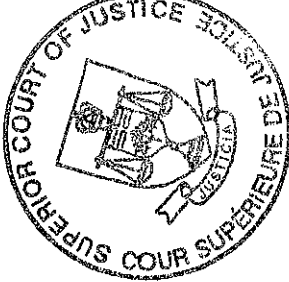


**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) THE 30<sup>TH</sup> DAY OF  
MR. JUSTICE PERELL ) MAY, 2017

BETWEEN:



HEATHER DREW

Plaintiffs

- and -

WALMART CANADA INC. and PNI DIGITAL MEDIA INC

Defendant

**ORDER**

THIS MOTION, made by the Plaintiff for an Order approving the Settlement Agreement of this proceeding pursuant to subsection 29(2) of the *Class Proceedings Act*, 1992, S.O. 1992, c.6, and an Order approving Class Counsel Fees was heard on this day, at Osgoode Hall, Toronto, Ontario.

ON READING the following:

- (a) the Motion Record of the Plaintiff, including the Settlement Agreement, Affidavit of Heather Drew and Affidavit Todd McCarthy;
- (b) the Affidavit of Eric Khan;
- (c) Responding Motion Record of the Defendants;
- (d) the Factum of the Plaintiffs;
- (e) the Order of this Court dated December 22, 2016 (the "Conditional Certification Order") that:

- (i) conditionally certified a national class for the purposes of settlement only;
  - (ii) appointed Heather Drew as the Representative Plaintiff for the Class;
  - (iii) approved the form of notice to the Class, and the method of dissemination thereof;
  - (iv) approved the opt-out and objection processes for the Class;
  - (v) set a hearing date for a motion to consider final approval of the Settlement Agreement.
- (f) the Order of this Court dated January 20, 2017 appointing Eric Khan of Deloitte LLP as Claims Administrator;

AND ON BEING ADVISED that:

- (a) the Representative Plaintiff consents to this Order;
- (b) the Defendants, without any admission of liability on the part of either Defendant, consent to this Order, except as to Class Counsel fees, regarding which they take no position so long as the request for fees and resulting Order do not exceed the sums defined in the Settlement Agreement;
- (c) the Saskatchewan Action has been stayed by way of a Court Order subject to the approval of the Settlement Agreement in this Action;
- (d) notice to the Class was provided substantially in the terms set out in the Conditional Certification Order; and

AND ON HEARING the submissions of counsel for the parties in this Action,

AND ON HEARING from any Class Members who object to approval of the Settlement Agreement.

1. THIS COURT ORDERS AND DECLARES that for the purposes of this Order, the following **definitions** apply:

- (a) "Action" means this action, titled *Drew v. Walmart Canada Inc. and PNI Digital Media Inc.* commenced in the Ontario Superior Court of Justice, Court File No. CV-15-532271-00CP
- (b) "Approval Hearing" means the hearing before this Court to decide the motion by the Plaintiff for Court approval of the Settlement Agreement executed by the parties,
- (c) "Class" means "all persons resident or situated in Canada who used Wal-Mart Canada Corp.'s Photocentre website [www.walmartphotocentre.ca](http://www.walmartphotocentre.ca) (the "Website") during the period from June 1, 2014 to July 10, 2015."
- (d) "Claims Administrator" means Eric Khan of Deloitte LLP, as appointed in the Conditional Certification Order to be responsible for maintaining a settlement claims website, and for receiving and processing such claims in accordance with the Order(s) of this Court;
- (e) "Claims Deadline" means the expiry of the ninety (90) day period during which Class Members may make claims;
- (f) "Class Counsel" means Flaherty McCarthy LLP;
- (g) "Class Counsel Fees" means the fees, disbursements and taxes to be paid to the Class Counsel, by Order of the Court;
- (h) "Class Period" means the period from June 1, 2014 to July 10, 2015;
- (i) "Conditional Certification Order" means the Order of this Court in this Action dated December 22, 2016;
- (j) "Court" means the Ontario Superior Court of Justice;
- (k) "CJA" means the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (l) "CPA, 1992" means the *Class Proceedings Act*, 1992, S.O. 1992, c. 6;
- (m) "Data Security Incident" shall mean the unauthorized access to PNI's data centre environment that managed and hosted the "Website";
- (n) "Effective Date" is the day after the 30th day following the decision of the Court to grant the Settlement Approval Order (whether or not that Order is issued and entered on that date);
- (o) "Excluded Persons" means the subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns of each of the Defendants;
- (p) "National Settlement Agreement" shall mean the agreement entered into by the parties on February 10, 2017 to resolve this action through provision of benefits, while no admission of liability is made.
- (q) "Plaintiff" means Heather Drew;

