

**CLASS ACTION SETTLEMENT AGREEMENT**

between

**MICHEL CARRIÈRE**

**RYAN LAWRENCE and FLORENCE FAZARI**

**Plaintiffs**

and

**GEN DIGITAL INC. fka SYMANTEC CORPORATION**

**Defendant**

**(together, the “Parties”)**

dated

**JANUARY 11, 2024**

---

**I. RECITALS**

A. **WHEREAS** on October 14, 2016, Ryan Lawrence and Florence Fazari issued the Statement of Claim against Symantec Corporation (“**Symantec**”, now Gen Digital Inc. (“**Gen Digital**”)) in the Ontario Superior Court of Justice bearing docket number CV-16-562278-00CP (the “**Ontario Class Action**”), which Statement of Claim was subsequently amended on June 12, 2017;

B. **AND WHEREAS** on November 14, 2018, the Ontario Class Action was certified by the Honourable Justice Edward Morgan, on behalf of the following class:

All individuals who, between July 24, 2010 and June 27, 2016, were located in the province of Ontario and, for personal, family or household purposes, and not for business purposes, (a) purchased or licensed one or more of the following Norton branded software products Norton™ AntiVirus, Norton™ Internet Security, Norton™ Security, Norton™ Security with Backup, Norton 360™, Norton™ One (the “**Norton Products**”) through the websites [www.norton.com](http://www.norton.com) or [www.symantec.com](http://www.symantec.com), or (b) paid to renew a purchase or license of one or more of the Norton Products through an automatic renewal service provided by Symantec.

(the “**Ontario Class**” or “**Ontario Class Members**”);

C. **AND WHEREAS** on November 15, 2018, Michel Carrière filed a *Re-Amended Application for Authorization to Institute a Class Action* against Symantec in the Superior Court of Quebec, in the court file bearing docket number 500-06-000894-176 (the “**Quebec Class Action**”; together with the Ontario Class Action, the “**Actions**”);

- D. **AND WHEREAS** on April 16, 2019, the Quebec Class Action was authorized by judgment of the Honourable François P. Duprat, on behalf of the following class:

All natural persons resident in Quebec at the time they purchased and/or licensed, for purposes other than their business, any of the following products: Norton™ Antivirus, Norton™ Internet Security, Norton™ Security, Norton™ Security with Backup, Norton 360™ or Norton™ One (the “**Norton Products**”), at any time between July 24, 2010 and June 27, 2016.

(the “**Quebec Class**” or “**Quebec Class Members**”)

(together, with the Ontario Class Members, the “**Class**” or “**Class Members**”);

- E. **AND WHEREAS** there were thirty-one (31) Ontario Class Members and ten (10) Quebec Class Members who exercised their right to exclude themselves (opt out) from the Actions (collectively, “**Opt-Outs**”);
- F. **AND WHEREAS** on June 5, 2019, Michel Carrière filed an *Originating Application of a Class Action Lawsuit* in the Quebec Class Action;
- G. **AND WHEREAS** Gen Digital has filed defences in the Actions denying, and it continues to deny, the claims advanced by Class Members in the Actions, as well as any wrongdoing or liability to the Class of any kind, and has raised numerous affirmative defences against those claims;
- H. **AND WHEREAS** documentary discovery and examination of Gen Digital has occurred in the Actions;
- I. **AND WHEREAS** there are approximately 640,000 Ontario Class Members and approximately 565,000 Quebec Class Members such that there are a total of approximately 1.2 million Class Members in the Actions;
- J. **AND WHEREAS** the Parties have engaged in arm’s length discussions and negotiations over several years to explore possible settlement, including a mediation held virtually presided over by the Honourable Clément Gascon in May and June 2020, and an in-person mediation held in Montreal in August 2023 presided over by the Honourable Pierre Dalphond, the latter of which ultimately resulted in this settlement (the “**Settlement**”);
- K. **AND WHEREAS** the Parties wish to compromise their differences and achieve finality on the issues in dispute, and have agreed to enter into the Settlement in order to achieve a full and final resolution of the Actions, which Settlement is subject to approval by both the Superior Court of Quebec and the Ontario Superior Court of Justice (together, the “**Courts**”; each individually, the “**Court**”);
- L. **AND WHEREAS** based on an analysis of the facts and law applicable to the issues in the Actions, and taking into account the burdens, complexity, risks and expense of continued litigation, any potential appeals, and having taken into account the fair, cost-effective and assured resolution of the Class Members’ Claims, the Plaintiffs, with the benefit of advice from Class Counsel, have concluded that the Settlement is fair and reasonable and in the best interests of the Class;

M. **AND WHEREAS** the Parties in the Quebec Class Action intend for the Settlement to be subject to the mode of collective recovery in Quebec; and

N. **AND WHEREAS** the Settlement does not constitute any admission of liability, or any acknowledgment that any damages are owed by Gen Digital;

**NOW THEREFORE**, in consideration of the covenants, agreements and releases set forth herein, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Actions be settled, subject to the approval of the Courts, on the following terms and conditions:

## II. DEFINITIONS AND CURRENCY

1. All dollar amounts referred to in this Settlement Agreement are in Canadian dollars.

2. Unless a different meaning is indicated by the context, the following definitions shall apply to the Settlement Agreement and its Schedules. Words or phrases importing the singular shall be construed as including the plural and vice-versa, where appropriate:

(a) **"Account"** means a current Gen Digital account held by a Class Member;

(b) **"Approval Hearing"** means the hearing to be presided over by each Court for the purpose of determining whether the Settlement Approval Applications pursuant to Article 590 of the *Code of Civil Procedure* in Quebec and pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c 6, as it read prior to October 1, 2020, are to be granted;

(c) **"Claim"** means any and all requests for Settlement Benefits as provided under this Settlement Agreement submitted by a Class Member on a Claim Form sent to the Claims Administrator, in accordance with paragraphs 20-21;

(d) **"Claims Administrator"** means RicePoint Administration Inc., the entity appointed by Gen Digital and approved by the Plaintiffs and Class Counsel to administer the Notice Program and administer the Claims process, in accordance with the terms of this Settlement, subject to the approval of the Court;

(e) **"Claims Deadline"** means sixty (60) Days from the latter of the publication date of the Settlement Approval Notice or the date that the Claims Administrator emails the Settlement Approval Notice to Class Members (as the case may be), and is the date by which all Claims must be received by the Claims Administrator to be considered timely. The Claims Deadline shall be clearly set forth on the Settlement Approval Notice;

(f) **"Claim Form"** means the e-form to be used by Class Members for filing a Claim, substantially in the form attached as Schedule "I" (in the Quebec Class Action) and Schedule "J" (in the Ontario Class Action);

(g) **"Class Counsel"** means Kugler Kandestin LLP in the Quebec Class Action and Investigation Counsel P.C. in the Ontario Class Action;

- (h) **"Class Counsel Fees"** means the amounts for legal fees of Class Counsel in connection with the investigation, prosecution, and settlement of the Actions, as approved by the Courts, and payable by Gen Digital in accordance with paragraphs 51-56 of this Settlement Agreement;
- (i) **"Class Period"** means the period beginning on July 24, 2010 and ending on June 27, 2016;
- (j) **"Counsel for Gen Digital"** means Norton Rose Fulbright Canada LLP;
- (k) **"Days"** means calendar days;
- (l) **"Detailed Lists"** means the lists of Class Members described in paragraph 25 of this Settlement Agreement;
- (m) **"Discount Code"** means a unique code applicable to future purchases of Norton Products sold by Gen Digital, which Class Members may opt to receive, in accordance with paragraphs 10-16 of this Settlement Agreement. A Discount Code shall have no expiration date;
- (n) **"Effective Date"** means five (5) Days after the date on which both Settlement Approval Orders are final, i.e. upon expiry of a period of thirty (30) Days after the date of each Settlement Approval Order or, if an appeal is filed, when a judgment is rendered by the final court of appeal;
- (o) **"Fonds d'aide"** means the Fonds d'aide aux actions collectives created pursuant to the *Act respecting the Fonds d'aide aux actions collectives* (CQLR c F-3.2.0.1.1);
- (p) **"Free Licence"** means a licence of "Norton AntiVirus Plus", which Class Members may opt to receive, in accordance with paragraphs 10-16 of this Settlement Agreement. A Free Licence can be activated at anytime by the Class Member who opts to receive it;
- (q) **"Notice Program"** means the plan approved by each Court for disseminating (i) the Pre-Approval Notice, substantially in the form attached as Schedule "F" (in the Quebec Class Action) and Schedule "G" (in the Ontario Class Action); and (ii) the Settlement Approval Notice, substantially in the form attached as Schedule "K" (in the Ontario Class Action) and Schedule "L" (in the Quebec Class Action);
- (r) **"Objection"** means an objection by a Class Member to the Settlement made in the manner and within the time frame specified by the Courts and in the Pre-Approval Notice;
- (s) **"Ontario Class Counsel"** means Investigation Counsel P.C.;
- (t) **"Pre-Approval Application"** means an application or a motion for approval of the Notice Program, the Pre-Approval Notice, appointing the Claims Administrator, and setting the date of the Approval Hearing;

- (u) **"Pre-Approval Notice"** means the notices described in paragraph 42 of this Settlement Agreement notifying the Class Members of the Approval Hearing (substantially in the form of Schedule "D" (in the Quebec Class Action) and Schedule "E" (in the Ontario Class Action) hereto, as approved by the Courts);
- (v) **"Pre-Approval Order"** means the order of each Court approving the Notice Program and the Pre-Approval Notice, appointing the Claims Administrator and setting the date of the Approval Hearing;
- (w) **"Quebec Class Counsel"** means Kugler Kandestin LLP;
- (x) **"Regulation respecting the percentage withheld by the Fonds d'aide"** means the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, r. 2;
- (y) **"Schedules"** means any and all of the documents that the Parties have attached to this Settlement Agreement and that are identified in paragraph 63 of this Settlement Agreement together with any other document that the Courts may order the Parties to include, and which form an integral part of this Settlement;
- (z) **"Settlement Benefits"** means the benefits that Gen Digital makes available to Class Members, in accordance with paragraphs 9-18 of this Settlement Agreement, as consideration for the Settlement and that Class Counsel estimates to have a value of over \$30,000,000 CAD, including, but not limited to, the \$6,000,000 CAD cash payment and the monetary value of the Free Licences and Discount Codes;
- (aa) **"Settlement Fund"** means the amount of \$6,000,000 CAD that will be used to fund the \$5 CAD payments which Class Members may choose to receive for compensation in accordance with paragraph 9 of this Settlement Agreement;
- (bb) **"Settlement Approval Application"** means an application or a motion for the approval of the Settlement and approval of Class Counsel Fees;
- (cc) **"Settlement Approval Order"** means the order of each Court approving the Settlement and Class Counsel Fees, substantially in the form attached hereto as Schedule "H" (in the Ontario Action);
- (dd) **"Settlement Approval Notice"** means the notice described in paragraph 49 of this Settlement Agreement informing the Class Members that the Settlement has been approved by the Courts (substantially in the form of Schedule "K" (in the Ontario Class Action) and Schedule "L" (in the Quebec Class Action) hereto, as approved by the Courts);
- (ee) **"Settlement Website"** means a bilingual website specific to the Actions and this Settlement Agreement on which relevant documents and information will be made publicly available, in accordance with paragraph 19;
- (ff) **"Settlement Agreement"** means this settlement agreement, including the Schedules and subsequent amendments thereto, together with any other document that the Courts may order the Parties to include and any other

subsequent agreement that the Parties may see fit to incorporate herein subject to the Courts' approval.

### III. SCOPE AND EXTENT OF THE SETTLEMENT

3. Through the Settlement, the Parties wish to settle among themselves and on behalf of the Class Members any and all claims, allegations or causes of action arising out of the facts alleged in the Actions, in accordance with the terms and conditions herein.
4. Subject to paragraph 41 of this Settlement Agreement, the Settlement is conditional upon both Courts approving it in its entirety, failing which any Party shall have the right to terminate the Settlement in accordance with paragraph 60.
5. The Parties undertake to cooperate and make all reasonable efforts to implement the Settlement and secure the Settlement Approval Orders and the prompt and complete dismissal of the Ontario Class Action.
6. This Settlement Agreement shall be null and void and of no force and effect unless the Approval Orders are granted by the Courts and the Effective Date of Settlement occurs.
7. Whether or not the Settlement is terminated or deemed null and void or approved, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement, and any action taken to carry out this Settlement:
  - (a) 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 Gen Digital, or of the truth of any of the claims or allegations contained in the Actions or any other pleading or proceeding filed by the Plaintiffs in the Actions; and
  - (b) shall not be referred to, offered as evidence or received in evidence in any pending or future action or proceeding, except in a proceeding to approve or enforce this Settlement or to defend against the assertion of released claims pursuant to paragraphs 57-59 of this Settlement Agreement, or as otherwise required by law.
8. The Parties agree that each of the Courts shall retain exclusive and continuing jurisdiction over the Settlement proceedings commenced in its jurisdiction, the Parties thereto and the Class Members of that jurisdiction as defined in the Actions, and over the Claims Administrator to interpret and enforce the terms, conditions, and obligations under this Settlement, and each Court shall apply the laws of its jurisdiction.

### IV. SETTLEMENT BENEFITS

9. Subject to paragraph 13 of this Settlement Agreement, Gen Digital will disburse a total amount of \$6,000,000 CAD to an interest-bearing trust account under the supervision of the Claims Administrator for the benefit of the Class Members in the Actions (the "**Trust Account**"). The funds in the Trust Account will be used to make \$5 CAD payments to Class Members who choose Option 1 pursuant to paragraph 10 of this Settlement Agreement (the "**Settlement Fund**").

