

Wright v. General Motors Financial of Canada, Ltd., et al

Ontario Superior Court of Justice File No. 16-68643CP

Proceeding under the *Class Proceeding Act, 1992*

SETTLEMENT AGREEMENT

Made as of October 31, 2025

Between

MATTHEW WRIGHT

(the “**Plaintiff**”)

and

GENERAL MOTORS FINANCIAL OF CANADA, LTD.

(the “**Settling Defendant**”)

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RECITALS

- A. **WHEREAS** in August 2015, the Settling Defendant disclosed the Data Breach, which the Action alleges impacted the personal information of the Class Members;
- B. **AND WHEREAS** the Plaintiff commenced the Action in Ontario on behalf of the Class Members, alleging, among other things, intrusion upon seclusion, negligence, and breach of contract and warranty as set out in the Statement of Claim;
- C. **AND WHEREAS** the Settling Defendant subsequently offered Class Members complimentary credit monitoring and identity theft insurance;
- D. **AND WHEREAS** Colleen Ashton, Diana Boutin, Caroline Dube, Sandra Hammett, Debra King, Jennifer Labrosse, Marie-Josée Lacroix, Mara Swartz and the Plaintiff have provided some evidence of Identity Theft (as defined below) and the Settling Defendant is prepared to accept, for the purposes of this settlement only and without admission of liability, that they qualify as Group 1 Claimants (as defined below);
- E. **AND WHEREAS** the Settling Defendant has disputed liability and it does not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Action, and otherwise denies all liability and asserts that it has complete defences in respect of the merits of the Action;
- F. **AND WHEREAS** the Parties through their counsel have engaged in arm's-length settlement discussions and negotiations with a view to resolving the Action;
- G. **AND WHEREAS** as a result of those settlement discussions and negotiations, the Parties have reached this Settlement, and they have entered into this Settlement Agreement, which embodies all the terms and conditions of the Settlement between the Settling Defendant and

the Plaintiff, both individually and on behalf of the Settlement Class, subject to the approval of the Court;

- H. **AND WHEREAS** the Settling Defendant is entering into this Settlement Agreement in order to achieve a final resolution of all claims asserted or which could have been asserted by the Plaintiff and the Settlement Class in the Action, and to avoid further expense of burdensome and protracted litigation;
- I. **AND WHEREAS** the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims and having regard to the burdens and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class;
- J. **AND WHEREAS** the Parties have intended and acknowledge that the Settlement provides a simplified, convenient, and proportionate procedure for the Class in addressing the Data Breach;
- K. **AND WHEREAS** the Parties therefore wish to and finally resolve the Action against the Settling Defendant, without admission of liability and in particular agree that the compensation to the Class is not an acknowledgement of any legal right to compensation in these circumstances;
- L. **AND WHEREAS** the Parties acknowledge that the Settlement is contingent on approval by the Court as provided for in this Settlement Agreement, and entered into with the express understanding that this Settlement shall not derogate from the respective rights of the Parties

relating to the Action in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

M. **AND WHEREAS** the Plaintiff and Settling Defendant agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by, or evidence against, the Settling Defendant, or evidence of the truth of any of the Plaintiff's allegations, which allegations are expressly denied by the Settling Defendant;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth in this Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action shall be settled and dismissed with prejudice, all without costs as to the Plaintiff, the Settlement Class, or the Settling Defendant, subject to the approval of the Court, on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purposes of this Settlement Agreement only, including the Recitals hereto:

- 1) **“Action”** means the action styled *Wright v. General Motors Financial of Canada, Ltd.*, commenced in the Superior Court of Justice in Ottawa, bearing Court File No. 16-68643CP;
- 2) **“Administration Expenses”** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation and administration of this Settlement, and any other costs associated with notice (including notice of any hearing of Settlement Approval Motion) and/or claims administration, but excluding Class Counsel Fees and Class Counsel Disbursements;

- 3) **“Claims Administrator”** means Epiq Class Action Services Canada or such other firm proposed by the Plaintiff and appointed by the Court to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement, and any employees of such firm;
- 4) **“Certification and Notice Approval Motion”** means the motion for an Order:
 - a. certifying the Action for the purposes of the Settlement;
 - b. approving the form, content and manner of distribution of the notice for the hearing of the Settlement Approval Motion;
 - c. setting out the Opt-Out Procedure;
 - d. fixing the Opt-Out Deadline; and
 - e. such other relief as the Parties may request.
- 5) **“Class”** and **“Class Member(s)”** mean any person who provided personal information to the defendant General Motors Financial of Canada, Ltd. or its predecessor, FinanciaLinx Corporation, in the course of obtaining automobile financing solution services and who received notice in 2015 from General Motors Financial of Canada, Ltd. informing them of the Data Breach;
- 6) **“Class Counsel”** means Spiteri & Ursulak LLP;
- 7) **“Class Counsel Disbursements”** means the disbursements, interest, and applicable taxes incurred by Class Counsel in the prosecution of the Action;
- 8) **“Class Counsel Fees”** means the fees of Class Counsel, and any applicable taxes or charges thereon;
- 9) **“Court”** means the Ontario Superior Court of Justice;
- 10) **“CPA”** means the *Class Proceedings Act, 1992*, S.O. 1992, c.6, as amended;

- 11) **“Data Breach”** means the unauthorized access by the Individual Defendants to the Class Members’ personal information through the Settling Defendant’s computer systems and networks, which was publicly disclosed by the Settling Defendant in August 2015.
- 12) **“Effective Date”** means the date when the Court’s Order approving this Settlement Agreement becomes a Final Order;
- 13) **“Execution Date”** means the date specified on the cover page of this Settlement Agreement;
- 14) **“Fee and Disbursement Approval Date”** means the date when the Order approving the Class Counsel Fees and Class Counsel Disbursements becomes a Final Order;
- 15) **“Final Order”** means the later of: (a) the date of a final judgment entered by the Court, the time to appeal such judgment having expired without any appeal being taken, if an appeal lies, and (b) the disposition of all appeals taken;
- 16) **“Identity Theft”** means actual and known misuse of personal and confidential information as a result of the defendant Moussa Kante’s improper access of personal information that was provided by a Class Member to the Settling Defendant;
- 17) **“Individual Defendants”** means Moussa Kante, Cynthia Gilbert, and Line Pharand;
- 18) **“Net Settlement Proceeds”** means the Settlement Amount less any amounts already paid to the Class (including for credit monitoring or identity theft insurance in the amount of \$200,000), Class Counsel Fees, Class Counsel Disbursements, the honorarium, and Administration Expenses;
- 19) **“Notice(s)”** means the form or forms of notice, as agreed by the Parties and approved by the Court, which inform(s) the Class Members of:

