੇ ਨਾਂ ਹੇਠ ਅਣਅਧਿਕਾਰਤ ਕਰਜ਼ੇ ਨੂੰ ਦਰਸਾਉਂਦਾ ਰਿਣਦਾਤਾ, ਕ੍ਰੈਡਿਟ ਰਿਪੋਰਟਿੰਗ ਏਜੰਸੀ, ਪੁਲੀਸ, ਜਾਂ ਕਰਜ਼ਾ ਉਗਰਾਹਕ ਨਾਲ ਹੋਇਆ ਚਿੱਠੀ ਪੱਤਰ</p>
<p>ਕ੍ਰੈਡਿਟ ਨਿਗਰਾਨੀ, ਕ੍ਰੈਡਿਟ ਬੀਮਾ, ਸ਼ਨਾਖਤ ਚੋਰੀ ਸੁਰੱਖਿਆ</p>	<p>ਮੁੜ ਅਦਾ ਨਾ ਕੀਤੀਆਂ ਸੇਵਾਵਾਂ ਜੋ ਕਲਾਸ ਮੈਂਬਰ ਦੁਆਰਾ ਨਿਪਟਾਰੇ ਦੀ ਮਿਤੀ ਤੋਂ ਪਹਿਲਾਂ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਬਾਰੇ ਸੁਣਨ ਤੋਂ ਬਾਦ ਆਪਣੇ ਖਾਤਿਆਂ ਜਾਂ ਨਿਜੀ ਜਾਣਕਾਰੀ ਦੀ ਸੁਰੱਖਿਆ ਲਈ ਅਦਾ ਕੀਤੀਆਂ ਗਈਆਂ</p>	<p>ਮਿਸਾਲ: ਕ੍ਰੈਡਿਟ ਕਾਰਡ ਸਟੇਟਮੈਂਟ, ਬੈਂਕ ਸਟੇਟਮੈਂਟ, ਜਾਂ ਸੇਵਾ ਪ੍ਰਦਾਨਕਰਤਾ ਵੱਲੋਂ ਮਿਤੀ ਅਤੇ ਅਦਾ ਕੀਤੀਆਂ ਗਈਆਂ ਲਾਗਤਾਂ ਵਾਲਾ ਬਿਲ</p> <ul style="list-style-type: none"> • ਢੁਕਵੀਆਂ ਮਿਤੀਆਂ ਅਤੇ ਅਦਾ ਕੀਤੀਆਂ ਲਾਗਤਾਂ ਨੂੰ ਲਾਜ਼ਮੀ ਵਿਸ਼ੇਸ਼ ਰੂਪ ਵਿੱਚ ਦਰਸਾਇਆ ਜਾਵੇ ਅਤੇ <p>ਇਹ ਸਥਾਪਤ ਕਰਨ ਵਾਲੇ ਹੋਰ ਦਸਤਾਵੇਜ਼ ਲਾਜ਼ਮੀ ਮੁਹੱਈਆ ਕਰਾਏ ਜਾਣ ਕਿ ਇਹ ਨੁਕਸਾਨ ਕਿਉਂ ਸਿੱਧੇ ਤੌਰ 'ਤੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਹੋਏ ਹਨ</p>
<p>ਕ੍ਰੈਡਿਟ ਰਿਪੋਰਟਾਂ</p>	<p>ਮੁੜ ਅਦਾ ਨਾ ਕੀਤੀਆਂ ਸੇਵਾਵਾਂ ਜੋ ਕਲਾਸ ਮੈਂਬਰ ਦੁਆਰਾ ਨਿਪਟਾਰੇ ਦੀ ਮਿਤੀ ਤੋਂ ਪਹਿਲਾਂ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਬਾਰੇ ਸੁਣਨ ਤੋਂ ਬਾਦ ਆਪਣੇ ਖਾਤਿਆਂ ਜਾਂ ਨਿਜੀ ਜਾਣਕਾਰੀ ਦੀ ਸੁਰੱਖਿਆ ਲਈ ਅਦਾ ਕੀਤੀਆਂ ਗਈਆਂ</p>	<p>ਮਿਸਾਲ: ਕ੍ਰੈਡਿਟ ਕਾਰਡ ਸਟੇਟਮੈਂਟ, ਬੈਂਕ ਸਟੇਟਮੈਂਟ, ਜਾਂ ਸੇਵਾ ਪ੍ਰਦਾਨਕਰਤਾ ਵੱਲੋਂ ਮਿਤੀ ਅਤੇ ਅਦਾ ਕੀਤੀਆਂ ਗਈਆਂ ਲਾਗਤਾਂ ਵਾਲਾ ਬਿਲ</p> <ul style="list-style-type: none"> • ਢੁਕਵੀਆਂ ਮਿਤੀਆਂ ਅਤੇ ਅਦਾ ਕੀਤੀਆਂ ਲਾਗਤਾਂ ਨੂੰ ਲਾਜ਼ਮੀ ਵਿਸ਼ੇਸ਼ ਰੂਪ ਵਿੱਚ ਦਰਸਾਇਆ ਜਾਵੇ ਅਤੇ <p>ਇਹ ਸਥਾਪਤ ਕਰਨ ਵਾਲੇ ਹੋਰ ਦਸਤਾਵੇਜ਼ ਲਾਜ਼ਮੀ ਮੁਹੱਈਆ ਕਰਾਏ ਜਾਣ ਕਿ ਇਹ ਨੁਕਸਾਨ ਕਿਉਂ ਸਿੱਧੇ ਤੌਰ 'ਤੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਹੋਏ ਹਨ</p>
<p>ਹੋਰ ਲਾਗਤਾਂ, ਨੁਕਸਾਨ ਅਤੇ/ਜਾਂ ਮੁੜ ਅਦਾ ਨਾ ਕੀਤੇ ਗਏ ਖਰਚੇ ਜੋ ਉਪਰ ਸੂਚੀਬੱਧ ਨਹੀਂ ਕੀਤੇ ਗਏ</p>	<p>ਮੁੜ ਅਦਾ ਨਾ ਕੀਤੇ ਗਏ ਖਰਚੇ ਜਾਂ ਨੁਕਸਾਨ ਜੋ ਸਿੱਧੇ ਤੌਰ 'ਤੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਹੋਏ ਹਨ</p>	<p>ਮਿਸਾਲ: ਅਦਾ ਕੀਤੇ ਗਏ ਖਰਚਿਆਂ ਸਬੰਧੀ ਮੁਨਾਸਬ ਸਹਾਇਕ ਦਸਤਾਵੇਜ਼ ਸਾਰੀ ਢੁਕਵੀਂ ਜਾਣਕਾਰੀ ਲਾਜ਼ਮੀ ਵਿਸ਼ੇਸ਼ ਰੂਪ ਵਿੱਚ ਦਰਸਾਈ ਜਾਵੇ</p>