10. Each Class Member shall be entitled to choose one of the two following options by submitting a Claim:
- Option 1:** a \$5 CAD payment plus either a 90-day Free Licence valued at \$7.50 CAD or a Discount Code for the value of \$7.50 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.
- OR
- Option 2:**
- (a) Class Members who had a licence for less than three (3) years during the Class Period: either a 180-day Free Licence valued at \$15 CAD or a Discount Code for the value of \$15 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.
- (b) Class Members who had a licence for three (3) years or more during the Class Period: either a 365-day Free Licence valued at \$30 CAD or a Discount Code for the value of \$30 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.
11. Class Members who currently have an Account with Gen Digital and who do not submit a Claim Form in accordance with paragraphs 19-24 of this Settlement Agreement shall be deemed to have chosen, and shall automatically receive, Option 2 with a Discount Code.
12. Class Members who currently have an Account with Gen Digital will receive the Discount Code or Free Licence, as the case may be, by email to their last known email address associated with their Account. Class Members who no longer have an Account with Gen Digital shall provide on the Claim Form an email address to which the Discount Code or Free Licence, as the case may be, should be sent.
13. To the extent permitted by the available information, Class Members who choose Option 1 in paragraph 10 of this Settlement Agreement, and who currently have an Account with Gen Digital, may, at the discretion of Gen Digital and the Claims Administrator, acting reasonably, receive the \$5 CAD payment directly from Gen Digital as a reimbursement on the credit card associated with their Account if the credit card information is still valid (the "**Reimbursements**"). The amount payable by Gen Digital to the Settlement Fund pursuant to paragraph 9 of this Settlement Agreement shall be reduced in proportion to the Reimbursements made by Gen Digital directly to Class Members. For greater clarity, and by way of example, if Gen Digital makes Reimbursements in the amount of \$1,000,000 CAD, then the amount payable to the Settlement Fund shall be \$5,000,000 CAD.
14. Class Members who choose Option 1 in paragraph 10 of this Settlement Agreement, and who do not receive the \$5 CAD payment by way of a Reimbursement from Gen Digital on a credit card associated with a current Account, may receive the \$5 CAD payment by way of interact e-transfer, cheque or an alternative form of payment chosen by the Claims Administrator, acting reasonably.
15. In the event that a portion of the Settlement Fund provided in paragraph 9 remains unclaimed and undistributed by the Claims Deadline, Class Members who chose Option

1 and who held licences of the Norton Products for a period of two (2) years or more during the Class Period shall receive additional cash payments pro rata, up to a maximum of \$5 CAD for each full year licence purchased during the Class Period. Any remaining balance following this re-distribution will be dealt with in accordance with paragraph 37.

16. Discount Codes and Free Licences shall be non-refundable and non-cash convertible, and shall not be publicly disclosed, distributed or sold by Class Members.
17. Gen Digital will pay the costs to administer the Claims process, which the Parties estimate at approximately \$200,000 CAD, and the Notice Program, which the Parties estimate at approximately \$50,000 CAD.
18. Gen Digital will pay Class Counsel Fees, costs and disbursements, and applicable taxes in accordance with paragraphs 51-56 of this Settlement Agreement.

## **V. CLAIMS DEADLINES AND ADMINISTRATION OF CLAIMS**

19. The Claims Administrator shall cause a Settlement Website to be created in both English and French containing Claims information and relevant documents, including but not limited to all applicable deadlines; the Pre-Approval Notice, in both English and French; the Settlement Approval Notice, in both English and French; the Claim Form, in both English and French; copies of the orders of the Courts pertaining to the Settlement; a copy of this Settlement Agreement; a toll-free telephone number and addresses to contact the Claims Administrator by email and mail.
20. Class Members will submit their Claim by providing the information required by the Claim Form electronically. The Claim Form will set out the options provided in paragraph 10 of this Settlement Agreement and allow Class Members to denote their chosen option.
21. All Claims by Class Members must be submitted to and received by the Claims Administrator by the Claims Deadline. The Settlement Approval Notice shall clearly set the Claims Deadline.
22. The Claims Administrator shall confirm Class Member status, eligibility, the amounts available for distribution and the relative shares of the Class Members.
23. In the event the Claims Administrator determines that a Class Members' Claim Form is deficient, it will notify that Class Member, who will then have fourteen (14) days from such notification to re-submit a Claim Form curing the deficiency, failing which her or his Claim will be deemed invalid.
24. Class Members who submit a late Claim Form for any reason will only be eligible to receive any compensation in the event there are surplus funds remaining after the distribution. Payments to Class Members who submit late Claim Forms for valid Claims are in the discretion of Class Counsel and may be in amounts less than the compensation provided to Class Members who submitted a timely Claim Form, depending on the sufficiency of funds. There is no appeal from the amount of funds provided to Class Members who submitted a late Claim Form.
25. Gen Digital will make reasonable efforts to prepare Detailed Lists of all Class Members that include the following information for each Class Member, to the extent available and



practicable: name and contact information, province of residence, email address(es), name of Norton Product purchased or licensed, licence number, GUID number, licence activation date, Norton Product installation date, and term (duration) of each licence.

26. Upon request by Class Counsel, the Detailed Lists shall be made available to Class Counsel and the Plaintiffs' expert, Accuracy Canada Inc. ("**Accuracy**"), for review and inspection to verify its content. Accuracy and Class Counsel shall maintain the Detailed Lists in confidence, use them only for the purposes of verifying the contents of the Detailed Lists pursuant to this paragraph and shall delete the Detailed Lists promptly once Accuracy has completed its review and verification. Accuracy's review of the Detailed Lists will form part of the administration costs payable by Gen Digital as part of the Settlement Agreement. Accuracy fees shall not exceed the amount of \$10,000 CAD.
27. The Claims Administrator will review and validate all Claims submitted by Class Members and determine the validity of the Claims using the Detailed List, where possible. In particular:
  - A. The Claims Administrator shall send a unique Claim ID and Claim PIN to each Class Member for whom there is email contact information contained in the Detailed List. Unique Claim IDs and Claim PINs shall be used by the Claims Administrator to expeditiously approve and validate such Claims.
  - B. Class Members for whom there is no email contact information, or insufficient information otherwise, shall be evaluated on a self-reporting or "honour system" basis, for compliance with the criteria of Class Membership.
  - C. The Claims Administrator, acting reasonably, shall conduct industry-standard auditing of Claims submitted by Class Members, including auditing for suspicious Claims, statistical anomalies and fraudulent activity.
28. The Claims Administrator shall administer the terms of this Settlement by receiving, reviewing and validating Claims in a cost effective and timely manner.
29. Without limiting the foregoing, the Claims Administrator shall have the discretion to review Claims with the objective of effecting substantial justice to the Parties and the Class Members. Issues or disputes regarding the validity of Claims that cannot be resolved by the Claims Administrator shall be submitted to Class Counsel and Counsel for Gen Digital for resolution and, if no resolution is reached, Class Counsel or Counsel for Gen Digital may submit the matter to the Court. If the issues or disputes are not resolved, or not otherwise submitted to the Court, the decision of the Claims Administrator as to the validity of the Claims will be upheld.
30. Within thirty (30) Days after the Claims Deadline, the Claims Administrator will inform Counsel for Gen Digital and Class Counsel of the number and identity of the Class Members who have validly submitted a Claim and who are approved to receive the \$5 payment and any additional payments which may be owed pursuant to paragraph 15, a Discount Code or a Free Licence, and the number and identity of Class Members who are deemed to have chosen Option 2(a) or 2(b) in accordance with paragraph 10, and the Settlement Benefits to Class Members.

31. Within sixty (60) Days after the Claims Deadline, Gen Digital and the Claims Administrator will distribute the \$5 CAD payment and any additional payments which may be owed pursuant to paragraph 15, Discount Codes and Free Licences to Class Members who have validly submitted a Claim or who are deemed to have chosen Option 2(a) or 2(b) in accordance with paragraph 10 (the "**Distribution**").
32. Within thirty (30) Days after the completion of the Distribution, the Claims Administrator will provide a report on the Claims received, the results of the Distribution and account for its administration to Gen Digital and Class Counsel, the whole in order for the closure of the Actions.
33. The Claims Administrator shall maintain records of all Claims submitted until 180 Days after the Claims Deadline or until all Claims have been finally resolved, whichever is later.
34. Gen Digital will bear the costs related to the Notice Program and administration of the Claims, it being understood that the Parties, Class Counsel and Counsel for Gen Digital will favor administrative simplicity and seek to limit administrative costs.
35. The Claims Administrator shall maintain the administration information so as to permit Class Counsel to audit the administration at its discretion or if ordered by the Court.
36. All information received from Gen Digital or the Class Members is collected, used, and retained by the Claims Administrator pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 for the purposes of administering their Claims. The Claims Administrator shall delete and destroy all personal identifying information of Class Members following a reasonable period of time after the conclusion of the Claims process.

## **VI. REMAINING CASH BALANCE**

37. If any balance of the amount of Settlement Fund remains following the Distribution and the payment of any taxes on account of interest earned in the Trust Account, 47% of such remaining balance shall be deemed attributable to the Quebec Class Action and 53% shall be deemed attributable to the Ontario Class Action, such that the respective balances will be paid:
  - (a) in Quebec, to the Fonds d'aide, in accordance with the applicable percentage owing pursuant to the *Regulation respecting the percentage withheld by the Fonds d'aide*. Any balance remaining after distribution to the Fonds d'aide will be donated to an organization, or organizations, to be determined by Quebec Class Counsel and Counsel for Gen Digital, acting reasonably, at that time, subject to court approval; and
  - (b) in Ontario, on a cy-près basis to the Law Foundation of Ontario.

## **VII. NO REMAINING BALANCE AFTER DISTRIBUTION OF DISCOUNT CODES OR FREE LICENCES**

38. The Parties agree, and it constitutes for Gen Digital a principal consideration for its agreement to enter into the Settlement, that pursuant to Quebec law, including case law, the issuance or remittance of the Discount Codes or the Free Licences to Class Members

in accordance with paragraphs 10-16, or the fact that a portion of the Discount Codes or the Free Licences may be undistributed, unredeemed, unused or unclaimed, shall not give rise to a balance or surplus from which the Fonds d'aide may claim a portion by virtue of the *Regulation respecting the percentage withheld by the Fonds d'aide* and that the absence of such a balance or surplus is a principal consideration for Gen Digital's consent to the Settlement.

#### **VIII. PROCEDURE FOR PRE-APPROVAL OF THE SETTLEMENT**

39. Upon the execution of this Settlement, Class Counsel, respectively in Quebec and in Ontario, will write the Courts enclosing draft consent orders substantially in the form of the Pre-Approval Orders, attached hereto as Schedule "B" (for the Quebec Class Action) and Schedule "C" (for the Ontario Class Action), and requesting that the Courts issue those consent orders.
40. In the event that, following Class Counsel's written requests, either Court directs that a Pre-Approval Application be filed, Class Counsel will submit, in Ontario and Quebec as the case may be, a draft Pre-Approval Application to Counsel for Gen Digital for review. Subject to confirmation by Counsel for Gen Digital with respect to its contents, which confirmation shall not be unreasonably withheld, Class Counsel will file the Pre-Approval Application with the Court or Courts which directed it, with a view to obtaining the Pre-Approval Orders.
41. The Parties acknowledge that the Courts may amend the wording and the terms for the dissemination and publication of the Pre-Approval Notice, which will not be grounds for nullity or termination of the Settlement, unless such amendments entail a substantive change to the terms and conditions of the Settlement or the cost of its administration.
42. The Pre-Approval Notice will be in a form substantially similar to Schedule "D" (in the Quebec Class Action) and Schedule "E" (in the Ontario Class Action) and will indicate, in particular, the following:
  - (a) The existence of the Action and the definition of the Class;
  - (b) The fact that the Settlement has taken place and will be submitted to the Court for approval, specifying the date, time and place of the Approval Hearing;
  - (c) The nature of the Settlement, the Settlement Benefits to Class Members and the procedure to be followed by Class Members to submit a Claim;
  - (d) The right of the Class Members (other than Opt-Outs) to be heard before the Court in regard to the Settlement; and
  - (e) The fact that the Pre-Approval Notice and the Settlement Approval Notice will be the only notices that the Class Members will receive in regard to the Settlement.
43. Subject to direction by the Courts, the Pre-Approval Notice will be published and disseminated in the manner described in the Notice Program attached as Schedule "F" (for the Quebec Class Action) and Schedule "G" (for the Ontario Class Action).

