

SCHEDULE 5: ADMINISTRATION PROTOCOL

SCHEDULE 5 TO THE FINAL SETTLEMENT AGREEMENT

**PROTOCOL FOR THE ADMINISTRATION OF CLAIMS AND THE
DISTRIBUTION OF INDEMNITIES**

TABLE OF CONTENTS

	Page No.
PART I - DEFINITIONS.....	2
PART II - GENERAL PRINCIPLES OF ADMINISTRATION	2
PART III - CLAIMS ADMINISTRATION.....	3
A. Release of the Explanatory Notice of the Final Settlement Agreement	3
B. Availability of the Claim Form	5
C. Transmission of Claims to the Claims Administrator.....	6
D. Verification and processing of Claims by the Claims Administrator	7
E. Distribution of Indemnities	9
F. Payments to the Fonds d'aide aux actions collectives	10
PART IV - CLAIMS ADMINISTRATOR REPORTS.....	10
PART V - DISPUTE RESOLUTION.....	13
PART VI - CONFIDENTIALITY.....	13

PART I - DEFINITIONS

1. For the purposes of this protocol for the administration of Claims and the distribution of indemnities to Class Members (the "**Administration Protocol**"), the same definitions as in the Final Settlement Agreement shall apply.

PART II - GENERAL PRINCIPLES OF ADMINISTRATION

2. The Administration Protocol governs the process of administering Claims and distributing indemnities to Class Members in accordance with the Final Settlement Agreement (the "**Administration**").
3. The Claims Administrator shall:
 - a) Implement and comply with the Final Settlement Agreement, any Court judgment and the Administration Protocol;
 - b) Create, prior to the Approval Date, a secure and confidential online portal that Class Members can access to fill out their Claim Form. The Claims Administrator shall use secure web-based systems and allow electronic records to be maintained. The Claims Administrator shall ensure that the online portal is available and effective as of the Start Date of the Explanatory Notice Period;
 - c) Set up, upon filing of the Pre-Approval Application, a toll-free telephone line in Canada for Class Members to call, so that the Claims Administrator can advise them of the Final Settlement Agreement and the indemnities they may receive;
 - d) Establish, upon filing of the Pre-Approval Application, a website to answer questions from Class Members regarding the Final Settlement Agreement and compensation;
 - e) Ensure that all necessary measures, resources, systems and infrastructure are implemented within a reasonable time frame in order to effectively and diligently manage all Claims that may be submitted to it, including the measures identified in subsections 3(b), (c) and (d) of this Administration Protocol, taking into account the specific features of this file, in particular

the large number of Class Members and the fact that a large number of them only speak French;

- f) Ensure that all services are offered in French and English;
 - g) Rely on the information provided by Desjardins regarding the identity of the Claimants;
 - h) Follow the methods of communication with Class Members in accordance with the Administration Protocol and the Final Settlement Agreement;
 - i) Receive, process and validate the Claims of Class Members;
 - j) Pay the indemnities provided for in the Final Settlement Agreement and according to the terms and conditions set out therein.
4. The Parties have, by mutual agreement, chosen and appointed RicePoint Administration Inc. as Claims Administrator.

PART III - CLAIMS ADMINISTRATION

5. As of the Approval Date, the Claims Administrator will initiate the claims process in order to allow Class Members to file their Claims in accordance with the detailed steps and terms in the Administration Protocol and the Final Settlement Agreement.