- a. the principal elements of the Settlement;
 - b. the Court’s certification of the Action for the purposes of the Settlement;
 - c. the date and location of the Settlement Approval Motion;
 - d. the Opt-Out Procedure;
 - e. the Opt-Out Deadline
 - f. Class Counsel Fees and Class Counsel Disbursements to be requested by Class Counsel; and
 - g. the process to object to the Settlement should any Class Member wish to do so.
- 20) “**Opt-Out Deadline**” means the date to be fixed by Order of the Court by which persons who would otherwise be Class Members must opt out of the Action in accordance with the Opt-Out Procedure in order to exclude themselves from the Class;
- 21) “**Opt-Out Procedure**” means the procedure to be fixed by Order of the Court to opt-out of the Action should any Class Member wish to do so;
- 22) “**Out of Pocket Expenses**” means the following documented out-of-pocket expenses or unreimbursed charges (which do not include costs related to credit monitoring or identity theft insurance or any loss suffered by a Class Member that could have been avoided but for the Class Member’s decision to decline the Settling Defendant’s offer of free credit monitoring or identity theft insurance): (i) unauthorized charges on credit or debit cards that were not reimbursed; (ii) costs and expenses incurred in addressing identity theft or fraud; (iii) losses caused by restricted access to funds (*i.e.* costs of taking out a loan, ATM withdrawal fees); (iv) fees for placing security freezes on credit reports and requesting copies of credit reports for review; (v) late fees, declined payment fees, overdraft fees, returned cheque fees, customer service fees and/or card cancellation fees; (vi) losses caused

by email-related fraud, such as phishing scams; and (vii) any other losses that can be fairly traced to the unauthorized access of personal information by the defendant Moussa Kante;

23) **“Parties”** means the Plaintiff and the Settling Defendant, each being a party to this Settlement Agreement;

24) **“Plaintiff”** means the plaintiff, Matthew Wright;

25) **“Released Claims”** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual, representative or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive, or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers fees (including Class Counsel Fees and Class Counsel Disbursements), 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 Releasers, 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 the date hereof relating to any conduct alleged (or that could have been alleged) in the Action, including, without limitation, any such claims that have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with, related to, or arising from, any conduct described in the Action. The Released Claims do not include any obligations under this Settlement Agreement;

26) **“Releasees”** means jointly and severally, individually and collectively, the Settling Defendant and its respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, principals, insurers, and all other person, partnerships or

corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present, and future officers, directors, employees, stockholders, shareholders, agents, lawyers, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators, trustees and assigns of each of the foregoing;

27) “**Releasors**” means, jointly and severally, individually and collectively, the Plaintiff and the members of the Settlement Class and their respective successors, heirs, executors, administrators, trustees and assigns;

28) “**Settlement**” means the settlement provided for in this Settlement Agreement;

29) “**Settlement Agreement**” means this agreement, including the Recitals hereto;

30) “**Settlement Amount**” means the all-inclusive sum of up to CAD\$898,930;

31) “**Settlement Approval Motion**” means the motion for an Order of the Court:

- a. approving the Settlement;
- b. approving the manner of distribution of the Net Settlement Proceeds;
- c. dismissing the Action with prejudice and without costs; and
- d. such other relief as the Parties may request.

32) “**Settlement Benefits**” means a portion of the Settlement Amount, calculated as follows:

Category	Potential Payment – Fixed	Potential Payment – Claimable
All Class Members	Credit monitoring and identity theft insurance valued at \$200,000 (already provided and paid by the Settling Defendant)	
Group 1 Claimants: Settlement Class Members who suffered Identity Theft	\$7,000 for each Group 1 Claimant (up to a maximum of \$105,000)	Up to \$5,000 for each Group 1 Claimant for supportable Out of

		Pocket Expenses (up to a maximum of \$75,000)
Group 2 Claimants: Other Settlement Class Members who are not Group 1 Claimants	\$85 for each Group 2 Claimant (up to a maximum of \$191,930)	
Totals	\$496,930	\$75,000

Where:

“**Group 1 Claimants**” are those Settlement Class Members who suffered Identity Theft;

“**Group 2 Claimants**” are those Settlement Class Members who are not Group 1 Claimants;

“**Group 1 Fixed Maximum Amount**” is the portion of the Settlement Amount equal to \$105,000, which is the maximum amount available to eligible Group 1 Claimants for claims for Potential Payment – Fixed amounts;

“**Group 1 Claimable Maximum Amount**” is the portion of the Settlement Amount equal to \$75,000, which is the maximum available to eligible Group 1 Claimants for claims for Potential Payment – Claimable amounts;

“**Group 2 Fixed Maximum Amount**” is the portion of the Settlement Amount equal to \$191,930, which is the maximum available to eligible Group 2 Claimants for claims for Potential Payment – Fixed amounts;

33) “**Settlement Class**” and “**Settlement Class Member(s)**” mean the Class Members except any person who validly opts out of this Action.

34) “**Settling Defendant**” means General Motors Financial of Canada, Ltd.

SECTION 2 – PAYMENTS

2.1 The Settlement Amount

- 1) Subject to and following the Final Order approving the Settlement, the Settlement Amount shall be distributed in accordance with section 7 of this Settlement Agreement.
- 2) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.
- 3) The Settlement Amount represents the maximum amount that may be paid pursuant to this Settlement Agreement and shall be all-inclusive of all amounts, including without limitation, Class Counsel Fees, Class Counsel Disbursements, any distributed amounts to the Settlement Class, any *cy-pres* donations, the costs and interests of and relating to the Action, any honorarium payable to the Plaintiff, the Administration Expenses, and any applicable taxes.

2.2 Claims Administration

- 1) As soon as practicable after the Execution Date, Class Counsel shall appoint a Claims Administrator.
- 2) Within seven (7) days of the Court's granting the Settlement Approval Motion, the Settling Defendant shall pay, or cause to be paid, \$250,000 of the Settlement Amount to the Claims Administrator who will establish a non-interest bearing trust account for these monies.
- 3) Within seven (7) days of Class Counsel providing the calculation of Group 1 Claimants to the Claims Administrator and the Settlement Defendant as set out in section 7.3 5), the Settling Defendant shall pay, or cause to be paid, to the Claims Administrator up to \$121,930 of the Settlement Amount such that each Group 1 Claimant shall be paid in accordance with section 7.3 and each Group 2 Claimant shall be paid up to \$85 in accordance with section 7.3.

- 4) The Claims Administrator 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 Courts obtained after notice to the Parties.

2.3 No Further Payments

- 5) The Settling Defendant and other Releasees shall have no obligation to pay any amount in addition to the Settlement Amount to be paid by the Settling Defendant, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Action.
- 6) The Plaintiff, the Settlement Class Members, and Class Counsel, including their heirs, executors, predecessors, successors, assigns and agents, have no obligation to pay anything to the Settling Defendant or any of the Releasees in relation to this Settlement Agreement or the Action.

