

MINUTES OF SETTLEMENT

Made on September 21, 2021

BETWEEN:

ANNA BOURQUE

Plaintiff

and

CINEFLIX; CINEFLIX & DESIGN; CINEFLIX (PROPERTY BROTHERS 6) INC.; CINEFLIX (AIR HEROES) INC.; CINEFLIX (ANIMALS) INC.; CINEFLIX (BELIEVE ME) INC.; CINEFLIX (BIKERS 2) INC.; CINEFLIX (BIZARRE) INC.; CINEFLIX (BW) INC.; CINEFLIX (CAPTIVE) INC.; CINEFLIX (CHEF WANTS) INC.; CINEFLIX (CITIES) INC.; CINEFLIX (COOLER FACTS) INC.; CINEFLIX (COPPER) INC.; CINEFLIX (COPPER-DOC) INC.; CINEFLIX (COUNTDOWN 2) INC.; CINEFLIX (COUNTDOWN) INC.; CINEFLIX (DEED 2) INC.; CINEFLIX (DEED) INC.; CINEFLIX (DETECTIVES) INC.; CINEFLIX (GOURMET) INC.; CINEFLIX (HOLIDAY BATTLE) INC.; CINEFLIX (HOME) INC.; CINEFLIX (HOME FACTORY) INC.; CINEFLIX (I SURVIVED) INC.; CINEFLIX (ICC) INC.; CINEFLIX (JACKMAN) INC.; CINEFLIX (KARMA) INC.; CINEFLIX (LAWMEN) INC.; CINEFLIX (LIES AND ALIBIES) INC.; CINEFLIX (LKA) INC.; CINEFLIX (LOADED) INC.; CINEFLIX (MAYDAY 10) INC.; CINEFLIX (MAYDAY 12) INC.; CINEFLIX (MAYDAY 13) INC.; CINEFLIX (MAYDAY 14) INC.; CINEFLIX (MAYDAY 15) INC.; CINEFLIX (MAYDAY 16) INC.; CINEFLIX (MAYDAY 17) INC.; CINEFLIX (MAYDAY 18) INC.; CINEFLIX (MAYDAY 19) INC.; CINEFLIX (MAYDAY-COMP) INC.; CINEFLIX (MEDICAL EXAMINER) INC.; CINEFLIX (MEDICAL EXAMINER 2); CINEFLIX (MISSING SEARCH) INC.; CINEFLIX (MITCHELL STORY) INC.; CINEFLIX (MOST WANTED) INC.; CINEFLIX (MOTIVES 2) INC.; CINEFLIX (MOTIVES 3) INC.; CINEFLIX (MOTIVES 4) INC.; CINEFLIX (MOTIVES 5) INC.; CINEFLIX (NATURE) INC.; CINEFLIX (OCEAN MYSTERIES) INC.; CINEFLIX (PLANET) INC.; CINEFLIX (PROPERTY 5) INC.; CINEFLIX (PROPERTY 6) INC.; CINEFLIX (PROPERTY 7) INC.; CINEFLIX (PROPERTY 11) INC.; CINEFLIX (PROPERTY 12) INC.; CINEFLIX (PURE EAST) INC.; CINEFLIX (RAILROAD 2) INC.; CINEFLIX (RAILROAD) INC.; CINEFLIX (RICH) INC.; CINEFLIX (RICH PICK) INC.; CINEFLIX (RV) INC.; CINEFLIX (STORY) INC.; CINEFLIX (STYLE FACTORY) INC.; CINEFLIX (SUPER SWAT) INC.; CINEFLIX (T & D) INC.; CINEFLIX (THE ELEVEN) INC.; CINEFLIX (TINY HOUSE) INC.; CINEFLIX (TITUSS) INC.; CINEFLIX (TOP COLLECTOR) INC.; CINEFLIX

(TYRANNOSAURUS) INC.; CINEFLIX (UNSELLABLES 2) INC.;
CINEFLIX (UTG) INC.; CINEFLIX (VEGAS 911) INC.; CINEFLIX BIRTH
INC.; CINEFLIX INC.; CINEFLIX LIBRARY INC.; CINEFLIX MEDIA INC.
MEDIA CINEFLIX INC.; CINEFLIX PRODUCTIONS (AWAKENING) INC.;
CINEFLIX PRODUCTIONS (BLASTERS) INC.; CINEFLIX
PRODUCTIONS (EA) INC.; CINEFLIX PRODUCTIONS (FASHION) INC.;
CINEFLIX PRODUCTIONS (GHG) INC.; CINEFLIX PRODUCTIONS
(GUADALCANAL) INC.; CINEFLIX PRODUCTIONS (JONESTOWN)
INC.; CINEFLIX PRODUCTIONS (LEGENDS) INC.; CINEFLIX
PRODUCTIONS (MADLAB) INC.; CINEFLIX PRODUCTIONS
(PARADISE) INC.; CINEFLIX PRODUCTIONS (PROPERTY) INC.;
CINEFLIX PRODUCTIONS (UNSELLABLES) INC.; CINEFLIX STUDIOS
CANADA INC.; LES PRODUCTIONS CINÉFLIX INC.; LIBRAIRIE
CINEFLIX INC.; PRODUCTIONS CINEFLIX (AWAKENING) INC.;
PRODUCTIONS CINEFLIX (BLASTERS) INC.; PRODUCTIONS
CINEFLIX (EA) INC.; PRODUCTIONS CINEFLIX (FASHION) INC.;
PRODUCTIONS CINEFLIX (GUADALCANAL) INC.; PRODUCTIONS
CINEFLIX (JONESTOWN) INC.; PRODUCTIONS CINEFLIX (LEGENDS)
INC.; PRODUCTIONS CINEFLIX (MADLAB) INC.; PRODUCTIONS
CINEFLIX (PARADISE) INC.; PRODUCTIONS CINEFLIX (PROPERTY)
INC.; PRODUCTIONS CINEFLIX (UNSELLABLES) INC.

Defendants

Proceedings pursuant to the *Class Proceedings Act, 1992* (Ontario)

A. Recitals

WHEREAS, on October 5, 2018, the Plaintiff commenced the Class Action seeking to represent certain individuals who work or worked in Ontario for the Defendants claiming, among other things, compensation for overtime pay, vacation pay, and public holiday pay;

AND WHEREAS the Class Action was commenced by way of Statement of Claim issued in the Superior Court of Justice and bearing Superior Court of Justice Court File Number CV-18-00606489-00CP;

AND WHEREAS the Plaintiff retained the law firm Cavalluzzo LLP to pursue the Class Action;

AND WHEREAS the Plaintiff brought a motion to certify the Class Action, which motion resulted in the exchange of approximately seven (7) volumes of evidence;

AND WHEREAS the Parties engaged in mediated settlement discussions with former Associate Chief Justice Douglas Cunningham and William Kaplan;

AND WHEREAS the Parties engaged in separate collective bargaining talks involving the CWA/SCA Canada and IATSE, two trade unions, with a view to concluding a collective agreement between these unions and Cineflix;

AND WHEREAS the Parties entered into a non-binding term sheet to resolve the Class Action conditional on the execution of a comprehensive, formal settlement agreement;

AND WHEREAS the Parties wish to fully and finally resolve all matters in dispute between them in relation to the Class Action;

NOW THEREFORE for good and valuable consideration received, the Parties stipulate and agree that the Class Action shall be fully and finally settled and resolved on the terms and conditions set forth in this Settlement Agreement:

B. Definitions

1. In this Settlement Agreement:

- (a) **Cineflix** means the named defendants to the Class Action, as well as any subsidiaries, affiliates and related entities of such named defendants that carry on business under the name Cineflix;
- (b) **Claims Form** means either the Individualized Claims Form or the Generic Claims Form attached to Schedule D to this Settlement Agreement;
- (c) **Class** means any person who worked for Cineflix, whether directly or indirectly through corporations owned and/or controlled by such person, in any legal relationship whatsoever (including as an employee, dependent contractor, independent contractor, or sole proprietor), in Ontario at any time during the Class Period, but excluding those who only worked for Cineflix in one or more Excluded Roles and/or Managerial Roles during the Class Period. For clarity, the Class includes all such persons who lived in Ontario while working for Cineflix and worked for a Cineflix company based in Ontario, whether or not those persons did some or all of their work for Cineflix outside of Ontario.
- (d) **Class Action** means the proposed class action bearing Court File No. CV-18-00606489-00CP commenced in the Superior Court of Justice of Ontario;
- (e) **Class Counsel** means Cavalluzzo LLP;
- (f) **Class Counsel Fees** mean the fees, disbursements, costs and all other applicable taxes or charges of Class Counsel, including without limitation any applicable HST;
- (g) **Class Member(s)** means, individually or collectively, any member or members of the Class;

- (h) **Class Period** means October 6, 2016 up to, and including, September 1, 2021;
- (i) **Collective Agreement** means the collective agreement substantially in the form attached as Schedule “E” to the Settlement Agreement;
- (j) **Court** means the Superior Court of Justice of Ontario;
- (k) **Defence Counsel** means Lenczner Slaght LLP;
- (l) **Discontinued Group** means all persons who worked for Cineflix in Ontario only prior to October 6, 2016 in pre-production, and/or production, and/or post-production job classifications, other than Class Members or persons who only worked during that period in one or more Managerial Roles;
- (m) **Discontinued Group Member(s)** means, individually or collectively, any member or members of the Discontinued Group;
- (n) **Distribution and Notice Plan** means the form of notice and procedures set out in Schedule “D”, or such other form as may be agreed to by the Parties and approved by the Court;
- (o) **Effective Date** means the next calendar day after the day on which all appellate rights with respect to the Final Approval Order have expired or the Final Approval Order is affirmed upon the final disposition of all appeals;
- (p) **Excluded Role** means each of:
 - (i) Any job in respect of which an individual’s terms of work are covered by a collective agreement;
 - (ii) Any actors or other on-screen talent;
 - (iii) Any jobs of any sort relating to work on scripted productions; and

- (iv) Any corporate staff, such as administrative, professional, accounting and similar staff, whose engagement does not arise in respect of only a specific production or specific productions;
- (q) **Final Approval Order** mean an order of the Court substantially in the form attached as Schedule “C” approving this Settlement Agreement, declaring this Settlement Agreement to be binding upon all Settlement Class Members, and dismissing the Action with prejudice and without costs;
- (r) **Final Settlement Amount** means the First Settlement Amount and, if applicable, the Second Settlement Amount;
- (s) **First Order** mean an order of the Court substantially in the form attached as Schedule “B” certifying the Class Action as class proceeding for the purpose of giving effect to and implementing this Settlement Agreement, approving the First Notice and the Distribution and Notice Plan as it pertains to the First Notice, providing a process for Class Members to opt-out of the Class Action, and discontinuing without costs the Class Action on behalf of the Discontinued Group;
- (t) **First Notice** means the notice of the First Order, the hearing to approve the Settlement Agreement, the opt-out process, and to obtain the Final Approval Order, as set out in the Distribution and Notice Plan;
- (u) **First Settlement Amount** means CDN \$1,000,000;
- (v) **Managerial Role** means each of any job in which an individual held one or more of the following job titles or substantially similar job titles, or primarily performed the job functions associated with such job titles:

- (i) Executive Producer
 - (ii) Line Producer;
 - (iii) Producer;
 - (iv) Production Manager; or
 - (v) Series Producer;
- (w) **Net Proceeds** means monies in the Trust Account made up of the Final Settlement Amount less any Class Counsel Fees that may be approved by the Court plus any interest accrued in the Trust Account;
- (x) **Opt-Out Deadline** means thirty days from the date on which the First Notice set out in the Distribution and Notice Plan is first published, or such other date agreed upon by the Parties and ordered by the Court;
- (y) **Opt-Out Form** means the form attached as Schedule "A";
- (z) **Parties** means the Plaintiff and Cineflix;
- (aa) **Payment Class** mean all Settlement Class Members who complete a Claims Form by the Response Deadline;
- (bb) **Payment Class Member(s)** means, individually or collectively, any member or members of the Payment Class;
- (cc) **Plaintiff** means Anna Bourque;
- (dd) **Released Claims** mean any and all manner of claims, demands actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, for damages of any kind, including without limitation compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration

penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct occurring anywhere, from the beginning of time to September 1, 2021 relating to all claims that that were raised or which could have been raised in the Class Action, including, but not limited to, any claims for unpaid minimum wage earnings, vacation pay, public holiday pay, or overtime pay, whether under the *Employment Standards Act, 2000*, SO 2000 c 41, pursuant to contractual arrangements, or otherwise;

- (ee) **Releasees** mean jointly and severally, individually and collectively, Cineflix and its subsidiaries, affiliates and related entities and its current and former officers, directors, employees, shareholders, partners, agents, lawyers, insurers, reinsurers, subrogees, successors, and assigns;
- (ff) **Releasors** mean individually and collectively, the Plaintiff and each of the Settlement Class Members and their respective heirs, executors, administrators, and assigns, as well as any corporations owned and/or controlled by the Plaintiff or any of the Settlement Class Members through which they provided services to Cineflix, whether or not such Settlement Class Members deliver a Claims Form or otherwise receive any portion of the Net Proceeds;

- (gg) **Response Deadline** means 60 days from the date that the Claims Form is first sent to any Settlement Class Member;
- (hh) **Second Notice** means the notice of the Final Approval Order, settlement approval, and the claims process, as set out in the Distribution and Notice Plan;
- (ii) **Second Settlement Amount** means CDN \$1,500,000;
- (jj) **Settlement Agreement** means this settlement agreement, including the recitals and annexes;
- (kk) **Settlement Approval Hearing** means the hearing of the motion to be brought by the Plaintiff in Court for the Final Approval Order;
- (ll) **Settlement Class** mean all Class Members, except Persons who validly opt-out of the Settlement Class in accordance with the First Order;
- (mm) **Settlement Class Member(s)** means, individually or collectively, any member or members of the Settlement Class;
- (nn) **Trust Account** means an interest bearing trust account at a Canadian Schedule 1 bank under the control of Defence Counsel for the benefit of Class Members.

C. Best Efforts

2. The Parties shall use their best efforts to effectuate this Settlement Agreement, including securing the First Order and the Final Approval Order.

D. The First Order: Certification of the Class Action, the Opt-Out Process, and the Discontinuance of the Action for Certain Persons

3. The Parties will bring a motion for the First Order to the Court as soon as practicable and on a date to be set by the Court.

4. The Parties agree that, for the purposes of settlement, the First Order will provide that the Class Action shall be certified as a class proceeding pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 in terms consistent with this Settlement Agreement. The Parties agree that such certification shall be solely for the purpose of settlement of the Class Action and the approval of this Settlement Agreement by the Court.

5. The Parties agree that the First Order will provide that the Class Action will be discontinued without costs on behalf of the Discontinued Group.

E. Opting-Out

6. Class Members may opt out of the Class Action by the Opt-Out Deadline. The Opt-Out Deadline will be set out in the First Order and in the notices given to Class Members pursuant to the Distribution and Notice Plan.

7. Class Members wishing to opt out must do so by completing the Opt-Out Form and delivering it to Class Counsel by regular mail or email by the Opt-Out Deadline. A Class Member that provides Class Counsel with substantially the same information as found in the Opt-Out Form by the Opt-Out Deadline will also be deemed to have opted out of the Class Action.

8. Class Counsel will provide Cineflix with a list of the Class Members who opted out by the Opt-Out Deadline within seven days of the Opt-Out Deadline.

9. Subject to direction of the Court, no Class Member may opt out after the Opt-Out Deadline.

F. The Final Approval Motion

10. At the Plaintiff's own expense, the Plaintiff will move for the Final Approval Order. That motion will be heard by the Court on December 21, 2021, or as soon thereafter the Court might direct.

11. At the Plaintiff's own expense, the Plaintiff will also move, on December 21, 2021, for an Order on such terms as approved by the Court approving Class Counsel Fees.

12. Cineflix recognizes that Class Counsel Fees payable are a matter between Class Counsel and the Class, subject to approval by the Court. Cineflix shall take no position in respect of Class Counsel Fees. Beyond its payment of the Final Settlement Amount, Cineflix shall not be liable to pay for any additional amount on account of Class Counsel Fees.

13. Subject to approval of the Court, any Class Counsel Fees payable from the Final Settlement Amount shall be reimbursed and paid out of the account holding the Final Settlement Amount within fourteen (14) days of the deposit of the Final Settlement Amount or by such date as the Court may order.

14. The Parties will give notice of the hearing seeking the Final Approval Order in accordance with the procedures outlined in the Distribution and Notice Plan. The Parties will obtain whatever directions or orders are necessary from the Court to effectuate this notice.

15. For greater certainty, the failure of the Court to approve a request for Class Counsel Fees has no impact or effect on the rights and obligations of the Parties to the Settlement Agreement and shall not be grounds for termination of the Settlement Agreement.

G. Settlement Funds and Other Payments

16. Cineflix will pay the First Settlement Amount into the Trust Account within 14 days following the Effective Date.

17. On or before the latter of i) March 29, 2022 or ii) 14 days following the Effective Date, Cineflix will either:

- (a) Pay the Second Settlement Amount into the Trust Account; or
- (b) Enter into the Collective Agreement with a Joint Council formed of the CWA/SCA Canada and IATSE.

18. Cineflix's decision as to whether to comply with paragraph 17(a) or paragraph 17(b) of the Settlement Agreement shall be at its sole and absolute discretion. For greater certainty, Cineflix is not required to have any discussions with Class Counsel, any member of the Class, CWA/SCA Canada, or IATSE, nor is it required to specifically

consider the interests of or consult with any other person before deciding whether to comply with paragraph 17(a) or paragraph 17(b).

19. Both the First Settlement Amount and, if applicable, the Second Settlement Amount shall be non-reversionary.

20. In the event that Cineflix enters into the Collective Agreement but such Collective Agreement is not ratified by those eligible to ratify same within ninety (90) days of Cineflix's election, Cineflix will pay the Second Settlement Amount within fourteen (14) days of the earlier of the decision not to ratify or the expiry of the ninety (90) day ratification period described.

21. Defence Counsel shall maintain the Trust Account as provided for in this Settlement Agreement. Defence Counsel shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement or in accordance with an order of the Court, obtained with notice to Cineflix.

22. Subject to Court approval, the Final Settlement Amount shall be paid out to Settlement Class Members in accordance with the Distribution and Notice Plan. At the appropriate time, Defence Counsel shall transfer the Final Settlement Amount to Cineflix for distribution in accordance with the Distribution and Notice Plan.

23. Except as hereinafter provided, all interest earned on the Final Settlement Amount within the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Final Settlement Amount.

24. Subject to Court approval, Cineflix will make a further payment of a \$7,500.00 Plaintiff's honorarium to Class Counsel, in trust, within fourteen (14) days of the Effective Date. In the event that the Court does not approve the payment of the Plaintiff's honorarium, Cineflix shall not be obligated to pay such amount to either the Plaintiff or otherwise. In the event that the Court reduces the quantum of the Plaintiff's honorarium, Cineflix shall only be obligated to pay such amount as the Court might approve. For greater certainty, under no circumstances shall Cineflix be obligated to pay a Plaintiff's honorarium in an amount exceeding \$7,500.00.

25. For greater certainty, Cineflix shall have no liability to make any payments pursuant to this Settlement Agreement other than: (i) the Final Settlement Amount; (ii) any Plaintiff's honorarium pursuant to this Settlement Agreement that might be approved by Court; and (iii) whatever expenses Cineflix may incur in order to give effect to the Distribution and Notice Plan and administer the Settlement Agreement, as described in this Settlement Agreement and its appendices.