15. ਕਲਾਸ ਮੈਂਬਰ ਜੋ ਨੁਕਸਾਨ ਦਾ ਇੱਕ ਪ੍ਰਵਾਨਤ ਪ੍ਰਮਾਣਿਤ ਦਾਅਵਾ ਪੇਸ਼ ਕਰਦੇ ਹਨ, ਦੋ (2) ਘੰਟੇ ਦੇ ਸਮੇਂ ਦੇ ਹਰਜ (“ਸਮੇਂ ਦਾ ਹਰਜ”) ਲਈ \$20 ਕੈਨੇਡੀਅਨ ਪ੍ਰਤੀ ਘੰਟਾ ਦੀ ਦਰ ‘ਤੇ ਹਿਸਾਬ ਕਰ ਕੇ, ਪ੍ਰਵਾਨਤ ਪ੍ਰਮਾਣਿਤ ਨੁਕਸਾਨ ਦੀ ਹਰੇਕ ਸ਼੍ਰੇਣੀ ਲਈ, ਮੁੜ ਅਦਾਇਗੀ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ ਯੋਗ ਹੋਣਗੇ, ਜੋ ਸਮੁੱਚੀ ਕਿਸੇ ਵਿਚਾਰ ਅਧੀਨ ਪ੍ਰਮਾਣਿਤ ਨੁਕਸਾਨ ਦੇ ਪ੍ਰਵਾਨਤ ਮੁਆਵਜ਼ੇ ਤੋਂ ਇਲਾਵਾ ਹੋਵੇਗੀ। ਸਮੇਂ ਦੇ ਹਰਜ ਲਈ ਦਾਅਵਾ ਇੱਕ ਸਬੰਧਤ ਪ੍ਰਵਾਨਤ ਪ੍ਰਮਾਣਿਤ ਨੁਕਸਾਨ ਤੋਂ ਬਗੈਰ ਪੇਸ਼ ਨਹੀਂ ਕੀਤਾ ਜਾ ਸਕਦਾ।

