



Court File No. CV-21-00658687-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)

THURSDAY THE 4TH

JUSTICE GLUSTEIN

)

DAY OF JUNE, 2026

B E T W E E N:

SUSAN WILLIAMS

Plaintiff

and

ENBRIDGE GAS INC. and ENBRIDGE INC.

Defendants

PROCEEDING UNDER the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiff, for an Order approving the Settlement Term Sheet executed between the Parties on December 22, 2025 (the “**Settlement**”), approving the form and content of notice of settlement approval (the “**Second Notice**”), approving Class Counsel’s legal fees and disbursements, and related relief, was heard May 28, 2026 by video conference.

ON READING the materials filed by the parties, including the Settlement Term Sheet, and on hearing the submissions of the lawyers for the parties,

AND ON BEING ADVISED that the Defendants consent to paragraphs 1-20 and 22-23 of this Order, and take no position on paragraph 21 of this Order;

AND ON BEING ADVISED that the Defendants dispute liability in this matter; and

For Reasons for Decision released this day;

THIS COURT ORDERS THAT:

1. For the purposes of this Order, the definitions set out in the Settlement Term Sheet and in the Amended Amended Statement of Claim (“the Claim”) apply to and are incorporated into this Order, except as amended by this Order.

2. The Class Members are hereby defined as:

(i) All persons who are or were members of one or both Enbridge Pension Plans; *and*

(ii) who did not accrue Credited Service in the Enbridge Pension Plans during a Statutory Leave during the Affected Period; *and*

(iii) who, as of the date of certification of this Class Action, are

(1) Salaried Employees; or,

(2) former employees of Enbridge, whether Salaried Employees or not;
or,

(3) members of a Union.

3. The Settlement Class Members are defined as those Class Members who have been named in the 2026 Mercer Report commissioned by the parties as entitled to settlement funds.
4. The Settlement Term Sheet executed on December 22, 2025 constitutes the full and final settlement agreement between the Parties.
5. The Settlement is fair, reasonable and in the best interests of the Class.
6. The Settlement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992*, and shall be implemented and enforced in accordance with its terms.
7. Upon the date of this Order, each Class Member has released and shall be conclusively deemed to have forever and absolutely released the Defendants from the matters set out in the Settlement.
8. The Settlement is binding on the Defendants and each member of the Class in accordance with its terms.
9. If the Settlement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this court but with notice to the Class.
10. The Settlement Class Members shall be given notice of the settlement approval and notice of the Claims Protocol for distributing compensation to Settlement Class Members in the forms set out in **Schedule “A”**, and in the manner set out in the Notice Plan at **Schedule “B”**.

11. The Plaintiff, through Class Counsel, shall have the Second Notice translated into French, and, subject to the Defendants' confirmation of the accuracy of the translation, the translated French Notice shall be deemed to be approved by the Court without any further step required.

12. The proposed Claims Protocol is approved, in the form set out in **Schedule "C"**.

13. The terms of the Amended Order dated August 29, 2023 which permitted the Defendants to share Productions from and about the Class Members in this action with both Class Counsel and Union Counsel (all as defined in that Order) without breaching any statutory or common law privacy rights of those individuals, are extended to the use by the Defendants and their agents of such Productions, and any related personal data of the Class Members, for the purposes of effecting the Settlement in this matter. That Amended 2023 Order is attached as **Schedule "D"**.

14. Upon the date that this Order is entered, each of the Class Members, on behalf of themselves and any person claiming by or through them as a present or former employee of the Defendants, whether personally or as an heir, beneficiary, executor, administrator, assignee, creditor, trustee or representative of any kind ("the Releasers"), has and shall be deemed to have fully, finally and forever absolutely released and discharged the Defendants and all of their past and present, direct and indirect, parents, subsidiaries, affiliates, partners, legal counsel, insurers, and all other past and present officers, directors, employees, agents and representatives, and all of their respective predecessors, successors, purchasers, administrators and assigns ("the Releasees"), from any and all actions, suits, causes of action, claims and demands (including by way of union grievance or related proceeding) with respect to any matter that has arisen, arises or could arise, whether known or unknown today, with respect to any of the facts and issues cited in the Claim, whether made directly, indirectly, on their own behalf or on behalf of any class of persons or other

person, including any person who may claim contribution or indemnity or other claims over for relief from any Releasee (“the Released Claims”).

15. Each Releasor shall not now nor hereafter institute, continue, maintain 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 action, suit, cause of action, claim or demand (including by way of union grievance or related proceeding) against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee in respect of any Released Claim or any related matter.

16. Payment of the Settlement Amount is in full satisfaction and release of any and all Released Claims that were or could have been brought by any Class Members against any of the Releasees, howsoever arising.

17. The Releasors and the Class Members shall be and are bound by the terms of the Settlement regardless of whether or not they are entitled to and do submit a completed Claim Form or receive payment from the Settlement Amount.