H. Further Terms Concerning the Administration of the Settlement Agreement

26. Cineflix will pay the costs of the dissemination of all notices set out in the Distribution and Notice Plan, save and except those forms of notice Class Counsel has agreed to carry on at its own cost.

27. Cineflix will assume the entire cost of administering the Settlement Agreement, including the cost of sending follow-up communications, the cost of paying Payment Class Members, the cost of sending new cheques in the case of lost or stolen cheques or other

non-deposit by a Class Member, and any costs associated with any steps outlined in the Distribution and Notice Plan.

I. Termination of the Settlement Agreement

28. The Plaintiff or Cineflix may terminate this Settlement Agreement only in the event that:

- (a) The Court declines to grant an order discontinuing the action on behalf of the Discontinued Group;
- (b) The Court declines to grant a First Order substantially in the form attached as Schedule “B”, or if any such First Order is overturned or reversed in whole or in part on appeal;
- (c) The Court declines to grant the Final Approval Order substantially in the form attached as Schedule “C” or if such Final Approval Order is overturned or reversed in whole or in part on appeal; or
- (d) The total number of Class Members who opt-out of the action exceeds 15% of the total number of Class Members.

29. To exercise a right of termination under paragraph 28, a terminating party shall deliver a written notice of termination of this Settlement Agreement within thirty (30) days of the ground for termination becoming known to the terminating party. Upon delivery of such a written notice, this Settlement Agreement shall be terminated, shall be null and void and have no further force or effect, and shall not be binding on the Parties, except as expressly provided below.

30. If this Settlement Agreement is not approved, is terminated by the Plaintiff or Cineflix in accordance with its terms, or otherwise fails to take effect for any reason, all orders made in respect of this Settlement Agreement shall be set aside and shall be deemed as having no force and effect and shall be without prejudice to any position the Parties may assert in the future.

31. If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of sections 28-30 and 36-39 and the definitions applicable thereto shall survive the termination and continue in full force and effect. The definitions shall survive only for the limited purpose of the interpretation of these surviving sections within the meaning of this Settlement Agreement. All other provisions of this Settlement Agreement and all other obligations pursuant to this Agreement shall cease immediately.

J. The Releases in Favour of Cineflix

32. The Settlement Agreement is binding on each Settlement Class Member.

33. Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

34. The Releasors shall not now or hereafter institute, continue, maintain, assert, participate in or be involved with, 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 against any Releasee or against any other Person who may claim contribution or indemnity, or other claims over for relief, from any Releasee in respect of any Released Claims. For greater certainty, the Releasors shall not pursue the Released Claims by way of any proceedings or procedure, whether court-based or administrative, including, but not limited to, any complaints or proceedings with the Ministry of Labour or the Canada Revenue Agency, or under the *Employment Standards Act, 2000* (S.O. 2000, c. 41) and amendments thereto or any successor legislation thereto, or by way of advancing a claim against any person or entity who might claim in any manner or form contribution and indemnity at common law or in equity, or under provision of any statute or regulation, including the *Negligence Act* or amendments thereto, and/or any successor legislation thereto, and/or under the *Rules of Civil Procedure*.

35. Except insofar as such a term is prohibited by law, Class Counsel will hereafter not institute, continue, maintain, assert, participate in or be involved with, 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 against any Releasee or against any other person who may claim contribution or indemnity, or other claims over for relief, from any Releasee which:

- (a) relates to or arises from the Released Claims; or
- (b) relates to all manner of claims, demands actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, for damages of any kind, including without limitation

compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration penalties, and lawyers' fees, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Discontinued Group, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct occurring anywhere, from the beginning of time to September 1, 2021 relating to all claims that that were raised or which could have been raised in the Class Action, including, but not limited to, any claims for unpaid minimum wage earnings, vacation pay, public holiday pay, or overtime pay, whether under the *Employment Standards Act, 2000*, (S.O. 2000, c. 41), pursuant to contractual arrangements, or otherwise.

K. No Admission of Liability by Cineflix

36. The Parties acknowledge that Cineflix denies the truth of the allegations made in the Class Action and, in fact, denies any liability whatsoever.

37. For greater certainty, the parties acknowledge that nothing in this agreement shall have the effect of changing the terms of any contract for services entered into between Cineflix and any of the Settlement Class Members, and the terms of any such contract for services remain in full force and in effect.

38. The Plaintiff and Cineflix expressly reserve all of their rights if this Settlement, Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not this Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to carry out this Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by Cineflix or by any Releasee, or of the truth of any of the claims or allegations contained in the Class Action.

39. Whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to carry out this Agreement, shall not be referred to, offered as evidence or received in evidence in any present, pending or future civil, criminal or administrative action or proceeding, except: (i) by the Parties in a proceeding to approve or enforce this Settlement Agreement; (ii) by a Releasee to defend against the assertion of any Released Claims; (iii) by a Releasee in any insurance-related proceeding; or (iv) as otherwise required by law or as provided in this Agreement.

L. Motions for Directions

40. Either or both of the Parties may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.

41. All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

M. Public Disclosure Respecting the Settlement and Settlement Agreement

42. Class Counsel is not precluded from disclosing or referencing any aspect of the Settlement or Settlement Agreement that is a matter of public record once the Court has approved the giving of the notice of the Final Approval Order.

43. Nothing in the Settlement Agreement precludes communications between Class Counsel and Class Members, including communications advising Class Members of developments through updates posted to Class Counsel's webpage, telephone hotline, email, and otherwise.

N. This Settlement Agreement is the Parties' Entire Agreement

44. This Settlement Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection with the subject matter of the Settlement Agreement. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

45. The Recitals, schedules, and headings to this Settlement Agreement are true and form part of the Settlement Agreement.

46. The Schedules annexed hereto form part of this Settlement Agreement.

47. The Settlement Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.

O. The Binding Effect of the Settlement Agreement

48. This Settlement Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, administrators and/or legal representatives.

P. The Law that Applies to the Settlement Agreement

49. This Settlement Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

Q. Counterparts

50. This Settlement Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

R. Authorization to Execute this Settlement Agreement

51. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of and to execute this Settlement Agreement on behalf of the Parties or law firms identified above their respective signatures.

S. Language of the Settlement Agreement / L'entente est rédigée en anglaise

52. The whole text of this Settlement Agreement, as well as the documents appended to the Settlement Agreement, have been written in English.

53. Cette entente de règlement a été rédigée en anglais.

T. Notice

54. Where this Settlement Agreement requires a party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the party to whom notice is being provided, as identified below:

For the Plaintiff and for Class Counsel in the Proceeding:

Stephen Moreau and Sean Fitzpatrick
Cavalluzzo LLP
474 Bathurst Street, Suite 300
Toronto, ON M5T 2S6
Tel: 416.964.1115
Email: smoreau@cavalluzzo.com and sfitzpatrick@cavalluzzo.com

For the Defendants (Cineflix):

Matthew Sammon and Paul-Erik Veel
Lenczner Slaght LLP
130 Adelaide Street West, Suite 2600
Toronto, ON M5H 3P5
Tel. 416-865-2842
Email: msammon@litigate.com and pveel@litigate.com

U. Date of Execution

55. The Parties have executed this Settlement Agreement as of the date on the cover page.

ANNA BOURQUE, on her own behalf and on behalf of the Class, by their counsel:

Name of Authorized Signatory: Stephen Moreau
Cavalluzzo LLP, Class Counsel

Signature of Authorized Signatory: 

Name of Authorized Signatory: Sean FitzPatrick
Cavalluzzo LLP, Class Counsel

Signature of Authorized Signatory: 

CINEFLIX:
Name of Authorized Signatory: Glen Salzman
Glen Salzman, Co-Chief Executive Officer of Cineflix Media Inc.

Signature of Authorized Signatory: 

Name of Authorized Signatory: Andrew Porporino
Andrew Porporino, CFO of Cineflix Media Inc.

Signature of Authorized Signatory: 

SCHEDULE A – OPT-OUT FORM**OPT-OUT FORM – EXCLUSION FROM RECEIVING MONEY**

To: **Cineflix Class Action**
 Cavalluzzo LLP
 474 Bathurst Street, Suite 300
 Toronto, Ontario
 M5T 2S6

cineflixclassaction@cavalluzzo.com

This is NOT a claim form. If you submit this form, you will not receive any money or benefits from the Cineflix Class Action settlement. You may wish to consult Cavalluzzo LLP or obtain independent legal advice at your own cost prior to opting out.

To opt out, this form must be properly completed and received at the above-noted address or post-marked no later than [insert date of Opt-Out Deadline].

1. PERSONAL IDENTIFICATION

Name (Last, First):	Other Names Used:	
Email Address:	Home Phone:	Work Phone:
Date of Birth (YY/MM/DD):	Social Insurance Number:	
Street Address:	City, Province:	Postal Code:
Mailing Address (if different from above):	City, Province:	Postal Code:

2. REPRESENTATIVE IDENTIFICATION (IF APPLICABLE)

Please also complete this portion if you are completing this form on behalf of a Class Member as their representative.

Representative Name (Last, First):	Relationship to Class Member:	
Email Address:	Home Phone:	Work Phone:
Street Address:	City, Province:	Postal Code:
Mailing Address (if different from above):	City, Province:	Postal Code:

3. I WISH TO OPT OUT

I have read and understood the Court-Approved Notice of Approval of Settlement and I believe that I am a member of the class in this lawsuit.

I want to opt out (be excluded) of this class proceeding. I understand that by opting out, I cannot receive any possible benefits, financial or otherwise, that members of the class may receive through this class action.

I understand that any lawsuit I have against Cineflix with respect to employee misclassification, uncompensated overtime pay, uncompensated public holiday pay, and/or uncompensated vacation pay must be commenced within a specified time period or it might be legally barred. I understand that the time period will resume running against me if I opt out of this class proceeding. I understand that by opting out, I take full responsibility for the resumption of the running of any relevant time periods and for taking all necessary legal steps to protect any claim I may have.

I confirm that by signing this form, and by answering "yes" in the below box, I am forever waiving my right to any money or benefits received through this settlement for any harm caused to me by Cineflix in relation to the class action's claims for employee misclassification, uncompensated overtime pay, uncompensated public holiday pay, and/or uncompensated vacation pay.

I decline payment and benefits from the settlement (please indicate with an "X", or by writing the word "Yes"):

4. SIGNATURE

Date

Name of Class Member

Signature of Class Member

Name of Witness

Signature of Witness

If Class Member is Deceased or Disabled:

Name of Estate Administrator or Guardian of Property

Signature of Estate Administrator or Guardian of Property

If the class member is deceased or disabled, you must enclose a copy of the document appointing you as guardian of property or estate administrator.

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 disclosing the objection or submission to the Ontario Superior Court and to Cineflix pursuant to the terms of the Parties' Settlement Agreement. The use and disclosure of any personal information received by Cineflix 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*.

SCHEDULE B – FIRST ORDER (DRAFT)

Court File No. CV-18-00606489-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) DAY, THE
MR. JUSTICE GLUSTEIN) DAY OF , 2021

B E T W E E N:

(Court Seal)

ANNA BOURQUE

Plaintiff

and

CINEFLIX; CINEFLIX & DESIGN; CINEFLIX (PROPERTY BROTHERS 6) INC.; CINEFLIX (AIR HEROES) INC.; CINEFLIX (ANIMALS) INC.; CINEFLIX (BELIEVE ME) INC.; CINEFLIX (BIKERS 2) INC.; CINEFLIX (BIZARRE) INC.; CINEFLIX (BW) INC.; CINEFLIX (CAPTIVE) INC.; CINEFLIX (CHEF WANTS) INC.; CINEFLIX (CITIES) INC.; CINEFLIX (COOLER FACTS) INC.; CINEFLIX (COPPER) INC.; CINEFLIX (COPPER-DOC) INC.; CINEFLIX (COUNTDOWN 2) INC.; CINEFLIX (COUNTDOWN) INC.; CINEFLIX (DEED 2) INC.; CINEFLIX (DEED) INC.; CINEFLIX (DETECTIVES) INC.; CINEFLIX (GOURMET) INC.; CINEFLIX (HOLIDAY BATTLE) INC.; CINEFLIX (HOME) INC.; CINEFLIX (HOME FACTORY) INC.; CINEFLIX (I SURVIVED) INC.; CINEFLIX (ICC) INC.; CINEFLIX (JACKMAN) INC.; CINEFLIX (KARMA) INC.; CINEFLIX (LAWMEN) INC.; CINEFLIX (LIES AND ALIBIES) INC.; CINEFLIX (LKA) INC.; CINEFLIX (LOADED) INC.; CINEFLIX (MAYDAY 10) INC.; CINEFLIX (MAYDAY 12) INC.; CINEFLIX (MAYDAY 13) INC.; CINEFLIX (MAYDAY 14) INC.; CINEFLIX (MAYDAY 15) INC.; CINEFLIX (MAYDAY 16) INC.; CINEFLIX (MAYDAY 17) INC.; CINEFLIX (MAYDAY 18) INC.; CINEFLIX (MAYDAY 19) INC.; CINEFLIX (MAYDAY-COMP) INC.; CINEFLIX (MEDICAL EXAMINER) INC.; CINEFLIX (MEDICAL EXAMINER 2); CINEFLIX (MISSING SEARCH) INC.; CINEFLIX (MITCHELL STORY) INC.; CINEFLIX (MOST WANTED) INC.; CINEFLIX (MOTIVES 2) INC.; CINEFLIX (MOTIVES 3) INC.; CINEFLIX (MOTIVES

4) INC.; CINEFLIX (MOTIVES 5) INC.; CINEFLIX (NATURE) INC.;
CINEFLIX (OCEAN MYSTERIES) INC.; CINEFLIX (PLANET) INC.;
CINEFLIX (PROPERTY 5) INC.; CINEFLIX (PROPERTY 6) INC.;
CINEFLIX (PROPERTY 7) INC.; CINEFLIX (PROPERTY 11) INC.;
CINEFLIX (PROPERTY 12) INC.; CINEFLIX (PURE EAST) INC.;
CINEFLIX (RAILROAD 2) INC.; CINEFLIX (RAILROAD) INC.; CINEFLIX
(RICH) INC.; CINEFLIX (RICH PICK) INC.; CINEFLIX (RV) INC.;
CINEFLIX (STORY) INC.; CINEFLIX (STYLE FACTORY) INC.;
CINEFLIX (SUPER SWAT) INC.; CINEFLIX (T & D) INC.; CINEFLIX
(THE ELEVEN) INC.; CINEFLIX (TINY HOUSE) INC.; CINEFLIX
(TITUSS) INC.; CINEFLIX (TOP COLLECTOR) INC.; CINEFLIX
(TYRANNOSAURUS) INC.; CINEFLIX (UNSELLABLES 2) INC.;
CINEFLIX (UTG) INC.; CINEFLIX (VEGAS 911) INC.; CINEFLIX BIRTH
INC.; CINEFLIX INC.; CINEFLIX LIBRARY INC.; CINEFLIX MEDIA INC.
MEDIA CINEFLIX INC.; CINEFLIX PRODUCTIONS (AWAKENING) INC.;
CINEFLIX PRODUCTIONS (BLASTERS) INC.; CINEFLIX
PRODUCTIONS (EA) INC.; CINEFLIX PRODUCTIONS (FASHION) INC.;
CINEFLIX PRODUCTIONS (GHG) INC.; CINEFLIX PRODUCTIONS
(GUADALCANAL) INC.; CINEFLIX PRODUCTIONS (JONESTOWN)
INC.; CINEFLIX PRODUCTIONS (LEGENDS) INC.; CINEFLIX
PRODUCTIONS (MADLAB) INC.; CINEFLIX PRODUCTIONS
(PARADISE) INC.; CINEFLIX PRODUCTIONS (PROPERTY) INC.;
CINEFLIX PRODUCTIONS (UNSELLABLES) INC.; CINEFLIX STUDIOS
CANADA INC.; LES PRODUCTIONS CINÉFLIX INC.; LIBRAIRIE
CINEFLIX INC.; PRODUCTIONS CINEFLIX (AWAKENING) INC.;
PRODUCTIONS CINEFLIX (BLASTERS) INC.; PRODUCTIONS
CINEFLIX (EA) INC.; PRODUCTIONS CINEFLIX (FASHION) INC.;
PRODUCTIONS CINEFLIX (GUADALCANAL) INC.; PRODUCTIONS
CINEFLIX (JONESTOWN) INC.; PRODUCTIONS CINEFLIX (LEGENDS)
INC.; PRODUCTIONS CINEFLIX (MADLAB) INC.; PRODUCTIONS
CINEFLIX (PARADISE) INC.; PRODUCTIONS CINEFLIX (PROPERTY)
INC.; PRODUCTIONS CINEFLIX (UNSELLABLES) INC.

Defendants

ORDER

(Certification, Opt-Out Process, and Discontinuance)

WHEREAS the Plaintiff and the Defendants have entered into a Settlement Agreement dated ●, 2021;

AND WHEREAS the Settlement Agreement seeks the issuance of Orders certifying the underlying Class Action on consent, providing for an opt-out process, and providing for the discontinuance of the Action in part;

ON READING the Notice of Motion, the Plaintiff's Motion Record, and on the consent of the parties,

1. THIS COURT DECLARES that, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. THIS COURT DECLARES that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. THIS COURT ORDERS that the Class Action is certified as a class proceeding for settlement purposes only.
4. THIS COURT ORDERS that Anna Bourque is appointed as the representative plaintiff for the Class.
5. THIS COURT ORDERS that the following issue is certified as being common to the Class:

Are Class Members entitled to overtime pay pursuant to the *Employment Standards Act, 2000*, SO 2000 c 41, and the regulations thereto?

6. THIS COURT ORDERS that the Class Members shall be defined as follows:

Any person who worked for Cineflix, whether directly or indirectly through corporations owned and/or controlled by such person, in any legal relationship whatsoever (including as an employee, dependent contractor, independent contractor, or sole proprietor), in Ontario at any time during the Class Period,

but excluding those who only worked for Cineflix in one or more of the following roles during the Class Period:

- a) Any job in respect of which an individual's terms of work are covered by a collective agreement;
- b) Any actors or other on-screen talent;
- c) Any jobs of any sort relating to work on scripted productions;
- d) Any corporate staff, such as administrative, professional, accounting and similar staff, whose engagement does not arise in respect of only a specific production or specific productions); and
- e) Any job in which an individual held the job titles of Executive Producer, Line Producer, Producer, Production Manager, or Series Producer, or substantially similar job titles, or primarily performed the job functions associated with such job titles.

7. THIS COURT ORDERS that any member of the Class who wishes to opt-out of the Class Action must do so by sending the Opt-Out Form or the information required in the Settlement Agreement, to Class Counsel, postmarked, couriered, faxed or emailed on or before the end of the Opt-Out Period.

8. THIS COURT ORDERS that any member of the Class who validly opts out of the Class Action is not bound by the Settlement Agreement and will not be entitled to receive any share of benefits payable in connection with same, and will cease to be a putative class member in the Class Action.

9. THIS COURT ORDERS that any member of the Class who has not validly opted-out of the Class Action is bound by the Settlement Agreement if it is approved by the Court and becomes effective in accordance with its terms.

10. THIS COURT ORDERS that the hearing to approve the Settlement Agreement shall take place on December 21, 2021.

11. THIS COURT ORDERS that the First Notice set out in the Distribution and Notice Plan, and all elements of Distribution and Notice Plan that pertain to the First Notice, are hereby approved.