16. ਹਰ ਇੱਕ ਦਾਅਵਾ ਲਾਜ਼ਮੀ ਉਲੰਘਣ ਦੀ ਸੂਚਨਾ ਸਬੰਧੀ ਅਸਲ ਈਮੇਲ ਜਾਂ ਸਹਿਮਤੀ ਪ੍ਰਮਾਣਿਕਤਾ ਸਬੰਧੀ ਈਮੇਲ ਅਤੇ/ਜਾਂ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਸਮੇਂ ਕੈਨੇਡਾ ਵਿੱਚ ਨਿਵਾਸ ਦਾ ਸਬੂਤ ਜੋ ਕਲਾਸ ਕਾਉਂਸਲ ਜਾਂ ਦਾਅਵਾ ਪ੍ਰਬੰਧਕ ਨੂੰ ਤਸੱਲੀਬਖ਼ਸ਼ ਜਾਪੇ, ਦੇ ਰੂਪ ਵਿੱਚ ਕਲਾਸ ਮੈਂਬਰਸ਼ਿਪ ਦੇ ਸਬੂਤ ਦੁਆਰਾ ਪ੍ਰਮਾਣਿਤ ਹੋਣਾ ਚਾਹੀਦਾ ਹੈ (“ਕਲਾਸ ਮੈਂਬਰਸ਼ਿਪ ਦਾ ਸਬੂਤ”)। ਕਲਾਸ ਮੈਂਬਰਾਂ ਨੂੰ ਆਪਣੇ ਪੂਰੇ ਨਾਂ ਨੂੰ ਛੱਡ ਕੇ ਸਾਰੀ ਨਿਜੀ ਜਾਣਕਾਰੀ ਸੰਸ਼ੋਧਤ ਕਰ ਦੇਣੀ ਚਾਹੀਦੀ ਹੈ।

17. ਹਰ ਇੱਕ ਦਾਅਵੇ ਨਾਲ ਹੇਠ ਦਿੱਤੀ ਜਾਣਕਾਰੀ ਸ਼ਾਮਲ ਹੋਣੀ ਚਾਹੀਦੀ ਹੈ:

ੳ. ਪੂਰਾ ਨਾਂ

ਅ. ਸੰਪਰਕ ਜਾਣਕਾਰੀ (ਡਾਕ ਦਾ ਪਤਾ, ਈਮੇਲ, ਟੈਲੀਫ਼ੋਨ)

ੲ. ਪ੍ਰਮਾਣਿਤ ਨੁਕਸਾਨ ਦਾ ਸਬੂਤ

ੳ. ਇਹ ਤਸਦੀਕ ਕਿ ਪ੍ਰਮਾਣਿਤ ਨੁਕਸਾਨ ਦੀ ਕਿਸੇ ਹੋਰ ਸ਼੍ਰੇਣੀ ਤੋਂ ਇਸ ਤੋਂ ਪਹਿਲਾਂ ਮੁੜ ਅਦਾਇਗੀ ਨਹੀਂ ਹੋਈ

ੴ. ਕਲਾਸ ਮੈਂਬਰਸ਼ਿਪ ਦਾ ਸਬੂਤ

ੵ. ਹਸਤਾਖਰ ਅਤੇ ਮਿਤੀ

18. ਦਾਅਵੇ ਇੱਕ ਵੈੱਬਸਾਈਟ ਰਾਹੀਂ ਇਲੈਕਟ੍ਰੋਨਿਕ ਮਾਧਿਅਮ ਦੁਆਰਾ ਪੇਸ਼ ਕੀਤੇ ਜਾਣਗੇ।

19. ਕਲਾਸ ਕਾਉਂਸਲ ਜਾਂ ਦਾਅਵਾ ਪ੍ਰਬੰਧਕ ਦਾਅਵਾ ਪੇਸ਼ ਕਰਨ ਵਾਲੇ ਕਿਸੇ ਕਲਾਸ ਮੈਂਬਰ ਤੋਂ ਵਧੀਕ ਜਾਣਕਾਰੀ ਦੀ ਮੰਗ ਕਰ ਸਕਦੇ ਹਨ। ਮੰਗੀ ਗਈ ਜਾਣਕਾਰੀ ਸਮੇਂ ਸਿਰ ਮੁਹੱਈਆ ਕਰਾਉਣ ਵਿੱਚ ਅਸਫਲਤਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਕਿਸੇ ਦਾਅਵੇ ਨੂੰ ਅਸਵੀਕਾਰ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ।