18. The enforcement of the Settlement shall be the sole and exclusive remedy for any and all claims of the Class Members.

19. This Order and the Settlement Agreement are not based on any admission or finding of liability or wrongdoing by either Defendant or other Releasees, and such liability or wrongdoing is expressly denied, and there has been no such admission or finding.

20. Upon the completion of the Claims Protocol, the Releasors are deemed to fully and finally release the Plaintiff, the Defendants, and their legal counsel (which include any agents or others

assigned responsibility over settlement administration) with respect to any claims that have arisen, arise or could arise out of the implementation of the Claims Protocol, including any claims relating to the determination of eligibility for compensation benefits, or the calculation of compensation. Neither the parties nor anyone acting on their behalf for the purpose of completing the Claims Protocol shall have any responsibility or liability with respect to the administration or implementation of the Claims Protocol, including for accepting or rejecting a sworn Claim Form completed in the name of a Settlement Class Member, or completed by a person swearing to be the sole and proper Estate Representative of a deceased Settlement Class Member.

21. Class Counsel's legal fees and disbursements are approved in the amount of:

- (a) \$248,050.80 in fees;
- (b) \$32,246.60 in HST on those fees;
- (c) \$21,278.40 in disbursements, including HST

for a total of \$301,575.80.

This total amount shall be paid to Class Counsel as a first charge on the Settlement Sum established by the Settlement.

22. Upon the date of this Order, the Action is dismissed without costs and with prejudice.

23. There are no costs payable to either party for this motion.

Date of issuance
(to be completed by registrar)


(Signature of judge, officer or registrar)

SCHEDULE “A”

Second Notice – Email

RE: Enbridge Pension Plan Class Action

The Ontario Superior Court has approved the Settlement in the Enbridge Pension Plan Class Action. You have been identified as an individual who is eligible to receive a payment under the Settlement (“Settlement Class Member”).

This Class Action, brought by Sue Williams on behalf of Enbridge employees who took maternity, pregnancy and/or parental leaves after 1987 and while working at Enbridge companies, alleges that Enbridge failed to properly administer the paperwork for parental leaves, resulting in lower pension service being awarded to a limited number of impacted persons.

Enbridge has denied all of these allegations. The Court has not made any decision regarding the allegations in this Class Action. Instead, Ms. Williams and Enbridge reached a Settlement in December 2025, which has now been approved by the Court.

As a result, 223 Settlement Class Members are eligible to make a claim for a payment under the terms of the Settlement, to claim amounts which together add up to approximately \$826,836 (the “Settlement Sum”).

Some of the Settlement Sum will be paid to Cavalluzzo LLP in legal fees, HST and disbursements. The net amount will be distributed based on a calculated portion of the value of Settlement Class Members’ missed Credited Service accrual (“Missed Service”) in relation to Statutory Leaves.

You have been identified as a Settlement Class Member. You are therefore eligible for a payment under the Settlement. To obtain this payment, you must complete a Claim Form and send it to Enbridge at the contact information listed below to be received by September 1, 2026. Claim Forms can be found on the Class Action Website or by contacting Class Counsel. You will not incur any out-of-pocket expenses by making a claim for compensation.

You will not be able to apply for payment as a Settlement Class Member after September 1, 2026. Any amount of the Settlement Sum which is not paid out will be paid to the Canadian Women’s Foundation.

To access the Claim Form or to learn more about the Class Action, please visit the following web page:

www.cavalluzzo.com/enbridge-pension-plan-class-action

Class Counsel's and Enbridge’s preparation of this Notice Plan and Class Counsel's representation of the Class Members generally does not in any way extend to tax inquiries or tax advice relating to the Settlement, or the settlement payments to Settlement Class Members. Neither Class Counsel nor Enbridge is providing any tax advice to the Settlement Class or any Settlement Class Member. Settlement Class Members are solely responsible for determining the tax treatment of any settlement payment and are encouraged to seek independent tax advice.

If you would like more information, you may also contact the lawyers who represent Ms. Williams. To reach the lawyers at Cavalluzzo LLP, please call 1-877-252-9168 or email enbridgepensioncase@cavalluzzo.com. They will be happy to assist.

Sincerely,

[Stephen Moreau, Cavalluzzo LLP; Insert Logo and/or Signatures as Needed]

Second Notice – Direct Mailing

NOTICE OF SETTLEMENT APPROVAL

ENBRIDGE PENSION PLAN CLASS ACTION

You are eligible for a payment as part of a class action settlement. Please read this notice carefully, as it will affect your legal rights.

The Ontario Superior Court authorized this notice. This is not a solicitation from a lawyer.

Dear [Name],

Notice of Class Action Settlement

A settlement was recently reached in the Enbridge Pension Plan Class Action, as explained below. You are receiving this letter because you are one of the limited number of persons eligible for a payment under this Settlement.