## **IX. PROCEDURE FOR APPROVAL OF THE SETTLEMENT**

44. After publication of the Pre-Approval Notice, respectively in Quebec and Ontario, Class Counsel will serve and file with each Court a Settlement Approval Application for the purpose of proceeding to the Approval Hearings.
45. In Quebec, the Settlement Approval Application will also be served by Quebec Class Counsel on the Fonds d'aide.
46. At the Approval Hearings, Class Counsel will make representations before the Courts to obtain the Settlement Approval Orders, for the purpose of approving the Settlement. Counsel for Gen Digital will not make any representations with respect to Class Counsel Fees, with the exception of the representations outlined in paragraph 55 of this Settlement Agreement.
47. Class Members, other than Opt-Outs, who so wish may raise an Objection before the Courts at the Approval Hearing. In this regard, Class Members who wish to raise an Objection are required to inform Class Counsel in writing of the reasons for their Objection at least five (5) Days before the Approval Hearing, by communicating a document containing the following information:
  - (a) The Court and Court docket number of the Action;
  - (b) The name and contact information of the Class Member who is raising an Objection;
  - (c) The Class Member's email address, if any, associated with his or her Account and/or with the account that the Class Member held with the Defendant;
  - (d) A brief description of the reasons for the Class Member's Objection.
48. The Parties acknowledge that the Courts may amend the wording and the terms for the dissemination and publication of the Settlement Approval Notice, which will not be grounds for nullity or termination of the Settlement, unless such amendments entail a substantive change to the terms and conditions of the Settlement.
49. The Settlement Approval Notice will be in a form substantially similar to Schedule "K" (in the Ontario Class Action) and Schedule "L" (in the Quebec Class Action), and will indicate, in particular, the following:
  - (a) The existence of the Action and the definition of the Class;
  - (b) The fact that the Court has approved the Settlement; and
  - (c) The nature of the Settlement, the Settlement Benefits to Class Members, the procedure to be followed by Class Members to submit a Claim and the Claims Deadline.
50. Subject to direction by the Courts, the Settlement Approval Notice will be published and disseminated in the manner described in the Notice Program attached as Schedule "F" (in the Quebec Class Action) and Schedule "G" (in the Ontario Class Action).

## **X. CLASS COUNSEL FEES AND DISBURSEMENTS**

51. Gen Digital agrees to pay Class Counsel Fees in the amount of \$5,040,000 CAD plus applicable taxes (calculated at the date of payment), subject to approval of the Courts, over and above the Settlement Benefits to which Class Members are entitled pursuant to paragraphs 9-18. For greater certainty, it is expressly agreed that Gen Digital shall not be obligated to pay Class Counsel Fees greater than the lesser of: i) \$5,040,000 CAD plus applicable taxes; and ii) the amount of Class Counsel Fees approved by the Courts.
52. In the event that the Courts approve Class Counsel Fees that in the aggregate are less than \$5,040,000 CAD plus applicable taxes, the difference will be added to the amount of the Settlement Fund payable to the Class Members as per paragraph 9 of this Settlement Agreement.
53. Within five (5) Days of the Effective Date, each Class Counsel shall issue invoices to Gen Digital, containing applicable sales tax numbers, and any other documentation needed to effect payment, in the amounts payable respectively to Quebec Class Counsel and to Ontario Class Counsel. Gen Digital shall pay the Class Counsel Fees, disbursements described below in paragraph 56, and applicable taxes within 30 Days of receipt of each invoice.
54. Class Counsel agree to give reasonable assistance to Gen Digital for any necessary tax filings.
55. At the Approval Hearing, Gen Digital will represent that they have agreed to pay Class Counsel Fees, over and above the Settlement Benefits to which Class Members are entitled pursuant to paragraphs 9-18, as part of this Settlement.
56. In addition to the Class Counsel Fees, Gen Digital also agrees to pay \$192,393.92 CAD for Quebec Class Counsel's court costs and disbursements, including expert fees, inclusive of applicable taxes, and an amount of \$172,000 CAD for Ontario Class Counsel's court costs and disbursements, including expert fees, inclusive of applicable taxes, subject to approval of the Courts. These court costs and disbursements exclude the mediator's fees for the mediations referred to in Recital J. paid by Class Counsel. Subject to Court approval, those mediation fees, totalling \$40,763.22 inclusive of applicable taxes, will be paid by Class Members out of the Settlement Fund.

## **XI. RELEASE AND DISCHARGE AND CONSIDERATION OF THE PLAINTIFFS**

57. Plaintiff Michel Carrière, in his own name and on behalf of Quebec Class Members (other than Opt-Outs), and Plaintiffs Ryan Lawrence and Florence Fazari, in their own names and on behalf of Ontario Class Members (except for the Opt-Outs), and on behalf of their agents, mandataries, representatives, heirs, successors and assigns, if any, hereby give a full, general, irrevocable and final release and discharge to Symantec and Gen Digital, including their affiliates, related entities, subsidiaries, and their respective mandataries, agents, representatives, partners, insurers, reinsurers, shareholders, employees, officers, directors, professionals, staff, successors and assigns, for any past, current or future claim, demand, action, suit or cause of action in damage (including but not limited to punitive, aggravated, statutory and other multiple damages or penalties of any kind; or remedies of whatever character, known or unknown), whether class, individual or otherwise in nature, including experts' fees, disbursements, judicial fees, solicitor-client

fees (excluding the Class Counsel Fees), and legal fees, that the Plaintiffs and the Class Members had, have or may have, arising out of, related to, arising in connection with or resulting or stemming from any of the facts or causes of action alleged in the proceedings relating to the Actions.

58. No provision of the Settlement will constitute or be deemed to constitute or be construed as constituting a waiver by Gen Digital of any right or defence against any claim, suit or cause of action of a Class Member (other than Opt-Outs) or a waiver by Gen Digital of any right or defence in contesting the Actions should the Settlement not be approved by the Superior Court of Quebec or the Ontario Superior Court of Justice or otherwise become null and void owing to the application of any of the provisions of the Settlement.
59. None of the obligations of whatever kind, assumed by Gen Digital in executing the Settlement, nor the consent of Gen Digital to the Settlement, shall constitute in any manner an admission of liability by Gen Digital.

## **XII. TERMINATION**

60. In the event that either Court declines to approve this Settlement or any material part hereof or approves this Settlement in a materially modified form, the Parties agree to use all reasonable efforts, consistent with this Settlement Agreement, to address and resolve any concerns identified by the Court, failing which either Party shall in its sole discretion have the right to terminate this Settlement and, except as provided for in paragraph 7 of this Settlement Agreement, it shall be null and void and have no further force or effect, shall not be binding on the Parties or the Class Members, and shall not be used as evidence or otherwise in any litigation, unless all Parties, acting in their sole discretion, agree to waive any variation of the Settlement that might be suggested by the Courts or by either one of the Courts.
61. Should a Party choose to exercise its right of termination pursuant to paragraph 60, it shall inform all other Parties of this fact, by providing notice in accordance with paragraph 76 within ten (10) Days of the date on which that Party learns that a Court has declined to approve the Settlement or has approved the Settlement in a materially modified form.
62. If this Settlement is terminated:
  - (a) No Settlement Approval Application which has not yet been heard shall proceed;
  - (b) Any Settlement Approval Order already rendered shall be set aside and declared of no force or effect, and the Parties and the Class Members shall be estopped from asserting otherwise;
  - (c) The Parties, Class Counsel and Counsel for Gen Digital shall renounce to any Settlement Approval Order already rendered; and
  - (d) The Parties shall immediately continue the litigation of the Actions at the earliest possible opportunity.

### **XIII. SCHEDULES**

63. The following Schedules (in both English and French) form an integral part of the Settlement and are incorporated therein as if they were recited at length therein:
- (a) **Schedule “A”**: Term Sheet dated September 15, 2023
  - (b) **Schedule “B”**: Draft Pre-Approval Order (Quebec)
  - (c) **Schedule “C”**: Draft Pre-Approval Order (Ontario)
  - (d) **Schedule “D”**: Pre-Approval Notice (Quebec)
  - (e) **Schedule “E”**: Pre-Approval Notice (Ontario)
  - (f) **Schedule “F”**: Notice Program (Quebec)
  - (g) **Schedule “G”**: Notice Program (Ontario)
  - (h) **Schedule “H”**: Draft Settlement Approval Order (Ontario)
  - (i) **Schedule “I”**: Claim Form (Quebec)
  - (j) **Schedule “J”**: Claim Form (Ontario)
  - (k) **Schedule “K”**: Settlement Approval Notice (Ontario)
  - (l) **Schedule “L”** Post-Approval Notice (Quebec)

### **XIV. OTHER TERMS AND PROVISIONS**

64. This Settlement Agreement shall be binding upon, and enure to the benefit of the Parties and the Class Members, and their respective agents, heirs, executors, administrators, successors, transferees and assigns.
65. The recitals in Part I of this Settlement Agreement are true, constitute material and integral parts hereof and are fully incorporated into, and form part of, the Settlement.
66. The Settlement Agreement and the Schedules hereto constitute the full and entire Settlement between the Parties, and supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements and agreements in principle 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, unless expressly incorporated herein.
67. 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 Courts.
68. Each Party hereby affirms and acknowledges that:

- (a) Her, his or its signatory has the authority to bind the Party for which it is signing with respect to the matters set forth herein and has reviewed this Settlement Agreement;
  - (b) The terms of this Settlement Agreement and the effects thereof have been fully explained to her, him or it by her, his or its counsel; and
  - (c) Her, his or its representative fully understands each term of this Settlement Agreement and its effect.
69. The Settlement constitutes a transaction within the meaning of Article 2631 and following the *Civil Code of Quebec*, subject to Court of approval.
70. The Settlement will not be deemed to constitute any admission or acknowledgment by any of the Parties of the validity of any right, claim or defence.
71. In the event of a discrepancy between the wording of the notices to Class Members and the Settlement, the wording of the Settlement will take precedence.
72. All costs associated with the implementation and execution of the Settlement that have not been specifically provided for by the Settlement, if any, will be borne by the Party that has incurred them and their reimbursement may not be claimed from any other Party.
73. Subject to any order of the Courts with respect to notice to Class Members, no press release will be issued with respect to the Settlement, unless agreed to by Gen Digital in writing.
74. This Settlement Agreement may be signed in one or more counterparts, including in its French translation annexed herein, and including via electronic signature, each of which will be deemed to be valid and binding, and such separate counterparts shall constitute together one and the same instrument.
75. The Parties hereto acknowledge **(i)** that all of the provisions of this document were negotiated by the Parties hereto and were neither pre-determined, imposed nor drawn up by, on behalf of or on instructions of one of the Parties hereto, and **(ii)** that they have required that this document and some related documents be drawn up and executed solely in English. / *Les Parties aux présentes reconnaissent (i) que toutes les dispositions du présent document ont été librement négociées par les Parties et n'ont pas été prédéterminées, imposées ni rédigées par l'une des Parties aux présentes, pour son compte ou suivant ses instructions, et (ii) qu'elles ont exigé que le présent document et certains des documents qui s'y rattachent soient rédigés et signés uniquement en anglais.*
76. Any communication to a Party with regard to the implementation and execution of, or required by, the Settlement's terms will be in writing, by mail, messenger or email and will be addressed as follows:

To the attention of the Plaintiff Michel Carrière, the Quebec Class Members or Kugler Kandestin:

Pierre Boivin and Robert Kugler  
**KUGLER KANDESTIN LLP**



1 Place Ville Marie, Suite 1170  
Montréal, Quebec  
Canada H3B 2A7  
Telephone: 514.878.2861  
Email: [rkugler@kklex.com](mailto:rkugler@kklex.com); [pboivin@kklex.com](mailto:pboivin@kklex.com)

To the attention of the Plaintiffs Ryan Lawrence and Florence Fazari, the Ontario Class Members or Investigation Counsel P.C.:

John Archibald  
**INVESTIGATION COUNSEL PC**  
350 Bay Street, Suite 1100  
Toronto, Ontario  
Canada M5H 2S6  
Telephone: 416.637.3152  
Email: [jarchibald@investigationcounsel.com](mailto:jarchibald@investigationcounsel.com)

To the attention of Defendant Symantec, Gen Digital or Counsel of Gen Digital (Quebec Class Action):

Maya Angenot and Claudia Déry  
**NORTON ROSE FULBRIGHT CANADA LLP**  
1 Place Ville-Marie, Suite 2500  
Montreal, Quebec H3B 1R1  
Telephone: 514.847.4310  
Email: [maya.angenot@nortonrosefulbright.com](mailto:maya.angenot@nortonrosefulbright.com);  
[claudia.dery@nortonrosefulbright.com](mailto:claudia.dery@nortonrosefulbright.com).

To the attention of Defendant Symantec, Gen Digital or Counsel of Gen Digital (Ontario Class Action):

Linda Fuerst, Andrew McCoomb and Ted Brook  
**NORTON ROSE FULBRIGHT CANADA LLP**  
200 Bay St, Suite 3800  
Toronto, Ontario M5J 2Z4  
Telephone: 416.216.4039  
Email: [andrew.mccoomb@nortonrosefulbright.com](mailto:andrew.mccoomb@nortonrosefulbright.com);  
[linda.fuerst@nortonrosefulbright.com](mailto:linda.fuerst@nortonrosefulbright.com); [ted.brook@nortonrosefulbright.com](mailto:ted.brook@nortonrosefulbright.com)

IN WITNESS WHEREOF, EACH OF THE PARTIES HAS SIGNED.

Signed this JANUARY 13, 2024

  
\_\_\_\_\_  
Michel Carrière

Signed this January 12, 2024

  
\_\_\_\_\_  
Florence Fazari

Signed this January 12, 2024

\_\_\_\_\_  
Ryan Lawrence

Signed this January 11, 2024

  
\_\_\_\_\_  
Name: Marybeth Milionis  
Role: Senior Director, Legal  
on behalf of Gen Digital Inc., fka Symantec  
Corporation

**IN WITNESS WHEREOF, EACH OF THE PARTIES HAS SIGNED.**

Signed this \_\_\_\_\_, 2024

Michel Carrière

Signed this \_\_\_\_\_, 2024

Florence Fazari

R. Lawrence


Signed this \_\_\_\_\_, 2024

Ryan Lawrence

Signed this \_\_\_\_\_, 2024

Name: Marybeth Milionis  
Role: Senior Director, Legal  
on behalf of Gen Digital Inc., fka Symantec  
Corporation

**Signature:**

  
Ryan Lawrence (Jan 12, 2024 13:23 EST)

**Email:** lawrence.ryand@gmail.com

**Symantec Class Action**  
**No. 500-06-000894-176 (Quebec) and CV-16-562278-00CP (Ontario)**

---

**Term sheet – commercial terms:**

All amounts are in CAD.