SECTION 3 – CERTIFICATION AND NOTICE APPROVAL MOTION

3.1 Common Issues and Materials

- 1) As soon as reasonably practicable after the Execution Date, Class Counsel will bring the Certification and Notice Approval Motion and seek an order substantially in the form attached as Schedule “A”.
- 2) The common issues to be certified on the Certification and Notice Approval Motion shall be as follows:

Did the Settling Defendant owe the Plaintiff and Class Members a duty of care in respect of the Data Breach? If so, was that duty of care breached and what damages, if any, did Settlement Class Members suffer?

3.2 Where Consent Required

- 1) The Settling Defendant shall consent to the Certification and Notice Approval Motion for the purposes of implementing the Settlement, and the Settling Defendant's consent should not be taken as an admission of liability or damages.

3.3 Costs

- 1) Each Party shall bear its own costs of the Certification and Notice Approval Motion.

SECTION 4 – OPT-OUT PROCEDURE AND DEADLINE

4.1 Court Approval of Opt-Out Procedure and Deadlines

- 1) Class Counsel shall seek the Court's approval of the following Opt-Out Procedure as part of the Certification and Notice Approval Motion:

- a. Class Members seeking to opt out of the Action must do so within sixty (60) days from the date of distribution of the Notice specifying the Opt-Out Procedure and Opt-Out Deadline, by sending a complete and validly executed written election to opt out by email to the Claims Administrator at an email address to be identified in the Notice, on or before the Opt-Out Deadline. The written election to opt out must be signed by the Class Member or the Class Member's designee and must include the following information:

- i. the Class Member's full name, current address and telephone number;
- ii. if the Class Member seeking to opt out is a corporation, the name of the corporation and confirmation that the individual has the necessary authority to do so; and
- iii. a statement to the effect that the Class Member wishes to be excluded from the Action.

- b. Class Members who opt out of the Action shall not be members of the Settlement Class, and shall have no further right to participate in the Action or to share in the distribution of funds received as a result of the Settlement;
- c. Within twenty (20) days of the Opt-Out Deadline, the Claims Administrator shall provide a report to the Settling Defendant containing the names of each person who has validly and timely opted out of the Action and the reasons for so doing, if given.

4.2 Reservations of Legal Rights

- 1) The Settling Defendant reserves all of its legal rights and defences with respect to any Class Member who validly opts out from the Action.

SECTION 5 – NOTICE OF SETTLEMENT APPROVAL HEARING AND OPT-OUT

5.1 Mode of Dissemination

- 1) Within seven (7) business days of the Execution Date, the Settling Defendant shall make reasonable efforts to provide to Class Counsel and the Claims Administrator a delimited Excel spreadsheet list (if feasible) disclosing the identities and contact information of the Class Members known to the Settling Defendant, including the Settling Defendant's current information as to full names; e-mail addresses (if known); address (if known); and telephone numbers (if known). The Settling Defendant shall at the same time make reasonable efforts to identify, based on information currently known to it, any Class Members who are potential Group 1 Claimants.
- 2) The Settling Defendant shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this section and makes no representation or admission that the persons it discloses are Class members.
- 3) The Notice shall be disseminated as follows:

- a. Direct notice shall be provided by the Claims Administrator by direct e-mail, if possible, or postal mail at the last known mailing address in the Settling Defendant's records;
 - b. Where Notice is provided directly to each Class Member by the Claims Administrator pursuant to section 5.1 3) a., that Notice shall advise potential Group 1 Claimants who fall into that Group based on current information;
 - c. Class Counsel may cause to be issued a press release containing the content of the Notice;
 - d. Class Counsel may post the Notice to their firm's accounts on Twitter, Facebook and other such channels; and
 - e. Class Counsel shall post the Notice on its website.
- 4) Class Counsel shall provide a copy of the Notice to any person who has contacted them in respect of the Action.

SECTION 6 – SETTLEMENT APPROVAL HEARING

6.1 The Settlement Approval Motion

- 1) As soon as reasonably practicable after the Opt-Out Deadline, Class Counsel shall bring the Settlement Approval Motion for an order substantially in the form attached as Schedule "B".

6.2 Where Consent Required

- 1) The Settling Defendant shall consent to the Settlement Approval Motion concerning the Court's Approval of the Settlement and the distribution of the Net Settlement Proceeds, except, for clarity, any aspect of the Settlement Approval Motion that concerns Class Counsel Fees, Class Counsel Disbursements, any honorarium payable to the Plaintiff and Administration Expenses, on which the Settling Defendant shall take no position.

6.3 Date Upon Which Settlement is Final

- 1) This Settlement shall become final on the Effective Date.

6.4 Dismissal of Claims

- 1) Contemporaneously with the Settlement Approval Motion, Class Counsel shall bring a motion for an order dismissing the Action in its entirety with prejudice and without costs.

6.5 Pre-Motion Confidentiality

- 1) Until the Certification and Notice Approval Motion is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of the Parties, except as required for the purposes of consultation with the Claims Administrator, financial reporting, communications regarding insurers, and/or the preparation of financial records (including tax returns and financial statements) as necessary to give effect to its terms, or as otherwise required by law.

6.6 Costs

- 1) Each Party shall bear its own costs of the Settlement Approval Motion and any other motion, if necessary, contemplated in this section.

6.7 Settlement Refused or Terminated

- 1) If this Settlement is not approved by the Court or it is terminated in accordance with its terms, the Parties shall consent to an Order of the Court vacating and setting aside any relief granted by the Court by way of the Notice Approval Motion.

SECTION 7 – DISTRIBUTION OF SETTLEMENT AMOUNT

7.1 Class Counsel's Fees and Disbursements, Honorarium, and Administration

Expenses

- 1) Class Counsel shall bring a motion for approval of the Class Counsel Fees, the Class Counsel Disbursements, honorarium, and Administration Expenses contemporaneously with or immediately following the Settlement Approval Motion. Within 30 days of the later of the Effective Date or the Fee and Disbursement Approval date, the Settling Defendant shall pay an amount up to a maximum of \$327,000 from the Settlement Amount as approved by the Court on account of the Administration Expenses, Class Counsel Fees, Class Counsel Disbursements and the honorarium to Spiteri & Ursulak LLP, by wire transfer.
- 2) Class Counsel is not precluded from making additional motion(s) for fees or expenses incurred as a result of implementing the terms of this Settlement Agreement. All amounts awarded on account of Class Counsel Fees shall be paid from the Settlement Amount. In no case, however, shall the collective amount from the Settlement Amount paid by the Settling Defendant on account of the Administration Expenses, Class Counsel Fees and Class Counsel Disbursements exceed \$325,000.
- 3) Class Counsel will seek the Court's approval for an honorarium to be paid to the Plaintiff in the amount of \$2,000 from the Settlement Amount on a *quantum meruit* basis for the contribution he has made in the prosecution of this Action for the benefit of the Class.
- 4) The Settling Defendant acknowledges that it will not take any position or make submissions to the Court concerning Class Counsel Fees, the Class Counsel Disbursements, honorarium, and Administration Expenses, provided Class Counsel's requests are consistent with the

Settlement Agreement and except to the extent the Court asks questions of or seeks submissions from the Settling Defendant.