A. Release of the Explanatory Notice of the Final Settlement Agreement

6. As of the Start Date of the Explanatory Notice Period, the Explanatory Notice on the Final Settlement Agreement shall be:
- a) sent by Desjardins through Desjardins' AccèsD service to each Class Member with a Desjardins AccèsD account;
 - b) sent by Equifax, by mail identified as coming from Desjardins, to all current Desjardins members and clients who do not have an AccèsD account, and to all former Desjardins members and clients whose contact information is still sufficiently recent as to be able to rely on it;
 - c) made available on the websites of Class Counsel and the Claims

Administrator;

- 6.1 As of the Start Date of the Explanatory Notice Period, Desjardins or the Claims Administrator will send Class Counsel, on a weekly basis, a written report with the number of Explanatory Notices sent the previous week to Class Members via AccèsD or by mail in accordance with subsections 6a) and 6b) of this Administration Protocol.
7. Following the transmission of the Explanatory Notice in the manner provided for in section 6 of this Administration Protocol, the Explanatory Notice shall be published in the following newspapers:
- i) La Presse +;
 - ii) Le Devoir;
 - iii) Le Journal de Montréal;
 - iv) Le Journal de Québec;
 - v) The Montreal Gazette;
 - vi) The National Post (National Edition);
 - vii) Local newspapers for Québec regions, namely:
 - 1. Le Droit (Gatineau)
 - 2. La Voix de L'Est (Granby)
 - 3. La Tribune (Sherbrooke)
 - 4. Le Nouvelliste (Trois-Rivières)
 - 5. Le Quotidien (Saguenay)
 - viii) The Vancouver Sun;
 - ix) The Victoria Times-Colonist.
8. The transmission and publication of the Explanatory Notice, carried out in the

manner provided for in sections 6 and 7 of this Administration Protocol, shall be completed during the Explanatory Notice Period.

- 8.1 As of the filing date of the Application for Pre-Approval, any person who communicates with the Claims Administrator via the telephone number set up in accordance with subsection 3 c) of this Administration Protocol, or who visits the Claims Administrator's website, established pursuant to subsection 3 d) of this Administration Protocol, will be informed of the possibility of registering on the Claims Administrator's website, by providing his/her email address, in order to obtain a reminder from the Claims Administrator concerning the right to file a Claim. This reminder will automatically be sent by the Claims Administrator, within 14 days from the publication of the Explanatory Notice in newspapers in accordance with section 7 of this Administration Protocol, to the email addresses of persons who so registered.
9. Subject to the content changes then applicable and to the Court's approval, the Explanatory Notices shall be published again, in the newspapers identified in section 7 of this Administration Protocol, between ninety (90) and sixty (60) days before the end of the Claim Period for Subclass 1 Members.
10. Subject to the content changes then applicable and to the Court's approval, the Explanatory Notices shall be published again, in the newspapers identified in subsections 7(i) to (vi), (viii) and (ix) of this Administration Protocol, between ninety (90) and sixty (60) days before the ends of Claim Year No. 1, Claim Year No. 2 and Claim Year No. 3.
11. The costs of publishing and sending the Explanatory Notices on the Final Settlement Agreement, except those relating to the websites of Class Counsel, will be borne by Desjardins, in addition to any other amount payable under the Final Settlement Agreement.

B. Availability of the Claim Form

12. The Claim Form will be available online, in both languages, on the portal set up by the Claims Administrator:
 - a) in the case of Class Members who will receive the Explanatory Notice

pursuant to subsection 6(a) of this Administration Protocol, via a unique secure link in the Explanatory Notice that authenticates the identity of the Claimant, until the end of the Claim Period for Subclass 2 Members.

- b) in the case of Class Members who will receive the Explanatory Notice pursuant to subsection 6(b) of this Administration Protocol, via the Claims Administrator's website using the unique access code (a "unique reference number" or "UNR") to authenticate the identity of the Claimant contained in the Explanatory Notice.
 - c) in the case of other Class Members, via the Claims Administrator's website upon publication of the Explanatory Notice in newspapers in accordance with section 7 of this Administration Protocol.
13. Desjardins undertakes to make reasonable efforts to ensure that the Claim Form is available in paper format, in both languages, within each Desjardins caisse and at each Desjardins point of service where employees are located from the Start Date of the Explanatory Notice Period until the end of the Claim Period for Subclass 2 Members.
14. Lastly, a link to the Claim Form will be available on Class Counsel's websites and Desjardins' website in a readily accessible location in the section on Protection Measures, the whole as of the publication of the Explanatory Notice in newspapers in accordance with section 7 of this Administration Protocol until the end of the Claim Period for Subclass 2 Members.