Please read this notice carefully for details of the Settlement.

Settlement of the Enbridge Class Action

This Class Action, brought by Sue Williams on behalf of Enbridge employees who took maternity, pregnancy and/or parental leaves after 1987 and while working at Enbridge companies, alleges that Enbridge failed to properly administer the paperwork for parental leaves, resulting in lower pension service being awarded to a limited number of impacted persons.

Enbridge has denied all of these allegations. The Court has not made any decision regarding the allegations in this Class Action. Instead, Ms. Williams and Enbridge have reached a Settlement. As a result, a limited group of impacted Class Members (the “Settlement Class Members”) are eligible to make a claim for a payment under the terms of the Settlement.

Payments to Settlement Class Members

As a Settlement Class Member, you are eligible for payment under the Settlement. To receive this payment, **you must complete a Claim Form and send it to Enbridge at the contact information below to be received by September 1, 2026.** Claim Forms will be available on the Class Action Website or by contacting Class Counsel. You will not incur any out-of-pocket expenses in making a claim.

You will not be able to apply for payment as a Settlement Class Member after September 1, 2026. If you do not submit a completed Claim Form by the deadline, the amount you are entitled to receive under the Settlement will remain in the Settlement Sum. Any amount of the Settlement Sum which is not paid out will be paid to the Canadian Women’s Foundation.

The following pages provide more information on the Class Action and the Settlement.

WHAT THIS NOTICE CONTAINS:

A. BASIC INFORMATION

1. Why did I get this notice?
2. What is a class action?
3. What is this class action about?
4. Has there been a trial?
5. Why is there a Settlement?

B. WHO IS INCLUDED IN THE SETTLEMENT?

6. Who is included in the Settlement?

C. SETTLEMENT BENEFITS

7. What does the Settlement provide?
8. What am I giving up in the Settlement?

D. HOW TO RECEIVE A PAYMENT

9. How will I receive a payment?
10. How will payments be calculated?
11. What if I disagree with the decision?
12. Can I receive a payment on behalf of a deceased Settlement class member?

E. THE LAWYERS REPRESENTING YOU

13. Who is Class Counsel?
14. Do I have to pay Class Counsel anything?

F. GETTING MORE INFORMATION

15. How do I get more information?

A. BASIC INFORMATION

1. Why did I get this notice?

Based on Enbridge's records, we have determined that you are a Settlement Class Member. The Ontario Superior Court of Justice authorized this notice to inform you of this.

This notice explains the lawsuit, the proposed Settlement, and your legal rights.

2. What is a class action?

In a class action, one or more people called the “representative plaintiff(s)” sue on behalf of people who have similar claims, called the “class” or “class members”.

In a class action, the court can resolve all or some of the class members’ claims at the same time.

3. *What is this class action about?*

Sue Williams (the “Representative Plaintiff”) commenced the lawsuit and is represented by Cavalluzzo LLP (“Class Counsel”). Enbridge is defending the case and is represented by McCarthy Tetrault LLP (“Defence Counsel”).

The lawsuit alleges that Enbridge failed to properly administer the paperwork for Statutory Leaves during the Affected Period. As a result, some employees who took Statutory Leaves during the Affected Period have less service in the Enbridge Pension Plans.

Enbridge has denied all of these allegations.

4. *Has there been a trial?*

This case has not gone to trial. The Court has not made any decision on the merits of the allegations in this Class Action. Instead, Ms. Williams and Enbridge have reached a Settlement.

5. *Why is there a Settlement?*

The Representative Plaintiff and Enbridge have agreed to the Settlement. By agreeing to the Settlement, the parties avoid the costs and delay and uncertain outcome of a trial. It also means that the Class Members will not need to testify in Court.

The Representative Plaintiff and Class Counsel think the Settlement is in the best interests of all Class Members.

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| B. WHO IS INCLUDED IN THE SETTLEMENT? |
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6. *Who is included in the Settlement?*

The Class Members for this Class Action are:

- a) All persons who are or were members of one or both Enbridge Pension Plans; *and*
- b) who did not accrue Credited Service in the Enbridge Pension Plans during a Statutory Leave during the Affected Period; *and*
- c) who, as of the date of certification of this Class Action, are
 - a. Salaried Employees; or,
 - b. former employees of Enbridge, whether Salaried Employees or not; or,
 - c. members of a Union (the “Class Members”).

You are a Class Member if you meet this definition. Not all Class Members are eligible for payment under the Settlement.

A smaller group of Class Members (or their Estates) – the “Settlement Class Members” – are eligible for a payment. The Settlement provides for 223 Settlement Class Members to claim amounts which together add up to approximately \$826,836 (the “Settlement Sum”).