12. THIS COURT ORDERS that the Class Action on behalf of any persons who fall within the Discontinued Group be hereby discontinued.

13. THIS COURT ORDERS that any and all limitation periods of any members of the Discontinued Group that were suspended on the commencement of this Class Action will resume running again on October 31, 2021.

14. THIS COURT ORDERS that the First Notice and the Discontinuance Notice set out in the Distribution and Notice Plan shall be disseminated in accordance with the Distribution and Notice Plan.

15. THIS COURT ORDERS that there be no costs payable to either party for this motion.

Justice Benjamin Glustein

SCHEDULE C – FINAL APPROVAL ORDER (DRAFT)

Court File No. CV-18-00606489-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) DAY, THE
MR. JUSTICE GLUSTEIN) DAY OF , 2021

B E T W E E N:

(Court Seal)

ANNA BOURQUE

Plaintiff

and

CINEFLIX; CINEFLIX & DESIGN; CINEFLIX (PROPERTY BROTHERS 6) INC.; CINEFLIX (AIR HEROES) INC.; CINEFLIX (ANIMALS) INC.; CINEFLIX (BELIEVE ME) INC.; CINEFLIX (BIKERS 2) INC.; CINEFLIX (BIZARRE) INC.; CINEFLIX (BW) INC.; CINEFLIX (CAPTIVE) INC.; CINEFLIX (CHEF WANTS) INC.; CINEFLIX (CITIES) INC.; CINEFLIX (COOLER FACTS) INC.; CINEFLIX (COPPER) INC.; CINEFLIX (COPPER-DOC) INC.; CINEFLIX (COUNTDOWN 2) INC.; CINEFLIX (COUNTDOWN) INC.; CINEFLIX (DEED 2) INC.; CINEFLIX (DEED) INC.; CINEFLIX (DETECTIVES) INC.; CINEFLIX (GOURMET) INC.; CINEFLIX (HOLIDAY BATTLE) INC.; CINEFLIX (HOME) INC.; CINEFLIX (HOME FACTORY) INC.; CINEFLIX (I SURVIVED) INC.; CINEFLIX (ICC) INC.; CINEFLIX (JACKMAN) INC.; CINEFLIX (KARMA) INC.; CINEFLIX (LAWMEN) INC.; CINEFLIX (LIES AND ALIBIES) INC.; CINEFLIX (LKA) INC.; CINEFLIX (LOADED) INC.; CINEFLIX (MAYDAY 10) INC.; CINEFLIX (MAYDAY 12) INC.; CINEFLIX (MAYDAY 13) INC.; CINEFLIX (MAYDAY 14) INC.; CINEFLIX (MAYDAY 15) INC.; CINEFLIX (MAYDAY 16) INC.; CINEFLIX (MAYDAY 17) INC.; CINEFLIX (MAYDAY 18) INC.; CINEFLIX (MAYDAY 19) INC.; CINEFLIX (MAYDAY-COMP) INC.; CINEFLIX (MEDICAL EXAMINER) INC.; CINEFLIX (MEDICAL EXAMINER 2); CINEFLIX (MISSING SEARCH) INC.; CINEFLIX (MITCHELL STORY) INC.; CINEFLIX (MOST WANTED) INC.; CINEFLIX (MOTIVES 2) INC.; CINEFLIX (MOTIVES 3) INC.; CINEFLIX (MOTIVES 4) INC.; CINEFLIX (MOTIVES 5) INC.; CINEFLIX (NATURE) INC.; CINEFLIX (OCEAN MYSTERIES) INC.; CINEFLIX (PLANET) INC.;

**CINEFLIX (PROPERTY 5) INC.; CINEFLIX (PROPERTY 6) INC.;
CINEFLIX (PROPERTY 7) INC.; CINEFLIX (PROPERTY 11) INC.;
CINEFLIX (PROPERTY 12) INC.; CINEFLIX (PURE EAST) INC.;
CINEFLIX (RAILROAD 2) INC.; CINEFLIX (RAILROAD) INC.; CINEFLIX
(RICH) INC.; CINEFLIX (RICH PICK) INC.; CINEFLIX (RV) INC.;
CINEFLIX (STORY) INC.; CINEFLIX (STYLE FACTORY) INC.;
CINEFLIX (SUPER SWAT) INC.; CINEFLIX (T & D) INC.; CINEFLIX
(THE ELEVEN) INC.; CINEFLIX (TINY HOUSE) INC.; CINEFLIX
(TITUSS) INC.; CINEFLIX (TOP COLLECTOR) INC.; CINEFLIX
(TYRANNOSAURUS) INC.; CINEFLIX (UNSELLABLES 2) INC.;
CINEFLIX (UTG) INC.; CINEFLIX (VEGAS 911) INC.; CINEFLIX BIRTH
INC.; CINEFLIX INC.; CINEFLIX LIBRARY INC.; CINEFLIX MEDIA INC.
MEDIA CINEFLIX INC.; CINEFLIX PRODUCTIONS (AWAKENING) INC.;
CINEFLIX PRODUCTIONS (BLASTERS) INC.; CINEFLIX
PRODUCTIONS (EA) INC.; CINEFLIX PRODUCTIONS (FASHION) INC.;
CINEFLIX PRODUCTIONS (GHG) INC.; CINEFLIX PRODUCTIONS
(GUADALCANAL) INC.; CINEFLIX PRODUCTIONS (JONESTOWN)
INC.; CINEFLIX PRODUCTIONS (LEGENDS) INC.; CINEFLIX
PRODUCTIONS (MADLAB) INC.; CINEFLIX PRODUCTIONS
(PARADISE) INC.; CINEFLIX PRODUCTIONS (PROPERTY) INC.;
CINEFLIX PRODUCTIONS (UNSELLABLES) INC.; CINEFLIX STUDIOS
CANADA INC.; LES PRODUCTIONS CINÉFLIX INC.; LIBRAIRIE
CINEFLIX INC.; PRODUCTIONS CINEFLIX (AWAKENING) INC.;
PRODUCTIONS CINEFLIX (BLASTERS) INC.; PRODUCTIONS
CINEFLIX (EA) INC.; PRODUCTIONS CINEFLIX (FASHION) INC.;
PRODUCTIONS CINEFLIX (GUADALCANAL) INC.; PRODUCTIONS
CINEFLIX (JONESTOWN) INC.; PRODUCTIONS CINEFLIX (LEGENDS)
INC.; PRODUCTIONS CINEFLIX (MADLAB) INC.; PRODUCTIONS
CINEFLIX (PARADISE) INC.; PRODUCTIONS CINEFLIX (PROPERTY)
INC.; PRODUCTIONS CINEFLIX (UNSELLABLES) INC.**

Defendants

ORDER

(Settlement Approval)

WHEREAS the Plaintiff and the Defendants have entered into a Settlement Agreement dated ●, which agreement is attached to this Order as Schedule ●;

AND WHEREAS this Honourable Court approved the form of notice and plan for distribution of the notice of this motion by Order dated ●;

AND UPON READING the Plaintiff's motion record and written submissions;

UPON BEING ADVISED of the Defendants' consent to the form of this Order;

AND UPON HEARING the motion made by oral submissions of counsel for the Plaintiff, and all interested parties, including any objections, written and oral;

1. THIS COURT ORDERS AND DECLARES that for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. THIS COURT ORDERS AND DECLARES that the Settlement Agreement is incorporated by reference into and forms part of this Order.

3. THIS COURT ORDERS AND DECLARES that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

4. THIS COURT ORDERS AND DECLARES that the Settlement Agreement is fair, reasonable and in the best interests of the Class.

5. THIS COURT ORDERS that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.

6. THIS COURT ORDERS that this Order and the Settlement Agreement are binding upon all Settlement Class Members, including those persons who are under a disability.

7. THIS COURT ORDERS AND DECLARES that upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever, finally, and absolutely released the Releasees from the Released Claims.

8. THIS COURT ORDERS that the Second Notice set out in the Distribution and Notice Plan, and all elements of Distribution and Notice Plan that pertain to the Second Notice, are hereby approved.

9. THIS COURT ORDERS that the Second Notice set out in the Distribution and Notice Plan shall be disseminated in accordance with the Distribution and Notice Plan.

10. THIS COURT ORDERS that the Final Settlement Amount shall be paid out in accordance with the Distribution and Notice Plan.

11. THIS COURT ORDERS that Class Counsel Fees shall be determined by further order of this Court.

12. THIS COURT ORDERS that the Plaintiff, Anna Bourque, shall receive the sum of \$7,500 as an honorarium to be paid in accordance with the Settlement Agreement.

13. THIS COURT ORDERS AND DECLARES that for the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role.

14. THIS COURT ORDERS that this Action be and is hereby dismissed against the Defendants, without costs and with prejudice.

Justice Benjamin Glustein

SCHEDULE D – DISTRIBUTION AND NOTICE PLAN

1. The mechanics of the implementation and administration of this Settlement Agreement shall be in accordance with this Distribution and Notice Plan.
2. Defined terms in the Settlement Agreement have the same meaning in this Distribution and Notice Plan.
3. Class Counsel's and Cineflix's preparation of this Distribution and 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 Agreement, settlement payments to Class Members, or this Distribution and Notice Plan. Class Counsel is not 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 will be borne by Cineflix, except that Class Counsel will assume the cost of posting notices on its website and sending emails to those on its own lists.

Identification of Class Members

5. Cineflix shall, with input from Class Counsel, prepare a list of all Class Members and Discontinued Group Members along with, wherever available, their last known physical address, telephone number, and email addresses. Such information will be compiled from payroll information maintained by Cineflix and/or any third-party payroll administrator engaged by Cineflix.

6. Cineflix represents, and Class Counsel acknowledges, that Cineflix does not have readily accessible electronic records that would allow it to easily prepare a list of Discontinued Group Members or provide their last known physical address, telephone number, and email addresses, where such Discontinued Group Members worked for Cineflix solely prior to 2011. The Parties acknowledge and agree that no direct notice as contemplated in this Distribution and Notice Protocol will be provided to such persons.

The First Notice

7. Within 30 days following the First Order being made, Cineflix and Class Counsel will disseminate the First Notice in the manner described below.

8. This First Notice shall be posted on Class Counsel's website at www.cavalluzzo.com/cineflixclassaction.

9. Class Counsel will send an email containing the First Notice to all individuals who have contacted Class Counsel about this Class Action.

10. Class Counsel will make best efforts to cause the First Notice to be disseminated in platforms conventionally used by the CWA Canada/IATSE as part of their "Fairness in Factual" campaign, including on their website and using social media platforms in which that campaign is active.

11. Class Counsel will post the First Notice on the "I need a producer / fixer / crew - Canada edition" Facebook page.

12. The First Notice will be sent by Cineflix to all Class Members to both their last known physical address and to their last known email, insofar as Cineflix has been able to determine such information.

13. Cineflix will supply Class Counsel with confirmation, in a form acceptable to Class Counsel, that the First Notice has been sent in the manner outlined in this Notice Plan.

The Second Notice

14. Within 30 days following the Effective Date, Cineflix and Class Counsel will disseminate the Second Notice in the manner described below.

15. This Second Notice, along with the Generic Claims Form, shall be posted on Class Counsel's website at www.cavalluzzo.com/cineflixclassaction.

16. Class Counsel will send an email containing the Second Notice, along with the Generic Claims Form, to all individuals who have contacted Class Counsel about this Class Action.

17. Class Counsel will make best efforts to cause the Second Notice, along with the Generic Claims Form, to be disseminated in platforms conventionally used by the CWA Canada/IATSE as part of their "Fairness in Factual" campaign, including on their website and using social media platforms in which that campaign is active.

18. Class Counsel will post the Second Notice, along with the Generic Claims Form, on the "I need a producer / fixer / crew - Canada edition" Facebook page.

19. The Second Notice, along with Individualized Claims Forms, will be sent by Cineflix to all Class Members to both their last known physical address and to their last known email, insofar as Cineflix has been able to determine such information.

20. Cineflix will supply Class Counsel with confirmation, in a form acceptable to Class Counsel, that the Second Notice has been sent in the manner outlined in this Notice Plan.

The Notice of Discontinuance

21. Within 60 days following the First Order, Cineflix and Class Counsel will disseminate the Notice of Discontinuance in the manner described below.

22. This Notice of Discontinuance shall be posted on Class Counsel's website at www.cavalluzzo.com/cineflixclassaction.

23. Class Counsel will send an email containing the Notice of Discontinuance to all individuals whom Class Counsel knows fall within the Discontinued Group.

24. The Notice of Discontinuance will be sent by Cineflix to all Discontinued Group Members to both their last known physical address and to their last known email, insofar as Cineflix has been able to determine such information.

25. Cineflix will supply Class Counsel with confirmation, in a form acceptable to Class Counsel, that the Notice of Discontinuance has been sent in the manner outlined in this Notice Plan.

26. Class Counsel will make best efforts to cause the Notice of Discontinuance to be disseminated in platforms conventionally used by the CWA Canada/IATSE as part of their

“Fairness in Factual” campaign, including on their website and using social media platforms in which that campaign is active.

27. Class Counsel will post the Notice of Discontinuance on the “I need a producer / fixer / crew - Canada edition” Facebook page.

Class Counsel Webinar Sessions

28. Class Counsel will hold at least two live webinar sessions for Cineflix's existing workers as part of the process of providing the Second Notice. In these sessions, Class Counsel will explain the Settlement Agreement and answer any questions attendees may have about the Class Action. These sessions will be held via Zoom or other similar virtual means. Cineflix will communicate the details of these events to its existing workers.

The Claims Determination Process

The Claims Forms

29. In order to receive any payment, Settlement Class Members will be required to complete and return an Individualized Claims Form to Cineflix or otherwise advise Cineflix of the information set out in the Individualized Claims Form.

30. In order to be entitled to compensation, an individual must return either an Individual Claims Form or a Generic Claims Form by the Response Deadline.

31. Prior to Individualized Claims Forms being distributed, Cineflix shall determine, based on its records, into which of the payment categories described below in paragraph 41 of this Schedule each Settlement Class Member falls.

32. Individualized Claims Form shall set out, for such Settlement Class Member, the payment category into which Cineflix believes, based on its records, such Settlement Class Member falls.

33. Where an individual who believes they are a Settlement Class Member submits a Generic Claims Form, Cineflix shall, within 30 days of the Response Deadline, advise the individual either that Cineflix does not believe the person is a Settlement Class Member or, if Cineflix believes the person is a Settlement Class Member, send that person an Individualized Claims Form.

34. If an Individualized Claims Form is provided to an individual by Cineflix after they completed the Generic Claims Form, that Payment Class Member must then return that form within 60 days of the Response Deadline.

35. If an individual is advised by Cineflix that Cineflix does not believe the person is a Settlement Class Member, such individual may bring a motion for directions to the Court for determination as to whether they are a Settlement Class Member within 15 days of being advised that Cineflix does not believe the person is a Settlement Class Member

36. An incomplete or improperly completed Claims Form will not be grounds to deny compensation to a Payment Class Member, unless the information provided by the Payment Class Member render Cineflix, acting reasonably, unable to provide compensation to that Settlement Class Member. Cineflix will, upon receipt of any incomplete or improperly completed Claims Form, contact that Payment Class Member and use good faith efforts to correct any deficiencies with the Claims Form.

Challenges

37. Any Payment Class Member who believes they have been placed into an incorrect payment category as set out on the Individualized Claims Form shall indicate on the Individualized Claims Form that they believe they have been placed into an improper payment category, shall identify the payment category into which they believe they properly fall, and shall provide any supporting documentation or information they wish to provide. Such information shall be provided by the Response Deadline or, in the case of a Payment Class Member who did not initially receive an Individualized Claims Form and instead submitted a Generic Claims Form by the Response Deadline, within 60 days of the Response Deadline.

38. Within 90 days of the Response Deadline, Cineflix shall review any information received from Payment Class Members who believe they have been placed into an incorrect payment category and shall advise such Payment Class Members that either:

- (a) Cineflix agrees with the information provided by the Payment Class Member, in which case the Payment Class Member shall be placed into the payment category identified by the Payment Class Member; or,
- (b) Cineflix disagrees with the information provided by the Payment Class Member and is of the view that the payment category set out in that Payment Class Member's claims form is correct.

39. Within 15 days of receiving notice that Cineflix disagrees with the information provided by the Payment Class Member and is of the view that the payment category set out in that Payment Class Member's claims form is correct, such Payment Class Member

may bring a motion for directions to the Court for determination as to whether they have been placed in the appropriate payment category.

Calculation of Payment and Payment Notification

40. Once all appeals regarding the payment category into which Payment Class members have been placed have been resolved and the deadline for all such appeals has passed, Cineflix will calculate the amounts owing to each Payment Class Member, as described in the following sections.

41. Each Payment Class Member shall be assigned number of points as follows, based on the final payment category into which they were placed:

Number of Days Worked for Cineflix during the Class Period	Average Daily Amounts Earned at Cineflix during the Class Period	Did the Class Member Work on a First Season Program?	Points
5 to 14	\$0 to \$425	No	300
5 to 14	\$0 to \$425	Yes	750
5 to 14	Over \$425	No	600
5 to 14	Over \$425	Yes	1,500
15 to 60	\$0 to \$425	No	1,600
15 to 60	\$0 to \$425	Yes	4,000
15 to 60	Over \$425	No	2,100
15 to 60	Over \$425	Yes	5,250
61 and over	\$0 to \$425	No	2,600
61 and over	\$0 to \$425	Yes	6,500
61 and over	Over \$425	No	3,100
61 and over	Over \$425	Yes	7,750

42. For the purposes of this Distribution and Notice Protocol, a First Season Program means the first or, where applicable, only season of one or more of the following programs:

- (a) Believers
- (b) Bizarre Murders
- (c) Countdown to Murder
- (d) Dead of Winter
- (e) Dear Audrey
- (f) Detectives Club
- (g) Filthy Rich Guide
- (h) Girl Scout Cookie Cook Off
- (i) Hitler's Most Wanted
- (j) Into the Unexplained
- (k) Joyce Mitchell Story
- (l) No More Tears
- (m) Ocean Mysteries
- (n) Old Friends New Lies
- (o) Out of the Box
- (p) Rocky Mountain Railroad
- (q) Rock Solid Builds
- (r) Secrets of the Morgue
- (s) Sinking Cities
- (t) Style Factory
- (u) The Clown and the Candyman
- (v) The Deed
- (w) The Eleven

- (x) Torpedo Alley
- (y) Wild World

43. Each Payment Class Member shall then receive an amount that corresponds to the following formula, less required deductions:

$$\frac{\text{Points for particular Payment Class Member}}{\text{Sum of points for all Payment Class Members}} \times \text{Net Proceeds}$$

44. Within 30 days following the latter of the date on which all appeals regarding the payment category into which Payment Class Members have been placed have been resolved and the deadline for all such appeals has passed, Cineflix will, depending on the election made by the Payment Class Member, either deposit the Payment Class Member's amount into their banking account or send the Payment Class Member a cheque in the amount.

Tax Matters

45. With respect to Class Members who only worked as contractors or sole proprietors during the Class Period, Cineflix will make no deductions or withholdings from amounts paid to them, and shall provide them with appropriate tax forms, consistent with its usual practice. The amounts provided to such Class Members shall be inclusive of any applicable taxes, including GST and/or HST.

46. With respect to Class Members who worked at any time during the Class Period as an employee, Cineflix will deduct appropriate withholdings from the amounts to be paid

to such class members. Cineflix will remit such withholdings and provide such persons with appropriate tax forms, consistent with its usual practice.