7.2 Claims and Claimants

- 1) Members of the Settlement Class shall be eligible for the relief provided in this Settlement Agreement.
- 2) Each member of the Settlement Class shall be a **“Claimant”** for the purposes of receiving compensation from the Net Settlement Proceeds.

7.3 Calculation of Compensation

- 1) Within ninety (90) days of the Effective Date or the Fee and Disbursement Approval Date (whichever is later), Class Counsel shall calculate the potential compensation owing to each Settlement Class Member under the Settlement Benefits as follows:

Category	Potential Payment - Fixed	Potential Payment – Claimable
Group 1 Claimants: Settlement Class Members who suffered Identify Theft	\$7,000 for each Group 1 Claimant (up to the Group 1 Fixed Maximum Amount of \$105,000)	Up to \$5,000 for each Group 1 Claimant for supportable Out of Pocket Expenses (up to the Group 1 Claimable Maximum Amount of \$75,000)
Group 2 Claimants: Settlement Class Members who are not Group 1 Claimants	Up to \$85 for each Group 2 Claimant (up to the Group 2 Fixed Maximum Amount of \$191,930)	

- 2) Within seven (7) business days of the Effective Date, Class Counsel will contact potential Group 1 Claimants based on information known to it at that time.

- 3) Group 1 Claimants will have 45 days from the Effective Date to advance a claim (“**Group 1 Claims**”) for:
- a. Potential Payment – Fixed compensation by providing evidence to establish that they suffered Identify Theft between 2012 to 2015 as a result of the Data Breach. Colleen Ashton, Diana Boutin, Caroline Dube, Sandra Hammett, Debra King, Jennifer Labrosse, Marie-Josée Lacroix and Mara Swartz and the Plaintiff are entitled to the \$7,000 Payment – Fixed compensation without the need for further proof; and
 - b. Potential Payment – Claimable compensation by providing evidence to establish Out of Pocket Expenses.
- 4) Group 1 Claims will be submitted to and assessed by Class Counsel, in consultation with counsel for the Settling Defendant, as follows:
- a. Group 1 Claims will be paid out in priority to claims by Group 2 Claimants;
 - b. Group 1 Claims for Potential Payment – Fixed compensation will be paid out in priority to Group 1 Claims for Potential Payment – Claimable compensation;
 - c. if the total Group 1 Claims for Potential Payment – Fixed compensation exceed the Group 1 Fixed Maximum Amount (\$105,000), then the Group 1 Claimable Maximum Amount (\$75,000) may be used to pay eligible Group 1 Claimants for such Potential Payment – Fixed compensation;
 - d. if the Group 1 Claims for Potential Payment – Fixed compensation exceed the combined total of the Group 1 Fixed Maximum Amount and the Group 1 Claimable Maximum Amount (cumulatively, \$180,000), then the amounts paid to eligible Group 1 Claimants for such Potential Payment - Fixed compensation will be paid in full if

- there are sufficient funds, and then on a *pro rata* basis from the Net Settlement Proceeds;
- e. if the total Group 1 Claims for Potential Payment – Claimable compensation exceed the Group 1 Claimable Maximum Amount (\$75,000), then the Group 2 Fixed Maximum Amount (\$191,930) may be used to pay eligible Group 1 Claimants, and all eligible Group 1 Claims for Potential Payment – Claimable compensation will be paid in full if there are sufficient funds, and then on a *pro rata* basis from any Net Settlement Proceeds;
 - f. each Group 2 Claimant will be paid up to \$85 on a *pro rata* basis from any Net Settlement Proceeds remaining after the Group 1 Claims have been paid in accordance with sections 4) a. to e., up to the Group 2 Fixed Maximum Amount; and
 - g. for greater certainty, in no circumstances shall the total payments made to any Class Members cause the total Settlement Amount to exceed \$898,930.
- 5) At the conclusion of the Group 1 Claimants’ claims process, Class Counsel will provide the calculations for the funds due to Group 1 Claimants and any funds due to Group 2 Claimants, to the Claims Administrator with notice to the Settling Defendant.
- 6) Within thirty (30) days of Class Counsel providing the compensation calculation to the Claims Administrator, the Claims Administrator shall distribute the Net Settlement Proceeds in accordance with section 7.3 7).

Distribution of Net Settlement Proceeds

- 7) The Net Settlement Proceeds shall be distributed amongst the Claimants by the Claims Administrator paying the Net Settlement Proceeds in accordance with section 7.3 to the Group 1 and 2 Claimants by Interac e-Transfer to the Claimant’s e-mail address, or by mailing a

cheque by regular mail to the last known address of the Settlement Class, or other address provided by the Claimant

- 8) Settlement cheques that are not deliverable to the Claimants or which are not cashed by a Claimant within seven (7) months of issuance will become stale-dated, ineligible for redemption, and shall not be reissued.
- 9) Claimants who receive Interac e-Transfers that do not accept the deposit within 30 days of issuance will be sent settlement cheques. Any such settlement cheques that are not deliverable to the Claimants or that are not cashed by a Claimant within six (6) months of issuance will become stale-dated, ineligible for redemption, and shall not be reissued.
- 10) Prior to the date of the above distributions, to the extent Class Counsel has received or receives credible updated banking information or contact information for any person claiming to be a Settlement Class Member, Class Counsel shall be authorized to and shall provide such information to the Claims Administrator for the purpose of delivery of the Claimant's compensation.

7.4 *Cy-Près* Distribution

- 1) Seven months after the final distribution is made to the Settlement Class under section 7.3, the Claims Administrator shall notify Class Counsel and the Settling Defendant of any amount remaining in the Net Settlement Proceeds (the "***Cy-Près Amount***")
- 2) The *Cy-Près* Amount, whether the result of a failure to locate any Claimants and/or as a result of cheques having become stale-dated, shall be paid to Pro Bono Ontario.

SECTION 8 – STEPS TO EFFECTUATE SETTLEMENT AGREEMENT

8.1 Reasonable Efforts

- 1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure its approval and the prompt, complete and final dismissal with prejudice of the Action in its entirety and on a without costs basis.
- 2) Each Party shall bear its own costs in relation to any steps contemplated in or taken in accordance with this section.

8.2 Mechanics of Administration

- 1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by agreement between the Parties, each acting reasonably, or by the Court on motions brought by any Party where necessary.

8.3 Action in Abeyance

- 2) Until the Parties have obtained the Final Order approving the Settlement or this Settlement Agreement is terminated in accordance with its terms, whichever occurs first, the Parties agree to hold in abeyance all other steps in the Action other than the Certification Notice Approval Motion and the Settlement Approval Motion contemplated by this Settlement Agreement and such other matters required to implement the terms of this Settlement Agreement, unless otherwise agreed to in writing by the Parties.

SECTION 9 – RELEASES AND DISMISSALS

9.1 Release of the Releasees

- 1) Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasers forever and absolutely release, relinquish 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 excepting the obligations created by this Settlement Agreement.
- 2) The Plaintiff and the Settlement Class acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of new or different facts.
- 3) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Settlement Class against any person other than the Releasees.