C. PROPOSED SETTLEMENT

7. What does the proposed Settlement provide?

The Settlement provides that Settlement Class Members are eligible for compensation.

The Settlement provides for 223 Settlement Class Members to claim amounts which together add up to the Settlement Sum of approximately \$826,836. Some of the Settlement Sum will be paid to Cavalluzzo LLP in legal fees, HST and disbursements. The net amount will be distributed based on a calculated portion of the value of Settlement Class Members’ missed Credited Service accrual (“Missed Service”) in relation to Statutory Leaves.

The value of Settlement Class Members’ Missed Service will depend on the length of their Statutory Leave, their compensation at the time of the Statutory Leave and other factors under the Enbridge Pension Plans. Each Settlement Class Member’s amount will be different because each individual’s situation is different.

A full copy of the Settlement Agreement is available for your review at: <https://www.cavalluzzo.com/enbridgeclassaction>. It sets out the approach that will be taken to each Settlement Class Member's claim.

8. How does the Settlement impact my legal rights?

If you are a Class Member and you did not opt out of the Class Action, you have given up your right to sue Enbridge for the claims outlined in the Amended Statement of Claim (the “Claim”) that got this case started. In other words, you have “released” Enbridge from liability for the claims set out by this Class Action.

This means you cannot sue Enbridge for anything in respect of alleged Missed Service for Statutory Leaves in the Affected Period (which starts at either 1988 or 1990, depending on the Enbridge entity, and ends in 2001). This is true even if you are a Settlement Class Member and you decide not to claim your payment under the Settlement.

The Settlement describes the released claims with specific descriptions, so please read it carefully. If you have any questions about what this means, you may contact Class Counsel.

Class Counsel's and Enbridge's preparation of this Notice Plan and Class Counsel's representation of the Class Members generally does not in any way extend to tax inquiries or tax advice relating to the Settlement, or the settlement payments to Settlement Class Members. Neither Class Counsel nor Enbridge is providing any tax advice to the Settlement Class or any Settlement Class Member. Settlement Class Members are solely responsible for determining the tax treatment of any settlement payment and are encouraged to seek independent tax advice.

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| D. HOW TO RECEIVE A PAYMENT |
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9. How will I receive a payment?

To receive payment, all Settlement Class Members must complete and submit a Claim Form. Enbridge will assess all claims using the approach that the Parties have agreed upon, and the Court has approved. Settlement Class Members will not need to testify in court. Once the claim is verified, they will receive compensation as soon as reasonably possible.

A copy of the Claim Form is available at www.cavalluzzo.com/enbridge-pension-plan-class-action. It must be filled out and submitted to Enbridge to be received by September 1, 2026.

10. How will payments be calculated?

The amount of your payment is based on the process outlined in the Settlement, and approved by the Court

Importantly, the Settlement is for a fixed amount, meaning that Enbridge does not “save” money by denying claims. The net figure payable to Settlement Class Members will depend on how much of the settlement sum is allocated to pay Class Counsel's legal costs. Any amount that is not paid out pursuant to the process set out in the Settlement will be paid to the Canadian Women's Foundation.

The full Settlement at www.cavalluzzo.com/enbridge-pension-plan-class-action explains fully how much is being paid and how it is being distributed.

11. What if I disagree with the decision?

If a decision is made regarding your compensation that you disagree with, you can bring a motion to challenge the assessment at your own cost.

12. Can I receive a payment on behalf of a deceased Settlement class member?

Yes. The Claim Form contains instructions on making a claim to receive payment on behalf of a deceased Settlement Class Member.

Claim Forms can be found on the Class Action Website or by contacting Class Counsel. If you have questions about how you can make a claim on behalf of the estate of a deceased Settlement Class Member, you may contact Class Counsel.

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| E. THE LAWYERS REPRESENTING YOU |
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13. Who is Class Counsel?

Cavalluzzo LLP represents the Representative Plaintiff and the Class Members. If you want to be represented by or receive advice from another lawyer, you may hire one at your own expense.

14. Do I have to pay Class Counsel anything?

No.

Class Counsel will be paid legal fees and disbursements, plus HST, in an amount that the Ontario Superior Court has declared is fair and reasonable. All amounts approved for Class Counsel will be paid directly from the total amount set aside by Enbridge to settle the class action. The fee is 30% of the Settlement Sum which Enbridge has committed to pay.

You will not need to pay any legal fees out of your own pocket for services from Class Counsel relating to the Class Action. If a Class Member retains other lawyers or a personal representative, that Class Member is responsible for paying their own lawyer or representative's fees, disbursements, and taxes.

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| F. GETTING MORE INFORMATION |
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15. How do I get more information?

This notice summarizes the most important details of the Settlement. If you wish to read the full Settlement, a copy is available at: www.cavalluzzo.com/enbridge-pension-plan-class-action.

