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Notice of Motion

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

MOTION RECORD OF THE MOVING PARTY
(Certification)

June 9, 2017

Nelligan O'Brien Payne LLP
50 O'Connor, Suite 1500
Ottawa, ON K1P 6L2

Janice B. Payne: LSUC #16307P
Andrew Reinholdt: LSUC #68239K
Karine Dion: LSUC #63361F

Tel: 613-231-8245
Fax: 613-788-3655
Email: janice.payne@nelligan.ca
andrew.reinholdt@nelligan.ca
karine.dion@nelligan.ca

Lawyers for the Plaintiff

TO: **TORYS LLP**
79 Wellington Street West, 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2

Arlen K. Sternberg
Ryan Lax

Tel: 416-865-8203/1-800-505-8679

Fax: 416-865-7380

Email: asternberg@torys.com

rlax@torys.com

Lawyers for the Defendant

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Court File No. 17-71659

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

NOTICE OF MOTION
(Certification)

THE PLAINTIFF will make a motion to the Honourable Mr. Justice Charbonneau on _____ day, the _____ day of _____, 2017, at 10:00 a.m., or as soon after that time as the motion can be heard, at 161 Elgin Street, Ottawa, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally;

THE MOTION IS FOR:

- 1) An Order certifying this action as a class proceeding, and
 - a) amending the Notice of Action issued February 15, 2017 and the Statement of Claim issued March 17, 2017 to reflect the updated description of the Plaintiff class, as set out in paragraph 31 of David Parker's Affidavit sworn June 9, 2017;

- b) describing the Plaintiff class as set out in paragraph 31 of David Parker's Affidavit sworn June 9, 2017
 - c) approving David Parker as the Representative Plaintiff;
 - d) stating the nature of the claims asserted on behalf of the Plaintiff class as set out in the Statement of Claim;
 - e) stating the relief sought by the Plaintiff class as set out in the Statement of Claim;
 - f) setting out the common issues as set out in Annex I attached hereto;
 - g) specifying the manner in which class members may opt out of the class proceeding and a date after which class members may not opt out of the class.
- 2) An Order requiring the Defendant to forthwith provide the lawyers for the representative Plaintiff with the names, addresses and e-mail addresses of all persons falling within the Plaintiff class.
- 3) An Order that the Notice of Certification be mailed by first class mail and by e-mail to each member of the Plaintiff class by the representative Plaintiff, at the expense of the Defendant, the form and content of which notice shall be subject to the approval of the Court.
- 4) Costs of the motion payable forthwith.
- 5) Such further and other Orders as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- (a) The *Class Proceedings Act, 1992*, S.O. 1992, c.6;
- (b) The grounds stated in the Affidavit of David Parker.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the Affidavit of David Parker, sworn June 9, 2017;
2. the Notice of Action and Statement of Claim;
3. Such further and other material as counsel may advise and this Honourable Court may permit.