Reports to Class Counsel and Class Counsel's Monitoring Role

47. Class Counsel will oversee the Distribution and Notice Plan and provide advice and assistance to Cineflix, through its counsel, regarding this Distribution and Notice Plan and the claims administration process generally.

48. Cineflix, 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 Cineflix has agreed to provide elsewhere in the Settlement Agreement and in the Distribution and Notice Plan, the reports will include reports concerning the following:

- (a) statistics and details concerning Cineflix's efforts to give the First Notice and the Second Notice, including the number of notices and emails returned as undeliverable;
- (b) the number of Settlement Class Members who have filed a Claims Form or other information for the purposes of initiating a claim;
- (c) details concerning Cineflix's efforts to follow-up with Settlement Class Members;
- (d) the Net Proceeds available, with access to bank or account statements being provided if requested;

- (e) the application by Cineflix of the formula set out in this Distribution and Notice Plan; and
- (f) attempts to make contact with Payment Class Members.

Undeliverable and Uncashed Cheques

49. In the event that a cheque provided to any Payment Class Member is returned as undeliverable, Cineflix will make reasonable efforts to locate the Class Member. Cineflix will also notify Class Counsel within 10 days of the cheque having been returned as undeliverable, and Class Counsel will have an opportunity to locate the Class Member.

50. In the event that a cheque provided to any Payment Class Member is uncashed after six months, the cheque will be considered stale and the funds will be donated to the Humber College, Faculty of Media and Creative Arts as of the stale date. Overall, if there remains any amount of the Net Proceeds after the distribution has been made in accordance with this Distribution and Notice Plan, these monies will be donated by way of a *cy près* distribution to Humber College, Faculty of Media and Creative Arts. For greater certainty, there will be no second distribution of the Net Proceeds.

Final Report

51. Within eight months of the date on which cheques are mailed to Payment Class Members, Cineflix will provide Class Counsel with a final report indicating the amounts paid to Payment Class Members and the amounts paid to Humber College, Faculty of Media and Creative Arts.

APPENDICES
(Forms Referred to in the Distribution and Notice Plan)

First Notice – Email

Dear Current and Former Cineflix Employees and Contractors,

RE: Cineflix Class Action

You have been identified as a potential Class Member in the Cineflix Class Action. This Class Action, brought on behalf of a group of Cineflix employees and contractors, alleges that Cineflix systemically misclassified contractors in Ontario and illegally denied them vacation pay, public holiday pay, and overtime pay. The Class Action claims damages on account of these unpaid wages. The Class Action also claims unpaid overtime on behalf of Cineflix's employees.

Cineflix has denied all of these allegations. There has been no adjudication on the merits of the claims in this Class Action.

The Parties to this Class Action are Anna Bourque and Cineflix. Ms. Bourque and Cineflix have settled the Class Action, but the Ontario Superior Court must approve their agreement in order for the settlement to take effect.

As a potential Class Member, your rights might be affected by this settlement. You have the right to object to the settlement or to show your support for it.

If the settlement is approved, you can make a claim for a payment under the terms of the settlement.

If you wish to learn more about the Class Action, the settlement, and the steps you can take, we would urge you to visit the following web page:

<https://www.cavalluzzo.com/cineflixclassaction>

As a potential Class Member, you also have the right to opt out of the Class Action. By opting out, you reserve the right to make your own claim against Cineflix if you believe you are owed overtime pay, vacation pay, and/or public holiday pay. The decision to opt out should not be taken lightly, as it means that you would have to start your own claim at your own expense if you wanted to recover these wages from Cineflix. You may want to seek independent legal advice before choosing to take this step.

For more information on opting out, please visit the same webpage.

If you would like more information, you may also contact the lawyers who represent Ms. Bourque. To reach the lawyers at Cavalluzzo LLP, please call 1-844-253-7730 or email cineflixclassaction@cavalluzzo.com. They will be happy to assist.

Sincerely,

[Cineflix OR Stephen Moreau, Cavalluzzo LLP]

[Insert Logo and/or Signatures as Needed]

First Notice – Facebook and Online Posts

A settlement agreement was recently reached in the Cineflix Class Action. If you worked for Cineflix since October 6, 2016 in Ontario, you may be a Class Member in the Cineflix Class Action, and you might be entitled to a payment under this settlement.

This Class Action, brought on behalf of a group of Cineflix employees and contractors, alleges that Cineflix systemically misclassified contractors in Ontario and illegally denied them vacation pay, public holiday pay, and overtime pay. The Class Action claims damages on account of these unpaid wages. The Class Action also claims unpaid overtime on behalf of Cineflix's employees.

Cineflix has denied all of these allegations. There has been no adjudication on the merits of the claims in this Class Action.

The Parties to this Class Action are Anna Bourque and Cineflix. Ms. Bourque and Cineflix have settled the Class Action, but the Ontario Superior Court must approve their agreement in order for the settlement to take effect.

If you have are a Class Member, your rights might be affected by this settlement. You have the right to object to the settlement or to show your support for it.

If the settlement is approved, you can make a claim for a payment under the terms of the settlement.

If you wish to learn more about the Class Action, the settlement, and the steps you can take, we would urge you to visit the following web page:

<https://www.cavalluzzo.com/cineflixclassaction>

If you are a Class Member, you also have the right to opt out of the Class Action. By opting out, you reserve the right to make your own claim against Cineflix for overtime pay, vacation pay, and/or public holiday pay. The decision to opt out should not be taken lightly, as it means that you would have to start your own claim at your own expense if you wanted to recover these wages from Cineflix. You may want to seek independent legal advice before choosing to take this step.

For more information on opting out, please visit the same webpage.

If your work for Cineflix only took place before October 6, 2016, you are not part of this settlement. If you only worked at Cineflix before that date, you are no longer part of the class action. The settlement does not apply to you, and does not affect your ability to pursue any cause of action that had been advanced on your behalf in this class action. The Action on behalf of persons who only worked for Cineflix before October 6, 2016 has been discontinued.

If your work for Cineflix only took place before October 6, 2016, and you would like to start your own legal claim against Cineflix in respect of any causes of action raised in this class action, you should investigate whether you can commence that claim and by which date, because your claim might be barred or might become legally barred by time limits that apply. If you would like to pursue legal action against Cineflix, we recommend you take all necessary legal steps—including seeking legal advice—to protect any claim you may have. You are responsible for your own legal fees.

If you would like more information, you may also contact the lawyers who represent Ms. Bourque. To reach the lawyers at Cavalluzzo LLP, please call 1-844-253-7730 or email cineflixclassaction@cavalluzzo.com. They will be happy to assist.

Sincerely,

[Cineflix OR Stephen Moreau, Cavalluzzo LLP]

[Insert Logo and/or Signatures as Needed]

First Notice – Direct Mailing

LEGAL NOTICE

Did you work for Cineflix in Ontario before September 2, 2021?

You might be entitled to a payment as part of a class action settlement. Please read this notice carefully.

Dear _____,

Notice of Class Action Settlement and Claim Discontinuance

A settlement agreement was recently reached in the Cineflix Class Action. You are receiving this letter because we believe you might be entitled to a payment under this settlement.

If your work for Cineflix only took place before October 6, 2016, you are not part of this settlement. The Action on behalf of persons who only worked for Cineflix before October 6, 2016 will be discontinued. Please read section B7 for more information.

Please read this notice carefully for details of the Proposed Settlement.

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

Proposed Settlement of the Cineflix Class Action

A former Cineflix contractor, Anna Bourque, (the "**Representative Plaintiff**"), sued Cineflix on behalf of Cineflix employees and contractors. The class action lawsuit claimed:

- Cineflix misclassified its workers as "independent contractors" when they were in fact "employees";
- As a result, Cineflix did not compensate these contractors for overtime, public holiday pay, and vacation pay; and,
- Additionally, Cineflix did not compensate its employees for the overtime hours they also worked.

Cineflix has denied all of these allegations. There has been no adjudication on the merits of the claims in the Class Action.

After extensive litigation and settlement discussions, Ms. Bourque and Cineflix have now reached a proposed settlement that provides compensation to eligible persons.

However, in order to finalize the settlement and begin the claims process, a judge of the Superior Court in Toronto must first approve this proposed agreement.

The Court's approval hearing will be held on December 21, 2021. On that day, the Parties will present evidence and argue that the proposed settlement is fair and reasonable. Class Members can participate if they wish. For more information on your right to participate, please read the section "Your Legal Rights and Options in this Proposed Settlement", below.

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 proposed settlement?

B. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

6. Who is included in the proposed settlement?
7. I only worked for Cineflix before October 6, 2016. What does the settlement mean for me?
8. What if I am not sure whether I am included in the proposed settlement?

C. PROPOSED SETTLEMENT

9. What does the proposed settlement provide?
10. What am I giving up in the proposed settlement?
11. May I remove myself from the proposed settlement?

D. HOW TO RECEIVE A PAYMENT?

12. How will I receive a payment?
13. How will payments be calculated?
14. What if I disagree with the decision?
15. What if my claim is denied?

E. THE LAWYERS REPRESENTING YOU

16. Who is Class Counsel?
17. Do I have to pay Class Counsel anything?

F. OBJECTING TO THE PROPOSED SETTLEMENT

18. How do I tell the Court if I support the proposed settlement?
19. How do I tell the Court if I do not like the proposed settlement?

G. THE APPROVAL HEARING

20. When/where will the Court decide whether to approve the proposed settlement?
21. What if I do nothing?

H. GETTING MORE INFORMATION

22. How do I get more information?

A. BASIC INFORMATION

1. Why did I get this notice?

The Ontario Superior Court of Justice authorized this notice to let you know about a proposed settlement. [*For the Direct Mailing Only* – Based on Cineflix's records, we believe you may be a Class Member.]

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. People who meet the definition of a "class member" are automatically included in the claim, unless they choose to "opt out". Opting out is explained in more detail below.

3. What is this class action about?

Anna Bourque (the “Representative Plaintiff”), commenced the lawsuit and is represented by Cavalluzzo LLP (“Class Counsel”). Cineflix is defending the case and is represented by Lenczner Slaght LLP (“Defence Counsel”).

The lawsuit alleges that Cineflix misclassified its contractors in Ontario as independent contractors when they were truly employees and that, as employees, these persons were entitled to receive vacation pay, public holiday pay and overtime pay.

As well, the lawsuit alleges that Cineflix did not pay overtime to its employees.

The lawsuit claims for all lost wages, including public holiday pay, vacation pay, and overtime pay, and all damages, including punitive damages, that flow from Cineflix's failure to properly classify and compensate its workers.

Cineflix has denied all of the allegations advanced in this class action. There has been no adjudication on the merits of the claims in the Class Action.

4. Has there been a trial?

This case has not yet gone to trial. A judge has not made any decision on the merits of this lawsuit.

5. Why is there a proposed settlement?

The Representative Plaintiff and Cineflix have agreed to the proposed settlement.

By agreeing to the proposed settlement, the parties avoid the costs and uncertainty of a trial and the potential delays in obtaining judgment. It also means that the Class Members will not need to testify in court.

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

B. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

6. Who is included in the proposed settlement?

The Class Members included in the proposed settlement are:

Any person who worked for Cineflix, whether directly or indirectly through corporations owned and/or controlled by such person, in any legal relationship whatsoever (including as an employee, dependent contractor, independent contractor, or sole proprietor), in Ontario at any time during the Class Period, but excluding those who worked for Cineflix only in one or more of the following roles during the Class Period:

- a) Any job in respect of which an individual's terms of work are covered by a collective agreement;
- b) Any actors or other on-screen talent;
- c) Any jobs of any sort relating to work on scripted productions;
- d) Any corporate staff, such as administrative, professional, accounting and similar staff, whose engagement does not arise in respect of only a specific production or specific productions); and
- e) Any job in which an individual held the job titles of Executive Producer, Line Producer, Producer, Production Manager, or Series Producer, or substantially similar job titles, or primarily performed the job functions associated with such job titles.

You are a Class Member if you meet this definition. The definition excludes persons who only worked at Cineflix before October 6, 2016. If you are someone who only worked at Cineflix before that date, there is important information just for you in the next section.

Estates of Class Members may be eligible. A claim must be filed by the Estate Executor for deceased class members.

If the settlement is approved, all Class Members, except those who validly opt out of the settlement, will be bound by the proposed settlement and will be covered by the releases in the proposed settlement.

7. I only worked for Cineflix before October 6, 2016. What does the settlement mean for me?

As part of the settlement, the class action on behalf of persons who only worked at Cineflix before October 6, 2016 will be discontinued. This means that if you are someone who only worked at Cineflix before October 6, 2016, you are not part of the class action settlement, and the settlement will not affect your ability to pursue any cause of action that has been advanced on your behalf in this class action. If you worked before October 6, 2016 but also any day on or after October 6, 2016, you remain part of the class. However, the proposed settlement does not compensate you for the work you did before October 6, 2016.

If you only worked for Cineflix before October 6, 2016 and you would like to start your own legal claim against Cineflix in respect of any causes of action raised in this class action, you should be aware that your claim must be commenced within a specified time period or it might be legally barred. Although the running of any limitation periods applicable to the causes of action advanced in this class action was paused while the class action was ongoing, it will start running again once the action is discontinued. If you would like to pursue legal action against Cineflix, we recommend you take all necessary legal steps—including seeking legal advice—to protect any claim you may have.

8. What if I am not sure whether I am included in the proposed settlement?

If you are not sure whether you are included in the proposed settlement, you may call 1-844-253-7730 or visit www.cavalluzzo.com/cineflixclassaction.

<p>C. PROPOSED SETTLEMENT</p>

8. What does the proposed settlement provide?

If approved, the settlement provides that Class Members are eligible for compensation.

The Proposed Settlement is for a total possible payment of \$1,000,000 or \$2,500,000. Some of these amounts will be paid to Cavalluzzo LLP in legal fees, HST and disbursements. This net amount will be distributed on a pro-rata basis according to the number of Class Members that apply for payment and the number of Class Members who opt out of the Class Action.

The amount paid to each Class Member will also depend on how many days the Class Member worked for Cineflix, the average rate they earned while employed at Cineflix for the period from October 6, 2016 to September 1, 2021, and which Cineflix productions they worked on.

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

9. What am I giving up in the proposed settlement?

Once the proposed settlement becomes final, you will have given up your right to sue Cineflix for the claims outlined in the Statement of Claim. In other words, you will be “releasing” Cineflix from liability for the claims set out by this Class Action. This means you cannot sue Cineflix for anything in respect of pay for alleged overtime hours worked, public holiday pay, vacation pay for your time worked there up to September 1, 2021.

The proposed Settlement Agreement 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 or you may engage your own lawyer. If you decide to retain your own lawyer, you are responsible for paying their legal fees.

10. What if I do Not Want to be Bound by the Settlement? Can I Opt Out of the Proposed Settlement?

Yes. If you do not want to be bound by the proposed settlement, you must opt out of the class action by [DATE]. If you opt out, you will not be entitled to any compensation under the class action settlement.

If you want to commence your own lawsuit, you must opt out.

If you opt out, you must abide by any applicable limitation periods. We strongly recommend you consult a lawyer before making the decision to opt out.

To opt out of the settlement, you must submit an Opt-Out Form to the Class Counsel. A copy of the Opt-Out Form is available at www.cavalluzzo.com/cineflixclassaction.

<p>D. HOW TO RECEIVE A PAYMENT IF THE PROPOSED SETTLEMENT IS APPROVED</p>
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11. How will I receive a payment?

To ask for a payment, all Class Members must complete and submit a Claim Form. Cineflix will assess all claims using a strict formula that the Parties have agreed upon. Eligible Class Members will not need to testify in court. Once the claim is verified, Class Members will receive compensation as soon as reasonably possible.

Before anyone can file a Claim Form or be assessed, the Ontario Superior Court must decide whether to grant final approval of the proposed settlement (see “**The Approval Hearing**” below).

If the settlement is approved, we will provide more information about the claims process, including the Claim Form, in a further notice.

12. How will payments be calculated?

Cineflix, in consultation with Cavalluzzo LLP, will review your Claim Form and determine if you qualify for a payment. If you do, Cineflix, in consultation with Cavalluzzo LLP, will determine the amount of your payment based on the formulae described in the Settlement Agreement.

Importantly, the majority of the settlement is for a fixed amount, meaning that Cineflix does not "save" money by denying claims. The net figure payable to Class Members will depend on: (a) how much of the \$1,000,000 or \$2,500,000 is allocated to pay Class Counsel's legal costs; (b) the number of Class Members who apply for payment; and, (c) for Class Members receiving payment for their employment agreements, the amounts withheld to the CRA.

The full settlement agreement at <https://www.cavalluzzo.com/cineflixclassaction> explains fully how much is being paid and how it is being distributed.

13. What if I disagree with the decision?

If a decision is made that you are not a class member or otherwise entitled to compensation, you can bring a motion to challenge Cineflix's assessment at your own cost.

E. THE LAWYERS REPRESENTING YOU

15. 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.

16. Do I have to pay Class Counsel anything?

No.

Class Counsel is asking for the approval of fees and disbursements in the amount of \$TBD plus disbursements plus HST. This amount will be paid directly by Cineflix from the total amounts set aside to settle the class action. Class Counsel will not be paid unless the Ontario Superior Court declares that the proposed legal fees are fair and reasonable.

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.

F. PARTICIPATING IN THE PROPOSED SETTLEMENT HEARING

You may participate in the hearing to voice your support for the proposed settlement, you may object to the proposed settlement if you disagree with all or part of it, and you may also voice support or disapproval of the proposed legal fees payments. The Court will consider your views.

Participation in the hearing is optional. You may choose to wait for the outcome of the hearing.

17. How do I tell the Court if I support the proposed settlement?

To express your support for the proposed settlement, the proposed legal fees, or both, you may write a letter that includes the following:

- Your name, address, and telephone number;
- A statement saying that you support the Cineflix Class Action proposed settlement, legal fees, or both;
- The reasons you support the proposed settlement, legal fees, or both, along with any supporting materials; and,
- Your signature.

You may mail or email your letter to:

Cineflix Class Action
c/o Cavalluzzo LLP, 474 Bathurst Street, Suite 300
Toronto, Ontario, M5T 2S6
Email: cineflixclassaction@cavalluzzo.com

18. How do I tell the Court if I do not like the proposed settlement or legal fees?

To object to the proposed settlement, you may either:

- (a) **Make a written objection:** Write a letter or email that includes the following information:
- Your name, address, and telephone number;
 - A statement saying that you object to the Cineflix Class Action proposed settlement or the legal fees or both;
 - The reasons you object to the proposed settlement, fees, or both, along with any supporting materials; and
 - Your signature.
- (b) **Make an oral objection at the approval hearing:** You must fill out an Objection Form and indicate that you intend to appear at the hearing to object. The approval hearing before the Court is scheduled to be heard in Toronto, Ontario on December 21, 2021 at 10:00 a.m..

All objecting letters or emails, including any Objection Forms, must be sent on or before December 14, 2021 to:

Cineflix Class Action
c/o Cavalluzzo LLP, 474 Bathurst Street, Suite 300
Toronto, Ontario, M5T 2S6
Email: cineflixclassaction@cavalluzzo.com

G. THE APPROVAL HEARING

19. When/where will the Court decide whether to approve the proposed settlement and/or the legal fees?

The Ontario Superior Court will hold an Approval Hearing in Toronto, Ontario on **December 21, 2021 at 10:00 a.m.**

This is a public hearing, and you may attend if you wish. As a Class Member, you may also ask to speak, but you do not have to.