9.2 No Further Claims

- 1) Upon the Effective Date, the Releasers shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Ontario or elsewhere, on his or her own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand against the Releasees, or any other person who may claim contribution or indemnity, or other claims over, relief from the Releasees, whether pursuant to statute or at common law or equity in respect of any Released Claim. For greater certainty and without

limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

- 2) Upon the Effective Date, each member of the Settlement Class shall be deemed to irrevocably consent to the dismissal, without costs, with prejudice and without reservation, of the Action .

9.3 Material Term

- 1) Without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms, the releases and reservation of rights contemplated in this section shall be considered a “**Material Term**” of the Settlement Agreement and the failure of the Court to approve the releases and/or reservation of rights contemplated herein shall give rise to a right of termination pursuant to section 11.1 of the Settlement Agreement.

SECTION 10 – EFFECT OF SETTLEMENT

10.1 No Admission of Liability or Concessions

- 1) The Plaintiff and the Settling Defendant expressly reserve all of their rights if the Settlement is not approved, is terminated or otherwise fails to take effect for any reason.
- 2) This Settlement Agreement, whether or not it is implemented, anything contained in it, any and all negotiations, discussions, documents, and communications associated with this Settlement Agreement, and any action taken to implement this Settlement Agreement, shall not be deemed, construed, or interpreted to be:
 - a. an admission or concession by the Settling Defendant of any fact, fault, omission, wrongdoing or liability, or the truth of any of the claims or allegations made or which could have been made against it in the Action, or the application of the applicable laws to any of the claims made in the Action; or

- b. an admission or concession by the Plaintiff, Class Counsel or the Class of any weakness in the claims of the Plaintiff and the Class, or that the consideration to be given hereunder represents the amount that could or would have been recovered from the Settling Defendant after the trial of the Action.

10.2 Agreement Not Evidence or Presumption

- 1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, discussions, documents, communications, and proceedings associated with this Settlement Agreement, shall not be referred to, offered or received in evidence in any pending or future civil, quasi-criminal, criminal or administrative action or disciplinary investigation or proceeding in any jurisdiction, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law or as provided in this Settlement Agreement.

SECTION 11 – TERMINATION

11.1 Right of Termination

- 1) In the event that:
 - a. the Court declines to certify the Action for settlement purposes as against the Settling Defendant or does so in a materially modified form;
 - b. declines to dismiss the Action;
 - c. declines to approve this Settlement Agreement or any material part hereof;
 - d. approves this Settlement Agreement in a materially modified form;

- e. issues a settlement approval order that is materially inconsistent with the terms of this Settlement Agreement or not substantially in the form attached as Schedule “B”; or
- f. the Order approving this Settlement Agreement does not become a Final Order;

the Plaintiff and Settling Defendant shall each have the right to terminate this Settlement Agreement by delivering a written notice within thirty (30) days following an event described above.

- 2) In addition, if the Settlement Amount is not paid in accordance with sections 2.1 and 2.2, the Plaintiff shall have the right to terminate this Settlement Agreement by delivering a written notice.
- 3) Any Order, ruling or determination made or rejected by the Court with respect to the claims and/or distribution process, Class Counsel Fees, Class Counsel Disbursements, any honorarium payable to the Plaintiff, or Administration Expenses shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide a basis for the termination of this Settlement Agreement.
- 4) Except as provided for in section 11.3 2), if the Plaintiff or the Settling Defendant exercises the right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

11.2 Notice of Termination

- 1) If this Settlement Agreement is terminated, a notice of the termination will be given to the Class in the form and content to be agreed upon by the Parties or ordered by the Court.
- 2) The notice of termination, if necessary, shall be disseminated in a manner agreed upon by the Parties or ordered by the Court.

11.3 Effect of Termination

- 1) In the event this Settlement Agreement is terminated in accordance with its terms:
 - a. the Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided for herein;
 - b. this Settlement Agreement will have no further force or effect and no effect on the rights of the Parties except as specifically provided for herein;
 - c. no motion to certify the Action on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
 - d. the Parties will cooperate in seeking to have any issued order certifying the Action as a class proceeding on the basis of this Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party (including Settlement Class Members) shall be estopped from asserting otherwise;
 - e. any prior certification of the Action on the basis of this Settlement Agreement, including the definitions of Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Action or other litigation; and
 - f. this Settlement Agreement will not be introduced into evidence or otherwise referred to in any litigation against the Settling Defendant.
- 2) If this Settlement Agreement is terminated, the provisions of sections 3.3, 6.6, 6.7, 10.1, 10.2, 11.1, 11.2, 11.3, 11.4, 12.1, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.14, 12.15, 12.16, and the definitions applicable thereto (but only for the limited purpose of the interpretation of those sections), shall survive termination and shall continue in full force and

effect. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

11.4 Handling of Confidential Information in the event of Termination

- 1) In the event of termination, it is understood and agreed that all documents and information exchanged by the parties in order to reach the Settlement are and remain subject to settlement privilege, except to the extent that the documents or information were, are or become publicly available.
- 2) In the event of termination, within thirty (30) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendant or containing or reflecting information derived from such documents for the purposes of reaching and implementing this Settlement. Class Counsel shall provide counsel for the Settling Defendant with a written certification by Class Counsel of such destruction. Nothing contained in this section shall be construed as requiring Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendant in connection with this Settlement Agreement may not be disclosed to any person in any manner, or used, directly or indirectly, by Class Counsel or any other person in any way for any reason, without the express prior written permission of the Settling Defendant. Class Counsel shall take reasonable steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel that discloses such documents and information.

SECTION 12 – MISCELLANEOUS

12.1 Motions for Directions

- 1) Any of the Parties may apply to the Court as may be required for directions in respect of the interpretation, implementation, administration or termination of this Settlement Agreement.
- 2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

12.2 Headings, etc.

- 1) In this Settlement Agreement:
 - a. the division into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement;
 - b. the terms “this Settlement Agreement”, “the Settlement Agreement”, “hereof”, “hereunder”, “herein”, “hereto”, and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement; and
 - c. “person” means any legal entity including, but not limited to, individuals, corporations, sole proprietorships, general or limited partnerships, limited liability partnerships or limited liability companies.

12.3 Computation of Time

- 1) In the computation of time in this Settlement Agreement, except where a contrary intention appears:
 - a. where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

- b. only in the case where the time for doing an act expires on a holiday, as holiday is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

12.4 Ongoing Jurisdiction

- 1) The Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement.

12.5 Governing Law

- 1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

12.6 Severability

- 1) Subject to section 12.6 2), any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 2) The following terms are not severable:
 - a. Material Terms; and
 - b. Any term giving rise to a right of termination as set out in section 11.1.

12.7 Entire Agreement

- 1) 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 herewith. 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.

12.8 Amendments

- 1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment after settlement approval must be approved by the Court.