C. Transmission of Claims to the Claims Administrator

15. For Subclass 1 Members, the Claim Form must be submitted online or by mail to the Claims Administrator within the Claim Period for Subclass 1 Members.
16. For Subclass 2 Members, the Claim Form and the Documentary Evidence must be submitted online or by mail to the Claims Administrator within the Claim Period for Subclass 2 Members.
17. The Claims Forms will specifically indicate that Subclass 2 Members must only send copies of the Documentary Evidence as no originals will be returned by the Claims Administrator.

D. Verification and processing of Claims by the Claims Administrator

18. For the purpose of verifying the validity of the Claims, the Claims Administrator may contact any Claimant directly. Any failure by a Claimant to respond to the communications of the Claims Administrator within a reasonable time will result in the rejection of his or her Claim.
19. The decision by the Claims Administrator to pay or not pay an indemnity to a Claimant for a Claim filed as a Subclass 1 Member is final and cannot be appealed.
20. In order for a Claim submitted by a Subclass 2 Claimant to be determined to be valid by the Claims Administrator, the Claimant must send the Claims Administrator within the Claim Period for Subclass 2 Members a Claim Form:
 - a) in which the Claimant confirms that since the Disclosure, he/she/it has not been the subject of another data leak leading to an Identity Theft for which he/she/it has already obtained compensation; and
 - b) accompanied by Documentary Evidence; and
 - c) accompanied, if the Identity Theft is discovered more than six (6) months after the Approval Date, by proof that the Claimant has previously enrolled in a credit monitoring service offered by Equifax or TransUnion;
21. In order for a Claim submitted by a Subclass 2 Claimant to be determined to be valid by the Claims Administrator, the Documentary Evidence provided by the Claimant must demonstrate an Identity Theft, i.e., objectively demonstrate that the following facts likely occurred:
 - a) After January 1, 2017;
 - b) Personal information of the Claimant was used or modified. Personal information may include, for example: name, date of birth, address, social insurance number or ID numbers (health insurance, driver's licence, passport, etc.). Personal access data such as personal identification numbers (PINs), passwords or AccèsD codes are not considered Personal information;
 - c) To impersonate the Claimant in order to commit a fraudulent act, including

but not limited to:

- i) Opening an account, including a chequing account, a savings account, a cellular subscription account, etc.; and/or
 - ii) Taking control of a pre-existing account (“account takeover”); and/or
 - iii) Applying for a credit card, prepaid card or financing such as a loan or margin; and/or
 - iv) Performing a financial transaction, i.e., Interac transfer, purchase or cash advance, withdrawal or deposit, government assistance request, bill payment, money transfer, bank draft, etc.; and/or
 - v) Purchasing insurance; and/or
 - vi) Providing a guarantee or endorsement as part of a transaction.
22. Identity Theft excludes fraudulent transactions on a credit card that was lawfully obtained by the Claimant.
23. In the event that the Claims Administrator considers that the Documentary Evidence submitted by a Subclass 2 Member is incomplete, deficient, insufficient or does not allow for a conclusion of Identity Theft, the Claims Administrator shall contact the Claimant within 60 days following the filing of the Documentary Evidence to inform him/her. From the day the Claims Administrator contacts the Claimant, the Claimant will have a period of 45 days to send new Documentary Evidence in support of the Claim, to complete it or to remedy any defect indicated. If the Claimant fails to send new Documentary Evidence in support of the Claim within the prescribed period, the Claim will be rejected by the Claims Administrator.
24. Following receipt of this new Documentary Evidence in support of the Claim within the prescribed period, the Claims Administrator will decide if it will pay an indemnity to the Claimant.
25. The decision of the Claims Administrator to pay, or not, an indemnity to a Claimant for a Claim filed as a Subclass 2 Member is final and cannot be appealed.