Unless defined herein, all capitalized terms have the meaning ascribed to them in the in the certification order dated November 14, 2018 in the Ontario Action and the judgment for authorization dated April 16, 2019 in the Quebec Action.

- A. Whereas Michel Carrière has instituted a class action against Symantec (now Gen Digital Inc. (“**Gen Digital**”) in Quebec, on behalf of Quebec consumers of the Norton Products during the Class Period (the “**Quebec Class Action**”);
- B. Whereas Ryan Lawrence and Florence Fazari have instituted a class action against Symantec (now Gen Digital) in Ontario, on behalf of Ontario consumers of the Norton Products during the Class Period (the “**Ontario Class Action**”);
- C. Whereas there are approximately 640,000 Class Members in the Ontario Class Action and 565,000 Class Members in the Quebec Class Action such that there are approximately 1.2 million Class Members in both actions (together, the “**Actions**”);
- D. Whereas Gen Digital denies liability in the Actions;
- E. Whereas, following intensive discussions to explore possible settlement, including during a mediation in August 2023 presided by the Honourable Pierre Dalphond, the parties to the Actions have agreed to an out-of-Court settlement to be submitted to the Quebec Superior Court and the Ontario Superior Court of Justice (together, the “**Courts**”) for approval (the “**Settlement**”);
- F. Whereas the parties in the Quebec Action intend for the Settlement to be subject to the mode of collective recovery in Quebec;
- G. Whereas the terms of Settlement set forth below are subject to finalization of formal Settlement documents by the parties to be submitted to and approved by the Courts.

The parties agree in principle to settle the Actions on the following terms and conditions:

- 1. Gen Digital will disburse a total amount of \$6,000,000 to an account under the supervision of a claims administrator to be agreed upon by the parties (“**Administrator**”) for the benefit of the Class Members in the Actions. The money in this account will be used to fund the \$5 payments (by cheque (or alternative form of payment)), or reimbursement by credit card payable to Class Members specified in Articles 3 and 4.

2. The Class Members in the Actions will be provided with the following compensation options:

**Option 1:**

- (1) \$5 plus a 90-day first year free license of the “Norton AntiVirus Plus” (the “**Product**”) valued at \$7.50 or a discount code for the same value of \$7.50 to be applied toward the purchase of another Norton product.

**Option 2:**

- (2)(a) For the Class Members who had a licence for less than 3 years during the Class Period: a 180-day first year free license of the **Product** valued at \$15 or a discount code for the same value of \$15 to be applied toward the purchase of **another Norton product**, and NO cash.
- (2)(b) For the Class Members who had a licence for 3 years or more during the Class Period: a 365-day first year free license of the **Product** valued at \$30 or discount code for the same value of \$30 to be applied toward the purchase of **another Norton product**, and NO cash.

In regard to the above, any discount codes or free licenses shall be specified to be non-refundable and non-cash convertible, and shall not be publicly disclosed or distributed. . The discount codes will have no expiration date.

3. Class Members who opt for Option 1 and who no longer have an account with Gen Digital will receive the \$5 by cheque (or alternative form of payment suggested by the Administrator).
4. Class Members who opt for Option 1 and who are current customers of Gen Digital will receive the \$5 as a reimbursement on their credit card associated with the account, assuming the information is still valid, and otherwise by cheque (or alternative form of payment suggested by the Administrator).
5. Class Members who are current customers of Gen Digital and who do not opt for Option (1) will automatically receive Option (2). The discount code will be sent to their last known email address associated with their account.
6. Class Members who are former customers of Gen Digital will have to provide the Administrator an email address to which they wish to receive the discount code.
7. To the extent any Class Members opt for Option 2 instead of Option 1, a portion of the \$6 million cash will be undistributed following the first round. Any undistributed portion of the \$6 million shall be distributed in a second round as follows:

- a. Class Members who selected Option 1 and held licenses for a period of two years or more, shall receive additional cash payments *pro rata*, up to a maximum of \$5 for each full year license purchased during the Class Period;
- b. If any balance remains following the distribution in Article 7a), 47% (565,000 / 1.2 million) of any balance remaining will be deemed attributable to the Quebec Class Action as a reliquat, and 53% (640,000/1.2 million) of the balance remaining will be deemed attributable to the Ontario Class Action, such that the respective balances will be paid:
  - i. In Quebec, to the *Fonds d'aide aux actions collectives* in Quebec in accordance with the *Regulation respecting the percentage withheld by the Fonds d'aide* and any remaining balance will be paid to a non-profit organization to be mutually agreed upon by the parties.
  - ii. In Ontario, to the Law Foundation of Ontario.

#### Legal fees

8. In addition to the compensation to the Class Members as set forth above, Gen Digital shall also pay \$5,040,000 plus applicable taxes, representing the class counsel fees for which approval of the Courts in the Actions will be sought. Following approval of the Settlement and class counsel fees and disbursements, invoices with sales tax numbers will be issued to Gen Digital by both class counsel (Quebec and Ontario). Class counsel agree to give reasonable assistance to Gen Digital for any necessary tax filings.

#### Costs/ disbursements

9. Class counsel's costs/disbursements in the Actions (estimated at \$200,000 in the Quebec Action and at \$172,000 in the Ontario Action) will be borne by Gen Digital. Reasonable evidence of the class counsel's costs/disbursements will be provided to Gen Digital as Gen Digital may request.
10. In addition, Gen Digital will pay administration costs of the Administrator, which costs the parties currently estimate at \$200,000. The parties will agree on Settlement terms favoring administrative simplicity and limiting administrative costs. The parties will jointly determine the administration process as well as the mode of distribution of the notices, the costs of which will also be paid by Gen Digital for an estimated cost of \$50,000.
11. Based on the foregoing, the parties agree that class counsel may present the value of the Settlement as follows:
  - a. \$6 million of cash;
  - b. At least approximately \$18 million of free licenses of the Product or discount codes (assuming, 1.2 million members X average of \$15 value = \$18 million).

- c. \$5,040,000 of class counsel fees plus applicable taxes;
- d. Approximately \$622,000 in costs/disbursements, including expert costs, notice costs, and the costs of the Administrator, and applicable taxes.

Additional conditions:

- 12. The Settlement agreement to be presented to the Courts for approval shall include the following clauses in language acceptable to Gen Digital:
  - a. Pursuant to Quebec law, including case law, the issuance or remittance of the free licenses/ discount codes to the Class Members, or the fact that a portion of free licenses/ discount codes may be undistributed, unredeemed, unused or unclaimed, shall not give rise to a balance or surplus from which the *Fonds d'aide aux actions collectives* may claim a portion by virtue of the *Act respecting the Fonds d'aide aux actions collectives* and its *Regulation respecting the percentage withheld by the Fonds d'aide*, and that the absence of such a balance is a principal consideration for Gen Digital's consent to the Settlement. In the event that the Quebec Superior Court determines that the *Fonds d'aide aux actions collectives* is entitled to a portion of a balance or surplus relating to the free licenses/ discount codes, or if the cash value of the Settlement exceeds the amounts provided for in Articles 11 a) and 11 c) above, either party shall have the right terminate the Settlement agreement that will be presented to the Courts for approval. In such case, the parties will be restored to the position they were in prior to the Settlement and the trial will be scheduled as soon as possible.
  - b. The Settlement agreement is conditional upon approval by both Courts.
  - c. There is no finding of liability and liability is denied by GenDigital in the Actions.
  - d. Gen Digital shall receive from Class Members a full and final release of all claims against Gen Digital and related parties that were asserted or could have been asserted by Class Members in both actions.
  - e. Subject to any order of the Courts with respect to notice to Class Members, no press will be issued with respect to the Settlement, unless agreed to by Gen Digital in writing.
  - f. The Settlement will be governed by the laws of Quebec for the Quebec Class Members and the laws of Ontario for the Ontario Class Members.
  - g. The Quebec and Ontario Plaintiffs will prepare and file in their respective jurisdiction a motion to have the Settlement and class counsel fees approved by the Courts.

- h. Other standard terms of settlement documentation will be included in the Settlement agreement.

On September 15, 2023

*Norton Rose Fulbright  
Canada LLP*

---

**Norton Rose Fulbright Canada LLP, for**  
Gen Digital Inc. fka Symantec Corporation

On September 15, 2023

*Kugler Kandestin LLP*

---

**Kugler Kandestin LLP, for**  
Michel Carrière

On September 15, 2023

*JA*

---

**Investigation Counsel PC, for**  
Ryan Lawrence and Florence Fazari



**SCHEDULE “B”**  
**SUPERIOR COURT**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-06-000894-176

DATE: , 2024

---

**BY: THE HONOURABLE DOMINIQUE POULIN, J.S.C.**

---

**MICHEL CARRIÈRE**

Plaintiff

v.

**SYMANTEC CORPORATION**

Defendant

---

**J U D G M E N T**

---

[1] The Plaintiff Michel Carrière is seeking to obtain approval of a settlement entered into with the Defendant Symantec Corporation (“**Symantec**”) and permission to disseminate a notice of settlement approval hearing to the class (the “**Pre-Approval Notice**”).

**INTRODUCTION**

[2] On November 15, 2018, Michel Carrière filed a *Re-Amended Application for Authorization to Institute a Class Action* against Symantec (now Gen Digital Inc.)

[3] On April 16, 2019, this class action was authorized by judgment of the Honourable François P. Duprat, on behalf of the following class:

All natural persons resident in Quebec at the time they purchased and/or licensed, for purposes other than their business, any of the following products: Norton™ Antivirus, Norton™ Internet Security, Norton™ Security, Norton™ Security with Backup, Norton 360™ or Norton™ One (the “**Norton Products**”), at any time between July 24, 2010 and June 27, 2016.

(the “**Quebec Class**” or “**Quebec Class Members**”)

- [4] A similar class action was commenced against the Defendant in the Province of Ontario (the “**Ontario Class Action**”).<sup>1</sup>
- [5] In December 2023, the Parties reached a settlement agreement (the “**Settlement Agreement**” – l’«**Entente de Règlement**»),<sup>2</sup> to fully and finally settle all claims asserted against the Defendant in relation to both the class action in this case and the Ontario Class Action.
- [6] The Plaintiff and the Defendant have agreed to the terms of the Settlement Agreement, the whole subject to the approval of this Court, and without any admission of liability whatsoever by the Defendant and for the sole purpose of resolving the dispute between them.

### CLASS NOTICE

- [7] The Pre-Approval Notice will be published in accordance with the Notice Program as outlined in Schedule “F” of the Settlement Agreement.<sup>3</sup>
- [8] The Pre-Approval Notice shall be in a form substantially as provided in Schedule “D” of the Settlement Agreement.

### POUR CES MOTIFS, LE TRIBUNAL :

- [9] **ACCUEILLE** la présente Demande;
- [10] **DÉCLARE** que, pour l’application du présent jugement, les définitions contenues dans l’Entente de Règlement (Pièce R-1), s’appliquent et y sont incorporées par renvoi;
- [11] **ORDONNE** que l’audition de la Demande d’approbation de l’Entente de Règlement sera entendue le 28 février 2024 à Montréal, en salle X du palais de justice de Montréal, situé au 1, rue Notre-Dame Est (l’« **Audience d’Approbation** »), où le Tribunal devra décider :
- a) s’il convient d’approuver l’Entente de Règlement comme étant juste, raisonnable et dans le meilleur intérêt des Membres du Groupe;
  - b) si la demande des Procureurs du Groupe relativement à leurs honoraires, déboursés et taxes applicables devrait être accordée; et
  - c) toutes autres questions que le Tribunal

### WHEREFORE, THE COURT:

- [9] **GRANTS** the present Application;
- [10] **DECLARES** that for the purposes of this Judgment, the definitions set out in the Settlement Agreement (Exhibit R-1) shall apply and are incorporated by reference;
- [11] **ORDERS** that the hearing of the Settlement Approval Motion is to be held on February 28, 2024, in room X at the Montreal Courthouse, 1, Notre-Dame Street East (the “**Approval Hearing**”), at which time this Court will be asked to decide:
- a) whether to approve the Settlement Agreement as fair, reasonable and in the best interests of the Class Members;
  - b) whether Class Counsel’s application for fees, disbursements and applicable taxes should be granted; and
  - c) any other matters as the Court may deem appropriate;

<sup>1</sup> Ontario Superior Court of Justice bearing docket number CV-16-562278-00CP.

<sup>2</sup> Exhibit R-1.