12.9 Binding Effect

- 1) If the Settlement is approved by the Court and becomes final, this Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Settlement Class Members, the Settling Defendant, the Releasees and the Releasors or any of them, and all of their respective heirs, executors, predecessors, successors and assigns.

12.10 Counterpart

- 1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.11 Negotiated Agreement

- 1) This Settlement Agreement and the underlying Settlement have been the subject of arm's-length negotiations and discussions among the undersigned and counsel. Each of the Parties has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this

Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.12 Language

- 1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English.

12.13 Recitals

- 1) The recitals to this Settlement Agreement are true, constitute material and integral parts hereof and are fully incorporated into, and form part of, this Settlement Agreement.

12.14 Acknowledgements

- 1) Each Party hereby affirms and acknowledges that:
 - a. they or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has reviewed this Settlement Agreement;
 - b. the terms of this Settlement Agreement and the effects thereof have been fully explained to them or the Party's representative by their counsel;
 - c. they or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
 - d. no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.15 Authorized Signatures

- 1) Each of the undersigned represents that they are fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

12.16 Notice

- 1) Any notice, instruction, motion for court approval or motion for directions or court Orders sought in connection with this Settlement Agreement or any other report or document to be given by any Party to any other Party shall be in writing and delivered by email, facsimile or letter by overnight delivery to:

For the Plaintiff, the Class and Class Counsel in the Proceeding:

Spiteri & Ursulak LLP
1010-141 Laurier Avenue West
Ottawa, ON
K1P 5J3

Norman Mizobuchi
Tel: 613-563-1010
E-mail: nm@sulaw.ca

For the Settling Defendant:

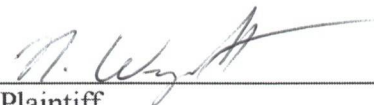
Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto Ottawa, ON
M5W 3J7

Sandra Forbes
Kristine Spence
Tel: 416-863-5574/416-367-7573
E-mail: sforbes@dwpv.com
kspence@dwpv.com

IN WITNESS OF WHICH the Settling Parties have executed this Settlement Agreement.

Matthew Wright on his own behalf and on behalf of the Class

Name of Authorized Signatory: Matthew Wright

Signature of Authorized Signatory: 
Plaintiff

General Motors Financial of Canada, Ltd.

Name of Authorized Signatory: Marci Mancuso

Signature of Authorized Signatory: 
Settling Defendant

SCHEDULE “A”

Court File No. 16-68643CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) DAY THE TH
DAY) OF , 2025
JUSTICE MACLEOD)

BETWEEN:

MATTHEW WRIGHT

Plaintiff

-and-

**GENERAL MOTORS FINANCIAL OF CANADA, LTD., MOUSSA KANTE, CYNTHIA
GILBERT, AND LINE PHARAND**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Certification for Settlement Purposes and Notice Approval)**

THIS MOTION by the Plaintiff for, *inter alia*, an Order certifying the within Action as a class proceeding for settlement purposes and approving the form, content and method of dissemination of the notice of settlement approval hearing and opt-out procedure (the “**Notice**”), was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario K2P 2K1.

ON READING the materials filed, including the Settlement Agreement between the Parties dated *, 2025 (the “**Settlement Agreement**”), attached to this Order as Schedule “A”, and on hearing the submissions of counsel for the Plaintiff and counsel for General Motors Financial of Canada, Ltd. (the “**Settling Defendant**”);

AND ON BEING ADVISED that _____ has consented to act as the Claims Administrator;

AND ON BEING ADVISED that the Plaintiff and Settling Defendant consent to this Order, the Defendants Moussa Kante, Cynthia Gilbert and Line Pharand having been noted in default:

CERTIFICATION

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the Action is certified as a class proceeding for settlement purposes only.
3. **THIS COURT ORDERS** that the Class is certified as follows:

Any person who provided personal information to the defendant General Motors Financial of Canada, Ltd. or its predecessor, FinanciaLinx Corporation, in the course of obtaining automobile financing solution services and who received notice in 2015 from General Motors Financial of Canada, Ltd. informing them of the Data Breach.
4. **THIS COURT ORDERS** that that the Plaintiff, Matthew Wright, is appointed as the representative plaintiff for the Class.
5. **THIS COURT ORDERS** that Spiteri & Ursulak LLP is appointed as Class Counsel in this Action.
6. **THIS COURT ORDERS** that the cause of action asserted on behalf of Class is negligence.

7. **THIS COURT ORDERS** that the following issues are common to the Class and are hereby certified:

Did the Settling Defendant owe the Plaintiff and Class Members a duty of care in respect of the Data Breach? If so, was that duty of care breached and what damages, if any, did Settlement Class Members suffer?

NOTICE AND OPT-OUT

8. **THIS COURT ORDERS** that the Notice, substantially in the form attached hereto as Schedule “B”, is hereby approved.
9. **THIS COURT ORDERS** that that the plan of dissemination of the Notice set out in section 5 of the Settlement Agreement (the “**Plan of Dissemination**”) is hereby approved and that the Notice shall be disseminated in accordance with the Plan of Dissemination.
10. **THIS COURT ORDERS** that a Class Member or their designee can opt-out of the Action by emailing a request to opt-out or a completed Opt-Out Form, attached hereto as Schedule “C”, to the Claims Administrator, on or before the sixtieth (60th) day after the Notice is disseminated (the “**Opt-Out Deadline**”). The written election to opt out must be signed by the Class Member or the Class Member’s designee and must include the following information:
- a. the Class Member’s full name, current address and telephone number;
 - b. if the Class Member seeking to opt out is a corporation, the name of the corporation and confirmation that the individual has the necessary authority to do so; and
 - c. a statement to the effect that the Class Member wishes to be excluded from the Action.

11. **THIS COURT ORDERS** that any Class Member who validly opts-out of the Action shall have no further right to participate in the Action or to share in the distribution of any funds received as a result of a judgment or settlement in this Action.

12. **THIS COURT ORDERS** that no further right to opt-out of the Action will be provided.

13. **THIS COURT ORDERS** that, within twenty (20) days of the Opt-Out Deadline, the Claims Administrator shall provide to Class Counsel and the Settling Defendant a report containing the names of each person who has validly opted out of the Action and a summary of the information delivered by such individuals pursuant to paragraph 10, above.

14. **THIS COURT ORDERS AND DECLARES** that the Claims Administrator shall be _____.

15. **THIS COURT ORDERS** that the Settling Defendant is authorized to disclose the names, e-mail addresses, addresses, and telephone numbers, as well as any necessary identifying information of Class Members to the Claims Administrator and to Class Counsel to the extent necessary to:

- a. facilitate the dissemination of the Court-approved Notice to advise Class Members of this Order, and the date and details of the Settlement Approval Motion in this Action; and
- b. facilitate the claims administration process arising out of any Order to approve the Settlement Agreement in this Action.

16. **THIS COURT ORDERS** that there shall be no costs of this motion.