20. ਕਲਾਸ ਕਾਉਂਸਲ ਜਾਂ ਦਾਅਵਾ ਪ੍ਰਬੰਧਕ ਉਨ੍ਹਾਂ ਸਾਰੇ ਦਾਅਵਿਆਂ ਦਾ ਪ੍ਰਬੰਧਨ ਕਰਨਗੇ ਜੋ ਉਸ ਮਿਤੀ ਤੱਕ ਪ੍ਰਾਪਤ ਹੋਣਗੇ ਜੋ ਕਿ ਆਪਣੇ ਦਾਅਵੇ ਪੇਸ਼ ਕਰਨ ਲਈ ਕਲਾਸ ਮੈਂਬਰਾਂ ਨੂੰ ਨੋਟਿਸ ਜਾਰੀ ਕਰਨ ਤੋਂ ਛੇ (6) ਮਹੀਨੇ ਬਾਦ ਦੀ ਹੈ। ਜੇ ਉਪਲਬਧ ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਉਸ ਸਮੇਂ ਪ੍ਰਵਾਨਤ ਸਾਰੇ ਪ੍ਰਮਾਣਿਤ ਦਾਅਵਿਆਂ ਦੀ ਅਦਾਇਗੀ ਕਰਨ ਲਈ ਨਾਕਾਫੀ ਹੋਣ, ਤਾਂ ਹਰ ਇੱਕ ਦਾਅਵਾ ਅਨੁਪਾਤੀ ਢੰਗ ਨਾਲ ਘਟਾ ਦਿੱਤਾ ਜਾਏਗਾ (“ਵਿਤਰਨ”)। ਦਾਅਵਿਆਂ ਸਬੰਧੀ ਕਾਰਵਾਈ ਕਰਨ ਨਾਲ ਜੁੜੇ ਖਰਚੇ ਕਲਾਸ ਕਾਉਂਸਲ ਦੁਆਰਾ ਉਸ ਸਮੇਂ ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਵਿੱਚੋਂ ਹਾਸਲ ਕੀਤੇ ਜਾ ਸਕਣਗੇ।

21. ਵਿਤਰਨ ਤੋਂ ਬਾਦ, ਕਲਾਸ ਕਾਉਂਸਲ ਕੋਈ ਬਚਦੀਆਂ ਰਕਮਾਂ ਦੀ ਪੈਰਾ 10 ਦੇ ਅਨੁਸਾਰ ਸਾਈ-ਪਰੇ (cy-pres) ਵਿਧੀ ਨਾਲ ਵੰਡ ਕਰੇਗਾ। ਜੇ ਅੰਤਿਮ ਵਿਤਰਨ ਤੋਂ ਪਹਿਲਾਂ ਸਾਰੀਆਂ ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਦੀ ਕਲਾਸ ਮੈਂਬਰਾਂ ਨੂੰ ਅਦਾਇਗੀ ਹੋ ਜਾਂਦੀ ਹੈ, ਤਾਂ ਫਿਰ ਸਾਈ-ਪਰੇ (cy-pres) ਵਿਧੀ ਨਾਲ ਵਿਤਰਨ ਹੋਵੇਗਾ।
22. ਅੰਤਿਮ ਵਿਤਰਨ ਤੋਂ ਬਾਦ ਜਾਂ ਕਿਸੇ ਅਜਿਹੇ ਸਮੇਂ ਜਦੋਂ ਵੰਡਣ ਲਈ ਕੋਈ ਰਕਮਾਂ ਬਚੀਆਂ ਨਾ ਹੋਣ, ਤਾਂ ਕਲਾਸ ਕਾਉਂਸਲ ਪੇਸ਼ ਕੀਤੇ ਗਏ ਦਾਅਵਿਆਂ, ਅਦਾ ਕੀਤੀਆਂ ਗਈਆਂ ਰਕਮਾਂ, ਖਰਚਿਆਂ, ਸੇਵਾ ਫਲਾਂ, ਫੀਸਾਂ, ਟੈਕਸਾਂ, ਸਾਈ-ਪਰੇ (cy-pres) ਵਿਧੀ ਨਾਲ ਵਿਤਰਨ, ਅਤੇ ਵਿਤਰਨ ਪ੍ਰੋਟੋਕੋਲ ਪ੍ਰਕਿਰਿਆ ਜਾਂ ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਦੀ ਵਰਤੋਂ ਨਾਲ ਸਬੰਧਤ ਕੋਈ ਹੋਰ ਮਾਮਲਿਆਂ ਨੂੰ ਦਰਸਾਉਂਦਿਆਂ, ਨਿਪਟਾਰਾ ਰਕਮਾਂ ਦੀ ਵਰਤੋਂ ਸਬੰਧੀ ਹਿਸਾਬ ਕਿਤਾਬ ਦਾ ਵੇਰਵਾ ਇੱਕ ਸੂਚਨਾ ਪੱਤਰ ਰਾਹੀਂ ਕੇਸ ਮੈਨੇਜਮੈਂਟ ਜੱਜ ਅਤੇ ਪ੍ਰਤਿਵਾਦੀਆਂ ਨੂੰ ਭੇਜੇਗਾ।