The hearing date could be moved to a different date or time without additional notice. If you plan to attend the hearing, we recommend you check Class Counsel website at www.cavalluzzo.com/cineflixclassaction or call 1-844-253-7730.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the Court will listen to the people who submitted an Objection Form and asked to speak at the hearing.

After the hearing, the Court will decide whether to approve the proposed settlement. We cannot guarantee when the Judge will release his decision.

The Court will, at the same, consider whether the proposed legal fees are fair and reasonable.

20. What if I do nothing?

If you do nothing, you are deemed to have accepted the proposed settlement. The approval hearing will proceed and the Court will consider whether the proposed settlement is fair, reasonable, and in the best interests of the Class. You will have no further opportunity to make objections to the Court with respect to the proposed settlement.

H. GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the proposed settlement. For full details, a copy of the proposed Settlement Agreement is available at: www.cavalluzzo.com/cineflixclassaction.

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

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

or email:

cineflixclassaction@cavalluzzo.com

or call:

1-844-253-7730.

Second Notice – Email

Dear Current and Former Cineflix Employees and Contractors,

RE: Cineflix Class Action

You have been identified as a potential Class Member in the Cineflix Class Action. This Class Action, brought on behalf of a group of Cineflix workers, alleges that Cineflix systemically misclassified contractors in Ontario as independent contractors, and illegally denied them vacation pay, public holiday pay, and overtime pay. The Class Action claims damages on account of these unpaid wages. The Class Action also claims unpaid overtime on behalf of Cineflix's employees. Cineflix has denied those allegations. There has been no adjudication on the merits of the claims in the Class Action.

On **DATE**, the Ontario Superior Court approved a settlement entered into with Cineflix to resolve the Class Action. As a potential Class Member, you might be entitled to a payment under the terms of this agreement. **In order to apply for a payment, you must complete a Claims Form and return it to Cineflix by [insert date].**

For a copy of the Claims Form and information on how to complete and submit it, or for more general information, please visit the following web page:

www.cavalluzzo.com/cineflixclassaction

You may also contact the lawyers representing the Class Members and the representative plaintiff by calling 1-844-253-7730 or by emailing cineflixclassaction@cavalluzzo.com.

Sincerely,

[Cineflix OR Stephen Moreau , Cavalluzzo LLP]

[Insert Logo and/or Signatures as Needed]

Second Notice – Facebook and Online Posts

A settlement agreement has been reached in the Cineflix Class Action. If you worked for Cineflix since October 6, 2016 in Ontario and you have not already opted out of the Class Action, you may be a Class Member in the Cineflix Class Action, and you might be entitled to a payment under this settlement.

If your work for Cineflix only took place before October 6, 2016, you are not part of this settlement. The Action on behalf of persons who only worked for Cineflix before October 6, 2016 will be discontinued.

This Class Action, brought on behalf of a group of Cineflix workers, alleges that Cineflix systemically misclassified contractors in Ontario as independent contractors, and illegally denied them vacation pay, public holiday pay, and overtime pay. The Class Action claims damages on account of these unpaid wages. The Class Action also claims unpaid overtime on behalf of Cineflix's employees. Cineflix has denied those allegations. There has been no adjudication on the merits of the claims in the Class Action.

On **DATE**, the Ontario Superior Court approved a settlement entered into with Cineflix to resolve the Class Action. If you are a Class Member, you might be entitled to a payment under the terms of this agreement. **In order to apply for a payment, you must complete a Claims Form and return it to Cineflix by [insert date].**

For a copy of the Claims Form and information on how to complete and submit it, or for more general information, please visit the following web page:

www.cavalluzzo.com/cineflixclassaction

You may also contact the lawyers representing the Class Members and the representative plaintiff by calling 1-844-253-7730 or by emailing cineflixclassaction@cavalluzzo.com.

Sincerely,

[Cineflix OR Stephen Moreau , Cavalluzzo LLP]

[Insert Logo and/or Signatures as Needed]

Second Notice – Direct Mailing (Class Members)

LEGAL NOTICE

Did you work for Cineflix in Ontario before September 2, 2021?

The Court has approved a settlement reached on behalf of a group of Cineflix workers. Please read this notice carefully.

Dear _____,

Notice of Class Action Settlement

The Ontario Superior Court recently approved a settlement in a class action against Cineflix.

You are receiving this notice because we believe you might be entitled to a payment under the settlement. Please read this notice carefully for details. This notice also describes how to opt out of the settlement, should you wish to do so.

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

What Is the Class Action about?

A former Cineflix worker, Anna Bourque, (the "**Representative Plaintiff**"), sued Cineflix on behalf of Cineflix employees and contractors. The class action lawsuit claimed:

- Cineflix misclassified its workers as "independent contractors" when they were in fact "employees";
- As a result, Cineflix did not compensate these contractors for overtime, public holiday pay, and vacation pay; and,
- Additionally, Cineflix did not compensate its employees for the overtime hours they also worked.

Cineflix has denied all of these allegations. There has been no adjudication on the merits of the claims in the Class Action.

After extensive litigation and settlement discussions, Ms. Bourque and Cineflix have reached a proposed settlement that provides compensation to eligible workers. The Ontario Superior Court has approved this agreement.

Am I Eligible?

All Class Members are eligible for a payment.

A person is a Class Member if they worked at Cineflix on or after October 6, 2016. The class action only covers persons who worked at Cineflix from October 6, 2016 to and including September 1, 2021.

Estates of Class Members may be eligible. A claim must be filed by the Estate Executor, or, if the Estate has been wound up, an immediate family member of a deceased class member.

All Class Members (except those who validly "opt out" of the Settlement) will be bound by the terms of the Settlement, and will be covered by the releases in the Settlement. As a result, they will not have the right to sue Cineflix for misclassifying them as independent contractors and/or for failing to pay them overtime and any other related claims.

What Does the Settlement Provide?

The settlement provides that:

- a) Class Members who submit a claim form and indicate they worked at Cineflix as a contractor or employee between October 6, 2021 and September 1, 2021 are eligible for compensation;
- b) Cineflix will review its records to substantiate each person's claim and determine, in consultation with Cavalluzzo LLP, the amount of your payment. The amount of each payment will depend on the number of people that apply for compensation.

Full details of the settlement are available in the formal settlement agreement found at: www.cavalluzzo.com/cineflixclassaction.

How Much Money Will I Get?

The Court approved a total payment of \$1,000,000 or \$2,500,000. Only \$1,000,000 is paid if a fully ratified collective agreement is entered into between Cineflix and the CWA/SCA Canada Canadian Media Guild and IATSE, two unions. Some of these amounts will be paid to Cavalluzzo LLP in legal fees, HST and disbursements. You do not need to pay Cavalluzzo LLP any money, nor will any counsel fees be deducted from the amount that you receive.

The amount each Class Member will receive will depend on a number of factors. These factors include:

- (1) Whether the total settlement amount is \$1,000,000 or \$2,500,000; and,
- (2) The number of Class Members that apply for payment.

No monies will be paid for any person who only worked for Cineflix before October 6, 2016.

Importantly, the settlement is for a fixed amount, meaning that Cineflix does not "save" money by denying claims.

If you want to see the formulae being applied in detail, you will have to read the formal settlement agreement found at www.cavalluzzo.com/cineflixclassaction.

You should know that the standard tax withholdings will be deducted for monies paid pursuant to any employment agreement. Class Members who receive any monies paid pursuant to contracts for services continue to be responsible for making any necessary remittances to the Canada Revenue Agency.

How Do I Get This Money?

You must complete the Claim Form enclosed with this letter and send it to Cineflix at: ADDRESS. You must submit the Claim Form by DATE???

If you previously chose to opt out of the class action, you are not eligible for any compensation under this settlement.

Want More Information?

Visit, call, or email Class Counsel at:

Website: www.cavalluzzo.com/cineflixclassaction

Email: cineflixclassaction@cavalluzzo.com

Telephone: 1-844-253-7730

Do You Know Anyone Who May Be Part of the Cineflix Class Action?

Please share this information with them.

NOTICE OF DISCONTINUANCE

LEGAL NOTICE

NOTICE OF CLASS ACTION DISCONTINUANCE

Have you ever worked for Cineflix? A class action brought on behalf of Cineflix workers has been discontinued in part. This discontinuance might affect you. Please read this notice carefully.

Dear Former Cineflix Employees and Contractors,

Notice of Discontinuance

The Ontario Superior Court is being asked to approve a settlement in a class action against Cineflix. However, anyone who only worked for Cineflix before October 6, 2016 is *not* included in the settlement, and will not receive any monies as part of the settlement.

As a result, the class action brought on behalf of those who only worked for Cineflix before October 6, 2016 **has been discontinued**.

You are receiving this notice because we think you are someone who only worked for Cineflix before October 6, 2016. Although the action on behalf of those workers has been discontinued, you may wish to start your own legal claim against Cineflix. Please read this notice carefully for more information.

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

What is the class action about?

A former Cineflix worker, Anna Bourque (the "**Representative Plaintiff**"), sued Cineflix on behalf of employees and contractors who worked for Cineflix in its pre-production, production, and post-production departments since the year 2000. This class action lawsuit claimed:

- Cineflix misclassified some of its workers as "independent contractors" when they were in fact "employees";
- As a result, Cineflix did not compensate these workers for overtime, public holiday pay, and vacation pay; and,
- Additionally, Cineflix did not compensate its employees for the overtime hours they also worked.

Cineflix has denied all of these allegations. There has been no adjudication on the merits of the claims in the Class Action.

After extensive litigation and settlement discussions, Ms. Bourque and Cineflix reached a settlement. The Ontario Superior Court has approved this agreement.

I only ever worked for Cineflix before October 6, 2016. What does the settlement mean for me?

Part of the settlement is that the class action on behalf of those who only worked at Cineflix before October 6, 2016 has been discontinued. If you only worked at Cineflix before that date, you are no longer part of the class action. The settlement does not apply to you, and does not affect your ability to pursue any cause of action that had been advanced on your behalf in this class action.

If you would like to start your own legal claim against Cineflix in respect of any causes of action raised in this class action, you should investigate whether you can commence that claim and by which date, because your claim might be barred or might become legally barred by time limits that apply. If you would like to pursue legal action against Cineflix, we recommend you take all necessary legal steps—including seeking legal advice—to protect any claim you may have. You are responsible for your own legal fees.

I worked before October 6, 2016 but I also worked at Cineflix on or after October 6, 2016. What does the settlement mean for me?

If you also worked for Cineflix from October 6, 2016 onwards, you remain part of the class.

For more information on how the settlement might apply to you, please visit www.cavalluzzo.com/cineflixclassaction. You may also contact Class Counsel at:

Cavalluzzo LLP
Barristers & Solicitors
474 Bathurst Street, Suite 300
Toronto, Ontario
M5T 2S6
Tel: 1-844-253-7730
Email: cineflixclassaction@cavalluzzo.com

Cineflix Class Action Individualized Claims Form – Direct Mail and Email

Please complete all parts of this claims form. The first four parts of this claims form relate to information that Cineflix needs in order to provide you with appropriate compensation. The fifth part of this claims form sets out Cineflix's information as to the compensation category into which you fall.

You must complete and return this form within 60 days of the date on which it was sent to you in order to receive compensation.

FOR CINEFLIX'S USE ONLY	
Date application received (dd-mm-yyyy):	
PLEASE COMPLETE ALL OF THE FOLLOWING FIELDS:	
PART 1 – APPLICANT INFORMATION	
1. First 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. Telephone Number	7. Alternate Telephone Number
PART 2 – BANKING INFORMATION AND INFORMATION REGARDING CLAIM	
<p>If you are eligible for payment and would like to receive your payment by direct deposit, we ask that you either: (a) send us a "VOID" cheque with this application; or, (b) give us the following account information:</p> <p>Name of Financial Institution: _____</p> <p>Account Number: _____</p> <p>Transit Number: _____</p> <p>If you do not send in a VOID cheque or complete this section with account information, we will send any proceeds by regular mail in the form of a cheque. Cineflix is not responsible for any lost or stolen cheques sent by regular mail.</p>	

Indemnity

By signing this form, you acknowledge that, if you receive a payment in respect of any independent contractor agreement or agreements, you are responsible for any taxes, EI premiums, or CPP premiums that might apply to that payment. Cineflix will not be withholding any portion of funds paid in respect of independent contractor agreements on your behalf for the Canada Revenue Agency ["CRA"]. You agree to indemnify and save harmless Cineflix and you waive any claims against Cineflix for any claims, taxes, charges, penalties, or obligations, if any, applied by the CRA to the payment.

If you receive a payment in respect of any employment agreement or agreements, Cineflix will be making standard withholdings from the amounts you are paid.

Privacy Statement and Consent

Cineflix 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 Cineflix 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*.

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

PART 3 – DECLARATION AND SIGNATURE

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 paragraph 10 above.

Applicant's 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:

[ADDRESS AND EMAIL]**PART 5 – PAYMENT CATEGORY**

The following chart sets out the payment categories for class members with the corresponding points that each class member will receive. Based on Cineflix's records, Cineflix believes that you fall into the category marked list below. These points will determine the share of the settlement to which you are entitled.

Number of Days Worked for Cineflix during the Class Period	Average Daily Amounts Earned at Cineflix during the Class Period	Did the Class Member Work on a First Season Program?	Points	Your Payment Category, Based on Cineflix's Records
5 to 14	\$0 to \$425	No	300	
5 to 14	\$0 to \$425	Yes	750	
5 to 14	Over \$425	No	600	
5 to 14	Over \$425	Yes	1,500	
15 to 60	\$0 to \$425	No	1,600	
15 to 60	\$0 to \$425	Yes	4,000	
15 to 60	Over \$425	No	2,100	
15 to 60	Over \$425	Yes	5,250	
61 and over	\$0 to \$425	No	2,600	
61 and over	\$0 to \$425	Yes	6,500	
61 and over	Over \$425	No	3,100	
61 and over	Over \$425	Yes	7,750	

Please choose one of the following boxes and, if you selected the second box, write in the number of points that corresponds to the payment category into which you believe you should have been placed:

☐

I believe that I have been placed into the correct payment category.

☐

I believe that I have NOT been placed into the correct payment category. I believe that I should be in the category that receives _____ points.

If you believe that you have been placed into an improper payment category, when you return this form, please enclose an explanation as to what payment category you believe you should have been placed into and why you believe you should have been

placed into that payment category, along with any supporting records that support your belief.

If you believe you have been placed into an incorrect payment category, after receiving this Claims Form, Cineflix will review any information you provide and will tell you whether:

- 1) Cineflix agrees with the information you provided, in which case you will be placed into the payment category you identified; or,
- 2) Cineflix disagrees with the information you provided and is of the view that the payment category set out in the Claims Form above is correct.

If Cineflix disagrees with the information you provided and is of the view that the payment category set out in the Claims Form above is correct, you can challenge Cineflix's decision by bringing a motion within 15 days to the Superior Court of Justice for a determination as to whether they have been placed in the appropriate payment category. You may wish to seek legal advice to bring that motion.

Cineflix Class Action Generic Claims Form – Facebook and Online Posts

Please complete all parts of this claims form.

You must complete and return this form within 60 days of the date on which it was posted online to you in order to receive compensation.

If you already completed a individualized claims form that was sent to you directly, you do not need to complete this claims form. If you did not receive an individualized claims form but believe that you are a Class Member, please complete this form.

FOR CINEFLIX'S USE ONLY	
Date application received (dd-mm-yyyy):	
PLEASE COMPLETE ALL OF THE FOLLOWING FIELDS:	
PART 1 – APPLICANT INFORMATION	
1. First 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. Telephone Number	7. Alternate Telephone Number
PART 2 – PRIVACY STATEMENT AND CONSENT	

Privacy Statement and Consent

Cineflix 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 Cineflix 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*.

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

PART 3 – YOUR STATUS AS A CLASS MEMBER

In order to receive compensation, you must be a Class Member. The Class Members included in the settlement are:

Any person who worked for Cineflix, whether directly or indirectly through corporations owned and/or controlled by such person, in any legal relationship whatsoever (including as an employee, dependent contractor, independent contractor, or sole proprietor), in Ontario at any time during the Class Period (October 6, 2016 through September 1, 2021), but excluding those who worked for Cineflix only in one or more of the following roles during the Class Period:

- a) Any job in respect of which an individual's terms of work are covered by a collective agreement;
- b) Any actors or other on-screen talent;
- c) Any jobs of any sort relating to work on scripted productions; and
- d) Any corporate staff, such as administrative, professional, accounting and similar staff, whose engagement does not arise in respect of only a specific production or specific productions).
- e) Any job in which an individual held the job titles of Executive Producer, Line Producer, Producer, Production Manager, or Series Producer, or substantially similar job titles, or primarily performed the job functions associated with such job titles.

You are a Class Member if you meet this definition.

The definition excludes persons who only worked at Cineflix before October 6, 2016. If your work for Cineflix only took place before October 6, 2016 or after September 1, 2021, you are not part of this settlement, and you should not submit this claims form.

If you are a Class Member, please tick the box below:

☐

I am a Class Member and meet the definition set out above.

Once Cineflix receives your Claims Form, it will review its records and determine, based on its records, whether you are a Class Member and, if so, what payment category you fall into. Cineflix will advise you as to what it concluded based on its records and will provide you with information about how to challenge that determination.

If you did not receive a personalized claims form but believe that you are a Class Member, it will assist Cineflix in processing and evaluating your claim if you could list the productions you worked on, the job(s) you had on those productions, and the approximate dates of your work. You are not required to provide this information in order to submit a claims form. However, it will be of assistance.

PART 4 – DECLARATION AND SIGNATURE

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 paragraph 10 above.

Applicant's signature

Date

PART 5 – WHERE TO SEND YOUR CLAIM FORM

Please mail or email your completed claim form and any attached documents (if applicable) to the following address:

[ADDRESS AND EMAIL]

SCHEDULE E – COLLECTIVE AGREEMENT

**COLLECTIVE AGREEMENT
BETWEEN**

CINEFLIX MEDIA INC.

– and –

FACTUAL TELEVISION JOINT COUNCIL

1. THE COUNCIL

- a. The Factual Television Joint Council (the “Joint Council”) or (“Union”) as contemplated by the applicable provincial labour relations legislations.
- b. The constituent unions of the Joint Council are CWA/SCA Canada and any of its affiliated locals, including the Canadian Media Guild ("CMG"), and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada ("IATSE"), and any of its affiliated locals.

2. SCOPE & RECOGNITION

- a. This Agreement is an agreement between:

Cineflix Media Inc. and related companies
(referred herein jointly and severally as "the Company")

- and -

Factual Television Joint Council
(the “Joint Council”).

- b. This Agreement applies to all Company productions, including for clarity all productions by companies related to Cineflix Media Inc., produced:
 - physically in whole or in part in Canada, or
 - physically out of Canada where the production office is located in Canada.except for those productions produced primarily in the province of Quebec.
- c. The Company recognizes the Joint Council as the sole and exclusive bargaining agent of all of its workers engaged in the production of non-scripted productions (e.g. talk shows, reality shows, lifestyle shows, documentaries, docudramas, game and competition shows) produced for distribution in any form including, but not limited to, network television, cable and pay television, OTT and streaming services, save and except persons engaged as Performers, Production Managers, and/or Line Producers and/or Series Producers, persons above the rank of Production Manager and/or Line Producer, and/or Series Producers, Corporate Staff (Administrative, Professional , Accounting and similar staff whose engagement does not arise in respect of only a specific production or specific productions), non-Canadian workers working out of Canada and persons represented by another trade union. It is recognized that ‘productions’ as defined above do not include research, development and the creation of non-broadcast material such as Sizzle Reels. For greater clarity, corporate employees are not paid through a production company.