Schedule “A” to the Order (Certification and Notice)

[Settlement Agreement]

Schedule “B” to the Order (Certification and Notice)

[Notice]

**NOTICE OF SETTLEMENT APPROVAL HEARING AND OPT-OUT
Regarding General Motors Financial of Canada, Ltd.**

Did you receive notice in 2015 from General Motors Financial of Canada, Ltd. (formerly FinanciaLinx Corporation) advising about a disclosure of your personal information?

IF YES, YOUR LEGAL RIGHTS WILL BE AFFECTED.

WHAT IS THIS NOTICE ABOUT?

This Notice is directed to all persons who provided personal information to General Motors Financial of Canada, Ltd. or its predecessor, FinanciaLinx Corporation, (“**GM Financial**”) while obtaining automobile financing solution services and who received notice from GM Financial informing them in 2015 of a data breach (the “**Class**” or “**Class Members**”).

This Notice concerns the proposed settlement of a class action lawsuit (the “**Settlement**”) that was commenced against GM Financial and other individuals in the Ontario Superior Court of Justice (the “**Court**”). The action alleges that from approximately 2012 to 2015, a customer relations employee at GM Financial inappropriately accessed customer files to collect the personal information of approximately 2,200 customers. The action further alleges that the employee disseminated or sold the customer information in an identity theft scheme.

The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing, or fault on the part of GM Financial, which has disputed, and continues to dispute, the allegations advanced in the class action.

The Court certified this case as a class proceeding for the purposes of settlement on *, 2025.

If you received notice of a data breach from GM Financial in 2015, you are a member of the Class. If you are not sure whether or not you are a member of the Class, you should speak to Class Counsel, whose address is provided below.

THE PROPOSED SETTLEMENT

The parties have entered into a Settlement. In order for the Settlement to become effective, it must be approved by the Court. The Settlement provides up to \$898,930 (the “**Settlement Amount**”) in total compensation to settle the claims of the Class Members, including Class Counsel Fees and Disbursements, Administrative Expenses and an honorarium for the representative plaintiff, in return for a release and a dismissal of the class action. If you would like a copy of the Settlement Agreement, it is available at www.*.com, or a copy can be obtained by contacting Class Counsel as listed below.

Under the Settlement, you may be eligible for compensation if you demonstrate that you are a Class Member. The amount of compensation that you may be eligible for will depend on whether you suffered provable identity theft from 2012 to 2015 as a result of the data breach, and the amount of harm that you suffered. Class Members who suffered Identity Theft (as defined in the

Settlement Agreement) (“**Group 1 Claimants**”) and who submit a claim may be entitled to up to \$12,000 in compensation as follows:

- 1) up to \$7,000 if they provide evidence to establish that they suffered Identity Theft (as defined in the Settlement Agreement) between 2012 and 2015 as a result of the data breach; and
- 2) up to \$5,000 for documented Out of Pocket Expenses (as defined in the Settlement Agreement) that a Class Member actually incurred.

All eligible Class Members who have not suffered provable Identity Theft (as defined in the Settlement Agreement) will be compensated a nominal payment of up to \$85 (“**Group 2 Claimants**”).

Included in the Settlement Amount is the value of one year of credit monitoring and identity theft insurance, which has already been provided and paid for by GM Financial. Any compensation payable to eligible Class Members will be paid out of Net Settlement Proceeds (as defined in the Settlement Agreement) and, in accordance with the Settlement Agreement, Group 1 Claimants will be paid in priority to Group 2 Claimants to the maximum amounts contemplated under the Settlement Agreement and the amounts paid may be proportionately reduced in accordance with the Settlement Agreement. Any unclaimed amounts from the Net Settlement Proceeds will be donated to Pro Bono Ontario.

You cannot make a Claim until after the Settlement is approved. If the Settlement is approved, further notice of the Settlement will NOT be given. You should monitor the Settlement Website at www.*.com and check it regularly for the latest information on the status of the Settlement and the details and deadline for making a Claim.

If you have suffered provable identity theft from 2012 to 2015 as a result of the data breach, please contact Class Counsel as soon as possible at the e-mail address provided below.

OPTING OUT IF YOU DO NOT WISH TO PARTICIPATE IN THIS CLASS ACTION

If you fall within the Class definition, you are automatically included in the Class, and you will be bound by the Settlement if it is approved by the Court, unless you choose to exclude yourself by opting out. If you opt out, you will not be a Class Member, and you will not be eligible to participate in any settlement approved by the court.

If you do not want to be part of the class action lawsuit, you can exclude yourself by “opting out” from the class action. To do so, you must email a request to opt-out or a fully completed Opt-Out Form to *, on or before [REDACTED], 2025. A copy of the Opt-Out Form can be found at www.*.com.

If you opt out, you will not be eligible to receive any settlement benefits from the class action but you will have the right to start an action against GM Financial over the legal issues in the lawsuit on your own. However, if you do so, you will have full responsibility to take all legal steps to

protect any claim(s) you may have, including addressing any relevant limitation periods. If you choose to pursue any legal action on your own, it will be at your own expense, including lawyers' fees and any risk of adverse legal costs against you personally should you not succeed.

If you wish to participate in the class action, you do not need to do anything at all, and in particular, you do not need to opt-out.

SETTLEMENT APPROVAL HEARING

The Court will hold a virtual Settlement Approval Hearing at the courthouse at 161 Elgin Street, Ottawa, Ontario on day, _____, 2025 at 10:00 a.m. ET to consider whether the proposed Settlement is fair, reasonable and in the best interests of the Class (the "**Settlement Approval Hearing**"). Class Members and members of the public may attend the virtual Settlement Approval Hearing but are not required to do so. The details on how to attend remotely will be posted to www.*.com.

As a Class Member, you are entitled, but not obligated, to express your opinions about the proposed Settlement and whether it should be approved. If you wish to make a submission to the Court supporting or objecting to the proposed Settlement, you must send your submissions in writing by email to the Claims Administrator, at _____, and ensure they are received no later than day, _____, 2025. The Claims Administrator will provide all submissions to the Court and the parties in advance of the Settlement Approval Hearing. Your written submissions should include:

- your name, address and telephone number;
- a brief statement of the reasons that you support or oppose the proposed Settlement terms; and
- whether you plan to attend the Settlement Approval Hearing.

HOW MUCH WILL THIS COST?

Class Members do not have to pay any legal fees or court costs out-of-pocket. Class Counsel will only be paid on a contingency fee basis, meaning that they will only be paid if the settlement is approved or, if the settlement is not approved but the class action succeeds at trial. The Plaintiff and Class Counsel have agreed to a contingency fee of 30% of the total amount recovered for the Class Members, but the Court will decide what fees are fair and reasonable to be paid, once the case is resolved.

ADMINISTRATION COSTS AND LEGAL FEES

The Court will be asked to approve payment of the following costs out of the Settlement Amount: (a) The costs of providing notice and administering the settlement; and (b) legal fees, plus disbursements and taxes. In no case, however, shall the collective amount of administrative costs, legal fees, disbursements, and taxes exceed \$325,000. Class Counsel will also be asking that the Court approve an honorarium of \$2,000 to be awarded to the Plaintiff in recognition of his role in this litigation (the “**Honorarium**”).