- (r) "Plan of Distribution" means Schedule A to this Order;
- (s) "Released Claim" means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, whether personal or subrogated, damages whenever incurred, and rights and liabilities of any nature whatsoever, including interest, costs, expenses, administration expenses, Class Counsel Fees and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute, or in equity, that the Releasers, or any of them, whether directly, indirectly, or in any other capacity, ever had, now have, or hereafter can, shall, or may have as against the Releasees or anyone or more of the Releasees relating to any conduct alleged, or that could have been alleged in this Action, and without limitation, any such claims that have been asserted, would have been asserted or could have been asserted as a result of the Data Security Incident;
- (t) "Releasees" means the Defendants, their insurers and their respective past and present parents, affiliates, subsidiaries, directors, officers, partners, employees, advisors, lawyers, representatives, successors, assigns and their respective heirs, executors, administrators, successors and assigns;
- (u) "Releasers" means, jointly and severally, the Representative Plaintiff and all members of the Class, and their respective past and present representatives, heirs, executors, attorneys, administrators, guardians, estate trustees, successors and assigns, as the case may be;
- (v) "Saskatchewan Action" means the action titled *Banadyga v. Wal-Mart et. al.* bearing Court File No. QBG 2015 of 2015;
- (w) "Settlement Approval Order" means this Order, sought by Class Counsel for approval of the terms of the Settlement Agreement for the Class, if granted without material change;

**Past Notice**

2. THIS COURT DECLARES that the form, content, and method of dissemination of the notice given to the Class pursuant to the Conditional Certification Order ("the Past Notice") were adequate and reasonable, and provided sufficient notice of the conditional certification, of the proposed settlement, of the right to opt-out of the Class, of the right to object to final approval of the Settlement Agreement, and of the date of this Approval Hearing.

**Settlement Approval**

3. THIS COURT DECLARES that the settlement of the Action, as recorded in the Settlement Agreement, is fair and reasonable and in the best interests of the Class Members, and is approved pursuant to s. 29 of the *CPA*, 1992, and shall be implemented in accordance with its terms.
4. THIS COURT ORDERS AND DECLARES that this Order is binding upon each Class Member who did not opt out in accordance with the terms of the Conditional Certification Order, including those persons who are minors or are mentally incapable, and that the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with, in respect of this motion and this Order.
5. THIS COURT DECLARES that the following persons are members of the Settlement Class, for the purposes of implementation of the Plan of Distribution, which is approved generally in the manner set out in Schedule "A" to this Order:

"all persons resident or situated in Canada who used Wal-Mart Canada Corp.'s Photocentre website [www.walmartphotocentre.ca](http://www.walmartphotocentre.ca) (the "Website") during the period from June 1, 2014 to July 10, 2015 who did not opt out of the Class in accordance with the terms of the Conditional Certification Order"
6. THIS COURT ORDERS that to receive benefits, a Settlement Class Member must file a claim form with the Claims Administrator in accordance with the Plan of Distribution, received on or before the Claims Deadline, unless this Court orders otherwise.
7. THIS COURT ORDERS that notice of approval of the Settlement Agreement, and of the Plan of Distribution, and of the terms of this Order, shall be given substantially in the form attached as Schedule "B" to this Order, and substantially in the manner stated in Schedule "C" to this Order.
8. THIS COURT DECLARES that the notice described in paragraph 7 satisfies any notice requirements under subsection 29(4) or otherwise of the *CPA*, 1992.