<sup>3</sup> Exhibit R-1.

peut juger appropriées;

[12] **APPROUVE** l'Avis de pré-approbation essentiellement en la forme de l'avis se trouvant à l'Annexe « D » de l'Entente de Règlement (Pièce R-1);

[12] **APPROVES** the Pre-Approval Notice in the form as set forth within Schedule "D" to the Settlement Agreement (Exhibit R-1);

[13] **ORDONNE** que l'Avis de pré-approbation soit publié et diffusé essentiellement en conformité avec le Plan de Diffusion se trouvant à l'Annexe « F » de l'Entente de Règlement (Pièce R-1);

[13] **ORDERS** that the Pre-Approval Notice shall be published and disseminated substantially in accordance with the Notice Program as set forth within Schedule "F" to the Settlement Agreement (Exhibit R-1);

[14] **ORDONNE** que la date et l'heure pour la tenue de l'audition de la Demande d'approbation de l'Entente de Règlement soient indiquées dans l'Avis de pré-approbation, bien qu'elles puissent être reportées par le Tribunal sans autre avis signifié aux Membres du Groupe, exception faite de l'avis qui sera affiché sur le site web du Règlement (le « site web du Règlement »);

[14] **ORDERS** that the date and time of the hearing of the Settlement Approval Motion shall be set forth in the Pre-Approval Notice, but may be subject to adjournment by the Court without further publication notice to the Class Members other than such notice which will be posted on the settlement website (the "**Settlement Website**");

[15] **APPROUVE** la nomination de RicePoint Administration Inc. à titre d'Administrateur des réclamations aux fins de gérer le Plan de diffusion et remplir les autres fonctions, rôles et responsabilités de l'Administrateur des réclamations prévues dans l'Entente de Règlement, sujet aux termes et conditions de l'Entente de Règlement, incluant toutes ordonnances future de cette Cour et sujet à révision par le Tribunal lors de Audience d'Approbation;

[15] **APPROVES** RicePoint Administration Inc. as Claims Administrator to carry out the Notice Program and to carry out the other functions, roles and responsibilities of the Claims Administrator contemplated in the Settlement Agreement, subject always to the terms and conditions of the Settlement Agreement, including the further Orders of this Court, including the revision of this approval at the Approval Hearing;

[16] **ORDONNE** aux membres du groupe du Québec de soumettre leurs objections écrites à l'approbation de l'Entente de Règlement avant le délai énoncé dans l'Avis de pré-approbation aux Procureurs du Groupe, qui devront produire ces objections au Tribunal avant l'Audition d'approbation. Les membres du groupe du Québec (ou leur procureur) qui ne produiront pas d'objection écrite et indiqueront qu'ils (ou leur procureur) ont l'intention de se présenter à l'Audition d'approbation ne pourront se présenter et soulever une objection à l'Audition d'approbation, sujet à la discrétion du tribunal;

[16] **ORDERS** that Quebec Settlement Class Members may submit written objections to the approval of the Settlement Agreement before the deadline set out in the Pre-Approval Notice to Class Counsels who shall file all such objections with the Court prior to the Approval Hearing. Quebec Settlement Class Members (or their counsel) who do not file a written objection and indicate that they (or their counsel) intend to appear at the Approval Hearing may not be entitled to appear and raise any objection at the Approval Hearing, at the Court's discretion;

[17] **ORDONNE** qu'un exemplaire du présent jugement soit affiché sur le site web des Procureurs du Groupe; [17] **ORDERS** that a copy of this Judgment be posted on Class Counsel's website;

[18] **DÉCLARE** que, dans l'éventualité où l'Entente de Règlement est résiliée suivant ses termes, sans restreindre l'application des dispositions de l'Entente de Règlement: [18] **DECLARES** that if the Settlement Agreement is terminated in accordance with its terms, then, without restricting the application of the provisions of the Settlement Agreement:

- a) les ordonnances incluses dans le présent jugement seront écartées et n'auront plus aucun effet, sans préjudice aux droits des parties; a) the Orders included in the present Judgment shall be set aside and be of no further force or effect and without prejudice to any party; and
- b) toutes les négociations, les déclarations et les procédures liées à l'Entente de Règlement seront réputées être sans préjudice aux droits des parties au Québec et les parties seront réputées être replacées dans leurs positions respectives au Québec, immédiatement avant la signature de l'Entente de Règlement. b) all negotiations, statements and proceedings relating to the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties with respect to Quebec, and the Parties shall be deemed to be restored to their respective positions with respect to Quebec existing immediately before the Settlement Agreement.

**LE TOUT, SANS FRAIS.**

**THE WHOLE, WITHOUT COSTS.**

---

DOMINIQUE POULIN, J.S.C.

Me Pierre Boivin  
Me Robert Kugler  
KUGLER KANDESTIN LLP  
Attorneys for the Plaintiff

Me Maya Angenot  
Me Claudia Déry  
NORTON ROSE FULBRIGHT CANADA LLP  
Attorneys for the Defendant

Date of hearing: February 28, 2024

**SCHEDULE "C"**

Court File No. CV-16-562278-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE  
JUSTICE MORGAN

)  
)  
)

\_\_\_\_\_, THE \_\_\_\_  
DAY OF JANUARY, 2024

BETWEEN:

**RYAN LAWRENCE AND FLORENCE FAZARI**

Plaintiffs

— and —

**SYMANTEC CORPORATION**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**DRAFT ORDER  
(Approval of Notice)**

**THIS MOTION** made by the Plaintiffs, on consent, for an order approving the form, content, and method of dissemination of notice of a pending settlement approval hearing as set out in the Notice Program was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the letter from Plaintiffs' counsel dated • and the settlement agreement dated January 11, 2024 attached to this Order as **Appendix "A"** (the "**Settlement Agreement**");

**AND ON BEING ADVISED** that the Defendant consents to this Order, without any admission of liability by the Defendant whatsoever:

1. **THIS COURT ORDERS** that, unless otherwise defined, all capitalized terms in this Order have the same meaning as defined in the Settlement Agreement.

**Notice of Settlement Approval Hearing**

2. **THIS COURT ORDERS** that the form and content of the Pre-Approval Notice, substantially in the form attached as Schedule “E” of the Settlement Agreement is approved.

3. **THIS COURT ORDERS** that the Notice Program as described in Schedule “G” of the Settlement Agreement is approved.

4. **THIS COURT ORDERS** that the Pre-Approval Notice shall be disseminated in accordance with the Notice Program on or before **[X], 2024**.

5. **THIS COURT ORDERS** that RicePoint Administration Inc. is hereby appointed as the Claims Administrator.

**Privacy Laws and Disclosure of Personal Information**

6. **THIS COURT ORDERS AND DECLARES** that this Order is an order compelling the production of information by the Defendant within the meaning of applicable privacy laws, including that it satisfies the requirements of section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.

**Objections**

7. **THIS COURT ORDERS** that any persons wishing to object to the proposed settlement shall deliver an objection on or before **[X], 2024** (the “**Objection Deadline**”) to Class Counsel.

**Approval Hearing**

8. **THIS COURT ORDERS** that the hearing for settlement approval and approval of class counsel fees in this matter shall take place on [X] by videoconference.

---

THE HONOURABLE JUSTICE MORGAN

**RYAN LAWRENCE and FLORENCE FAZARI**

v.

**SYMANTEC CORPORATION**

Plaintiffs

Defendant

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceedings Under the *Class Proceedings Act, 1992*

Proceeding Commenced at Toronto

**ORDER  
(Approval of Notice)**

**INVESTIGATION COUNSEL P.C.**  
Barristers & Investigation Consultants  
350 Bay Street, Suite 1100  
Toronto ON M5H 2S6

**John Archibald (LSUC#: 48221L)**  
Tel: (416) 637-3152  
Fax: (416) 637-3445  
Email: [jarchibald@investigationcounsel.com](mailto:jarchibald@investigationcounsel.com)

Lawyers for the Plaintiffs



## SCHEDULE “D”

### NOTICE OF HEARING FOR THE APPROVAL OF A SETTLEMENT IN THE QUEBEC CLASS ACTION AGAINST SYMANTEC CORPORATION.

*Carrière v. Symantec Corporation*  
Court File Docket No. 500-06-000894-176

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

#### PURPOSE OF THIS NOTICE

You are receiving this Notice because you may be part of an authorized class action brought by Michel Carrière (the “**Plaintiff**”) in the Superior Court of Quebec against Symantec Corporation (“**Symantec**”, now Gen Digital Inc. (“**Gen Digital**”) or the “**Defendant**”), bearing Court File No. 500-06-000894-176 (the “**Quebec Class Action**”). The parties have reached a settlement (the “**Settlement**”).

**This notice describes the Settlement in greater detail, including who it applies to, the details of the Settlement, and the process by which Class Members will be compensated. The Settlement must be approved by the Court before it is finalized.**

As a Class Member, you have a right to take part in the approval hearing if you wish. The process for taking part in the approval hearing is set out below.

#### THE QUEBEC CLASS ACTION

The Quebec Class Action alleges that between July 24, 2010 and June 27, 2016 (the “**Class Period**”), certain Norton antivirus products licensed by Symantec (*Norton™ Antivirus, Norton™ Internet Security, Norton™ Security, Norton™ Security with Backup, Norton 360™ or Norton™ One*) (collectively, the “**Norton Products**”) contained security vulnerabilities and design defects during the Class Period which reduced their utility and caused threats to users’ computer systems.

The Class comprises: all natural persons resident in Quebec at the time they purchased and/or licensed, for purposes other than their business, any of the Norton Products at any time during the Class Period.

Symantec denies the allegations in the Quebec Class Action and maintains that none of the Norton Products contained vulnerabilities or design defects that reduced their utility or caused threats to computer systems. The Settlement is a compromise of disputed claims, without any admission of liability, wrongdoing, or fault on the part of the Defendant, or any admission of concessions on the part of the Plaintiff.

A parallel class action for purchasers of the Norton Products in Ontario bearing Court File No. CV-16-562278-00CP (the “**Ontario Class Action**”) has also been settled as part of the Settlement, subject to the approval of the Ontario Superior Court of Justice.

#### TERMS OF THE SETTLEMENT

The detailed terms of the Settlement are set out in the settlement agreement between the parties (the “**Settlement Agreement**”). A copy of it can be found at <https://kklex.com/court-authorizes-class-action-for-defective-norton-products/> or [www.nortonproductsettlement.com](http://www.nortonproductsettlement.com). A copy can

also be obtained by contacting Class Counsel (see page 3 below). This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

Under the Settlement, the Defendant will provide certain benefits to Class Members. Considering the number of Class Members in Québec and Ontario, the benefits that Gen Digital will make available to Class Members, as consideration for the Settlement, are evaluated by Class Counsel at over \$30,000,000, including, but not limited to, the \$6,000,000 cash payment and the monetary value of the Free Licenses and Discount Codes. Each Class Member will be entitled to choose one of the two following options by submitting a Claim:

**Option 1:** a \$5 CAD payment plus either a 90-day free licence of *Norton AntiVirus Plus* (“**Free License**”) valued at \$7.50 CAD or a Discount Code for the value of \$7.50 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

OR

**Option 2:**

- (a) Class Members who had a licence for less than three (3) years during the Class Period: either a 180-day Free Licence valued at \$15 CAD or a Discount Code for the value of \$15 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.
- (b) Class Members who had a licence for three (3) years or more during the Class Period: either a 365-day Free Licence valued at \$30 CAD or a Discount Code for the value of \$30 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

The Defendant will pay \$6,000,000 CAD to establish a fund that will be used to make the \$5 CAD payments to Class Members who choose Option 1 in both the Quebec Class Action and the Ontario Class Action (the “**Settlement Fund**”). If a portion of the Settlement Fund remains unclaimed and undistributed by the Claims Deadline, Class Members who chose Option 1 and who held licences of the Norton Products for two (2) years or more during the Class Period shall receive additional cash payments pro rata, up to a maximum of \$5 CAD for each full year licence purchased during the Class Period.

The Defendant will provide Free Licences or Discount Codes to Class Members ranging from \$7.50 CAD to \$30 CAD depending on the compensation option that a Class Member selects and the length of time for which the Class Member licensed a Norton Product during the Class Period. The Defendant will pay the costs of the administration of the Settlement.

At the hearing of the Application for Approval of the Settlement, Class Counsel will also seek Court approval of their share of the legal fees payable by the Defendant as per the Settlement for their work on this class action over the past seven (7) years.

Specifically, subject to the Court’s approval, Class Counsel in the Ontario and Quebec Class Action will collectively receive \$5,040,000 CAD plus applicable taxes (calculated at the date of payment), over and above the Settlement Benefits paid to Class Members.

In addition, the Defendant will pay \$172,000 CAD to Ontario Class Counsel and \$192,393.92 CAD to Quebec Class Counsel for disbursements, inclusive of taxes. Class Counsel also intends to seek the Courts’ approval of mediation fees totalling \$40,763.22, inclusive of applicable taxes,

to be paid out of the Settlement Fund.

## **HEARING FOR THE APPROVAL OF SETTLEMENT**

The Settlement is subject to Court approval. The Quebec Superior Court will preside a hearing to determine whether it will approve the Settlement on **February 28, 2024, at 9:30 a.m., in room [X]** of the Montréal Courthouse located at 1 Notre-Dame Street East in Montréal and via Teams at this **[link]**. This link will also be posted on class counsel's website at: <https://kklex.com>.

The Plaintiff and Class Counsel strongly recommend approval of the Settlement, being of the view that it is in the best interests of the Class Members.

You do not have to attend the hearing to benefit from the Settlement if it is approved.

However, if you wish to object to the approval of the Settlement or the approval of Class Counsel's fees, you have the right to do so by providing Class Counsel with a signed notice of objection **no later than February 23, 2024**. Any written submissions must include:

- The Court (Quebec Superior Court) and Court Docket Number of the Class Action (500-06-000894-176);
- Your name and contact information;
- A brief statement of the reasons why you object to the Settlement;
- Your email address, if any, associated with the account held with the Defendant for your licence of the Norton Products; and
- Confirmation of whether you intend to attend the Settlement Approval Hearing.

Please note that any written submissions will NOT be confidential, and they will be shared with the Defendant and filed publicly with the Court.

### **For further information**

For more information and to obtain a complete copy of the terms of the Settlement, you can access the following website: <https://kklex.com>. If you have any questions, you can contact class counsel, the law firm Kugler Kandestin LLP, by mail, email or telephone.