- d. This Agreement is applicable to all persons (also referred to herein as "workers") employed or engaged by the Company, regardless of the person's terms of engagement or employment status (i.e. employee, independent contractor, corporate loan-out or otherwise).

3. THE COMPANY

- a. The Company acknowledges the "sale of business" and "related employer" provisions of various provincial labour relations acts. Without limiting the foregoing, Cineflix Media Inc. further acknowledges that any company that it establishes and/or with which it has common control and direction that produces a production of the kind described in Article 2 above is a related company for the purposes of this Agreement and is bound by this Agreement.
- b. The Company shall make reasonable efforts and take all steps that it can to maintain the legal status of the Company and shall not permit same to be liquidated, wound down or dissolved until all of the Company's obligations under this Agreement have been fully and finally performed and satisfied.
- c. If there is a change in the Company's name, the Company agrees to notify the Joint Council, in writing, immediately.
- d. If, at any time, the Company intends to sell, assign, transfer or lease the entire operation or any part thereof, to the extent that doing so would impact on its obligations under this Agreement, then it shall give notice of the existence of this Agreement to any prospective purchaser, assignee, transferee or lessee, or that part of the operation which is covered by this Agreement. Such notice shall be given to the prospective purchaser, assignee, transferee or lessee, in writing, with a copy to the Council, not later than seven (7) calendar days before the effective date of sale, assigning, transfer or lease.
- e. The Company will not subcontract bargaining unit work covered by this Agreement except where the Company lacks the requisite equipment, technology, facilities or personnel to perform the work. In no circumstance will the Company subcontract bargaining unit work where doing so would displace a current worker from his or her role, unless the Joint Council consents thereto. When practicable, the Company shall deliver a minimum of one week's advance notice to the Joint Council of its intention to subcontract. The Joint Council expressly recognizes that the Company has the exclusive responsibility for, and authority over, the management and operation of its business and, as such, its ability to exercise those functions is only limited by the specific terms of this Agreement and/or any applicable legislation.

Accordingly, the Company expressly reserves all rights not otherwise curtailed by this Agreement. Notwithstanding the foregoing, the Company agrees to exercise its rights in a reasonable manner.

4. DEAL MEMOS & INDIVIDUAL CONTRACTS

- a. The Company may enter into "Deal Memos" and other individual contracts with persons covered by this collective agreement subject to the provisions of this Article.
- b. The terms of a Deal Memo or individual contract will not be inconsistent with the terms of this collective agreement.
- c. Every Deal Memo or individual contract must include the following:
 - the position in which the person is to work and the scope of the work
 - daily wage rate and, where appropriate, weekly wage rate
 - where practically available, a breakdown of vacation pay, holiday pay and overtime pay included in daily or weekly rate
 - a statement describing the circumstances under which an additional overtime premium, vacation pay and public holiday premium would be payable
 - travel day pay rate and a statement stating when this is payable
 - the start date (and end date where applicable)
 - a statement stating that the person entering into a Deal Memo or individual contract is a member of the Joint Council's bargaining unit and is subject to the terms of the collective agreement
 - a statement stating the conditions under which the person's employment or engagement can be terminated and a description of the notice and payments to which the person is entitled in the event of termination
 - a statement advising that where the person disputes any term of their contract or this collective agreement, such a dispute must be raised and enforced through the Joint Council and that the Joint Council normally has only fifteen (15) days from the event giving rise to the alleged violation in which to file a challenge (i.e. grievance).

5. WAGES & BENEFITS

- a. The Company agrees to pay workers at rates not less than the minimum daily or weekly rates and benefit contribution rates set out in Schedule 1 to this Agreement.
- b. Nothing in this Agreement shall prevent any worker from negotiating and obtaining from the Company better rates, conditions and/or terms of employment than those provided here.
- c. The Company agrees to comply with its obligations under applicable pay equity legislation. Furthermore, the labour/management committee shall be tasked with reviewing issues of pay equity on a regular basis and in particular will review and, if necessary, rectify any gender inequities in the pay rates paid in excess of the minimum rates set of in the agreement.
- d. The Company agrees to deduct dues from the gross pay (regular and overtime gross wages) from each person covered by this Agreement, at rates to be determined by the Joint Council and remit not less than monthly as working dues to the Joint Council.

6. VACATION PAY

- a. Persons covered by this Agreement will receive vacation pay in accordance with the terms of the applicable provincial legislation.
- b. Vacation pay will be paid at a rate of four percent (4%). Daily wage rates and, where applicable, weekly wage rates, will include vacation pay. For any pay that is in addition to the daily wage rate or, where applicable, weekly wage rate, persons covered by this agreement will receive a four percent (4%) vacation pay premium to be paid at the time that the additional pay is paid. All vacation pay will be clearly and separately identified on a worker's pay statements.

7. PUBLIC HOLIDAYS

- a. Persons covered by this Agreement will receive statutory holiday pay calculated in accordance with the terms of the applicable provincial legislation. Schedule 2 to this Agreement sets out the statutory holidays in each province.
- b. Daily wage rates and, where applicable, weekly wage rates, will include public holiday pay paid at a rate applicable to the public holidays in the province and set out in Schedule 2.
- c. Persons covered by this Agreement who work on a public holiday will be paid their pro-rated daily or weekly base rate x1.5.

- d. For clarity, in the event that additional statutory public holidays are created while this Agreement is in effect, persons covered by this Agreement will receive statutory holiday pay for those days as well.

8. HEALTH AND SAFETY

- a. It is agreed by the Company and the Joint Council that great emphasis shall be placed on the need to provide a safe working environment. Accordingly, the parties agree to establish a joint Health and Safety Committee, the details of which are set out in Schedule 3 to this Agreement.
- b. It shall be the responsibility of the Company to provide employment and places of work that are safe and healthful for the workers and to provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes that are reasonably adequate to render such employment and places of work safe.
- c. The Company and the Joint Council will promote a workplace culture of safe work and agree to cooperate to ensure compliance with the Ontario Ministry of Labour's *Safety Guidelines for the Film and Television Industry*. <https://www.labour.gov.on.ca/english/hs/pubs/filmguide/> or, if there is appropriate provincial guidelines in the province in which work is taking place, those provincial guidelines will apply.
- d. The Company and every worker shall comply with the applicable Occupational Health and Safety legislation and all rules, regulations and orders pursuant to applicable laws, which for greater certainty, include the applicable Workplace Safety Insurance legislation and regulations. In this regard, and with out limiting the foregoing, the Company will ensure the following:
- JOINT HEALTH & SAFETY COMMITTEE - The Company will establish and maintain a Joint Health and Safety Committee.
 - HEALTH & SAFETY POLICY – The Company will establish and maintain a health and safety policy.
 - WSIB, WORKSAFE B.C. OR EQUIVALENT COVERAGE – The Company will bring all persons covered by this Agreement under the Company's Workplace Safety and Insurance Board (WSIB), WorkSafe B.C. or equivalent provincial insurance coverage (and provide the Council with proof thereof), and recognize all persons covered by this agreement as "workers" as defined under Ontario's *Workplace Safety and Insurance Act, 1997*, B.C.'s *Workers Compensation Act ("Act")* and other provincial legislation.
- e. The Company and the Joint Council agree that no set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Company and the Council therefore undertake to promote in every way possible, including the following, the realization of the

responsibility of the individual worker with regard to preventing accidents to themselves or their fellow workers:

- HEALTH AND SAFETY REPRESENTATIVES - The Company shall recognize up to two (2) Health and Safety Representatives as appointed by the Joint Council. Any person so appointed shall have the complete cooperation of the Company in the performance of their duties to inspect all working conditions affecting the terms of this Agreement.
 - SAFETY TRAINING & AWARENESS - The Company and the Joint Council agree to cooperate to ensure that proper occupational health and safety awareness training is provided to all persons covered by this Agreement. Prior to commencing work, all persons covered by this Agreement must complete the applicable provincial online or other training program for workers and training program for supervisors and submit the corresponding proof of completion certificates to the Company.
 - USE OF SAFETY EQUIPMENT - The Company will provide necessary safety equipment and training on the use of such equipment as required by the appropriate Health and Safety legislation and Regulations.
 - IDENTIFIED SAFETY CONCERN - If a person covered by this Agreement identifies a safety concern, the Company will take reasonable steps to address the issue.
 - ENFORCEMENT - Rigid observance of safety regulations must be adhered to and wilful failure of any worker to follow safety rules and regulations can lead to disciplinary action including discharge; however, no worker shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to clear and present danger to life or limb.
- f. The Company will notify the Joint Council in writing within seven (7) business days of any occupational injury that requires the Company to issue an Ontario Form 7 or equivalent in any other province and will provide the date and the general circumstances of the occurrence.
- g. The Company will make reasonable efforts to ensure that washroom and toilet facilities are provided by the Company at all sites and locations and shall be maintained on a standard at least equal to the standards required by the applicable Occupational Health and Safety legislation.
- h. Any worker unable to complete the minimum daily call because of an injury sustained on the job shall be paid the minimum daily call for the day on which the injury occurred.

9. A WORKPLACE FREE OF HARASSMENT, SEXUAL HARASSMENT, AND WORKPLACE VIOLENCE

- a. The Company and the Joint Council are committed to fostering a workplace in which every person is treated with dignity and respect. The Company and The Council acknowledge that workplace harassment, workplace sexual harassment, and workplace violence are unacceptable and will not be tolerated.
- b. The Company will keep current and post its Workplace Violence, Harassment and Discrimination Policy with input from persons covered by this Agreement and from the Joint Council.
- c. The Company has procedures and policies that establish expectations of conduct at work which are set out in the Policy manual which is attached as Schedule 4 to this Agreement. These policies are designed to maintain a workplace that is free from workplace harassment, bullying or violence of any kind. The Company reserves the right to update these policies as necessary in consultation with the Joint Council.

10. HOURS OF WORK AND WORK WEEK

- a. A standard work day is a period of ten (10) paid hours of work for persons engaged in classifications listed in Schedule 1A and twelve (12) paid hours of work for persons engaged in classifications listed in Schedule 1B.
- b. A standard work week is a period of five (5) consecutive calendar days. Travel Days are not considered work days for the purposes of this article and are subject to the terms set out below at Article 13b below.
- c. The minimum daily call is eight (8) hours of work. There shall be no split shifts.
- d. DAILY TURNAROUND REST TIME - A person covered by this Agreement will have a minimum of ten (10) hours free from work between the end of one work day and the start of the next work day.
- e. WEEKLY TURNAROUND REST TIME - A person covered by this Agreement will have the following weekly hours of rest:
 - a minimum of forty-eight (48) hours free from work in between the end of one five (5) day work week and the start of the next work week,
 - a minimum of thirty-four (34) hours free from work in between the end of one six (6) day work week and the start of the next work week, and
 - a minimum of twelve (12) hours free from work in between the end of one seven (7) day work week and the start of the next work week.

- e. In an effort to improve work-life balance, where applicable, the Company will give due consideration to requests for shortened work weeks, job sharing or other alternate work arrangements.

11. OVERTIME

Hours of Work	Premium
In excess of eight (8) hours	Hourly base rate x 1.5

Daily wage rates will include overtime pay calculated in accordance with the chart above for the ninth and tenth hours of work for persons engaged in classifications listed in Schedule 1A and for the ninth through twelfth hours of work for persons engaged in classifications listed in Schedule 1B.

Pay for any hours worked beyond those hours will be paid in accordance with the chart above.

- a. "SIXTH DAY" WORK - A person covered by this Agreement who is required to work on a "sixth day" following the completion of a standard work week will be paid their base hourly rate x 1.5.
- b. "SEVENTH DAY" WORK - A person covered by this Agreement who is required to work on a "seventh day" following the completion of a standard work week will be paid their base hourly rate x 1.5.
- c. ENCROACHMENT ON TURNAROUND REST TIME - A person covered by this Agreement who is required to work during their daily or weekly turnaround rest time will be paid their base hourly rate x 2.0.
- d. TIME OFF IN LIEU – Provided that the Company is in agreement, a person covered by this Agreement may elect to take leave in time off in lieu of pay for work performed beyond the scheduled work day, or on a sixth or seventh day, or during their turnaround time, or on a public holiday. In such situations, the payment shall be paid at their base hourly rate x 1.5. Such time will be taken within six (6) months at a time that is mutually agreeable between the Company and the worker.
- e. The Company shall not lay off and rehire the same worker within the same workweek for the sole purpose of avoiding premium pay.

12. MEAL BREAKS

- a. A person covered by this Agreement is entitled to a one (1) hour unpaid meal period or a thirty (30) minute paid meal period for every five (5) consecutive hours of work performed.
- b. A second (2nd) meal period during the same shift shall be paid through as time worked.
- c. A person covered by this Agreement who is unable to take a meal period will receive meal penalty pay. Meal penalty pay is calculated based on the following formula:

Hours worked since commencement of the work day	Meal Penalty Pay
Five (5) hours and one minute to five hours and eleven (11) minutes	Grace period
Five (5) hours and twelve (12) minutes to six (6) hours	\$3.00 for every six (6) minute increment
Six (6) hours and in excess of six (6) hours	\$3.50 for every (6) minute increment

For example, a person covered by this Agreement who works consecutively for five hours (5) and thirty (30) minutes is entitled to meal penalty pay in the amount of \$9.00.

13. MINIMUM HOURS OF WORK / TRAVEL DAYS

- a. In the event that a person covered by this Agreement is not scheduled to work and is called to work (e.g. to attend a production meeting), the Company will pay:
 - a minimum of four (4) hours of pay at the person's base hourly rate, regardless of whether the person works for the full four (4) hour period; or
 - a minimum of eight (8) hours of pay at the person's base hourly rate, regardless of whether the person works for the full eight (8) hour period, where the person is not scheduled to work and is called to work and works in excess of four (4) hours.
- b. TRAVEL DAYS. When a person covered by this Agreement travels on any day of the week, they will be paid a minimum of four (4) hours of pay at the individual's rate, if their travel takes four or less hours and two-thirds (2/3) of their daily rate if their travel is in excess of four (4) hours. Where a person works on the same day as they travel, all hours including their time travelling will be treated as normal work time and paid accordingly .

14. STUDIO ZONE

- a. Schedule 5 to this Agreement shall set out the studio zones for each production area(s) in each province.
- b. When a worker is working outside the Studio Zone and has a work day of fourteen (14) hours worked from that worker's call time, then, upon request by the worker, the Company will, when practicable, make reservations for and pay the cost of single occupancy, when such accommodation is available. Such requests shall be made by the worker for safety reasons and not solely for convenience.
- c. For locations outside the Studio Zone, calls will begin and end at the edge of the Studio Zone. When workers are required to work at locations outside the Studio Zone, a meal or meal money shall also be provided if and when meal periods become due. In addition, the Company shall provide shuttle service between its base of operations or an agreed-upon site as determined by the Joint Council and the production manager or the designated Company representative (but within the Studio Zone) and the location.
- d. Workers on assignments outside the Studio Zone where accommodations are provided shall receive a per diem allowance of sixty-five dollars (\$65.00); fourteen dollars and fifty cents (\$14.50) for breakfast; twenty dollars and fifty cents (\$20.50) for lunch; and thirty dollars (\$30.00) for dinner. When the Company provides a hot meal of equal value, the Company is not required to also pay that meal per diem.

15. TRAVEL

The Company will provide travel insurance and the relevant documentation to persons covered by this Agreement in advance of the required travel.

16. CANCELLATION OF WORK & HIATUS

- a. CANCELLATION OF WORK PRIOR TO START DATE - If scheduled work is cancelled prior to the start date of a person covered by this Agreement, the Company will provide the person with the greater of:
 - (i) the amount that an employee under the applicable *Employment Standards* legislation would be entitled to as pay in lieu of notice and benefit plan contributions during that notice period, and severance pay (if applicable); or,
 - (ii) one (1) week of pay to be calculated based on a standard work week.
- b. HIATUS & CANCELLATION OF WORK AFTER START DATE - If scheduled work is cancelled after the start date of a person covered by this Agreement, or, a person covered by this Agreement is asked to go on hiatus, the Company will provide at least five (5) days of notice of the dates of the hiatus or

the date(s) of work that are being cancelled. Where such notice is not possible, the Company will pay four (4) hours of pay at the person's base hourly rate for each day of hiatus or day of cancelled work for which sufficient notice was not provided, up to a maximum of 20 hours of such pay.

- c. CANCELLATION OF DAILY CALLS - The Company may cancel calls for workers working on a daily basis up to 8:00 p.m. (2000 hours) of the day prior to the starting time of the call. In the event that such notice is not given, the Company shall pay the worker one day's pay at the basic rate. For the purpose of clarity, the Company shall have no obligations in this regard where a production is not fully financed prior to the anticipated start date, a financier cancels the production, there is an event of force majeure that would make it impracticable to commence production, or the production is cancelled, suspended or delayed for any other reason outside of the Company's control.

17. TERMINATION PAY

- a. A worker terminated for just cause shall not be entitled to Notice or pay in lieu of Notice.
- b. When terminating a person covered by this Agreement for any reason other than just cause, the Company will pay all compensation accrued at the time of termination and, in addition, will pay the greater of:
 - (i) the amount that an employee under the applicable employment standards legislation would be entitled to as pay in lieu of notice and benefit plan contributions during that notice period, and severance pay (if applicable); or,
 - (ii) one (1) week of pay to be calculated based on a standard work week.
- c. The Company will not terminate the employment or engagement of a person covered by this Agreement and re-engage that person in respect of the same production or work in order to avoid its obligations under this Agreement.

18. SICK LEAVE/ FAMILY MEDICAL LEAVE

- a. All persons covered by this Agreement who become ill while at work to the point of being unable to continue working shall be paid for the balance of their shift, provided that they have worked for the Company for at least six (6) weeks.
- b. All persons covered by this Agreement who are unable to attend work due to illness or injury may request to be considered for sick pay of up to a maximum of five (5) paid sick days per year, provided that they have worked for the Company for at least three (3) months , and such requests will be considered by the Company in good faith on a case by case basis.
- c. All persons covered by this Agreement shall be entitled to the Family Medical Leave presently described in the Ontario *Employment Standards Act* or under the appropriate provincial legislation where such leave is provided in the province where the worker is engaged. Unpaid leaves requested for other personal emergencies will be granted at the discretion of the Company and such leave requests will not be unreasonably denied.

19. TITLE CREDITS

Subject to broadcaster approval, practices and production timing (e.g. requirement to shorten credits due to program length and broadcasting schedule) the Company agrees to use reasonable efforts to give a screen credit to persons covered by this Agreement, where appropriate for their job classification and in accordance with standard industry practice. Notwithstanding anything to the contrary, the casual or inadvertent failure by the Company and/or any failure by any third party to comply with the above credit obligations will not be deemed a breach by the Company of the provisions hereof.

20. NO REQUIREMENT TO FURNISH SERVICES OR EQUIPMENT

- a. Unless expressly contemplated at the time of engagement, the Company shall not require a person covered by this Agreement to perform any work as a prior condition to engagement or to furnish equipment, a vehicle, material, or working space. This shall not preclude a person covered by this Agreement from demonstrating ability or equipment.
- b. Unless expressly contemplated at the time of engagement, a person covered by this Agreement shall not be required by the Company to use a personal vehicle in the conduct of the Company's business.
- c. Where a person covered by this Agreement agrees to furnish equipment, a vehicle, material, or working space the Company will pay the person covered by this Agreement such rental rates as are agreed upon and such agreed upon amounts shall be paid separate and apart from the remuneration otherwise payable to the person.