If you have any questions, you may send them to:

Enbridge Class Action
Cavalluzzo LLP
474 Bathurst Street, Suite 300
Toronto, Ontario M5T 2S6

or email:

enbridgepensioncase@cavalluzzo.com

or call:

1-877-252-9168

SCHEDULE “B”

Second Notice Plan

1. The mechanics of the dissemination of notice of settlement approval (the “Second Notice”) to the Class in the Enbridge Pension Plan Class Action shall be in accordance with this Second Notice Plan (the “Notice Plan”).
2. Defined terms in the Settlement and Amended Amended Statement of Claim (“Claim”) have the same meaning in this Notice Plan.
3. Class Counsel's and Enbridge’s preparation of this Second Notice Plan and Class Counsel's representation of the Class Members generally does not in any way extend to tax inquiries or tax advice relating to the Settlement, or the settlement payments to Class Members. Neither Class Counsel nor Enbridge is providing tax advice to the Class or any Class Member. Class Members will be advised to seek independent tax advice.
4. All costs associated with giving notice to Class Members identified by Enbridge as eligible for a compensation payment pursuant to the Settlement (“Settlement Class Members”) will be borne by Enbridge, except that Class Counsel will assume the cost of posting the Second Notice and Claim Form on its website and sending emails to those on its own lists.

Identification of Settlement Class Members

5. Enbridge has, with input from Class Counsel, prepared a list of all Settlement Class Members, along with, wherever available, their last known physical address, telephone number, and email addresses. Such information has been compiled from payroll information maintained by Enbridge and/or pension administration information maintained by Enbridge as pension plan

administrator of the Enbridge Pension Plans.

6. Enbridge retained a search firm, Equifax, which made reasonable efforts to locate an address for any Settlement Class Member entitled to a payment in the 2026 Mercer Report for whom they did not have recent contact information. This resulted in a more accurate and up-to-date list of last known contact information for the Settlement Class Members, from which notice can be disseminated.

The Second Notice

7. Within 60 days of the Second Order, Enbridge and Class Counsel will disseminate the Second Notice in the manner described below.
8. The Second Notice and the Claim Form shall be posted on Class Counsel's website at www.cavalluzzo.com/enbridge-pension-plan-class-action.
9. Class Counsel will send an email containing the Second Notice and the Claim Form to all Settlement Class Members on Class Counsel's email list.
10. The Second Notice, along with the Claim Form, will be sent by Enbridge to all Settlement Class Members to both their last known physical address and to their last known email address, insofar as Enbridge has been able to determine such information, to the extent that Class Counsel has not already provided the Second Notice and Claim Form by email according to paragraph 9 above.
11. Enbridge will supply Class Counsel with confirmation, in a form reasonably acceptable to Class Counsel, that the Second Notice has been sent in the manner outlined in this Notice Plan.

Reports to Class Counsel and Class Counsel's Monitoring Role

12. Class Counsel will oversee the administration of the Second Notice Plan and provide advice and assistance to Enbridge, through its counsel, with respect to their role in the administration of the Second Notice Plan.

13. Enbridge, through its counsel, will provide Class Counsel with ongoing reports of its progress in a form acceptable to Class Counsel, acting reasonably and in accordance with the Second Notice Plan.

SCHEDULE “C”

Claims Protocol

1. The mechanics of the implementation and administration of Claims for payment under the proposed settlement in the Enbridge Class Action (the “Settlement”) shall be in accordance with this Claims Protocol.

2. Defined terms in the Term Sheet and Amended Amended Statement of Claim (“Claim”) have the same meaning in this Claims Protocol. For further clarity, all Class Members are bound by the Settlement, while a subset of Class Members (the “Settlement Class Members”) have been identified as eligible for payment under the Settlement.

3. Class Counsel's and Enbridge's preparation of this Claims Protocol and Class Counsel's representation of the Class Members generally does not in any way extend to tax inquiries or tax advice relating to the Settlement Term Sheet, or the settlement payments to Settlement Class Members. Neither Class Counsel nor Enbridge is providing tax advice to the Class or any Class Member. Settlement Class Members will be advised to seek independent tax advice.

Payment of Settlement Amount

4. The Settlement Amount shall be paid as follows:
- (a) Enbridge shall first provide payment for Class Counsel's fees, disbursements and applicable taxes in the amount approved by the Court, from the Settlement Amount, leaving the “Net Settlement Amount”;

- (b) Enbridge's actuarial expert, Mercer, will use the figures in the 2025 Mercer Report and 2026 Mercer Report containing the 75% entitlement calculations for each Settlement Class Member, to calculate the final pro-rated entitlement amounts due to each Settlement Class Member from the Net Settlement Amount;
- (c) and
- (d) Any remaining funds in the Net Settlement Amount following all of the above payments shall be directed by *cy près* payment to the Women's Foundation.