June 9, 2017

Nelligan O'Brien Payne LLP

50 O'Connor, Suite 1500

Ottawa, ON K1P 6L2

Janice B. Payne: LSUC #16307P

Andrew Reinholdt: LSUC #68239K

Karine Dion: LSUC #63361F

Tel: 613-231-8245

Fax: 613-788-3655

Email: janice.payne@nelligan.ca

andrew.reinholdt@nelligan.ca

karine.dion@nelligan.ca

Lawyers for the Plaintiff

TO: **TORYS LLP**

79 Wellington Street West, 30th Floor

Box 270, TD South Tower

Toronto, ON M5K 1N2

Arlen K. Sternberg

Ryan Lax

Tel: 416-865-8203/1-800-505-8679

Fax: 416-865-7380

Email: asternberg@torys.com

rlax@torys.com

Lawyers for the Defendant

COMMON ISSUES – ANNEX I

1. Does BlackBerry's conduct amount to a termination of the Class Employees' employment?
2. If BlackBerry's conduct amounts to a termination of employment, is the date of termination for the purposes of calculating notice requirements:
 - a. the date on which the Class Employee was offered an employment contract with Ford;
 - b. the date on which the Class Employee signed an employment contract with Ford;
 - c. the date on which the Class Employee started employment with Ford;
 - d. February 2, 2017, being the date on which BlackBerry insisted upon being provided with a letter of resignation;
 - e. February 10, 2017, being the deadline for returning a letter of resignation to Ford;
 - f. February 22, 2017, being the date on which BlackBerry sent an "FAQ" to Class Employees; or
 - g. another date to be determined by this Honourable Court.
3. What is the notice period for those Class Employees whose employment contracts include a formula setting out their entitlements on termination?
4. Are the payments required by those contracts reduced in any way by earnings from Ford?
5. What is the notice period for Class Employees who are only entitled to statutory notice and severance amounts, including those found under the mass termination provisions (such as 57(2) of the *Employment Standards Act, 2000* and section 4 of the *Termination of Employment Regulation of the Ontario Employment Standards Act, 2000*)?
6. What, if any, is the notice period for Class Employees who are entitled to reasonable notice at common law?
7. For those Class Employees entitled to reasonable notice at common law, are their damages relating to reasonable notice reduced by earnings from Ford?

8. Are the Class Employees entitled to any damages for the loss of insurance benefits during their contractual and/or statutory and/or reasonable notice periods?
9. Are the Class Employees entitled to damages for the loss of the BlackBerry VIP plan during their contractual and/or statutory and/or reasonable notice periods?
10. Are the Class Employees entitled to damages for the loss of the RRSP matching during their contractual and/or statutory and/or reasonable notice periods?
11. Are the Class Employees entitled to damages for the loss of any other employment benefits or compensation?
12. Are the Class Employees entitled to aggravated and/or punitive damages?
13. If so, what is the quantum of these damages?

Court File No. 17-71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

AFFIDAVIT OF DAVID PARKER

I, David Parker, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the proposed Representative Plaintiff in this action and, as such, have knowledge of the matters stated in this Affidavit.
2. A Notice of Action was issued on or about February 15, 2017. A Statement of Claim was issued on or about March 17, 2017 and served on BlackBerry on or about March 21, 2017. A copy of the Notice of Action and Statement of Claim are attached hereto as Exhibits "A" and "B", respectively.

The Cause of Action

Overview of Claim

3. The Statement of Claim (the “claim”) asserts a claim for damages arising out of a failure to provide notice of termination or statutory, contractual or common law damages in lieu of notice.
4. The claim also asserts general and punitive damages for BlackBerry having acted in bad faith, or having been unduly insensitive or misleading in the manner of dismissal, including attempting to avoid providing employees with their statutory entitlements.

Events Giving Rise to the Claim

5. BlackBerry has had a history of laying off a significant number of employees since 2010.
6. On or about September 28, 2016, as part of its Second Quarter Earnings Statement, BlackBerry announced that it would end all internal smartphone hardware development, and outsource those functions to business partners.
7. John Chen (“Chen”), BlackBerry’s Chief Executive Officer (“CEO”), announced to the media on or about September 28, 2016, that BlackBerry would cut expenses by eliminating its inventory and reducing its staff and equipment costs. The media coverage about Chen’s announcement is attached hereto as Exhibit “C”.
8. On or about October 31, 2016, BlackBerry and Ford announced a partnership to develop automobile software. The media coverage about the partnership is attached hereto as Exhibit “D”.
9. Starting in October 2016, BlackBerry began transitioning employees who had worked on hardware technologies and software in the handheld business unit to the newly established “Silver Team.” The employees who were transitioned were referred to as “Silver Team Employees.” I was told by BlackBerry that the Silver Team Employees

would be working on a contract engineering project for the Ford Motor Company of Canada ("Ford").