**Me Pierre Boivin**  
**Me Robert Kugler**

Kugler Kandestin LLP  
1 Place Ville-Marie, Suite 1170  
Montréal QC H3B 2A7 Canada  
Tel: 514 878-2861  
Fax: 514 875-8424  
Email: [pboivin@kklex.com](mailto:pboivin@kklex.com); [rkugler@kklex.com](mailto:rkugler@kklex.com)  
<https://kklex.com>

**This Notice was approved by the Superior Court of Quebec.**

## SCHEDULE “E”

### NOTICE OF HEARING FOR THE APPROVAL OF A SETTLEMENT IN THE ONTARIO CLASS ACTION AGAINST SYMANTEC CORPORATION.

*Lawrence et al. v. Symantec Corporation*  
Court File Docket No. CV-16-562278-00CP

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

#### PURPOSE OF THIS NOTICE

You are receiving this Notice because you may be part of a certified class action brought by Ryan Lawrence and Florence Fazari (the **Plaintiffs**) against Symantec Corporation (**“Symantec”**, now Gen Digital Inc. (**“Gen Digital”**) or the **“Defendant”**) in the Ontario Superior Court of Justice, bearing Court File No. CV-16-562278-00CP (the **“Ontario Class Action”**). The parties have reached a settlement (the **“Settlement”**).

**This notice describes the Settlement in greater detail, including who it applies to, the details of the Settlement, and the process by which Class Members will be compensated. The Settlement must be approved by the Court before it is finalized.**

As a Class Member, you have a right to take part in the approval hearing if you wish. The process for taking part in the approval hearing is set out below.

#### THE ONTARIO CLASS ACTION

The Ontario Class Action alleges that between July 24, 2010 and June 27, 2016 (the **“Class Period”**), certain Norton antivirus products licensed by Symantec (the Norton™ Antivirus, Norton™ Internet Security, Norton™ Security, Norton™ Security with Backup, Norton 360™ or Norton™ One) (collectively, the **“Norton Products”**) contained security vulnerabilities and design defects which reduced their utility and caused threats to computer systems.

The Class Action includes all individuals who, between July 24, 2010 and June 27, 2016, were located in the province of Ontario and, for personal, family or household purposes, and not for business purposes, (a) purchased or licensed one or more of the Norton Products through the websites [www.norton.com](http://www.norton.com) or [www.symantec.com](http://www.symantec.com), or (b) paid to renew a purchase or license of one or more of the Norton Products through an automatic renewal service provided by Symantec.

Symantec denies the allegations in the Ontario Class Action and maintains that none of the Norton Products contained vulnerabilities or design defects that reduced their utility or caused threats to computer systems. The Settlement is a compromise of disputed claims, without any admission of liability, wrongdoing or fault, on the part of the Defendant, or any admission of concessions on the part of the Plaintiffs.

A parallel class action for purchasers of the Norton Products in Quebec bearing Court

File No. 500-06-000894-176 (the “**Quebec Class Action**”) has also been settled as part of the Settlement, subject to the approval of the Quebec Superior Court.

## **TERMS OF THE SETTLEMENT**

The detailed terms of the Settlement are set out in the settlement agreement between the parties (the “**Settlement Agreement**”). A copy of it can be found at [www.investigationcounsel.com/current-class-actions-2/norton-antivirus-class-action](http://www.investigationcounsel.com/current-class-actions-2/norton-antivirus-class-action) or [www.nortonproductsettlement.com](http://www.nortonproductsettlement.com). A copy can also be obtained by contacting Class Counsel (see page 4). This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

Under the Settlement, the Defendant will provide certain benefits to Class Members. Considering the number of Class Members in Ontario and Quebec, the benefits that Gen Digital will make available to Class Members, as consideration for the Settlement, are evaluated by Class Counsel at over \$30,000,000, including, but not limited to, the \$6,000,000 cash payment and the monetary value of the Free Licenses and Discount Codes. Each Class Member will be entitled to choose one of the two following options by submitting a Claim:

**Option 1:** a \$5 payment plus either a 90-day free licence of *Norton AntiVirus Plus* (“**Free License**”) valued at \$7.50 CAD or a Discount Code for the value of \$7.50 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

OR

**Option 2:**

- (a) Class Members who had a licence for less than three (3) years during the Class Period: either a 180-day Free Licence valued at \$15 CAD or a Discount Code for the value of \$15 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.
- (b) Class Members who had a licence for three (3) years or more during the Class Period: either a 365-day Free Licence valued at \$30 CAD or a Discount Code for the value of \$30 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

The Defendant will pay \$6,000,000 CAD to establish a fund that will be used to make the \$5 CAD payments to Class Members who choose Option 1 in both the Ontario Class Action and the Quebec Class Action (the “**Settlement Fund**”). If a portion of the Settlement Fund remains unclaimed and undistributed by the Claims Deadline, Class Members who chose Option 1 and who held licences of the Norton Products for two (2) years or more during the Class Period shall receive additional cash payments pro rata, up to a maximum of \$5 CAD for each full year licence purchased during the Class Period.

The Defendant will also provide Free Licences or Discount Codes to Class Members with varying values (from \$7.50 CAD to \$30 CAD) depending on the compensation option they select and the length of time for which they had licences for Norton Products during the Class Period. The Defendant will pay the costs of the administration of the Settlement.

At the hearing of the Application for Approval of the Settlement, Class Counsel will also seek Court approval of their share of the legal fees payable by the Defendant as per the Settlement for their work on this class action over the past seven (7) years.

Specifically, subject to the Court's approval, Class Counsel in the Ontario and Quebec Class Action will collectively receive \$5,040,000 CAD plus applicable taxes (calculated at the date of payment), over and above the Settlement Benefits paid to Class Members.

In addition, the Defendant will pay \$172,000 CAD to Ontario Class Counsel and \$192,393.92 CAD to Quebec Class Counsel for disbursements, inclusive of taxes. Class Counsel also intends to seek the Courts' approval of mediation fees totalling \$40,763.22, inclusive of applicable taxes, to be paid out of the Settlement Fund.

## **HEARING FOR APPROVAL OF SETTLEMENT**

The Settlement is subject to Court approval. A motion to approve the Settlement will be heard on [X] at [X] (EST) at [X] by videoconference. Instructions for viewing the hearing remotely will be posted on the website of Class Counsel [www.investigationcounsel.com/current-class-actions-2/norton-antivirus-class-action](http://www.investigationcounsel.com/current-class-actions-2/norton-antivirus-class-action) and on the website of the Claims Administrator [www.nortonproductsettlement.com](http://www.nortonproductsettlement.com).

At the hearing of the motion, the Court will determine whether the terms of the Settlement are fair and reasonable and in the best interests of the Class. The Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable and in the best interests of the Class. If the Court is satisfied with the fairness of the Settlement, it will be approved.

Members of the Class and the public may attend the approval motion hearing, but are not required to do so. Class members are entitled, but not obligated, to express their opinions about the Settlement and whether or not it should be approved at the motion hearing.

If Class members wish to make a written submission to the Court, they must deliver written submissions to Class Counsel at the address below (see page 4), no later than [5 days before settlement approval hearing] so that it can be brought to the attention of the Court and the Parties in advance. Any written submissions must include:

- The Court (Ontario Superior Court) and Court Docket Number of the Class Action (CV-16-562278-00CP);
- Your name and contact information;
- A brief statement of the reasons why you support or oppose the Settlement;
- Your email address, if any, associated with the account held with the Defendant for your licence of the Norton Products; and
- Confirmation of whether you intend to attend the Settlement Approval Hearing.

Please note that any written submissions will NOT be confidential, and they will be shared with the Defendant and filed publicly with the Court.

If, following the hearing, the Settlement is approved, Class Members will receive another notice that will notify them of the Settlement approval, provide information about how they can submit a Claim, and indicate the Claims Deadline.

#### **FOR FURTHER INFORMATION**

For more information and to obtain a complete copy of the terms of the Settlement, you can access the following website: [www.nortonproductsettlement.com](http://www.nortonproductsettlement.com). If you have any questions, you can contact Class Counsel, the law firm Investigation Counsel, by mail, email or telephone:

**Mr. John Archibald**

**Investigation Counsel P.C.**

350 Bay Street, Suite 1100

Toronto ON M5H 2S6

Tel: (416) 637-3152

Fax: (416) 637-3445

Email: [jarchibald@investigationcounsel.com](mailto:jarchibald@investigationcounsel.com)

**This Notice was approved by the Ontario Superior Court of Justice.**

## **SCHEDULE “F”**

### **NOTICE PROGRAM (QUEBEC)**

***Carrière v. Symantec Corporation***  
Court File Docket No. 500-06-000894-176

Subject to Court approval, the dissemination of the Pre-Approval Notice and the Settlement Approval Notice (the “**Notices**”) pursuant to the Settlement Agreement shall be as follows:<sup>1</sup>

#### **CLAIMS ADMINISTRATOR**

RicePoint Administrator Inc. (“**RicePoint**”), acting as Claims Administrator, shall disseminate the Notices in accordance with this Notice Program.

#### **FORM OF NOTICE**

The Notices shall be written in both English and French to inform the Class Members of the date and purposes of the Approval Hearing, the procedure for submitting an Objection to the Settlement, the Settlement Benefits and how to submit a Claim.

The Notices shall include a website address allowing the Class Members to obtain information and communicate with the Claims Administrator, including for purposes of submitting Claim Forms.

The Notices shall be disseminated as agreed to by the Parties and approved by the Courts.

#### **NOTICE PLAN**

RicePoint shall carry out the following steps:

1. Send the Notices (in French and English) by email to the last known email addresses of Class Members in the possession of the Defendant;
2. Establish a website which will contain the Notices, as well as necessary forms, information on hearing dates, deadlines, and contact information for Class Counsel;
3. Establish, maintain and monitor (in French and English) a toll-free telephone line for inquiries by Class Members;
4. Establish, maintain, and monitor (in French and English) a dedicated email address to which Class Members may direct written inquiries;
5. Establish, maintain and monitor a post office box for receipt of documentation related to the Actions;
6. Create and maintain, for the duration of the Claims process, a database for all communication and contact with Class Members;
7. Publish the Notices in the following newspapers through placing a one-eighth (1/8) page notice in each:

---

<sup>1</sup> Unless otherwise stated, capitalized terms shall have the same meaning as the Settlement Agreement.



- (a) Montreal Gazette (in English);
  - (b) Le Soleil (in French);
  - (c) Journal de Montreal (in French); and
  - (d) La Presse + (in French); and
8. Delete and destroy all personal identifying information of Class Members following a reasonable period of time after the conclusion of the Claims process.

The above steps 1-8 shall be carried out at least 30 days prior to the Approval Hearing.

Quebec Class Counsel shall establish a website which will contain the Notices as well as links to the necessary forms, information on hearing dates, and deadlines. Quebec Class Counsel shall also make available and maintain an email address for Class Members to contact for information and to submit Objections to the Settlement.

#### **LISTS OF CLASS MEMBERS**

Gen Digital will make reasonable efforts to prepare Detailed Lists of all Class Members that include the following information for each Class Member, to the extent available and practicable: name and contact information, province of residence, email address(es), name of Norton Product purchased or licensed, licence number, GUID number, licence activation date, Norton Product installation date, and term (duration) of each licence.

Upon request by Class Counsel, the Detailed Lists shall be made available to Class Counsel and the Plaintiffs' expert, Accuracy Canada Inc. ("**Accuracy**"), for review and inspection to verify their contents. Accuracy and Class Counsel shall maintain the Detailed Lists in confidence, use them only for the purposes of verifying the contents of the Detailed Lists pursuant to this paragraph and shall delete the Detailed Lists promptly once Accuracy has completed its review and verification. Accuracy's review of the Detailed Lists will form part of the administration costs payable by Gen Digital as part of the Settlement Agreement. Accuracy fees shall not exceed the amount of \$10,000 CAD.

## **SCHEDULE “G”**

### **NOTICE PROGRAM (ONTARIO)**

#### ***Lawrence et al. v. Symantec Corporation***

Court File Docket No. CV-16-562278-00CP

Subject to Court approval, the dissemination of the Pre-Approval Notice and the Settlement Approval Notice (the “**Notices**”) pursuant to the Settlement Agreement shall be as follows:<sup>1</sup>

#### **CLAIMS ADMINISTRATOR**

RicePoint Administrator Inc. (“**RicePoint**”), acting as Claims Administrator, shall disseminate the Notices in accordance with this Notice Program.

#### **FORM OF NOTICE**

The Notices shall be written in both English and French to inform the Class Members of the date and purposes of the Approval Hearing, the procedure for submitting an Objection to the Settlement, the Settlement Benefits and how to submit a Claim.

The Notices shall include a website address allowing the Class Members to obtain information and communicate with the Claims Administrator, including for purposes of submitting Claim Forms.

The Notices shall be disseminated as agreed to by the Parties and approved by the Courts.

#### **NOTICE PLAN**

RicePoint shall carry out the following steps:

1. Send the Notices (in French and English) by email to the last known email addresses of Class Members in the possession of the Defendant;
2. Establish a website which will contain the Notices, as well as necessary forms, information on hearing dates, deadlines, and contact information for Class Counsel;
3. Establish, maintain and monitor (in French and English) a toll-free telephone line for inquiries by Class Members;
4. Establish, maintain, and monitor (in French and English) a dedicated email address to which Class Members may direct written inquiries;
5. Establish, maintain and monitor a post office box for receipt of documentation related to the Actions;
6. Create and maintain, for the duration of the Claims process, a database for all communication and contact with Class Members; and

---

<sup>1</sup> Unless otherwise stated, capitalized terms shall have the same meaning as the Settlement Agreement.

7. Delete and destroy all personal identifying information of Class Members following a reasonable period of time after the conclusion of the Claims process.

The above steps 1-7 shall be carried out at least 30 days prior to the Approval Hearing.