- d. Where the Company and the person covered by this Agreement enter into an agreement concerning the rental of the person's own equipment, vehicle, material or working space, the agreement is enforceable under this Agreement.

21. DISCIPLINE AND DISCHARGE

- a. Workers may only be disciplined and/or discharged for just cause, and where appropriate the parties must both adhere to the principles of progressive discipline. The Company agrees to provide the Joint Council and the worker with a copy of written reprimands and/or a written notice of discipline that exceeds a written reprimand in severity, including discharge.
- b. Upon the request of a worker, the Company shall allow a Joint Council representative to be present at any investigatory meeting between the worker and a representative of the Company that may lead to discipline of the Employee. The Joint Council shall make available one (1) representative, within twenty-four (24) hours, if requested by the Company.

22. UNION RIGHTS

- a. STEWARDS - The Company shall recognize up to two (2) Stewards as appointed by the Joint Council at each work location. Any person so appointed shall have the complete co-operation of the Company in the performance of their duties it being understood, however, that Stewards have their regular duties to perform on behalf of the Company and may not leave their regular duties without notifying their immediate supervisor.
- b. HEALTH AND SAFETY REPRESENTATIVE - As stated above, the Company shall recognize up to two (2) Health and Safety Representatives per production and per office as appointed by the Joint Council. Any person so appointed shall have the complete cooperation of the Company in the performance of their duties to inspect all working conditions affecting the terms of this Agreement.
- c. UNION REPRESENTATIVES - Advance notice will be given to the Company so an authorized representative of the Joint Council shall be permitted to visit any production location or site during the hours when workers are working, provided work is not disrupted and the representative complies with the reasonable and generally applied visitor and security rules as established by the Company.
- d. SCREEN CREDITS - Subject to the same restrictions outlined in Article 19, the Company will clearly display the Joint Council emblem in the tail credits of any production on which members of this bargaining unit worked regardless of whether the included Production is a video, broadcast, Internet, or wireless broadband release.

- e. INFORMATION TO THE JOINT COUNCIL - The Company will either provide, or make available for inspection and copy on reasonable request, as set out below, the following to the Council in a timely basis:
- Employee Start Paperwork / Deal Memo / Individual Contract (Provide)
 - Original Time sheets and Payroll time sheet (Make Available)
 - Call sheets (Make Available)
 - Contact information (email, cell phone number, home address) for person employed/engaged, (Provide) and
 - Dues amounts remitted per person covered by this Agreement (Provide on a monthly basis).
- f. The Company agrees to furnish to the Joint Council, before principal photography commences, a copy of the top sheet of the complete budget. The sole purpose for receiving this information is to verify the tier level for the production. The information provided by the Company shall be kept in confidence by the Joint Council.

23. NO STRIKE OR LOCK OUT

- a. The Company agrees that it will not lock out any persons covered by this Agreement during the term of the Agreement. The Joint Council agrees not to initiate any strike, work stoppage, or slowdown during the term of this Agreement.

24. SETTLEMENT OF DISPUTES

The Company and the Joint Council agree to work together to resolve disputes concerning applications of the terms of this Agreement as quickly and cost-efficiently as possible.

- a. The Company and the Joint Council agree that any complaint, disagreement or difference of opinion between the two parties and/or the workers covered under this Agreement concerning the meaning, interpretation or application of this Agreement, or any provision thereof, or arising from any claim of breach of non-performance thereof, shall be considered a grievance.
- b. The time period for filing grievances shall be fifteen (15) days from the event giving rise to the alleged violation, except for grievances involving fringe payments, which should be filed within sixty (60) days of an alleged underpayment. If a grievance is raised, the following progressive system will apply:
- (i) The grievance shall be presented in writing to the grieved party, and within five (5) business days of receiving the grievance, a meeting shall be held between the two parties.
 - (ii) A written decision shall be presented to the grievor by the grieved party within five (5) business days following the meeting.

- (iii) Failure by either party to have a representative attend the meeting within five (5) business days of the presentation of the grievance, and/or failure to render a written decision within five (5) business days following the meeting, shall constitute a granting of the grievance in favour of the other party and such decision shall be final and binding. These time limits shall exclude Saturdays, Sundays and holidays

All time limits referenced above are mandatory and may only be extended by mutual agreement of the Parties in writing. Accordingly, in Ontario, Section 48 (16) of the *OLRB* does not apply.

- c. In the event that the grievance is not resolved at this point, the matter shall be referred to a single Arbitrator.
- d. The Company and the Council agree to name an agreed-upon Arbitrator, as well as an alternate, who will be seized for the life of the Agreement to hear and decide on any disputes that arise and will have the powers of an arbitrator under the applicable provincial labour legislation (e.g. In Ontario, section 48 of the *Labour Relations Act, 1995*), or, if determined otherwise, under the applicable provincial arbitration legislation (e.g. in Ontario, the *Arbitration Act*).
- e. If the parties cannot agree upon an Arbitrator, either party may request that the Minister of Labour appoint a Arbitrator.
- f. The Arbitrator will also determine, if the Company and the Council cannot agree, on the process for raising concerns, exchanging relevant information and filing grievances.
- g. The costs of Arbitration and/or Mediation to each party shall be borne by each party individually and the fees and costs of the Arbitrator and/or Mediator shall be shared equally between the Company and the Joint Council.

25. TERM AND RENEWAL (New)

The term of the Agreement shall come into effect following ratification by the Union and execution of the Agreement by the Company on a date to be agreed between the Parties (the “Effective Date”).

For greater clarity, this Agreement shall apply to all of the Company’s new productions or new seasons of productions, but shall not apply to:

- (i) Productions that have locked their budgets prior to Effective date; or
- (ii) Productions that have commenced principal photography prior to the Effective Date.

A “production” for the purpose of this article shall either be a cycle of a series or a stand lone project.

This Agreement shall expire three years from the Effective Date.

26. Favoured Nations

In the event that the Joint Council enters into a collective agreement with another production company with respect to non-scripted productions of the kind described in Article 2(c) of the present collective agreement and such a collective agreement proves a more favourable benefit to that other production company than the terms in the present collective agreement provided to the Company, the present collective agreement shall be deemed to be amended and modified in such a manner that the Company shall receive the benefit of the more favourable terms except where the Company elects in writing not to accept the benefit of any such amended or modified term or condition

All of which is agreed at Toronto this _____ day of _____, 202_____.

For the Company

For the Canadian Media Guild/CWA Canada

For the International Alliance of Theatrical
Stage Employees

SCHEDULE 1

Cross Skilling

1. It is recognized that individuals that are contracted for one position may, from time to time, be requested to perform duties of another classification(s). Such assignment shall be allowed provided that in circumstances where an individual works two (2) or more hours in any day performing the duties of a higher paid classification he/she shall be paid at the higher or highest wage rate applicable to the classification for the entire daily shift on which the duties were performed.

New Classifications

2. Where the Company requires work to be performed that is of a kind not contemplated herein but which would otherwise fall within the scope of the Agreement, the representatives of the Joint Council and the Company shall meet to negotiate an appropriate wage rate. Should the parties be unable to agree upon a wage rate for the new classification, the matter shall be referred to a single arbitrator on an expedited basis.

In these circumstances, the Company shall establish a wage rate for the work in question and any increase in that rate resulting from the arbitrator's decision, shall result in the workers(s) being compensated retroactively for amounts that they would have otherwise earned had the arbitrated wage rate been in effect their start date.

Writers

3. It is recognized that writer work is not performed in the same manner as the other classifications contemplated in this Agreement. Accordingly, it is agreed that:
 - (i) all writer work shall be performed at rates negotiated between the Company and the writer; and
 - (ii) Articles 4(c), 6, 7, 8, 10, 11, 12, 13, 14, 15, 16 (b), 16 (c) and 18 shall not apply to writers engaged pursuant to this Agreement.

Production Assistants and Trainees

4. (a) The Parties agree that Production Assistants shall be paid at minimum wage plus overtime, vacation, holiday pay for a blended daily and/or, where applicable, weekly rate.
- (b) Production Assistants may perform driving duties.
- (c) No more than 20% of the workers on a production shall be Production Assistants.
- (d) The Parties agree that the Company may hire Trainees in any classification. Trainees may work up to for up to 12 weeks at not less than the Production Assistant rate set out above. Thereafter workers shall be paid the minimum rate applicable to their classification.
- (e) Where Production Assistant who has worked for the Company for six (6) months or more returns to work for the Company, under a subsequent contract, the Company shall pay the person no less than a reasonable and appropriate amount above minimum wage.

Low Budget Production Exemption

5. For the life of this Agreement, in circumstances where the Company has a production where:
 - (i) the sixty (60) minute per episode budget is \$300,000 or less, or the thirty (30) minute per episode budget is \$245,000 or less; or
 - (ii) the production budget is being determined and controlled by a third party and the Company is required to produce the program within the parameters of that third-party budget requirement.

The minimum rates set out in this Schedule shall not apply, but shall be negotiable, except that the overall daily or weekly wage rate, pro-rated daily, shall not be less than the statutory minimum wage plus vacation pay, holiday pay and overtime as required under provincial employment standards legislation.

Minimum Wage Rates

6. Notwithstanding that *Employment Standards* legislation requires that overtime be paid after forty-four (44) hours in a week, the Parties agree that persons engaged under this Agreement shall be subject to the following minimum blended rates of pay which include vacation pay, holiday pay and overtime pay. For classifications listed in Schedule 1A below, the work day week shall be up to ten (10) hours in a day and up to fifty (50) hours in a week. For classifications listed in Schedule 1B below, the work day/week shall be up to twelve (12) hours in a day and up

to sixty (60) hours in a week. Any hours worked in excess of the daily or weekly maximums shall be paid at 1 ½ the base hourly rate for classification.

Schedule 1A MINIMUM WAGE RATES			
Position	Length of Day	Minimum Daily Rate	Minimum Weekly Rate
Story Producer	10	426	2130
Associate Producer	10	310	1550
Recap Producer	10	450	2250
Challenge Producer	10	400	2000
Audience Producer	10	215	1075
Annotator	10	325	1625
Jr. Annotator	10	300	1500
Writer	Per Episode	STN ¹	STN
Researcher	10	323	1615
Jr. Researcher	10	240	1200
Casting Researcher	10	325	1625
Jr. Casting Researcher	10	300	1500
Production Secretary	10	215	1075
Production Accountant	10	275	1375
Production Coordinator (Office)	10	250	1250
Post Supervisor	10	325	1625
Post Coordinator	10	253	1265
Supervising Editor	10	615	3075
Story Editor	10	STN	STN
Editor (Offline)	10	STN	STN
Editor (Online/Colourist)	10	STN	STN
Assembly Editor	10	300	1500
Assistant Editor	10	180	900
Loggers	10	Min Wage	Min Wage
Editor Trainee	10	Min Wage	Min Wage
Media Managers	10	Min Wage	Min Wage
Visual Researcher	10	350	1750
Junior Visual Researcher	10	240	1200

¹ STN – Subject to negotiation

Clarity Note: Production Coordinators who predominantly work in the office setting shall be paid in accordance with this schedule

Schedule 1B MINIMUM WAGE RATES			
Position	Length of Day	Minimum Daily Rate	Minimum Weekly Rate
Camera	12		
DP	12	STN ²	STN
Operator	12	460	2300
1st Assistant	12	350	1750
2ND Assistant	12	275	1375
Trainee	12	Min Wage	Min Wage
DMT	12	275	1375
Stills	12	500	2500
Drones Pilot	12	STN	STN
Drones Operator	12	460	2300
Drone Spotter	12	350	1750
Construction	12		
Coordinator	12	STN	STN
Head	12	300	1500
Carpenter	12	250	1250
Painter	12	250	1250
Labourer	12	240	1200
Grip	12		
Key Grip	12	STN	STN
Best Boy	12	325	1625
Grip	12	300	1500
Dolly	12	325	1625
Electric	12		
Gaffer	12	STN	STN
Best Boy	12	325	1625
Electric	12	300	1500
Genny Op	12	325	1625
Board Op	12	325	1625

² STN –
Subject
to
negotia-
tion

Riggers	12		
Head Rigger	12	STN	STN
Rigger	12	325	1625
Stagehand	12	250	1250
Costume	12		
Costumer Designer	12	STN	STN
Assistant	12	250	1250
Hair/Makeup	12		
Key	12	STN	STN
Artist	12	260	1300
Assistant	12	225	1125
Set Dec/Props	12		
Lead/Master	12	STN	STN
Decorator/Dresser/Assistant	12	250	1250
Sound	12		
Recordist	12	400	2000
Boom/Assistant	12	300	1500
Transport	12		
Captain	12	500	2500
Driver	12	300	1500
Special Effects	12		
Supervisor	12	STN	STN
Coordinator	12	350	1750
Technician	12	300	1500
Craft	12		
Key	12	240	1200
Assistant	12	200	1000
Script Supervisor	12	300	1500

Production Coordinator (On-Set)	12	300	1500
Assistant Production Coordinator	12	232	1160
Location Manager	12	323	1615
Assistant Location Manager	12	280	1400
Location Scout	12	250	1250
Production Assistants	12	Min Wage	
Talent Wranglers	12	Min Wage	
Production Designer	12	STN	
Design Coordinator	12	253	1265
Jr. Design Coordinator	12	240	1200
Sr. Art Director	12	370	1850
Art Director	12	330	1650
Art Trainee	12	Min Wage	
Technical Director	12	450	2250
Associate Director	12	400	2000
Switchers	12	450	2250
Video Operators	12	450	2250
Teleprompters	12	325	1625
Projectionist	12	325	1625
Engineer	12	450	2250
Chyron Operator	12	450	2250
Director	12	STN	
1 st Assistant Director	12	STN	
2 nd Assistant Director	12	300	1500
3 rd Assistant Director	12	250	1250

¹ STN – Subject to negotiation

- Clarity Note: Production Coordinators who predominantly work on set shall be paid in accordance with this schedule

SCHEDULE 1C

FRINGES

In addition to other remuneration payable under this Agreement, the Company shall pay or deduct:

- a) To all Employees an amount, as prescribed in the chart below, of their gross wages as Health and Welfare Benefits. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
- b) To all Employees an amount, as prescribed in the chart below, of their gross wages as Retirement Benefits. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
- c) To the Union an amount, as prescribed in the chart below, of the Employee's gross wages as a Training Fund. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
- d) The Company shall make all Employer Contributions under the Workplace Safety and Insurance Act (Ontario), WorkSafe B.C. (B.C.), Canada Pension Plan (Canada), Employment Insurance Act (Canada) Employer Health Tax (Ontario) and any similar plan or legislation applicable from time to time.

	TIER A	TIER B	TIER C
Health and Welfare	1%	.75%	.5%
Retirement	1%	.75%	.5%
Training	.5%	.5%	

Tier A – productions where the per episode budget is \$600,001 or more

Tier B - productions where the per episode budget is \$350,001 to \$600,000

Tier C - productions where the per episode budget is \$350,000 or less

SCHEDULE 2

The Parties agree that the following are the mandated statutory holidays applicable in each province where the Agreement may operate. For clarity, the Canadian province or territory in which the majority of production takes place shall be the applicable jurisdiction for the purpose of determining the statutory holiday honoured and the percentage for holiday pay that shall be included in an individual's wage rate: **[Note: Only mandatory Statutory Holidays List requires revision.]**

Holiday	Date in 2020	Observance
<u>New Year's Day</u>	January 1, Wednesday	National
Islander Day	February 17, Monday	PEI
Louis Riel Day	February 17, Monday	MB
Heritage Day	February 17, Monday	NS
<u>Family Day</u>	February 17, Monday	BC, AB, SK, ON, NB
Valentine's Day	February 14, Friday	Not a stat holiday
Leap Day	Saturday, February 29	-
St. Patrick's Day	March 17, Tuesday	Not a stat holiday
<u>Good Friday</u>	April 10, Friday	National except QC
<u>Easter Monday</u>	April 13, Monday	QC
<u>Mother's Day</u>	May 10, Sunday	Not a stat holiday
Victoria Day	May 18, Monday	National except NB, NS, NL
<u>Father's Day</u>	June 21, Sunday	Not a stat holiday
Aboriginal Day	June 21, Sunday	NWT
St. Jean Baptiste Day	June 24, Wednesday	QC
<u>Canada Day</u>	July 1, Wednesday	National
Civic Holiday	August 3, Monday	AB, BC, SK, ON, NB, NU
Labour Day	September 7, Monday	National
<u>Thanksgiving</u>	October 12, Monday	National except NB, NS, NL
<u>Halloween</u>	October 31, Saturday	Not a holiday
Remembrance Day	November 11, Wednesday	National except MB, ON, QC, NS
<u>Christmas Day</u>	December 25, Friday	National

<u>Boxing Day</u>	December 26, Saturday	ON
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SCHEDULE 3

The Parties shall establish a joint Labour Management Committee that will deal with any items that may arise between them. The Committee shall be comprised of at least two (2) representatives from each of the Company and of the Joint Council. The Committee shall meet at least once per calendar year. Apart from any other matters, the Committees shall be responsible for:

- (i) reviewing any issues related to pay equity that may impact upon the bargaining unit;
and
- (ii) all health and safety matters including training and policy revisions that require consideration.

Furthermore, the Labour Management Committee shall attempt to resolve any dispute relating to the creation of wage rates associated with new classifications prior to any dispute involving same being referred to arbitration.

SCHEDULE 4

The Company's policies for Production Personnel can be found at on the Company's server. More specifically, its workplace violence, sexual harassment and discrimination policies are set out below and form part of this Agreement.

Anti-Harassment

The Company expects Staff Members to conduct themselves in a professional manner and with respect and concern for other Staff Members. Staff Members have a right not to be harassed and a responsibility not to harass other people. All forms of harassment involving Staff Members are strictly prohibited and will not be tolerated by the Company. Violations of this policy may lead to disciplinary action, up to and including termination of employment or engagement for services. Staff Members must be sensitive to their acts or conduct, which may be considered offensive by fellow Staff Members and must refrain from engaging in such conduct.

This policy is not intended to constrain social interaction between people in the Company nor to restrict the legitimate exercise of management rights including the proper evaluation of the performance of a person's duties. This policy is intended to foster a working environment in which Staff Members treat each other with mutual respect.

Types of behaviour which constitute workplace harassment may include, but are not limited to, any gesture, action, behaviour, remarks or comments:

- When such conduct might reasonably be expected to cause insecurity, embarrassment, discomfort, offence or humiliation to another person or group;
- When submission to such conduct is made either implicitly or explicitly a condition of employment;
- When submission to or rejection of such conduct is used as a basis for any employment decision including, but not limited to, matters or promotion, raise in salary, job security or benefits affecting the Employee and evaluation;
- When such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
- When unwanted oral or written abuse includes offensive language, suggestive remarks, suggestive whistling, or emails containing material of a sexual, ageist or racial nature or relating to an individual's disability or any other Ground (whether an individual considers this material to be amusing is not relevant); or
- When conduct such as sexual ridicule, offensive flirting, leering, intimidation or abuse is because of an individual's sex, race, disability or age.

-

What Constitutes the Workplace?

The types of behaviour which constitute workplace harassment can occur:

- At the office;
- At office-related social functions;
- In the course of work assignments outside the office;
- At work-related conferences or training sessions;
- During work-related travel;
- Over the telephone or by e-mail/messenger/video; or
- Elsewhere if the person harassed is there as a result of work-related responsibilities or a work-related relationship.