E. Distribution of Indemnities

26. The Claims Administrator will indemnify Subclass 1 Members who submit valid Claims by cheque payable to the Claimant or by bank transfer, within 90 days following the end of the Claims Period for Subclass 1 Members. It is understood that Desjardins will have previously sent to the Claims Administrator the amount required, subject to the Subclass 1 Limit.
27. The Claims Administrator will indemnify Subclass 2 Members who submit valid Claims by cheque payable to the Claimant or by bank transfer, within 90 days following the end of the applicable Claim Year. It is understood that Desjardins will have previously sent to the Claims Administrator, for each Applicable Claim Year, the amount required, subject to the Subclass 2 Limit.
28. In addition, with respect to Subclass 2 Members, notwithstanding sections 17 and 18 of the Final Settlement Agreement and in accordance with section of the Final Settlement Agreement, if, at the End of the Claim Period for Subclass 2 Members:
- a) the valid Claims received during Claim Year No. 1 exceeded the Annual Limit for Claim Year No. 1 and that, in accordance with paragraph 18 of the Final Settlement Agreement, the amounts of the indemnities paid to the Claimants were reduced in proportion to the total amount of the valid Claims filed during Claim Year No. 1; and
 - b) the Annual Limit for Claim Year No. 2 and/or Claim Year No. 3 were not reached;
- the difference between the Annual Limit for Claim Year No. 2 and/or Claim Year No. 3 and the total amount of the valid Claims of Subclass 2 Members filed during these respective periods will be paid by the Claims Administrator by cheque payable to the Claimant or by bank transfer, within thirty (30) days of the end of the Claim Period for Subclass 2 Members, to Claimants who filed a valid Claim for Claim Year No. 1 up to the difference between the amount of \$1,000 and the indemnity paid for Claim Year No. 1 to the Claimants.
29. For each Claimant, the Claims Administrator will keep a record identifying the following:

- a) Date of receipt of the Claim Form (and, in the case of Subclass 2 Members, date of receipt of Documentary Evidence and a copy of any communication between the Claims Administrator and the Claimant regarding the Documentary Evidence);
- b) the contact information of the Claimant;
- c) a copy of the Claim Form and, if applicable, the Documentary Evidence;
- d) the decision whether to pay an indemnity to the Claimant;
- e) the amount of the indemnity paid to the Claimant; and
- f) in the event of a refusal to pay an indemnity to the Claimant, the reason for the refusal.

F. Payments to the Fonds d'aide aux actions collectives

30. The Claims Administrator will be responsible for withholding from each indemnity to be paid to Class Members who have submitted valid Claims any amount payable to the Fonds d'aide under the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*.

PART IV - CLAIMS ADMINISTRATOR REPORTS

31. Within 120 days of the end of the Claim Period for Subclass 1 Members, the Claims Administrator will send Class Counsel and Desjardins Counsel a detailed report indicating:
 - a) the total number of Subclass 1 Members who received an indemnity;
 - b) for each level of compensation set out in Table 1, section 12 of the Final Settlement Agreement, the total number of Subclass 1 Members who received such indemnity;
 - c) the total value of the indemnities paid by the Claims Administrator to Subclass 1 Members;
 - d) the total number of Subclass 1 Members to whom the Claims Administrator

has refused to pay an indemnity;

- e) for each of the Subclass 1 Members to whom the Claims Administrator has refused to pay an indemnity, the reason for the refusal to pay said indemnity; and
 - f) the total value of the indemnities claimed by the Subclass 1 Members to which the Claims Administrator has refused to pay an indemnity.
32. Within 120 days of the end of each of the Claims Years, the Claims Administrator will send Class Counsel and Desjardins Counsel a detailed report indicating, for the Claim Year just passed:
- a) the total number of Subclass 2 Members who received an indemnity;
 - b) the total value of the indemnities paid by the Claims Administrator to Subclass 2 Members;
 - c) for each of the Subclass 2 Members who received an indemnity, the amount of said indemnity;
 - d) the total number of Subclass 2 Members who received an indemnity as Subclass 1 Members;
 - e) for each of the Subclass 2 Members to whom the Claims Administrator has refused to pay an indemnity, the reason for the refusal to pay said indemnity; and
 - f) the total value of the indemnities claimed by the Subclass 2 Members to which the Claims Administrator has refused to pay an indemnity.
33. In addition to the detailed report provided for in section 31 of this Administration Protocol, the Claims Administrator will send to Class Counsel and Desjardins Counsel, at the end of each month in the Claim Period for Subclass 1 Members, a detailed report indicating, for the past month:
- a) the total number of Subclass 1 Members who filed a Claim;
 - b) for each level of compensation set out in Table 1, section 12 of the Final