**Releases**

9. THIS COURT ORDERS AND DECLARES that, as of the Effective Date, each Releasor has released and shall be conclusively deemed to have fully, finally and forever released the Releasees from the Released Claims.
10. THIS COURT ORDERS that, as of the Effective Date, the Releasors shall not commence, continue, maintain or otherwise assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person (including any of the Opt-Out Persons), any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.
11. THIS COURT ORDERS that no person may bring any action or take any proceedings against either the Representative Plaintiff or the Defendants, or their corporations, employees, agents, partners, associates, legal representatives, successors or assigns for any matter in any way relating to the implementation of this Order, except with leave of the Court.

**Jurisdiction**

12. THIS COURT ORDERS that for the purposes of administration of this Order, this Court shall retain the sole ongoing supervisory jurisdiction, and that the Representative Plaintiff, the Defendants or Class Counsel may apply to the Court for directions in respect of the implementation of this Order or relating to any other matter arising therefrom.

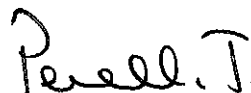
**Dismissal**

13. THIS COURT ORDERS that, as of the Effective Date, this Action is dismissed.

**Claims Administrator and Notice**

14. THIS COURT ORDERS that the Defendants shall pay the reasonable administration costs of Eric Khan of Deloitte LLP for his work as Claims Administrator in carrying out the Plan of Distribution, in accordance with the Settlement Agreement.

- 15. THIS COURT ORDERS that the Defendants shall pay the reasonable costs of the Past Notice, and of the notice required by this Order, in accordance with the Settlement Agreement.
  
- 16. THIS COURT ORDERS that, as of the Effective Date, the defendants shall pay legal fees, HST and disbursements to Class Counsel in the amount of \$250,000.00.



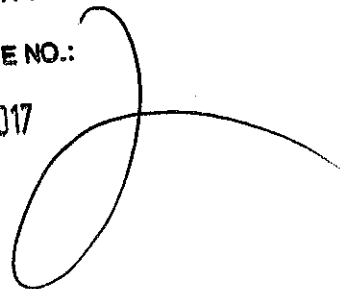
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The Honourable Justice Perell

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ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUN 01 2017

PER / PAR:



**SCHEDULE A TO THE SETTLEMENT APPROVAL ORDER**  
**PLAN OF DISTRIBUTION**

**I. DEFINITIONS**

1. These defined terms are used in this Plan:
  - (a) "Data Security Incident": the unauthorized access to PNI's data centre environment that managed and hosted the Walmart Photocentre website (the "Website");
  - (b) Reasonable Documentation: Documentation reasonably supporting a claim for Substantiated Losses fairly traceable to the Data Security Incident. Substantiated Losses: Out-of-pocket losses and unreimbursed charges fairly traceable to the Data Security Incident, and time spent remedying such losses and charges, for which the eligible Settlement Class Member submits Reasonable Documentation;
  - (c) Claims Administrator: Eric Khan of Deloitte LLP;
  - (d) Claims Deadline: The expiry of the ninety (90) day period during which Class Members may make claims;
  - (e) Claims Period: The ninety (90) days period of time to make a Claim, commencing from the date that Notice is sent to the Settlement Class Member;
  - (f) Class Member: all persons resident or situated in Canada who used Wal-Mart Canada Corp.'s Photocentre website [www.walmartphotocentre.ca](http://www.walmartphotocentre.ca) (the "Website") during the period from June 1, 2014 to July 10, 2015;
  - (g) Class Period: The period from June 1, 2014 to July 10, 2015; and
  - (h) Settlement Class: all persons resident or situated in Canada who used Wal-Mart Canada Corp.'s Photocentre website [www.walmartphotocentre.ca](http://www.walmartphotocentre.ca) (the



"Website") during the period from June 1, 2014 to July 10, 2015 who did not opt out of the Class in accordance with the terms of the Conditional Certification Order.