Sexual Harassment

Sexual harassment is defined as one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature. Types of behaviour which constitute sexual harassment include, but are not limited to:

- Sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature clearly embarrassing or offensive;
- The display of offensive material of a sexual nature, including but not limited to posters, graffiti, suggestive gestures, or use of pornographic or inappropriate Internet sites;
- Drawing attention to a person's gender and having the effect of undermining the person's role in a professional and business environment;
- Derogatory or degrading remarks directed towards members of one sex or one's sexual orientation;
- Unwanted sexual flirtations, advances, physical contact, or propositions;
- Persistent unwanted contact or attention after the end of a consensual relationship.

In considering incidents of alleged harassment and deciding whether conduct is unacceptable, the Company will have regard to all the circumstances including the perception of the individual who is affected by the behaviour, regarding that behaviour.

Bullying

Bullying is any persistent behaviour, directed against an individual or a group of employees, which is intimidating, cruel, offensive, humiliating or malicious and which undermines the confidence and self-esteem of the recipient(s).

Types of behaviour which constitute bullying include, but are not limited to:

- Spreading false information, rumours or offensive comments about a person;
- Inciting a person to resign from employment;
- Denigrating a person's competence, abilities or work product;
- Isolating a person from their colleagues or in their work.

Legitimate, constructive and fair criticism of an employee's performance or behaviour at work and the legitimate exercise of the Company's management rights do not constitute bullying.

Reporting Discrimination or Harassment

If a Staff Member believes he or she has been subjected to any form of unlawful discrimination or harassment, or if a Staff Member is aware of an incident of discrimination or harassment involving another Staff Member, it should be reported in accordance with the Company's grievance procedure as outlined in section 0. Managers who have the responsibility of managing other Staff Members have a specific responsibility to ensure that this policy is complied with. If the Staff Member against whom the discrimination or harassment complaint is being made initially prefers to use a more informal method, the Staff Member may wish to explain to the person engaging in the unwanted conduct that the behaviour is unwelcome, offensive or uncomfortable and interferes with work. It is recognised that this approach may be too difficult or embarrassing for the Staff Member being harassed or discriminated against, so as an alternative, the Staff Member may wish to seek support or ask for an initial approach to be made by a sympathetic friend. If, however, the conduct continues or if it is not appropriate to resolve the problem informally, Staff Members should use the Company's grievance procedure. In accordance with the grievance procedure, the Company will:

- Thoroughly and promptly investigate any allegation of discrimination or harassment in order to determine the truth of the situation and merits of the allegation
- Following an investigation, take the appropriate action up to and including summary termination;
- At all appropriate times, keep the individual concerned informed as to the progress of the investigation; and
- Report the conclusions of any investigations to the individual concerned.

The Company will endeavour to protect the privacy and confidentiality of all parties involved to the extent possible, consistent with a thorough investigation. If the Company determines that unlawful discrimination or harassment has occurred, remedial action will be taken, commensurate with the severity of the offence. Appropriate action will also be taken to deter any future discrimination or harassment. This policy will be applied without regard to status or seniority. Staff Members may also bring complaints respecting harassment or discrimination to the Ontario Human Rights Tribunal.

The Company recognises that for a Staff Member making a complaint, the situation can be very awkward and unpleasant. The Company will always aim to put the Staff Member at ease and ensure that their complaint will be treated seriously, expeditiously and confidentially, to the greatest extent possible. A complaint of discrimination or harassment will not be treated lightly or dismissed out of hand. Each and every case will be treated sensitively.

The Company also recognizes that false accusations can produce serious consequences for the persons accused of discrimination or harassment. The Company reserves the right to discipline, up to and

including dismissal or termination of a services contract, any Staff Member the Company reasonably determines to have maliciously accused another Staff Member of discrimination or harassment.

Retaliation

Company policy expressly prohibits retaliation against any Staff Member by another Staff Member for reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by the Company or a federal or provincial enforcement agency. Any report of retaliatory conduct will be immediately, objectively, and thoroughly investigated in accordance with the Company's grievance procedure outlined below.

Grievance Procedure

Grievances are concerns, problems or complaints that Staff Members wish to raise. This grievance procedure is designed to ensure that if a Staff Member has any grievance concerning his or her employment or engagement, the Staff Member should be able to raise the matter and discuss it with management, and receive a response as quickly as possible.

Most grievances can be resolved quickly and informally through discussion with a production manager, or a member of the HRD. If this does not resolve the problem, the formal procedure for dealing with a grievance is as follows.

If a Staff Member wishes to raise a grievance they must set out the grievance (and the basis for it) in writing (unless there is a good reason for not doing so) and send it to their production manager. If the matter concerns the employee's production manager, then the grievance should be raised with the HRD. The written document shall set forth all facts relevant to the grievance.

The Staff Member will be invited to attend a meeting as soon as possible in order to discuss the grievance. The Staff Member may be asked to clarify the subject matter of the grievance or provide further information in advance of the meeting. The Staff Member will have an opportunity to explain his or her complaint at the meeting. The Company will investigate the matter with the view of examining all the facts set forth in the grievance.

Normally, the Staff Member will receive a response in writing to the grievance within a reasonable period of time after the meeting. If it is not possible to respond within that time period, the Staff Member will be given an explanation for the delay and told when a response can be expected.

All records of complaints, including contents of meetings, interviews, manner of investigation, results of investigations, resolutions or outcomes and other relevant material will be kept in the Company's confidential files to which only the HRD or the Company's counsel will have access, and will only be disclosed to the extent necessary to carry out these procedures, and as required by law.

SCHEDULE 5

The following schedule sets out the Studio Zones for the purposes of travel time and related matters in each of the following major production centres:

Vancouver

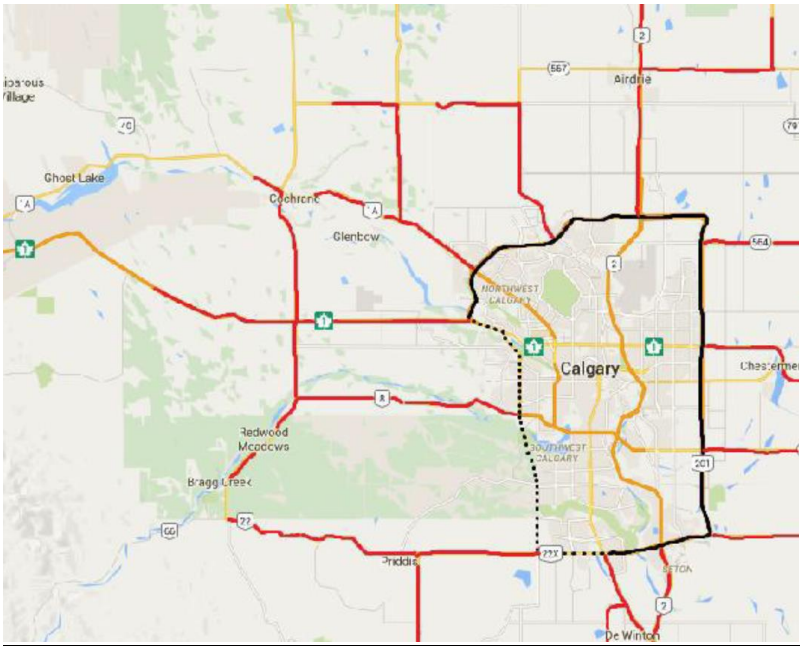
Studio Zones:

(a) The Vancouver Studio Zone (please see page 124 for map) shall be viewed as a grid, the boundaries of which are:

- On the West, the shoreline;
- On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;
- On the East, 122 degrees/45 minutes longitude southward to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the western shore of the Pitt River to a point directly north of 200th Street in Langley, B.C.; and
- On the South, the Canada/U.S. border.

For clarity, along the Studio Zone's eastern boundary, the area encompassing all east-west street addresses below 20000 is within the zone. Golden Ears Bridge, and its approaches, also are within the Studio Zone. The studio located at 20175 100A Avenue, Langley, BC - V1M 3X6 shall be considered within the Studio Zone.

Calgary



Location Travel Times The following travel times are agreed to by I.A.T.S.E. 212 and I.A.T.S.E. 669. Any modifications will require "favoured nations" compliance.

Travel Time

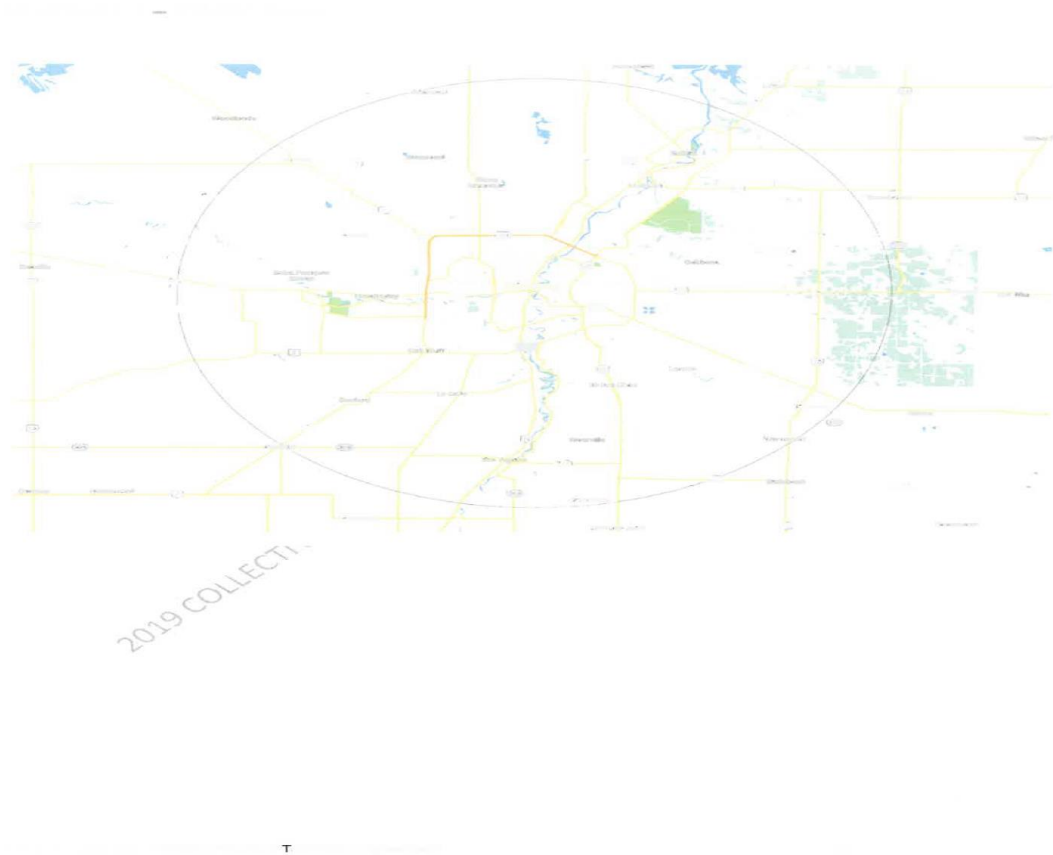
Location	Out Of Zone	Comments
Airdrie		In the Calgary Zone
Albertina Farms		In the Calgary Zone (CONDITIONAL)
Banff Townsite		48 min
Black Diamond		12 min
Bow Valley Ranch		In the Calgary Zone
Brooks		96 min
Canmore		36 min
CL Ranch		In the Calgary Zone (CONDITIONAL)
Drumheller		54 min
Fortress Ski Lodge (parking lot)		54 min
Goodstoney Arena (Morley)		18 min
High River (North or South)	6 N -12 S min	NOT in the Calgary Zone
Kananaskis Lodge		36 min
Lake Louise		84 min
Longview		24 min
Millarville		In the Calgary Zone
Nakoda Lodge site		24 min
"North of 60" set	6 min	NOT in the Calgary Zone
Okotoks		In the Calgary Zone

Turner Valley

12 min

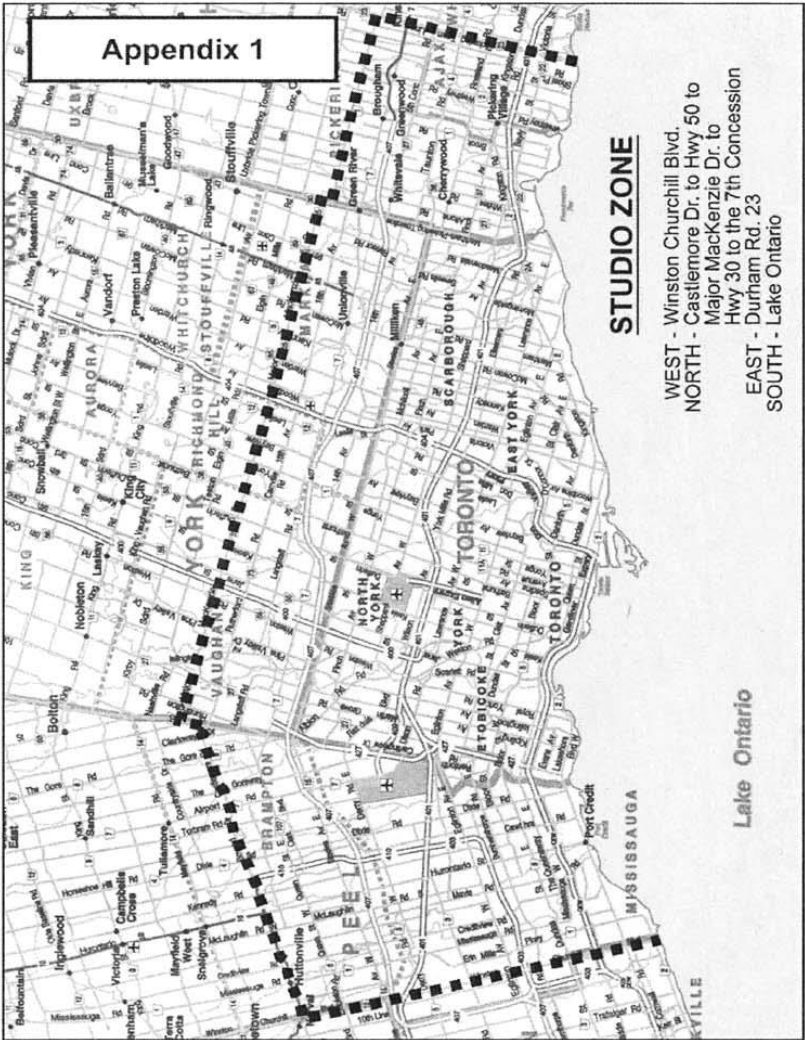
Winnipeg

The Studio Zone shall be (45) kilometers from the Manitoba Legislative Buildings and illustrated below.



Toronto

I.A.T.S.E. LOCAL 873 COLLECTIVE AGREEMENT



The following boundaries shall be referred to as the Studio Zone:

Halifax

LOCATION BOUNDARIES

- (a) The Local's Home Zone shall be a circular zone around the city of Halifax, site of the Local's Head Office.
The boundaries of the circular zone are defined as follows:
- (1) Exit 6, Hubbards, on Highway 103 to the South
 - (2) Exit 3, Mount Uniacke, on Highway 101 to the West
 - (3) Exit 7, Enfield, on Highway 102 to the North
 - (4) Exit 20, Porter's Lake, on Highway 107 to the East
- (b) The Local shall have the ability to establish Production Zones in each of the four Atlantic Provinces within its jurisdiction.
- (c) The production zone is defined as the area within a circle, which has a radius of fifty kilometers (50km) measured from the Employer's production office. The Employer's production office shall be considered as "Home Base".

Newfoundland and Labrador

PRODUCTION ZONE AND TRAVEL

19.1 **Home Zone.** The IATSE Local 709's provincial Home Zone in St. John's shall be as follows:

- (1) Within 50 kilometres from the Production Office as determined via Google Maps or other equivalent mapping program and;
- (2) Approved by the Union's Executive Board

19.2 When an Employee is required to work on daily locations outside the boundaries of the Local's provincial Home Zone, the Company shall originate the call at its Base of Operations, which shall be defined as the location of the mailing address of the production office within the boundaries of the Home Zone.

19.3 **Production Zone.** The Local shall have the ability to establish a Production Zones within its jurisdiction. The production zone is defined as the area within a circle, which has a radius of 30 kilometers, measured from the Company's production office. The Company's production office shall be considered as the Base of Operation.

SCHEDULE 6

Jurisdiction for Limited Purposes

1. The Parties agree that Ontario shall be the preferred jurisdiction for resolving all disputes between them except where they jointly agree that another jurisdiction is preferable in the circumstances.
2. For the purposes and authority over the termination or renewal of this Agreement, the Parties agree that the *Ontario Labour Relations Act* ("OLRA" shall govern their relationship. Accordingly, either Party that wishes to renew this Agreement shall comply with the requirements of the OLRA.

SCHEDULE 7

Location Shooting

As docudrama, history and nature programs that shoot outside of studio can have unpredictable shooting schedules, the following shall apply to such programs.

Where the subject of a program cannot be predictably scheduled and/or scheduling is changed for a reason that is beyond the Company's control, and which therefore may require a worker to remain on standby and as a result a worker is required to work hours beyond their standard ten (10) or twelve (12) hour work day or to work a sixth or seventh day in a week, Articles 10 (Hours of Work and Work Week) and Article 11 (Overtime) shall not apply, and the worker will be paid not less than 125% of the minimum rate for their classification. The Company will endeavour to provide rest periods in accordance with the shooting schedule, and, where practically possible, will avoid shooting on a sixth or seventh day.

Notice of such circumstances shall be provided to the Joint Council within a reasonable time.

With respect to a worker working on location in such circumstances, Article 12 (Meal Breaks) will also not apply but the Company will endeavour to give meal breaks at least every five hours provided the shooting schedule permits doing so, and Article 14 (Studio Zone), with the exception of 14 (b), will also not apply.

With respect to an Editor or Assistant Editor working in such circumstances in connection with such a location shooting, Article 16(b) will also not apply in respect of hiatus only, and, for such workers, overtime at their base hourly rate X 1.5 shall be provided for hours worked in excess of 50 hours in a week.

SCHEDULE 8

Post-Production: First Season

- Where the format of a program is not set in the first season, the Company, with notice to the Joint Council, may for any eight (8) week window of the first season, elect to suspend application of Articles 10(c) – (e), 11 and Article 16(b) shall be modified as set out below. Instead any hours worked in excess of fifty (50) hours a week averaged over the eight (8) week period will be compensated at the person's base hourly rate X 1.5. The Company may further average overtime hours on a weekly basis for the periods outside of the eight (8) week period where these circumstances persist

. For clarity, this application applies only to Editors, Story Editors and Post-Supervisors/Post-Coordination.

Article 16(b) shall be modified in these circumstances so that the total maximum number of hours paid with respect to hiatus is the number of hours in one day of the worker's normal work day per Schedule 1A of the Agreement.

SCHEDULE 9

Post-Production Split Shifts and Multiple Productions

Given that Animators, Editors and Assistant Editors may be required to work split shifts on more than one production per week and may be placed on multiple contracts:

- (i) Animators, Editors and Assistant Editors shall be exempt from the application of Article 10 (c).
- (ii) Animators, Editors and Assistant Editors may be placed on multiple contracts in any given period provided that the Company will view all time worked, regardless of the number of contracts, as being aggregated for the purpose of this Agreement. For greater clarity, the use of multiple contracts shall not defeat the protections provided for in Articles 10, 11 or 12 of the Agreement.