ਇਹ ਨੋਟਿਸ ਤੁਹਾਡੇ ਕਾਨੂੰਨੀ ਅਧਿਕਾਰਾਂ ਨੂੰ ਪ੍ਰਭਾਵਤ ਕਰਦਾ ਹੈ

ਬੀ ਸੀ ਸੁਪਰੀਮ ਕੋਰਟ ਦੁਆਰਾ ਮੈਕਲਮ ਬਨਾਮ ਏਅਰ ਇੰਡੀਆ ਵਗੈਰਾ, SBC No. VLC-S-S-218896 ਇੱਕ ਕਲਾਸ ਐਕਸ਼ਨ ਕੇਵਲ ਨਿਪਟਾਰੇ ਦੇ ਉਦੇਸ਼ਾਂ ਲਈ ਪ੍ਰਤਿਵਾਦੀਆਂ ਦੇ ਵਿਰੁੱਧ **January 17, 2024** ਨੂੰ ਪ੍ਰਮਾਣਿਤ ਕੀਤਾ ਗਿਆ ਹੈ।

ਕਲਾਸ ਐਕਸ਼ਨ ਪ੍ਰਤਿਵਾਦੀਆਂ ਏਅਰ ਇੰਡੀਆ ਲਿਮਿਟਿਡ, ਸੋਸਿਟੀ ਇੰਟਰਨੈਸ਼ਨਲ ਦੇ ਟੈਲੀਕਮਿਊਨੀਕੇਸ਼ਨਜ਼ ਆਈਹੋਨੋਟਿਕ, ਅਤੇ ਸੀਟਾ ਪੈਸੰਜਰ ਸਰਵਿਸ ਸਿਸਟਮ (ਯੂ ਐੱਸ) ਇੰਕ. (ਪ੍ਰਤਿਵਾਦੀ) ਦੇ ਵਿਰੁੱਧ ਸਾਰੇ ਕੈਨੇਡਾ ਵਾਸੀਆਂ ਦੀ ਤਰਫੋਂ ਜਿਨ੍ਹਾਂ ਦੀ ਵਿਅਕਤੀਗਤ ਅਤੇ ਨਿਜੀ ਜਾਣਕਾਰੀ ਸੀਟਾ ਪੀ ਐੱਸ ਐੱਸ 'ਤੇ 2021 ਦੀ ਜਨਵਰੀ ਅਤੇ ਫਰਵਰੀ ਵਿੱਚ ਕੀਤੇ ਗਏ ਅਪਰਾਧਿਕ ਸਾਈਬਰ ਹਮਲੇ ("ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ") ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਸੰਕਟ ਵਿੱਚ ਆਈ ਸੀ।

ਕਲਾਸ ਐਕਸ਼ਨ ਕਾਹਦੇ ਬਾਰੇ ਹੈ?