## II. CLAIMS

2. **Claim:** The process of making a Claim will be web-based. Members of the Settlement Class will be given notice to go to [www.walmartphotosettlement.com](http://www.walmartphotosettlement.com), which will provide a secure, on-line method of submitting a Claim.
3. **Credit Monitoring Claims:** The Defendants will pay for a one year Equifax Complete Premier Plan, or reasonably equivalent credit monitoring plan, selected by the Defendants with approval of Class Counsel, for any Class Member who makes a valid claim within the Claim Period and will reimburse any Class Member who can demonstrate that he or she subscribed to a credit monitoring and/or identity theft monitoring program after being notified of the Data Security Incident for which he or she has not already been reimbursed by any other source, provided the claim for reimbursement is valid as determined by the Claims Administrator and made within the Claim Period. Notwithstanding the foregoing, the maximum cumulative total available under this Settlement Agreement for Credit Monitoring is \$350,000.00 to be distributed in the order in which the Claim was made. Once \$350,000.00 has been paid in Claims related to Credit Monitoring the Defendants' obligation pursuant to section 6.1 of the Settlement Agreement is fulfilled and the Defendants have no further obligations with respect to this section.
4. **Recovery of Expenses:** The Defendants will pay for valid claims made during the Claim Period for reimbursement made by Class Members for out-of-pocket losses, unreimbursed charges and time spent remedying issues fairly traceable to the Data Security Incident on the following basis:
  - (a) any Class Member making a Claim must attest that he or she has not already been compensated, in part or in full, for any asserted loss, by insurance, an employer, a financial institution or in any other manner;

- (b) the total amount eligible to be received by any one Class Member is a maximum of \$5,000.00;
- (c) any Class Member making a claim for out-of-pocket losses or unreimbursed charges may receive \$15/hr for up to five hours of time spent remedying those losses or charges, if he or she can provide documented evidence of such losses ("Documented Claims"); if he or she cannot provide documented evidence of such losses, the Class Member may receive \$15/hr for up to two hours of time spent remedying the losses or charges (a "Self-Certified Time Claim"); and
- (d) notwithstanding the foregoing, the maximum cumulative total available under this Settlement Agreement for the Recovery of Expenses is \$400,000.00 to be distributed in the order in which the Claim was made. Once \$400,000.00 has been paid in Claims related to Recovery of Expenses the Defendants' obligation pursuant to section 6.2 of the Settlement Agreement is fulfilled and the Defendants have no further obligations with respect to this section.

### **III. CLAIM VALIDATION PROCESS**

- 5. Verification by the Claims Administrator: The Claims Administrator, in its sole discretion to be reasonably exercised, will evaluate claims submitted to determine whether: (a) the claimant is an eligible Settlement Class Member; (b) the Claim is complete, accurate, and timely; (c) the claimant provided all information needed to evaluate the Claim; (d) the Settlement Class Member provided any applicable attestation as required; and (e) for Documented Claims, the information and documentation submitted, if true, could lead a reasonable person to believe that, more likely than not, the claimant has suffered a Substantiated Loss.
- 6. Determination by the Claims Administrator: The Claims Administrator, in its discretion to be reasonably exercised, will determine the amount of Substantiated Losses for Documented Claims and/or Self-Certified Time Claims, up to a maximum of \$5,000 per eligible Settlement Class Member. The Claims Administrator's decision will be final.

**IV. DISTRIBUTION ORDER AND DISTRIBUTION OF REMAINING FUNDS**

7. Any payments for Credit Monitoring shall be made by the Defendants for any Class Members with valid Claims, as determined by the Claims Administrator, within thirty days of notification by the Claims Administrator, following the close of the Claim Period, of the number of Class Members who made a valid claim for enrollment in the credit monitoring program or for reimbursement, and valid Claims shall be paid in the order in which they were received.
  