Ontario Class Counsel shall establish a website which will contain the Notices as well as links to the necessary forms, information on hearing dates, and deadlines. Ontario Class Counsel shall also make available and maintain an email address for Class Members to contact for information and to submit Objections to the Settlement.

### **LISTS OF CLASS MEMBERS**

Gen Digital will make reasonable efforts to prepare Detailed Lists of all Class Members that include the following information for each Class Member, to the extent available and practicable: name and contact information, province of residence, email address(es), name of Norton Product purchased or licensed, licence number, GUID number, licence activation date, Norton Product installation date, and term (duration) of each licence.

Upon request by Class Counsel, the Detailed Lists shall be made available to Class Counsel and the Plaintiffs' expert, Accuracy Canada Inc. ("**Accuracy**"), for review and inspection to verify their contents. Accuracy and Class Counsel shall maintain the Detailed Lists in confidence, use them only for the purposes of verifying the contents of the Detailed Lists pursuant to this paragraph and shall delete the Detailed Lists promptly once Accuracy has completed its review and verification. Accuracy's review of the Detailed Lists will form part of the administration costs payable by Gen Digital as part of the Settlement Agreement. Accuracy fees shall not exceed the amount of \$10,000 CAD.

**SCHEDULE “H”**

Court File No. CV-16-562278-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_, THE \_\_\_\_  
JUSTICE MORGAN )  
 ) DAY OF \_\_\_\_, 2024  
 )

BETWEEN:

**RYAN LAWRENCE AND FLORENCE FAZARI**

Plaintiffs

— and —

**SYMANTEC CORPORATION**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**DRAFT ORDER  
(Approval of Settlement)**

**THIS MOTION** made by the Plaintiffs, on consent, for an order (i) approving the settlement of this action pursuant to section 29 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as it read prior to October 1, 2020, (the “**CPA**”), and in accordance with the terms of the settlement agreement dated January 11, 2024 attached to this Order as **Appendix “A”** (the “**Settlement Agreement**”); (ii) dismissing this action against the Defendant, and (iii) approving the payment of legal fees and disbursements of Investigation Counsel P.C. (“**Class Counsel**”), was heard this day at 330 University Ave, Toronto, Ontario.

**ON READING** the motion record of the Plaintiffs, including the Settlement Agreement and the facts and briefs of authorities of the Plaintiffs filed, and on hearing the submissions of counsel for the Plaintiffs and for the Defendant;

**AND ON BEING ADVISED** that the Law Foundation of Ontario has consented to accept any *cy-près* award in accordance with the Settlement Agreement;

**AND ON BEING ADVISED** that the deadline for objecting to the Settlement Agreement has passed and there have been [X] written objections to the Settlement Agreement:

1. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement at Appendix “1” is incorporated by reference into this Order and that unless otherwise defined in this Order, capitalized terms in this Order shall have the meanings set out in the Settlement Agreement.

2. **THIS COURT ORDERS** that this Order is binding upon each member of the 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* are dispensed with in respect of this Proceeding.

3. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Class.

4. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *CPA* and shall be implemented in accordance with its terms.

5. **THIS COURT ORDERS** that RicePoint Administration Inc. (the “**Claims Administrator**”) be appointed to implement the terms of the Settlement Agreement.

6. **THIS COURT ORDERS** that the Class shall be provided with notice of the approval of the Settlement Agreement by:

- a. Email (in French and English) to the last known email addresses of Class Members in the possession of the Defendant;
- b. the publication (in French and English) by Class Counsel on their website; and

- c. the publication (in English and French) by the Claims Administrator on the website ([www.nortonproductsettlement.com](http://www.nortonproductsettlement.com)) and ([www.règlementproduitnorton.com](http://www.règlementproduitnorton.com)).

7. **THIS COURT ORDERS** that if an individual disagrees with the determination by the Claims Administrator regarding their membership in the Class or the amount of their entitlement as per the Settlement Agreement, and the Claims Administrator cannot resolve the disagreement through clarification or re-assessment, such dispute shall be submitted to Class Counsel and Counsel for Gen Digital for resolution and, if no resolution is reached, Class Counsel or Counsel for Gen Digital may submit the matter to the Court. If the issues or disputes are not resolved, or not otherwise submitted to the Court, the decision of the Claims Administrator as to the validity of the Claims will be upheld.

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

9. **THIS COURT ORDERS** that, for the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Defendant attorns 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.

10. **THIS COURT ORDERS** that within 90 days of the later of this Order or the Settlement Approval Order of the Quebec Superior Court, the Defendant shall pay \$6,000,000 CAD, less the amount of any Reimbursements, to an interest-bearing Trust Account under the control of the Claims Administrator in accordance with the Settlement Agreement.

11. **THIS COURT ORDERS** that if any amount is remaining from the Settlement Amount following the distribution and the payment of any taxes on account of interest earned in the Trust Account, such amount shall be paid on a *cy-près* basis to the Law Foundation of Ontario in accordance with paragraph 37 of the Settlement Agreement.

12. **THIS COURT ORDERS** that the Settlement Approval Notice attached hereto as Appendix "2" is approved.

13. **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 motions made on notice.

14. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the Superior Court of Quebec, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Superior Court of Quebec.

15. **THIS COURT ORDERS** that the retainer agreement entered into by the Plaintiffs and Class Counsel dated [X] is approved.

16. **THIS COURT ORDERS** that the fees plus applicable taxes of Class Counsel are approved.

17. **THIS COURT ORDERS** that the disbursements plus interest and applicable taxes of Class Counsel are approved.

18. **THIS COURT ORDERS** that payment of legal fees in the amount of \$[X], plus HST in the amount of \$[X], and disbursements of \$[X] (inclusive of applicable taxes) to Class Counsel is hereby approved.

19. **THIS COURT ORDERS** that, upon the Effective Date, the Ontario Class Action is hereby dismissed against the Defendant, without costs and with prejudice.

---

THE HONOURABLE JUSTICE MORGAN



**RYAN LAWRENCE and FLORENCE FAZARI**

v.

**SYMANTEC CORPORATION**

Plaintiffs

Defendant

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceedings Under the *Class Proceedings Act, 1992*

Proceeding Commenced at Toronto

**ORDER  
(Approval of Settlement)**

**INVESTIGATION COUNSEL P.C.**  
Barristers & Investigation Consultants  
350 Bay Street, Suite 1100  
Toronto ON M5H 2S6

**John Archibald (LSUC#: 48221L)**  
Tel: (416) 637-3152  
Fax: (416) 637-3445  
Email: [jarchibald@investigationcounsel.com](mailto:jarchibald@investigationcounsel.com)

Lawyers for the Plaintiffs

## Start Your Claim

Did you receive an email providing you a claim ID and PIN to file a claim?

If you received this email with the claim ID and PIN, click YES.

If you did not an email with a claim ID and PIN, click NO.

**YES**

**NO**

## Please Select Claim Type

To be eligible for compensation from the Norton Products Class Action Settlement you must be a resident of either the Province of Quebec or the Province of Ontario. Please indicate your residency to proceed with filing your claim.

**QUEBEC RESIDENT**

**ONTARIO RESIDENT**

If you received a letter with login information, please press the back button and select 'YES'. Using your login information will allow you to rely on pre-populated purchase information and reduce the time needed to process your claim.

## End User Claim Form



### NORTON PRODUCTS CLASS ACTION SETTLEMENT - QUEBEC

**IF YOU WERE A QUEBEC RESIDENT WHO PURCHASED OR LICENCED ANY OF THE FOLLOWING PRODUCTS FOR PURPOSES OTHER THAN YOUR BUSINESS BETWEEN JULY 24, 2010 AND JUNE 27, 2016, YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS.**

**Norton Products** covered by this Settlement:

- Norton™ Antivirus
- Norton™ Internet Security
- Norton™ Security
- Norton™ Security with Backup
- Norton 360™
- Norton™ One

#### CONTACT INFORMATION

---

FIRST NAME

LAST NAME

TELEPHONE

**TELEPHONE****EMAIL****CONFIRM EMAIL ADDRESS****MAILING ADDRESS**

---

 PLEASE CHECK IF A NON-CANADIAN ADDRESS**ADDRESS 1****ADDRESS 2****CITY****PROVINCE/TERRITORY****POSTAL CODE**[← PREVIOUS](#)[CONTINUE →](#)

# End User Claim Form



## CLAIMANT VERIFICATION INFORMATION

---

1) Were you a resident of Quebec between July 24, 2010 and June 27, 2016?

YES  NO

2) Did you purchase or licence one or more of the **Norton Product(s)** between July 24, 2010 and June 27, 2016?

YES  NO

3) Did you purchase the **Norton Product(s)** between July 24, 2010 and June 27, 2016 for purposes other than your business?

YES  NO

← PREVIOUS

CONTINUE →

## End User Claim Form



### CLAIMANT VERIFICATION INFORMATION CONT.

4) Between July 24, 2010 and June 27, 2016, how long did you have a licence of a **Norton Product(s)** for?

- LESS THAN 3 YEARS  
 MORE THAN 3 YEARS

Please indicate how you prefer to receive your Settlement Benefits by selecting one of the three options listed below.

**Option 1: You will receive a payment of \$5.00 CAD in addition to a 90-day Free License valued at \$7.50 or a Discount Code for the value of \$7.50 to be applied towards the purchase of another Norton brand product sold by Gen Digital.**

**Option 2a: Provides you a 365-day Free License valued at \$30.00.**

**Option 2b: Provides you a Discount Code for the value of \$30.00 to be applied toward the purchase of another Norton brand product sold by Gen Digital.**

- OPTION 1  
 OPTION 2A  
 OPTION 2B

← PREVIOUS

CONTINUE →

## End User Claim Form



### PAYMENT INFORMATION

Payments for those who selected Option 1 will be issued by Electronic Interac Email Transfer, please indicate the following information.

Etransfer Email Address:

Confirm Email Address:

**SECURITY QUESTION: PLEASE INDICATE YOUR BIRTH MONTH FROM THE DROPDOWN LIST PROVIDED**

- OR -

I would like to receive payment via check to the mailing address previously provided.

[← PREVIOUS](#)[CONTINUE →](#)



## End User Claim Form



### DECLARATION

- I understand that by submitting this claim I am authorizing the Claims Administrator to contact me or my representative as the Claims Administrator deems appropriate for more information and/or to audit this claim.
- I solemnly declare that all of the facts alleged in this Claim Form in support of my Claims are true, including my residence in Quebec during the Class Period, my status as a purchaser of the **Norton Product(s)** and the number of products purchased during the Class Period, as the case may be. I understand and accept that knowingly providing false information or making misrepresentations could constitute civil or criminal fraud for which I may be held liable at law and be in violation of judgments rendered by the Superior Court of Quebec.

AGREE AND SUBMIT

← PREVIOUS

## Claim Submitted

**Your claim has been submitted. Your Claim ID is: SLQ-12345678-9**

Please save a copy of your Claim ID and include in all future correspondence with the Claims Administrator.

To ensure you receive emails from the Claims Administrator (RicePoint) in the future, add [DoNotReply@RicePoint.com](mailto:DoNotReply@RicePoint.com) to your safe sender list. You can find instructions for your particular email provider online. Otherwise, please monitor your spam/junk email folders and the settlement website for updates.

## Start Your Claim

Did you receive an email providing you a claim ID and PIN to file a claim?

If you received this email with the claim ID and PIN, click YES.

If you did not an email with a claim ID and PIN, click NO.

**YES**

**NO**

## Please Select Claim Type

To be eligible for compensation from the Norton Products Class Action Settlement you must be a resident of either the Province of Quebec or the Province of Ontario. Please indicate your residency to proceed with filing your claim.

**QUEBEC RESIDENT**

**ONTARIO RESIDENT**

If you received a letter with login information, please press the back button and select 'YES'. Using your login information will allow you to rely on pre-populated purchase information and reduce the time needed to process your claim.

## End User Claim Form



### NORTON PRODUCTS CLASS ACTION SETTLEMENT - QUEBEC

**IF YOU WERE A QUEBEC RESIDENT WHO PURCHASED OR LICENCED ANY OF THE FOLLOWING PRODUCTS FOR PURPOSES OTHER THAN YOUR BUSINESS BETWEEN JULY 24, 2010 AND JUNE 27, 2016, YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS.**

**Norton Products** covered by this Settlement:

- Norton™ Antivirus
- Norton™ Internet Security
- Norton™ Security
- Norton™ Security with Backup
- Norton 360™
- Norton™ One

#### CONTACT INFORMATION

---

FIRST NAME

Jane

LAST NAME

Doe

TELEPHONE

(123) 456-7890

**TELEPHONE****EMAIL****CONFIRM EMAIL ADDRESS****MAILING ADDRESS**

---

 PLEASE CHECK IF A NON-CANADIAN ADDRESS**ADDRESS 1****ADDRESS 2****CITY****PROVINCE/TERRITORY****POSTAL CODE**[← PREVIOUS](#)[CONTINUE →](#)

# End User Claim Form



## CLAIMANT VERIFICATION INFORMATION

---

1) Were you a resident of Quebec between July 24, 2010 and June 27, 2016?

YES  NO

2) Did you purchase or licence one or more of the **Norton Product(s)** between July 24, 2010 and June 27, 2016?

YES  NO

3) Did you purchase the **Norton Product(s)** between July 24, 2010 and June 27, 2016 for purposes other than your business?

YES  NO

← PREVIOUS

CONTINUE →

## End User Claim Form



### CLAIMANT VERIFICATION INFORMATION CONT.

4) Between July 24, 2010 and June 27, 2016, how long did you have a licence of a **Norton Product(s)** for?

- LESS THAN 3 YEARS  
 MORE THAN 3 YEARS

Please indicate how you prefer to receive your Settlement Benefits by selecting one of the three options listed below.