ਇਸ ਕਾਨੂੰਨੀ ਮੁਕੱਦਮੇ ਵਿੱਚ ਦੋਸ਼ ਲਾਇਆ ਗਿਆ ਹੈ ਕਿ ਪ੍ਰਤਿਵਾਦੀਆਂ 'ਤੇ ਇੱਕ ਸਾਈਬਰ ਹਮਲਾ ਕੀਤਾ ਗਿਆ ਜਿਸ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਡੇਟਾ ਦੀ ਇੱਕ ਉਲੰਘਣਾ ਹੋਈ ਜਿਸ ਨਾਲ ਕੁਝ ਏਅਰਲਾਈਨ ਯਾਤਰੀਆਂ ਦੀ ਨਿਜੀ ਜਾਣਕਾਰੀ ਜਾਹਰ ਹੋ ਗਈ, ਜਿਸ ਕਰਕੇ ਉਨ੍ਹਾਂ ਯਾਤਰੀਆਂ ਦੀ ਨਿਜ਼ਾ ਦੀ ਉਲੰਘਣਾ ਹੋਈ। ਬੀ ਸੀ ਸੁਪਰੀਮ ਕੋਰਟ ਨੇ ਐਨੀ ਮੇਰੀ ਮੈਕਲਮ ਨੂੰ ਵਾਦੀ ਪ੍ਰਤੀਨਿਧੀ ਵੱਜੋਂ ਨਿਯੁਕਤ ਕੀਤਾ ਹੈ।

ਇਸ ਨਿਪਟਾਰੇ ਰਾਹੀਂ, ਕੋਈ ਵੀ ਪ੍ਰਤਿਵਾਦੀ ਜ਼ਿੰਮੇਵਾਰੀ ਕਬੂਲ ਨਹੀਂ ਕਰ ਰਿਹਾ। ਹਰ ਇੱਕ ਪ੍ਰਤਿਵਾਦੀ ਦੋਸ਼ਾਂ ਨੂੰ ਨਕਾਰਦਾ ਹੈ, ਜੋ ਸਾਬਤ ਨਹੀਂ ਕੀਤੇ ਗਏ।

ਮੈਂ ਕਿਵੇਂ ਸ਼ਾਮਲ ਹੋਵਾਂ?

ਇਹ ਕਲਾਸ ਐਕਸ਼ਨ ਨਿਪਟਾਰਾ ਉਨ੍ਹਾਂ ਸਾਰੇ ਕੈਨੇਡਾ ਨਿਵਾਸੀ, ਜਿਨ੍ਹਾਂ ਦੀ ਵਿਅਕਤੀਗਤ ਅਤੇ ਨਿਜੀ ਜਾਣਕਾਰੀ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਸੰਕਟ ਵਿੱਚ ਆਈ, ਜਿਵੇਂ ਕਿ ਉਪਰ ਪਰਿਭਾਸ਼ਤ ਕੀਤਾ ਗਿਆ ਹੈ, ਅਤੇ ਅਜਿਹੇ ਨਿਵਾਸੀਆਂ ਦੇ ਉੱਤਰ ਅਧਿਕਾਰੀਆਂ,

ਵਾਰਸਾਂ, ਵਸੀਅਤ-ਪ੍ਰਬੰਧਕਾਂ, ਪ੍ਰਸ਼ਾਸਕਾਂ, ਬੀਮਾ-ਕਰਤਾਵਾਂ ਅਤੇ ਸੰਪਤੀ-ਭਾਗੀਆਂ ("ਕਲਾਸ") 'ਤੇ ਲਾਗੂ ਹੁੰਦਾ ਹੈ। ਜੇ ਤੁਹਾਨੂੰ ਵਿਸ਼ਵਾਸ ਹੈ ਕਿ ਤੁਸੀਂ ਕਲਾਸ ਦੇ ਮੈਂਬਰ ਹੋ, ਤਾਂ ਤੁਸੀਂ ਸਹਾਇਕ ਦਸਤਾਵੇਜ਼ਾਂ ਦੁਆਰਾ ਪ੍ਰਮਾਣਿਤ ਕਰ ਕੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਹੋਏ ਕਿਸੇ ਨੁਕਸਾਨ ਲਈ ਮੁਆਵਜ਼ੇ ਵਾਸਤੇ ਦਾਅਵਾ ਕਰਨ ਦੇ ਹੱਕਦਾਰ ਹੋ। ਹੇਠਾਂ ਹੋਰ ਜਾਣਕਾਰੀ ਲਈ ਮੁਹੱਈਆ ਕਰਾਏ ਗਏ ਸੰਪਰਕ ਲਈ ਵੇਰਵੇ ਦੀ ਵਰਤੋਂ ਕਰਦਿਆਂ ਕ੍ਰਿਪਾ ਕਰ ਕੇ ਕਲਾਸ ਕਾਉਂਸਲ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