8. Any payments for Recovery of Expenses shall be made by the Defendants for any Class Members with valid Claims, as determined by the Claims Administrator, within thirty days of notification by the Claims Administrator, following the close of the Claim Period, of the number of Class Members who made a valid claim and the value of each valid claim, and valid Claims shall be paid in the order in which they were received.

## **SCHEDULE B TO THE SETTLEMENT APPROVAL ORDER**

### **LEGAL NOTICE OF SETTLEMENT**

### **MENTIONS LÉGALES DU RÈGLEMENT**

**IF YOU ARE A CANADIAN RESIDENT AND USED THE WALMART PHOTOCENTRE WEBSITE BETWEEN JUNE 1, 2014 AND JULY 10, 2015, YOU MAY BE ELIGIBLE FOR BENEFITS FROM A COURT-APPROVED CLASS ACTION SETTLEMENT**

**SI VOUS ÊTES UN CANADIEN RÉSIDENT ET UTILISÉ LE SITE WEB DE QUALITÉS WALMART ENTRE LE 1 JUIN 2014 ET 10 JUILLET 2015, VOUS POUVEZ ÊTRE ADMISSIBLE À DES PRESTATIONS D'UN RÈGLEMENT APPROUVÉ PAR LE TRIBUNAL DES RECOURS COLLECTIF**

The Ontario court has approved a settlement in a lawsuit against Wal-Mart Canada Corp. ("Walmart") and PNI Digital Media Inc. ("PNI") relating to Walmart customers who used the Walmart Photocentre website between June 1, 2014 and July 10, 2015 and whose information may have been compromised as a result of a data security incident that was first disclosed in July 2015 (the "Data Security Incident").

La Cour de l'Ontario a approuvé un règlement dans une action en justice contre Wal-Mart Canada Corp. ("Wal-Mart") et PNI Digital Media Inc. ("PNI") relativement à des clients de Wal-Mart qui a utilisé le site Walmart Photocentre entre le 1 juin 2014 et 10 juillet 2015 et dont l'information peut avoir été compromise par suite d'un incident de sécurité de données qui a d'abord été révélé en juillet 2015 (le "Incident de sécurité de données").

#### **1. Who is Eligible for Benefits?**

You are a member of the Settlement Class and therefore eligible to receive benefits if (1) you are a Canadian resident, (2) you used Walmart's Photocentre website between June 1, 2014 and July 10, 2015 and (3) you have not opted out of the Settlement.

#### **2. What Benefits are Available?**

If you are a member of the Settlement Class, you may make claims for benefits under either or both of the Funds set out below:

**Cash Fund:** If you are a member of the Settlement Class and have losses caused by the Data Security Incident (including fraudulent unreimbursed charges and time spent remedying any fraudulent charges to your credit card), you are eligible to apply for reimbursement of those losses in accordance with the Settlement Agreement. Any Class Member making a claim for out-of-pocket losses or unreimbursed charges may receive \$15/hr for up to five hours of time spent remedying those losses or charges, if he or she can provide documented evidence of such losses; if he or she cannot provide documented evidence of such losses, the Class Member may receive \$15/hr for up to two hours of time spent remedying the losses or charges. The maximum cumulative total available under the Settlement for the recovery of expenses is \$400,000.00, to be distributed to Class Members who are eligible and submit a claim, in the order in which claims are made until the maximum cumulative available total (\$400,000.00) is reached.

**Monitoring Services:** If you are a member of the Settlement Class, you would be able to apply for free credit monitoring services for up to one (1) year, regardless of whether you submit a claim to the Cash Fund. If you are a member of the Settlement Class who purchased credit monitoring services as a result of the Data Security Incident, you would be able to apply for reimbursement of the cost of those services in accordance with the Settlement Agreement. The maximum cumulative total available under the Settlement for credit monitoring is \$350,000.00, to be distributed in the order in which the claims are made.

Eligible persons may make claims under both the Cash Fund and the Credit Monitoring Service. Walmart and PNI will also pay for the costs of administering these benefits, up to \$250,000.