Submission of the Claim Form

- 5. In order to receive any payment, Settlement Class Members will be required to complete and return a Claim Form to Enbridge, in the form attached as Appendix "A".
- 6. To receive compensation, an individual Settlement Class Member must return a Claim Form by the Claim Deadline, received within 60 days after the distribution of the Second Notice with the draft Claim Form to each Settlement Class Member. If a Settlement Class Member is deceased when the Second Notice is disseminated, a Legal Representative may complete the Claim Form on behalf of the Estate of the deceased Settlement Class Member. Enbridge will make reasonable efforts to assist such Legal Representatives by providing appropriate information to confirm their status. Reference to Settlement Class Members (or "Claimant") in the process that follows includes reference to their Legal Representative.

7. Where a person who believes they are (or are the Legal Representative for) a Settlement Class Member submits a Claim Form, Enbridge shall, within 30 days of the Claim Deadline, advise the individual either that:

(a) Enbridge does not believe the person is a Settlement Class Member eligible for a payment pursuant to the Settlement, or;

(b) Confirm that the person is a Settlement Class Member and that Enbridge will make the stipulated payment to that person.

8. If an individual is advised by Enbridge that they are not a Settlement Class Member eligible for a payment pursuant to the Settlement, such individual may bring a motion for directions to the Court for determination as to their eligibility for payment as a Settlement Class Member within 15 days of being advised by Enbridge that they are not eligible for payment. Class Counsel would not represent any such individuals and would advise them to seek independent counsel.

9. With respect to incomplete or improperly completed Claim Forms:

(a) Where a Claim Form contains minor omissions or errors, Enbridge shall correct such omissions or errors if the information necessary to correct the error or omission is readily available or obvious to Enbridge, and make the necessary determination as to eligibility;

(b) An incomplete or improperly completed Claim Form will not be grounds to deny compensation to a Settlement Class Member, unless the information provided by the Settlement Class Member allows Enbridge,

acting reasonably, to determine that the person is not eligible for a payment pursuant to the Settlement; and

- (c) Enbridge will, upon receipt of any other incomplete or improperly completed Claims Form by a person who appears to be eligible for a payment pursuant to the Settlement Term Sheet, provide that form to Class Counsel, who will make reasonable efforts to contact that Settlement Class Member in order to correct any deficiencies with the Claim Form within the allotted claims period, with an extension of up to 14 days, if necessary;
- (d) Enbridge will have no responsibility to investigate or verify the veracity of any sworn Claim Form submitted by a person purporting to be a Settlement Class Member, or purporting to be the sole valid Legal Representative of a deceased Settlement Class Member .

Payment Notification and Distribution

10. Once the process for receiving and approving all Claim Forms (including any motions to the Court for directions) is completed, or the time for submission of all Claim Forms has elapsed, within 30 days Enbridge will provide the Settlement Class Members determined to be eligible for payment pursuant to the Settlement with a statement indicating the actuarial calculation of the amount owed to them (the “Individual Statement”), on the assumption they would have been entitled to credited service for a Statutory Leave according to Enbridge records, pursuant to the calculations in the 2026 Mercer Report (as amended with respect to the Net Settlement Amount) which

determined the compensation owing to each Class Member who submits an appropriate Claim Form, including a tax gross up for those whose entitlement is likely to have a tax impact on an agreed basis.

11. The 2026 Mercer Report is based on extensive actuarial review of the records in Enbridge's possession related to Settlement Class Members and calculations reviewed by an actuary retained by Class Counsel. The calculations are based on standard actuarial practices common to calculation of pension values.-

12. The Individual Statement will also include basic data related to the Settlement Class Member, including their age, pensionable income and total credited service in the Enbridge Pension Plans.

13. If a Settlement Class Member believes the basic data in the Individual Statement is incorrect, the Settlement Class Member has 15 days after receiving the Individual Statement to challenge the allegedly incorrect statement by providing documents to Enbridge which demonstrate the correct basic data, failing which the calculations are final. Enbridge will respond to the challenge within 15 days.

14. If, after a challenge is made and a response provided, the Class Member is not satisfied with the calculation, such individual may bring a motion for directions to the Court for determination as to their eligibility for payment as a Settlement Class Member within 15 days of receipt of the Enbridge response. Class Counsel would not represent any such individuals and would advise them to seek independent counsel.

15. Within 30 days following the later of the deadline for challenges to the

Individual Statements having passed, and the date on which all challenges to the Individual Statements (including any motions to the Court for directions) have been resolved, Enbridge will, subject to the election made by the approved Settlement Class Member, either deposit the amount due to that person into their banking account or mail them a cheque in the amount due.

Tax Matters

16. The 2026 Mercer Report includes tax gross ups where believed to be applicable. In addition, Settlement Class Members who qualify according to the Settlement will be assisted by Enbridge in filling out a Form T1198 for that person to use with CRA.