**Option 1: You will receive a payment of \$5.00 CAD in addition to a 90-day Free License valued at \$7.50 or a Discount Code for the value of \$7.50 to be applied towards the purchase of another Norton brand product sold by Gen Digital.**

**Option 2a: Provides you a 365-day Free License valued at \$30.00.**

**Option 2b: Provides you a Discount Code for the value of \$30.00 to be applied toward the purchase of another Norton brand product sold by Gen Digital.**

- OPTION 1  
 OPTION 2A  
 OPTION 2B

← PREVIOUS

CONTINUE →



## End User Claim Form



### PAYMENT INFORMATION

Payments for those who selected Option 1 will be issued by Electronic Interac Email Transfer, please indicate the following information.

Etransfer Email Address:

Confirm Email Address:

**SECURITY QUESTION: PLEASE INDICATE YOUR BIRTH MONTH FROM THE DROPDOWN LIST PROVIDED**

- OR -

I would like to receive payment via check to the mailing address previously provided.

[← PREVIOUS](#)[CONTINUE →](#)

## End User Claim Form



### DECLARATION

- I understand that by submitting this claim I am authorizing the Claims Administrator to contact me or my representative as the Claims Administrator deems appropriate for more information and/or to audit this claim.
- I solemnly declare that all of the facts alleged in this Claim Form in support of my Claims are true, including my residence in Quebec during the Class Period, my status as a purchaser of the **Norton Product(s)** and the number of products purchased during the Class Period, as the case may be. I understand and accept that knowingly providing false information or making misrepresentations could constitute civil or criminal fraud for which I may be held liable at law and be in violation of judgments rendered by the Superior Court of Quebec.

AGREE AND SUBMIT

← PREVIOUS

## Claim Submitted

**Your claim has been submitted. Your Claim ID is: SLQ-12345678-9**

Please save a copy of your Claim ID and include in all future correspondence with the Claims Administrator.

To ensure you receive emails from the Claims Administrator (RicePoint) in the future, add [DoNotReply@RicePoint.com](mailto:DoNotReply@RicePoint.com) to your safe sender list. You can find instructions for your particular email provider online. Otherwise, please monitor your spam/junk email folders and the settlement website for updates.

## SCHEDULE “K”

### NOTICE OF SETTLEMENT APPROVAL IN THE ONTARIO CLASS ACTION AGAINST SYMANTEC CORPORATION.

*Lawrence et al. v. Symantec Corporation*  
Court File Docket No. CV-16-562278-00CP

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

#### PURPOSE OF THIS NOTICE

You are receiving this Notice because you may be part of a certified class action brought by Ryan Lawrence and Florence Fazari (the **Plaintiffs**) against Symantec Corporation (“**Symantec**”, now Gen Digital Inc. (“**Gen Digital**”) or the “**Defendant**”) in the Ontario Superior Court of Justice, bearing Court File No. CV-16-562278-00CP (the “**Ontario Class Action**”). The parties have reached a settlement (the “**Settlement**”) and the Settlement was approved by the Ontario Superior Court on **[X], 2024**.

**This notice describes the Settlement in greater detail, including who it applies to, the details of the Settlement, and the process by which Class Members will be compensated.**

#### THE ONTARIO CLASS ACTION

The Ontario Class Action alleges that between July 24, 2010 and June 27, 2016 (the “**Class Period**”), certain Norton antivirus products licensed by Symantec (*Norton™ Antivirus, Norton™ Internet Security, Norton™ Security, Norton™ Security with Backup, Norton 360™ or Norton™ One*) (collectively, the “**Norton Products**”) contained security vulnerabilities and design defects which reduced their utility and caused threats to computer systems.

#### TERMS OF THE SETTLEMENT

The detailed terms of the Settlement are set out in the settlement agreement between the parties (the “**Settlement Agreement**”). A copy of it can be found at [www.investigationcounsel.com/current-class-actions-2/norton-antivirus-class-action](http://www.investigationcounsel.com/current-class-actions-2/norton-antivirus-class-action) or [www.nortonproductsettlement.com](http://www.nortonproductsettlement.com). A copy can also be obtained by contacting Class Counsel (see page 4). This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

Under the Settlement, the Defendant will provide certain benefits to Class Members. The Defendant will pay \$6,000,000 CAD to establish a fund that will be used to satisfy claims by Class Members in both the Ontario Class Action and the Quebec Class Action (the “**Settlement Fund**”). Specifically, the Settlement Fund will be used to make the \$5 CAD payments to Class Members in both the Ontario Class Action and the Quebec Class Action who choose to receive compensation in the form of cash or credit card

reimbursement. The Defendant will also provide Free Licences or Discount Codes to Class Members with varying values (from \$7.50 CAD to \$30 CAD) depending on the compensation option they select and the length of time for which they had licences for Norton Products during the Class Period. The Defendant will pay the costs of the administration of the Settlement. Each Class Member will be entitled to choose one of the two following options by submitting a Claim:

**Option 1:** a \$5 payment plus either a 90-day free licence of *Norton AntiVirus Plus* (“**Free License**”) valued at \$7.50 CAD or a Discount Code for the value of \$7.50 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

OR

**Option 2:**

(a) Class Members who had a licence for less than three (3) years during the Class Period: either a 180-day Free Licence valued at \$15 CAD or a Discount Code for the value of \$15 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

(b) Class Members who had a licence for three (3) years or more during the Class Period: either a 365-day Free Licence valued at \$30 CAD or a Discount Code for the value of \$30 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

The Defendant will pay \$6,000,000 CAD to establish a fund that will be used to make the \$5 CAD payments to Class Members who choose Option 1 in the Ontario Class Action and the Quebec Class Action (the “**Settlement Fund**”). If a portion of the Settlement Fund remains unclaimed and undistributed by the Claims Deadline, Class Members who chose Option 1 and who held licences of the Norton Products for two (2) years or more during the Class Period shall receive additional cash payments pro rata, up to a maximum of \$5 for each full year licence purchased during the Class Period.

Class Members who currently have an Account with Gen Digital and who do not submit a Claim Form in accordance with Option 1 shall be deemed to have chosen, and shall automatically receive, Option 2 ((a) or (b))

The Defendant will provide Free Licences or Discount Codes to Class Members ranging from \$7.50 CAD to \$30 CAD depending on the compensation option that a Class Member selects and the length of time for which the Class Member licensed a Norton Product during the Class Period. The Defendant will pay the costs of the administration of the Settlement.

## **SUBMITTING A CLAIM**

Class Members who wish to opt for Option 1 or Class Members who no longer have an Account with Gen Digital or want to provide a different email address to receive their

benefits shall submit a Claim Form with the Claims Administrator, RicePoint Administration Inc. by no later than **[X], 2024** (the “**Claims Deadline**”).

Class Members who do not submit a Claim Form in accordance with Option 1 and currently have an Account with Gen Digital will automatically receive a Discount Code according to Option 2 ((a) or (b), as the case may be), by email to their last known email address associated with their Account.

You can complete a Claim Form by clicking [here](#).

If you do not submit a Claim Form before the Claims Deadline, then you may not receive any payment in respect of this Settlement.

## **YOUR RIGHTS**

If you are part of the Class then you are bound by the Settlement Agreement. As a result, you have released any legal claim that you may have against Symantec for the same subject matter of the Ontario Class Action.

## **FOR FURTHER INFORMATION**

For more information and to obtain a complete copy of the terms of the Settlement, you can access the following website: [www.nortonproductsettlement.com](http://www.nortonproductsettlement.com). If you have any questions, you can contact Class Counsel, the law firm Investigation Counsel, by mail, email or telephone:

**Mr. John Archibald**

**Investigation Counsel P.C.**

350 Bay Street, Suite 1100

Toronto ON M5H 2S6

Tel: (416) 637-3152

Fax: (416) 637-3445

Email: [jarchibald@investigationcounsel.com](mailto:jarchibald@investigationcounsel.com)

**This Notice was approved by the Ontario Superior Court of Justice.**

## SCHEDULE “L”

### NOTICE OF A SETTLEMENT APPROVAL IN THE QUEBEC CLASS ACTION AGAINST SYMANTEC CORPORATION.

***Carrière v. Symantec Corporation***  
Court File Docket No. 500-06-000894-176

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

#### PURPOSE OF THIS NOTICE

You are receiving this Notice because you may be part of an authorized class action brought by Michel Carrière (the “**Plaintiff**”) in the Superior Court of Quebec against Symantec Corporation (“**Symantec**”, now Gen Digital Inc. (“**Gen Digital**”) or the “**Defendant**”), bearing Court File No. 500-06-000894-176 (the “**Quebec Class Action**”). The parties have reached a settlement (the “**Settlement**”) and the Settlement was approved by the Québec Superior Court on **[X]**, 2024.

**This notice describes the Settlement in greater detail, including who it applies to, the details of the Settlement, and the process by which Class Members will be compensated.**

#### THE QUEBEC CLASS ACTION

The Quebec Class Action alleges that between July 24, 2010 and June 27, 2016 (the “**Class Period**”), certain Norton antivirus products licensed by Symantec (*Norton™ Antivirus, Norton™ Internet Security, Norton™ Security, Norton™ Security with Backup, Norton 360™ or Norton™ One*) (collectively, the “**Norton Products**”) contained security vulnerabilities and design defects which reduced their utility and caused threats to computer systems.

The Class comprises: all natural persons resident in Quebec at the time they purchased and/or licensed, for purposes other than their business, any of the Norton Products at any time between July 24, 2010 and June 27, 2016 (the “**Class Period**”).

#### TERMS OF THE SETTLEMENT

The detailed terms of the Settlement are set out in the settlement agreement between the parties (the “**Settlement Agreement**”). A copy of it can be found at <https://kklex.com/court-authorizes-class-action-for-defective-norton-products/> or [www.nortonproductsettlement.com](http://www.nortonproductsettlement.com). A copy can also be obtained by contacting Class Counsel (see page 3). This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

Under the Settlement, the Defendant will provide certain benefits to Class Members. Considering the number of Class Members in Québec and Ontario, the benefits that Gen Digital will make available to Class Members, as consideration for the Settlement, are evaluated by Class Counsel at over \$30,000,000, including, but not limited to, the \$6,000,000 cash payment and the monetary value of the Free Licenses and Discount Codes. Each Class Member will be entitled to choose one of the two following options by submitting a Claim:

**Option 1:** a \$5 CAD payment plus either a 90-day free licence of *Norton AntiVirus Plus* (“**Free License**”) valued at \$7.50 CAD or a Discount Code for the value of \$7.50 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

OR

**Option 2:**

- (a) Class Members who had a licence for less than three (3) years during the Class Period: either a 180-day Free Licence valued at \$15 CAD or a Discount Code for the value of \$15 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.
- (b) Class Members who had a licence for three (3) years or more during the Class Period: either a 365-day Free Licence valued at \$30 CAD or a Discount Code for the value of \$30 CAD to be applied toward the purchase of another Norton brand product sold by Gen Digital.

The Defendant will pay \$6,000,000 CAD to establish a fund that will be used to make the \$5 CAD payments to Class Members who choose Option 1 in the Quebec Class Action and the Ontario Class Action (the “**Settlement Fund**”). If a portion of the Settlement Fund remain unclaimed and undistributed by the Claims Deadline, Class Members who chose Option 1 and who held licences of the Norton Products for two (2) years or more during the Class Period shall receive additional cash payments pro rata, up to a maximum of \$5 CAD for each full year licence purchased during the Class Period.

Class Members who currently have an Account with Gen Digital and who do not submit a Claim Form in accordance with Option 1 shall be deemed to have chosen, and shall automatically receive, Option 2 ((a) or (b)).

The Defendant will provide Free Licences or Discount Codes to Class Members ranging from \$7.50 CAD to \$30 CAD depending on the compensation option that a Class Member selects and the length of time for which the Class Member licensed a Norton Product during the Class Period. The Defendant will pay the costs of the administration of the Settlement.

**SUBMITTING A CLAIM**

Class Members who do not submit a Claim Form in accordance with Option 1 and currently have an Account with Gen Digital will automatically receive a Discount Code according to Option 2 ((a) or (b), as the case may be), by email to their last known email address associated with their Account.

Class Members who wish to opt for Option 1 or Class Members who no longer have an Account with Gen Digital or want to provide a different email address to receive their benefits shall submit a Claim Form with the Claims Administrator, RicePoint Administration Inc. by no later than **[X], 2024** (the “**Claims Deadline**”).

[For email notices] You can complete a Claim Form by clicking [here](#).

[For newspapers notices] You can complete a Claim Form on the Claims Administrator Settlement Website at: [www.nortonproductsettlement.com](http://www.nortonproductsettlement.com).



## **YOUR RIGHTS**

If you are part of the Class then you are bound by the Settlement Agreement. As a result, you have released any legal claim that you may have against Symantec Corporation for the same subject matter of the Québec Class Action.

## **FOR FURTHER INFORMATION**

For more information and to obtain a complete copy of the terms of the Settlement, you can access the following website: <https://kklex.com>. If you have any questions, you can contact class counsel, the law firm Kugler Kandestin LLP, by mail, email or telephone.

**Me Pierre Boivin**  
**Me Robert Kugler**

Kugler Kandestin LLP  
1 Place Ville-Marie, Suite 1170  
Montréal QC H3B 2A7 Canada  
Tel: 514 878-2861  
Fax: 514 875-8424  
Email: [pboivin@kklex.com](mailto:pboivin@kklex.com); [rkugler@kklex.com](mailto:rkugler@kklex.com)  
<https://kklex.com>

**This Notice was approved by the Superior Court of Quebec.**