### **3. How do I apply for Benefits?**

To receive these benefits, you must submit a Claim by visiting [www.walmartphotosettlement.com](http://www.walmartphotosettlement.com) within **90 days** of [Claims Administrator to select an appropriate date within 30 days of the Approval Order which will allow all Class Members equal opportunity to participate in the settlement regardless of when they receive the email or post mail notice.]

The completed Claim must be submitted to and received by the Claims Administrator within 90 days of [Claims Administrator to select an appropriate date within 30 days of the Approval Order which will allow all Class Members equal opportunity to participate in the settlement regardless of when they receive the email or post mail notice.]

Your failure to properly submit a Claim within the Claims period will prevent you from receiving recovery of any benefits under the settlement.

### **4. How can I Obtain Further Information?**

You may obtain a copy of the Settlement Agreement itself by visiting the claims administration website at: [walmartphotosettlement.com](http://walmartphotosettlement.com). You may direct any questions to the Claims Administrator at [walmartphoto@deloitte.ca](mailto:walmartphoto@deloitte.ca).

### **5. How can I Contact Class Counsel?**

You may direct any questions to Class Counsel at [sbrown@fmlaw.ca](mailto:sbrown@fmlaw.ca).

## SCHEDULE B TO THE SETTLEMENT APPROVAL ORDER (FRENCH LANGUAGE)

### MENTIONS LÉGALES DU RÈGLEMENT

#### SI VOUS ÊTES UN CANADIEN RÉSIDENT ET UTILISÉ LE SITE WEB DE QUALITÉS WALMART ENTRE LE 1 JUIN 2014 ET 10 JUILLET 2015, VOUS POUVEZ ÊTRE ADMISSIBLE À DES PRESTATIONS D'UN RÈGLEMENT APPROUVÉ PAR LE TRIBUNAL DES RECOURS COLLECTIF

La Cour de l'Ontario a approuvé un règlement dans une action en justice contre Wal-Mart Canada Corp. ("Wal-Mart") et PNI Digital Media Inc. ("PNI") relativement à des clients de Wal-Mart qui a utilisé le site Walmart Photocentre entre le 1 juin 2014 et 10 juillet 2015 et dont l'information peut avoir été compromise par suite d'un incident de sécurité de données qui a d'abord été révélé en juillet 2015 (le "Incident de sécurité de données").

#### 1. Qui Est Admissible Aux Prestations?

Vous êtes un membre de la classe de règlement et donc admissibles à recevoir des prestations si (1) vous êtes un résident canadien, (2) vous avez utilisé site qualités de Walmart entre le 1 juin 2014 et 10 juillet 2015 et (3) vous n'avez pas voulu hors de la colonie.

#### 2. Quels Avantages Sont Disponible?

Si vous êtes un membre de la classe de règlement, vous pouvez faire des demandes de prestations en vertu des deux fonds énoncées ci-dessous:

**Fond de Caisse:** Si vous êtes un membre de la classe de règlement et présentent des pertes causées par l'incident de sécurité des données (y compris les frais non remboursés frauduleux et le temps passé remédier à n'importe quel frauduleuse sur votre carte de crédit), vous êtes admissible à demander le remboursement de ces pertes conformément à l'accord de règlement. Tout membre de classe qui présente une réclamation pour pertes directes ou des frais non remboursés peuvent recevoir \$15/heure jusqu'à cinq heures de temps passé à remédier à ces pertes ou frais, si il ou elle peut fournir des données prouvant de ces pertes ; Si il ou elle ne peut fournir des preuves documentées de telles pertes, le membre de classe peut recevoir \$15/heure pour jusqu'à deux heures du temps passé à corriger les pertes ou les charges. Le total cumulatif maximal disponible en vertu du règlement pour le recouvrement des dépenses est \$400,000.00, seront distribués aux membres du groupe qui sont admissibles et soumettre une demande, dans l'ordre dans lequel les demandes sont présentées jusqu'à ce que le nombre total disponible maximal (\$400,000.00) est atteint.

