

**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**

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**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