17. Neither Enbridge nor Class Counsel will have any liability for, or involvement in, the tax implications or any other impact of these payments.

Reports to Class Counsel and Class Counsel's Monitoring Role

18. Class Counsel will maintain oversight over Enbridge's administration and processing of claims received pursuant to this Claims Protocol. Class Counsel will provide advice and assistance to Enbridge, through its counsel, regarding this implementation and the administration generally.

19. Enbridge, through its counsel, will provide Class Counsel with ongoing reports of its progress in a form acceptable to Class Counsel, acting reasonably. Without limiting the generality of this reporting obligation, and without purporting to replace the other notices and information Enbridge has agreed to provide elsewhere in the Second Notice Plan or Claims Protocol, the reports will concern the following:

- (a) the number of Settlement and other Class Members who have filed a Claim Form;
 - (b) the number of Legal Representatives of Settlement and other Class members who have filed a Claim Form and any concerns about their Claim Forms;
 - (c) details concerning any challenges made by Settlement Class Members in accordance with this Protocol; and
 - (d) the payments paid to approved Settlement Class Members pursuant to the Settlement, and any payments that remain unclaimed or uncashed for four (4) months following Enbridge's delivery of payment to the approved Settlement Class Member at their elected method of payment, to allow Class Counsel to follow-up as practicable.
20. Class Counsel will provide counsel for Enbridge with updates, acting reasonably, as to any contact with Class Members for the purpose of facilitating the completion of this Settlement.

Undeliverable and Uncashed Cheques

21. In the event that a cheque provided to any Settlement Class Member is returned as undeliverable, Enbridge will notify Class Counsel within 10 days following Enbridge's receipt of the return, to allow Class Counsel to investigate, if they so choose.
22. In the event that a cheque provided to any Class Member is uncashed after six months, the cheque will be considered stale, and Enbridge and Class Counsel will have no further obligation to that person under this Plan.

23. Within 30 days after the stale date for the last cheque distributed, if there remains any amount of the settlement funds stipulated by the 2026 Mercer Report, those monies will be donated by Enbridge by way of a *cy prè*s distribution to the Women's Foundation pursuant to the Settlement.

Final Report

24. Within 30 days of the date of distribution of the *cy prè*s payment (or the date upon which both parties agree that no such distribution is required), Enbridge will provide Class Counsel with a final report indicating the amounts paid to Class Members and, if applicable, the amount paid by *cy prè*s payment to the Women's Foundation. The report shall be a report as required by section 26(10) of the *Class Proceedings Act, 1992*. Counsel shall together take all necessary steps to ensure that the reporting requirements to the court are adhered to as set out in statute.

Appendix "A"

Enbridge Pension Plan Class Action Settlement Claim Form

| | |
|--|--------------------------------------|
| PLEASE COMPLETE ALL OF THE APPLICABLE FIELDS BY SEPTEMBER 1, 2026: | |
| PART 1 – SETTLEMENT CLASS MEMBER INFORMATION | |
| 1. First and Middle Name | 2. Last Name |
| 3. Social Insurance Number | |
| 4. Permanent Home Address (include street address, city/town, and province/territory) | |
| 5. Mailing Address (if different from above) | |
| 6. E-mail address: | |
| 7. Telephone Number | 8. Alternate Telephone Number |
| 9. Election for Payment by Cheque or Direct Deposit: Cheque mailed to address # 5 (or, if none, to #4) above: _____ OR Direct Deposit to Bank Account set out below: _____ Bank Number: Transit number: Account Number: Please attach void cheque | |

| | |
|--|---------------------|
| PART 2 – LEGAL REPRESENTATIVE OF A SETTLEMENT CLASS MEMBER INFORMATION Complete this section if you are administering the estate of a deceased Settlement Class Member | |
| 1. First Name | 2. Last Name |
| 3. Social Insurance Number | |

| | |
|---|--------------------------------------|
| 4. Permanent Home or Office Address (include street address, city/town, and province/territory) | |
| 5. Mailing Address (if different from above) | |
| 6. Telephone Number | 7. Alternate Telephone Number |
| 8. E-Mail address: | |
| 9. Role on behalf of the Settlement Class Member: | |
| 8. Election for Payment by Cheque or Direct Deposit: Cheque mailed to address #5 (or, if none, to #4) above: _____ OR Direct Deposit to Bank Account set out below: _____ Bank Number: Transit number: Account Number: Please attach void cheque | |
| 9. List of Documents attached to confirm the Settlement Class Member is deceased and your status as legal representative of the deceased. This may include a death certificate, will, and/or affidavit or sworn statement setting out the relevant facts. | |

| |
|--|
| PART 3 – DECLARATIONS AND SIGNATURE |
| 1. Indemnity By signing this form, you acknowledge that, if you or the Estate that you represent, receive a payment in respect of the Enbridge Pension Plan Class Action, you are responsible for any taxes, EI premiums, or CPP premiums that might apply to that payment. Enbridge will not be withholding any portion of funds paid in respect of this Class Action on your behalf for the Canada Revenue Agency [“CRA”]. You agree to indemnify and save harmless Enbridge and you waive any claims against Enbridge for any claims, taxes, charges, penalties, or obligations, if any, applied by the CRA to the payment. |