10. Throughout the later part of 2016 and early 2017, BlackBerry arranged for Ford to offer employment to some of its employees. In fact, Ford offered employment to most, but not all, Silver Team Employees. Some Silver Team Employees were offered employment with another of BlackBerry's business partners.
11. It is my understanding that BlackBerry negotiated an agreement with Ford that provided Ford the right to offer employment to Silver Team Employees.
12. BlackBerry allowed Ford representatives to attend BlackBerry offices throughout the Fall of 2016 to speak with the Silver Team Employees about employment with Ford.
13. BlackBerry arranged for Ford to announce to all Silver Team Employees, on BlackBerry premises, that they would receive offers of employment from Ford.
14. On or about January 6, 2017, Chen sent an e-mail to all Silver Team Employees explaining that BlackBerry was reducing its headcount by losing employees. He encouraged Silver Team Employees to accept employment with Ford and the other business partner. A copy of this e-mail is attached hereto as Exhibit "E".
15. BlackBerry representatives e-mailed all Silver Team Employees to notify them that they would be receiving offers of employment from Ford. BlackBerry also scheduled and arranged for Silver Team Employees to meet with Ford representatives on BlackBerry premises so that Ford could provide employment offers to those employees. A copy of this e-mail is attached hereto as Exhibit "F".
16. After receiving offers of employment, BlackBerry again encouraged me and other Silver Team Employees to accept Ford's offer of employment. When I and the other

Silver Team Employees asked about staying with BlackBerry rather than transferring to Ford, BlackBerry could not guarantee that we would have a position with BlackBerry if we turned down employment with Ford. BlackBerry would only make vague statements that they would look for a position or provide an offer of severance if none was available – it would not confirm that there were in fact positions available with BlackBerry if we declined the Ford offer. Correspondence regarding the possibility of remaining with BlackBerry is attached hereto as Exhibits “G” (December 14, 2016), “H” (December 23, 2016), and “I” (February 25, 2017).

17. BlackBerry representatives e-mailed Silver Team Employees instructing them on how and when to accept Ford offers of employment. Ford returned to BlackBerry’s premises to accept the employees’ signed employment contracts. A copy of an e-mail confirming this is attached hereto as Exhibit “J”.
18. Many Silver Team Employees, including myself, believe that, given that the salaries they were offered by Ford were all slightly higher than what they were earning with BlackBerry, that BlackBerry provided Silver Team Employees’ personal information, including information about salary and benefits, to Ford.
19. BlackBerry created an environment in which I and other Silver Team Employees felt as though we had no alternative but to accept employment with Ford. We understood that if the Ford offers were not accepted, our careers with BlackBerry would likely not continue.
20. To my knowledge, after Silver Team Employees accepted employment with Ford, BlackBerry sent them the same or a similar communication asking them to sign resignation letters. Attached to this communication was a template resignation letter BlackBerry had drafted, which it asked all transferring Silver Team Employees to complete and sign. A copy of this correspondence, with attachments, is attached hereto as Exhibit “K”.

21. When I and other Silver Team Employees responded to BlackBerry, stating that we had not resigned our employment but were in fact terminated, BlackBerry consistently took the position that we had resigned our employment and had not been terminated.
22. After I commenced litigation, BlackBerry sent the same "Frequently Asked Questions" ("FAQ") e-mail to me and the other transferred Silver Team Employees. A copy of the FAQ e-mail is attached hereto as Exhibit "L".
23. All Silver Team Employees were in the same tenuous position of having to either go to Ford or face uncertainty as to whether they may have a position with BlackBerry or become unemployed.
24. BlackBerry and Ford have both stated that, with respect to the transfer of Silver Team Employees to Ford, neither would be treating the transaction as a sale of business. Specifically, Ford has stated that it will not recognize our past service with BlackBerry in determining our various employment benefits, including severance.
25. I received my offer of employment from Ford on or about January 18, 2017. Attached as Exhibit "M" to this Affidavit is a copy of my offer letter with attachments.
26. I started employment with Ford on or about March 1, 2017.

Nature of the Claim

27. This claim alleges that the Silver Team Employees who transferred over to Ford did not resign their employment with BlackBerry, but rather were dismissed from their employment. The claim alleges that the members of the proposed class are therefore entitled to damages flowing from that termination of employment based on the *Employment Standards Act, 2000* and other provincial minimum employment statutes for employees outside of Ontario, contractual provisions governing payments due on

termination, and/or damages based on the implied term of reasonable notice at common law.

28. The claim also alleges general and punitive damages for BlackBerry having acted in bad faith, or having been unduly insensitive or misleading in the manner of dismissal, including attempting to avoid providing employees with their statutory entitlements.