WHAT IF I HAVE MORE QUESTIONS?

More information on the case is available at along with the Statement of Claim, the Order certifying the action, and other Court Documents.

For questions regarding this Notice or the proposed Settlement, please contact Class Counsel as follows:

Spiteri & Ursulak LLP
1010-141 Laurier Avenue West
Ottawa, ON
K1P 5J3

Norman Mizobuchi
Tel: 613-563-1010
E-mail: nm@sulaw.ca

Please do not call GM Financial or the Court about this action.

INTERPRETATION

This Notice has been approved by the Court and contains a summary of some of the terms of the proposed Settlement. If there is a conflict between the provisions of this Notice and the Settlement Agreement, the Settlement Agreement shall prevail.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.

Schedule “C” to the Order (Certification and Notice)

[Opt-Out Form]

OPT OUT FORM
GM FINANCIAL PRIVACY CLASS ACTION

This is **NOT** a claim form. Completing this **OPT OUT FORM** will exclude you from receiving any compensation arising out of any settlement or judgment in the class proceeding.

To: *

*

Email: *@*.com

I, _____ (insert full name), have received the Notice of Settlement Approval Hearing and Opt-Out. I understand that by opting out, I am confirming that I do not wish to participate in the *Wright v. General Motors Financial of Canada, Ltd.* class proceeding relating to the alleged data breach that occurred at General Motors Financial of Canada, Ltd., formerly FinanciaLinx Corporation (“GM Financial”).

I believe that I am a Class Member. I do NOT wish to participate in the GM Financial class proceeding.

I understand that by submitting this Opt-Out Form, I will not be eligible for any benefit that may be available to the Class upon resolution of this matter.

I understand that if I wish to pursue any remedy against GM Financial with respect to the alleged data breach, I must do so on my own and I will have to pay my own legal expenses. I understand that any individual action must be commenced within a specified limitation period or it will be legally barred.

I understand that by opting out, I take full responsibility for the resumption of the running of any relevant limitation period and for taking all necessary legal steps to protect any claim I may have.

Signature

If a Corporation, Print Name. I have authority to bind the Corporation.

Print Name

Address:

Date _____

Telephone: _____

*Note: In order to validly opt out, you must complete and send this opt out form by email to the above-address **no later than** *, 2025.*

SCHEDULE “B”

Court File No. 16-68643CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) DAY THE TH DAY
JUSTICE MACLEOD) OF , 2025

BETWEEN:

MATTHEW WRIGHT

Plaintiff

-and-

**GENERAL MOTORS FINANCIAL OF CANADA, LTD., MOUSSA KANTE, CYNTHIA
GILBERT, AND LINE PHARAND**

Defendants

Proceeding under the Class Proceedings Act, 1992

**ORDER
(Approval of Settlement Agreement and Distribution Protocol)**

THIS MOTION by the Plaintiff for, *inter alia*, an Order approving the settlement agreement entered into with General Motors Financial of Canada, Ltd. (the “**Settling Defendant**”); dismissing this action in its entirety; and granting the Plaintiff an honorarium,

AND THIS MOTION made by Class Counsel for approval of their fees and disbursements in this action under a contingency agreement between the Plaintiff and Class Counsel dated October 15, 2015, was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario K2P 2K1.

ON READING the materials filed, including the Settlement Agreement between the

Parties dated *, 2025 (the “Settlement Agreement”), attached to this Order as Schedule “A”, and on hearing the submissions of counsel for the Plaintiff (“Class Counsel”) and counsel for the Settling Defendant;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there were no objections to the Settlement Agreement;

AND ON BEING ADVISED that the deadline for opting out of the Action has expired, and that __ persons have validly and in a timely manner exercised the right to opt out;

AND ON BEING ADVISED that Pro Bono Ontario has consented to accept any *cy-près* award for use in its privacy advocacy endeavors;

AND ON BEING ADVISED that the Plaintiff and Settling Defendant consent to this Order, the Defendants Moussa Kante, Cynthia Gilbert and Line Pharand having been noted in default:

SETTLEMENT APPROVAL

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Settlement Class, including those persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg 194 are dispensed with in respect of the Action.

4. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class.
5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c 6 and shall be implemented and enforced in accordance with its terms.
6. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Settlement Class shall be deemed to have consented to the dismissal as against the Releasees of any other actions he, she or it has commenced in respect of the Released Claims, without costs and with prejudice.
7. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
8. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Parties consent to the jurisdiction of this Court for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
9. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Releasor shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.
10. **THIS COURT ORDERS** that the distribution protocol set out in section 7 of the Settlement Agreement (the “**Distribution Protocol**”) is hereby approved and that the settlement amounts shall be distributed in accordance with the Distribution Protocol.

11. **THIS COURT ORDERS** that all information provided by the Settlement Class members as part of the settlement administration process is collected, used, and retained by the Settling Defendant, Class Counsel, Claims Administrator, and their agents and counsel for the purpose of administering the Settlement Agreement, including evaluating Claimants' eligibility status and calculating Distribution Protocol payments under the Settlement Agreement. The information provided by the Settlement Class members shall be treated as private and confidential and shall not be used or disclosed for other purposes without the express written consent of the relevant Settlement Class members, except in accordance with the Settlement Agreement, the Distribution Protocol, and/or order of this Court.

12. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.

13. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

CLAIMS ADMINISTRATOR

14. **THIS COURT ORDERS** that Epiq Class Action Services Canada is appointed as Claims Administrator, shall perform all the duties and responsibilities as set out in the Settlement Agreement

15. **THIS COURT ORDERS** that the Claims Administrator shall be paid its Administration Expenses in the all inclusive sum of \$.

CLASS COUNSEL FEE APPROVAL AND PLAINTIFF'S HONORARIUM

16. **THIS COURT ORDERS** that the fees and disbursements of Class Counsel for the Class Action are hereby fixed at a total of \$ _____, being \$ _____ for fees for the class action, \$ _____ for HST, and \$ _____ for disbursements and applicable taxes, which are a first charge upon the Settlement Amounts.

17. **THIS COURT ORDERS** that the Plaintiff is awarded an honorarium of \$2,000 on a *quantum meruit* basis for the contributions that he has made in the prosecution of this action for the benefit of the Class as a whole, and this amount shall be paid separate from the Net Settlement Proceeds.

CY PRES PAYMENT

18. **THIS COURT ORDERS** that the *Cy- Près* Amount shall be paid, *cy-près*, to Pro Bono Ontario in accordance with the Distribution Protocol.

DISMISSAL OF ACTION

19. **THIS COURT ORDERS** that, upon the Effective Date, the Action is hereby dismissed in its entirety without costs and with prejudice.

20. **THIS COURT ORDERS** that there shall be no costs of this motion.