2. Privacy Statement and Consent

Enbridge and Cavalluzzo LLP will collect, use and/or disclose this form and any enclosures, data, information, reports, material or other documents of any nature which are disclosed, revealed or transmitted to them with this form solely for the purpose of executing the terms of the Class Action settlement agreement. The use and disclosure of any personal information received by Enbridge is subject to all applicable laws that may require the retention or disclosure of the personal information disclosed, including the *Personal Information Protection and Electronic Documents Act*, subject to the protection provided to the parties by Court Order,

In submitting this form, you consent to the use of the information contained herein for the purposes of administering the Enbridge Pension Plan Class Action claims process.

3. I DECLARE THAT:

- The information provided in this form is true, based on my personal records, experience and recollection.
- If the information described above is inaccurate, false or misleading, I may be required to repay the compensation that I receive.
- I have read and agree to the Indemnity provision set out in Part 3, paragraph 1. above.

Settlement Class Member or
Legal Representative signature

Date

PART 4 – WHERE TO SEND YOUR CLAIM FORM

Please mail or email your completed claim form and any attached documents (if applicable) to the following address to be received by SEPTEMBER 1, 2026:

[INSERT ADDRESS]

SCHEDULE "D"

Court File No. CV-21-00658687-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE GLUSTEIN

TUES DAY, THE 29th
DAY OF AUGUST, 2023

B E T W E E N:

SUSAN WILLIAMS

Plaintiff

and

ENBRIDGE GAS INC. and ENBRIDGE INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**Amended ORDER
(Pre-Discovery Production of Documents)**

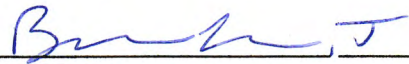
THIS MOTION, made by the Plaintiff for the amendment of an Order dated November 24, 2022 for disclosure by the Defendants of personnel records was heard this day in writing before the Honourable Justice Glustein, in Toronto, Ontario.

ON BEING ADVISED that the Defendants do not oppose the relief sought:

1. **THIS COURT ORDERS** that, on a timetable to be agreed upon by the parties (or otherwise, if necessary, by further Order of this Court), the Defendants will provide to Counsel for the Plaintiff and the proposed Class ("Class Counsel") such historical personnel records of the persons falling within the proposed Class definition as the parties agree upon, in advance of the motion for certification in this matter ("the Productions").

2. **THIS COURT DECLARES** that this Order constitutes an order compelling the production by the Defendants of the information outlined in paragraph 1, within the meaning of applicable privacy laws, and that this Order satisfies the requirements of s. 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.
3. **THIS COURT ORDERS AND DECLARES** that any requirement under applicable privacy laws for the Defendants to provide any notice to persons of the disclosure without consent of their information in complying with this Order is hereby fulfilled or, alternatively, waived.
4. **THIS COURT ORDERS** that the Defendants are released from any and all obligations pursuant to any and all applicable privacy laws, including common law, statutes, and regulations in relation to the disclosure of personal information required by this Order.
5. **THIS COURT ORDERS** that Class Counsel shall use the Productions provided in compliance with paragraph 1 of this Order solely for the purpose of considering the proper scope and prosecution of this proposed class proceeding, and shall not disclose the content of any such Production to any other person without the express written consent of the Defendants, which disclosure shall then fall within the scope and protection of this Order.
6. **THIS COURT ORDERS AND DECLARES** that the provision of the Productions by the Defendants pursuant to paragraph 1, and the use of the personal information of the proposed Class Members in the Productions referred to in paragraph 2, does not breach the statutory or common law privacy rights of those individuals.

7. THIS COURT ORDERS AND DECLARES that the Order in paragraph 1 for the provision of the Productions to Class Counsel, and the Orders and Declarations in the remainder of this Order covering the provision of those Productions, are and shall be extended to the provision by the Defendants of the Productions to separate counsel for certain members of the proposed Class (the "Union Counsel").

Signed: 
Justice Glustein

SUSAN WILLIAMS
Plaintiff and

ENBRIDGE GAS INC., et al.
Defendants

Court File No.: CV-21-00658687-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

Amended ORDER
(Pre-Discovery Production of Documents)

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MTDOCS 46096429

SUSAN WILLIAMS
Plaintiff

-and- **ENBRIDGE GAS INC. et al.**
Defendants

Court File No. CV-21-00658687-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

ORDER (SETTLEMENT APPROVAL)

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