Identifiable Class of Two or More Persons

29. As set out above, starting in October 2016, BlackBerry moved a group of employees working in its Canadian facilities to a project it called the Silver Team. The proposed class is comprised of Silver Team Employees to whom Ford offered employment, and who accepted employment with Ford between September 1, 2016 and April 30, 2017 (“Class Employees”).

30. I understand that there were approximately 250 Silver Team Employees, the vast majority of whom transferred to Ford.

31. The proposed class of this class proceeding is:

All persons in Canada who were employees and/or dependent contractors of BlackBerry Limited (“BlackBerry”), who worked for BlackBerry in Canada, and who were offered and accepted employment with Ford Motor Company of Canada (“Ford”) between September 1, 2016 and April 30, 2017.

32. Prior to commencing this class proceeding, I, together with three other Class Employees, retained Nelligan O’Brien Payne LLP to act as our counsel in the matter.

33. I have been informed, and do verily believe, that Nelligan O’Brien Payne LLP has been contacted by at least thirty Class Employees. Nelligan O’Brien Payne LLP has held meetings and consultations, either by telephone or in person, with many of these individuals.

34. There is, therefore, an identifiable class of two or more persons who would be represented by me as the Representative Plaintiff if this proceeding were certified as a class action.

Common Issues

1) Termination of employment

35. The actions forming the basis of this claim are set out above.

36. In light of the events detailed above, this claim discloses two fundamental issues that are common to all Class Employees :

- a. Does BlackBerry's conduct amount to a termination of the Class Employees' employment?
- b. If BlackBerry's conduct amounts to a termination of employment, is the date of termination for the purposes of calculating notice requirements:
 - i. the date on which the Class Employee was offered an employment contract with Ford;
 - ii. the date on which the Class Employee signed an employment contract with Ford;
 - iii. the date on which the Class Employee started employment with Ford;
 - iv. February 2, 2017, being the date on which BlackBerry insisted upon being provided with a letter of resignation;
 - v. February 10, 2017, being the deadline for returning a letter of resignation to Ford;
 - vi. February 22, 2017, being the date on which BlackBerry sent an "FAQ" to Class Employees; or
 - vii. another date to be determined by this Honourable Court.

2) Notice period

37. On termination, Class Employees will be entitled to one of three types of damages, depending on their individual employment contract:

- a. Some Class Employees, including myself, have a fixed formula setting out their entitlements on termination in their employment contracts. In these cases, the Class Employees will be entitled to the amount set out in their respective employment contracts. Class Employees with contractual notice periods allege that these contractual amounts are not subject to an employee's duty to mitigate his or her damages and, as such, are due despite the fact that they (including myself) have new employment with Ford;
- b. Other Class Employees have contracts that limit them to provincial statutory minimums, or are silent on their termination entitlements, whereas some have no employment contract at all. In all of these cases, the Class Employees will be entitled to, at a minimum, provincial statutory amounts, which are payable on termination and not subject to a duty to mitigate; and
- c. Class Employees that are potentially entitled to a common law notice period are still theoretically entitled to compensation for lost remuneration during that common law notice period. However, the value of their claim will be reduced by their mitigation earnings with Ford. As such, unless they stop earning income from Ford within their common law notice period, these Class Employees will also only be entitled to their provincial statutory minimums.

38. Although the salaries and length of service of individual Class Employees will vary, the situation leading to the loss of salary and the principles upon which damages for loss of salary should be calculated are common for all Class Employees.

39. As such, fundamental issues common to all Class Employees are:

- a. What is the notice period for those Class Employees whose employment contracts include a formula setting out their entitlements on termination?
- b. Are the payments required by those contracts reduced in any way by earnings from Ford?

- c. What is the notice period for Class Employees who are only entitled to statutory notice and severance amounts, including those found under the mass termination provisions (such as 57(2) of the *Employment Standards Act, 2000* and section 4 of the *Termination of Employment Regulation* of the Ontario *Employment Standards Act, 2000*)?
- d. What, if any, is the notice period for Class Employees who are entitled to reasonable notice at common law?
- e. For those Class Employees entitled to reasonable notice at common law, are their damages relating to reasonable notice reduced by earnings from Ford?