Settlement Agreement, the total number of Subclass 1 Members who filed a Claim for the corresponding level;

- c) the total value of the Claims filed by Subclass 1 Members;
 - d) the total number of Claims filed by the members of Subclass 1 that the Administrator considers to be invalid Claims;
 - e) for each of the Claims filed by the Subclass 1 Members that the Claims Administrator considers to be an invalid Claim, the reason why the Administrator considers it an invalid Claim;
 - f) the total value of the Claims filed by the Subclass 1 Members which the Administrator considers to be invalid Claims;
 - g) the total value of the Claims that are still being analyzed;
 - h) the total value of the Claims filed by Subclass 1 Members that the Claims Administrator considers to be valid Claims;
34. In addition to the detailed reports provided for in section 32 of this Administration Protocol, the Claims Administrator will send to Class Counsel and Desjardins Counsel, on a quarterly basis during each of the Claim Years, a detailed report indicating, for the three months just passed:
- a) the total number of Subclass 2 Members who filed a Claim;
 - b) the total value of the Claims filed by Subclass 2 Members;
 - c) the total number of Claims filed by Subclass 2 Members that the Administrator considers to be invalid Claims;
 - d) for each of the Claims filed by Subclass 2 Members that the Claims Administrator considers to be an invalid Claim, the reason why the Administrator considers it an invalid Claim;
 - e) the total value of the Claims filed by Subclass 2 Members which the Administrator considers to be invalid Claims;

- f) the total value of the Claims that are still being analyzed;
 - g) the total value of the Claims filed by Subclass 1 Members which the Claims Administrator considers to be valid Claims.
35. As soon as possible at the end of the Claim Period for Subclass 2 Members and after all indemnities have been paid for all valid Claims, the Claims Administrator shall send a Final Report of Administration to the Court, Class Counsel and Desjardins Counsel.
36. At the same time, the Claims Administrator shall send a report to Class Counsel and Desjardins Counsel indicating all indemnity cheques that remain uncashed, as well as any amount that remains to be paid to the Fonds d'aide, if applicable.

PART V - DISPUTE RESOLUTION

37. In the event that the Claims Administrator needs clarification or direction in relation to the Administration, it is authorized to communicate in writing with Class Counsel and Desjardins Counsel, ensuring that both Class Counsel and Desjardins Counsel are copied on each of its written communications, without exception.
38. Class Counsel and Desjardins Counsel shall jointly send clarifications or directives to the Claims Administrator within fifteen (15) days. In the event that Class Counsel and Desjardins Counsel do not agree on the clarifications or directives to be sent to the Claims Administrator at the end of this fifteen (15) day period, they will jointly inform the Claims Administrator, and the Claims Administrator and/or Class Counsel and/or Desjardins Counsel will then be able to apply to the Court to obtain said clarifications or instructions regarding the administration of the Claims.
39. During the Administration and until the end of the Claim Period for Subclass 2, the Claims Administrator will provide periodic updates to Class Counsel on the conduct of the Administration every two (2) months, or upon the occurrence of any significant development or event during the Administration.

PART VI - CONFIDENTIALITY

40. All information received from Desjardins, Desjardins Counsel or Class Counsel for

Administration purposes is collected, used and kept by the Claims Administrator pursuant to, among other things, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.