**Services de Surveillance:** Si vous êtes un membre de la classe de règlement, vous seriez en mesure d'appliquer gratuitement surveillance services jusqu'à un 1 an, peu importe si vous soumettez une demande à la caisse du crédit. Si vous êtes un membre de la classe de règlement ayant acheté des services à la suite de l'incident de sécurité des données de surveillance du crédit, vous seriez en mesure de demander le remboursement du coût de ces services conformément à l'accord de règlement. Le total cumulatif maximal disponible en vertu

du règlement pour la surveillance du crédit est \$350,000.00, devant être distribuées dans l'ordre dans lequel sont fabriquées les revendications.

Personnes admissibles peuvent présenter des réclamations sous le Fonds de caisse et le Service de surveillance du crédit. Wal-Mart et PNI devra également payer pour les frais d'administration de ces avantages, allant jusqu'à \$250,000.00.

### **3. Comment Faire Pour Les Prestations ?**

Pour recevoir ces prestations, vous devez soumettre une réclamation en visitant [www.walmartphotosettlement.com](http://www.walmartphotosettlement.com) dans les 90 jours de [Claims Administrator to select an appropriate date within 30 days of the Approval Order which will allow all Class Members equal opportunity to participate in the settlement regardless of when they receive the email or post mail notice.]

La demande dûment remplie doit être soumise à et reçue par l'administrateur des réclamations dans les 90 jours de [Claims Administrator to select an appropriate date within 30 days of the Approval Order which will allow all Class Members equal opportunity to participate in the settlement regardless of when they receive the email or post mail notice.]

Votre incapacité à bien soumettre une réclamation dans le délai de réclamation vous empêchera de récepteur de rétablissement des prestations en vertu du règlement.

### **4. Comment Puis-Je Obtenir de Plus Amples Renseignements?**

Vous pouvez obtenir une copie de l'entente de règlement lui-même en visitant le site Web administration de réclamations à: [walmartphotosettlement.com](http://walmartphotosettlement.com). Vous pouvez adresser toutes questions à l'administrateur des réclamations au [walmartphoto@deloitte.ca](mailto:walmartphoto@deloitte.ca).

### **5. Comment Puis-Je Contacter les Procureurs du Groupe?**

Vous pouvez adresser vos questions aux procureurs du groupe à [sbrown@fmlaw.ca](mailto:sbrown@fmlaw.ca).

## **SCHEDULE C TO THE SETTLEMENT APPROVAL ORDER**

Class Members shall be given notice of the Court's approval of the Settlement Agreement, and of the process to claim benefits, substantially in the form of the Notice at Schedule "B" to the Final Approval Order ("the Approval Notice"), in the following manner:

- (a) The Claims Administrator shall deliver the Notice by email within thirty (30) days from the date of the Settlement Approval Order. Notice shall be sent to eligible Settlement Class Members whose email addresses or postal mailing addresses are known to the Claims Administrator;
- (b) The Claims Administrator shall continue to maintain the settlement website at [www.walmartphotosettlement.com](http://www.walmartphotosettlement.com) containing electronic copies of the Settlement Agreement and the Conditional Certification Order, and shall add the Final Notice and the Final Approval Order to the website, together with such further material as counsel for the Plaintiff and Defendants agree is appropriate, all to be maintained at least until the final date for the receipt of Claim by the Claims Administrator (the Claims Deadline);
- (c) Class Counsel shall continue to maintain, on its website, electronic copies of the Settlement Agreement and the Conditional Certification Order, and shall add the Final Notice and the Final Approval Order, all to be maintained at least until the final date for the receipt of Claim by the Claims Administrator (the Claims Deadline);



DREW

- and -

WALMART CANADA INC, et al

Court File No.: CV-15-532271-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**ORDER**

FLAHERTY MCCARTHY LLP  
Barristers & Solicitors  
95 Wellington Street West,  
Suite 1000  
Toronto, Ontario  
M5J 2N7

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(LSUC No. 42202W)

TODD J. MCCARTHY  
(LSUC No. 29984F)

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(416) 368-9229 - FAX

Lawyers for the Representative Plaintiff and Class  
Members