ਜੇ ਤੁਸੀਂ ਇਸ ਕਾਨੂੰਨੀ ਮੁਕੱਦਮੇ ਦਾ ਹਿੱਸਾ ਨਹੀਂ ਬਣਨਾ ਚਾਹੁੰਦੇ, ਤਾਂ ਤੁਸੀਂ ਲਾਜ਼ਮੀ ਕਲਾਸ ਕਾਉਂਸਲ ਨੂੰ ਹੇਠਾਂ ਦਿੱਤੇ ਪਤੇ 'ਤੇ **February 26, 2024** ਤੋਂ ਪਹਿਲਾਂ, ਆਪਣਾ ਨਾਂ ਅਤੇ ਪਤਾ ਮੁਹੱਈਆ ਕਰਾਉਂਦਿਆਂ ਅਤੇ ਇਹ ਦੱਸਦਿਆਂ ਕਿ ਤੁਸੀਂ ਬਾਹਰ ਰਹਿਣਾ ਚਾਹੁੰਦੇ ਹੋ, ਲਿਖਤੀ ਰੂਪ ਵਿੱਚ ਸੂਚਿਤ ਕਰੋ।

ਜੇ ਤੁਸੀਂ ਨਿਪਟਾਰੇ ਸਬੰਧੀ ਇਤਰਾਜ਼ ਕਰਨਾ ਚਾਹੁੰਦੇ ਹੋ, ਤਾਂ ਤੁਸੀਂ ਇਸ ਨੂੰ ਲਾਜ਼ਮੀ **March 11, 2024** ਤੱਕ ਲਿਖਤੀ ਰੂਪ ਵਿੱਚ ਕਲਾਸ ਕਾਉਂਸਲ ਤੱਕ ਪੁਚਾਉ।

ਮਾਲੀ ਨਤੀਜੇ ਕੀ ਹਨ?

ਕਲਾਸ ਮੈਂਬਰ ਜੋ ਕਲਾਸ ਕਾਉਂਸਲ ਕੋਲ ਇੱਕ ਨਿਆਂਸੰਗਤ ਦਾਅਵਾ ਪੇਸ਼ ਕਰਦੇ ਹਨ, ਉਹ ਸਹਾਇਕ ਦਸਤਾਵੇਜ਼ਾਂ ਦੁਆਰਾ ਪ੍ਰਮਾਣਿਤ ਕਰ ਕੇ ਪੀ ਐੱਸ ਐੱਸ ਘਟਨਾ ਦੇ ਨਤੀਜੇ ਵੱਜੋਂ ਹੋਏ ਕਿਸੇ ਨੁਕਸਾਨ ਲਈ ਮੁਆਵਜ਼ੇ ਵਾਸਤੇ ਯੋਗ ਹੋ ਸਕਦੇ ਹਨ।

ਮੈਂ ਵਧੇਰੇ ਜਾਣਕਾਰੀ ਕਿੱਥੋਂ ਲੱਭ ਸਕਦਾ/ਦੀ ਹਾਂ?

ਸੈਟਲਮੈਂਟ ਦਸਤਾਵੇਜ਼, ਐਪਟ-ਆਊਟ ਫਾਰਮ, ਅਤੇ ਅਦਾਲਤੀ ਦਸਤਾਵੇਜ਼ <https://hammerco.ca/services/class-actions/current-cases/pss-data-breach/> 'ਤੇ ਉਪਲਬਧ ਹਨ।

ਵਧੇਰੇ ਜਾਣਕਾਰੀ ਲਈ, ਕ੍ਰਿਪਾ ਕਰ ਕੇ ਕਲਾਸ ਕਾਉਂਸਲ ਨੂੰ ਸੰਪਰਕ ਕਰੋ: ਹੈਮਰਕੋ ਲਾਇਅਰਜ਼ ਐੱਲ ਐੱਲ ਪੀ ਅਤੇ ਈਵੇਲਿੰਕ ਲਾਅ ਗਰੁੱਪ pss-dataincident@hammerco.ca ਅਤੇ 604-269-8500

ਇਹ ਨੋਟਿਸ ਸੁਪਰੀਮ ਕੋਰਟ ਔਫ਼ ਬ੍ਰਿਟਿਸ਼ ਕੋਲੰਬੀਆ ਦੁਆਰਾ ਪ੍ਰਵਾਨਤ ਹੈ।

ਬਾਹਰ ਰਹਿਣ ਦੀ ਚੋਣ

ਕਲਾਸ ਐਕਸ਼ਨ ਸੈਟਲਮੈਂਟ: ਸੈਕੱਲਮ ਬਨਾਮ ਏਅਰ ਇੰਡੀਆ ਵਗੈਰਾ, SCBC S-218896

ਬਾਹਰ ਰਹਿਣ ਲਈ ਫ਼ਾਰਮ

ਇਸ ਫ਼ਾਰਮ ਨੂੰ ਕੇਵਲ ਤਾਂ ਹੀ ਭਰੋ ਜੇ ਤੁਸੀਂ ਵਾਦੀ ਅਤੇ ਪ੍ਰਤਿਵਾਦੀਆਂ, ਏਅਰ ਇੰਡੀਆ, ਸੋਸਿਟੀ ਇੰਟਰਨੈਸ਼ਨਲ ਦੇ ਟੈਲੀਕਮਿਊਨੀਕੇਸ਼ਨਜ਼ ਆਈਹੋਨੋਟਿਕ, ਅਤੇ ਸੀਟਾ ਪੈਸੰਜਰ ਸਰਵਿਸ ਸਿਸਟਮ (ਯੂ ਐੱਸ) ਇੱਕ ਦਰਮਿਆਨ ਹੋਣ ਵਾਲੇ ਨਿਪਟਾਰੇ ਵਿੱਚ ਹਿੱਸਾ ਨਹੀਂ ਲੈਣਾ ਚਾਹੁੰਦੇ। ਤੁਸੀਂ ਲਾਜ਼ਮੀ ਇਸ ਫ਼ਾਰਮ ਨੂੰ **February 26, 2024** ਤੋਂ ਪਹਿਲਾਂ ਵਾਪਸ ਭੇਜ ਦਿਉ।

ਨਾਂ: _____

ਡਾਕ ਦਾ ਪਤਾ: _____

ਟੈਲੀਫੋਨ: _____

ਈਮੇਲ: _____

ਕਾਰਣ ਦੱਸੋ ਜਿਸ ਕਰਕੇ ਤੁਸੀਂ ਮੰਨਦੇ ਹੋ ਕਿ ਤੁਸੀਂ ਇੱਕ ਕਲਾਸ ਮੈਂਬਰ ਹੋ:

ਮੈਂ ਤਸਦੀਕ ਕਰਦਾ/ਦੀ ਹਾਂ ਕਿ ਕੋਈ ਵੀ ਦਾਅਵਾ ਜਿਸ ਦੀ ਪੈਰਵੀ ਮੈਂ ਪ੍ਰਤਿਵਾਦੀਆਂ ਦੇ ਵਿਰੁੱਧ ਕਰਨੀ ਚਾਹਾਂਗਾ/ਗੀ, ਦੇ ਬਚਾਉ ਲਈ ਸਾਰੇ ਜ਼ਰੂਰੀ ਕਾਨੂੰਨੀ ਕਦਮ ਚੁੱਕਣ ਦੀ ਮੈਂ ਮੁਕੰਮਲ ਨਿਜੀ ਜ਼ਿੰਮੇਵਾਰੀ ਲਵਾਂਗਾ/ਗੀ:

ਪੂਰਾ ਕਾਨੂੰਨੀ ਨਾਂ: _____

ਮਿਤੀ: _____

ਇਸ ਔਪਟ-ਆਊਟ ਫ਼ਾਰਮ ਦੀ ਇੱਕ ਕਾਪੀ ਹੇਠ ਦਿੱਤੇ ਪਤੇ 'ਤੇ ਵਾਪਸ ਭੇਜੋ:

ਹੈਮਰਕੋ ਲਾਇਅਰਜ਼ ਐੱਲ ਐੱਲ ਪੀ
ਸੁਈਟ 400, 2233 ਕੋਲੰਬੀਆ ਸਟਰੀਟ
ਵੈਨਕੂਵਰ ਬੀ ਸੀ V5Y 0M6
pss-dataincident@hammerco.ca