3) *Lost insurance benefits*

- 40. I received supplementary insurance benefits when working for BlackBerry, including medical healthcare, dental care, and group life and disability insurance benefits as part of my compensation, and I understand that all Class Employees received these benefits.
- 41. BlackBerry did not continue paying benefits after the Class Employees transferred to Ford. The Class Employees allege an entitlement to damages for the value of their lost benefits during their notice period.
- 42. All of the Class Employees replaced their lost benefits to some extent through their employment with Ford and, as such, a fundamental issue common to all Class Employees is:
 - a. Are the Class Employees entitled to any damages for the loss of insurance benefits during their contractual and/or statutory and/or reasonable notice periods?

4) *Variable Incentive Pay ("VIP")*

43. As part of our contract of employment with BlackBerry, we were provided with a VIP bonus compensation plan.

44. BlackBerry ceased paying this incentive compensation when the Class Employees started employment with Ford. As such, a fundamental issue common to all Class Employees is:

- a. Are the Class Employees entitled to damages for the loss of the BlackBerry VIP plan during their contractual and/or statutory and/or reasonable notice periods?

5) *Are the Class Employees entitled to RRSP matching during their notice period?*

45. As part of our contract of employment with BlackBerry, we were provided with RRSP matching.

46. BlackBerry ceased paying RRSP matching when the Class Employees started employment with Ford. As such, a fundamental issue common to all Class Employees is:

- a. Are the Class Employees entitled to damages for the loss of the RRSP matching during their contractual and/or statutory and/or reasonable notice periods?

6) *Other benefits or compensation*

47. I do not know whether other Class Employees have any additional benefits or additional compensation; however, BlackBerry will have this information and it is possible that some Class Employees have other types of compensation of which I am unaware.

48. If they do, which is information BlackBerry should have readily available, a fundamental issue common to a portion of the Class Employees is:

- a. Are the Class Employees entitled to damages for the loss of any other employment benefits or compensation?

7) *Punitive and/or aggravated damages*

49. BlackBerry's actions were designed to avoid paying out a large group of its long-service employees any statutory and/or other notice and severance entitlements.

50. Moreover, BlackBerry put Class Employees in an untenable position, where we felt we had to either accept employment with Ford or face unemployment.

51. I understand that the failure to pay statutory minimums on termination may be an independent actionable wrong, entitling employees to seek punitive damages.

52. BlackBerry's conduct was directed towards all Class Employees and raises the following common issues:

- a. Are the Class Employees entitled to aggravated and/or punitive damages?
- b. If so, what is the quantum of these damages?

Class Proceedings is the Preferred Procedure

53. A class proceeding is the preferred procedure for resolving the common issues in this matter for a number of reasons.

54. A class proceeding would promote the interests of judicial economy by saving the Court both time and money in hearing the common issues once instead of numerous times.

55. A class proceeding will permit individuals to pursue claims they might otherwise be unable to afford to pursue. I have been informed, and do verily believe, that some Class Employees do not have lengthy service records, making it so it may not be economically efficient for them to pursue their claims against BlackBerry through regular court proceedings.
56. As set out above, the claim is largely based on BlackBerry's actions towards all of the Class Employees and, as such, any other type of legal procedure would waste judicial resources on essentially the same fact situation.
57. Many Class Employees told me that they feared repercussions from Ford for pursuing a legal claim. I share this same concern, but I am nonetheless willing to risk those repercussions. Other Class Employees have informed me that they are not willing to risk those repercussions
58. Nelligan O'Brien Payne LLP sent a letter to BlackBerry stating that, because this claim involves a claim pursuant to the *Employment Standards Act, 2000* and other statutory rights, neither Ford nor BlackBerry can take actions to impact any Class Employees' employment as a result of joining this claim. A copy of this letter is attached hereto as Exhibit "N".
59. As such, this class action is therefore not only the preferred procedure for some Class Employees to assert their rights – it may be the only practical opportunity for many of them to do so.

The Representative Plaintiff

60. I had been working at BlackBerry since on or about June 28, 2004, until I started employment with Ford on March 1, 2017.

61. When BlackBerry began taking steps to transfer our employment to Ford, I had several discussions with other Class Employees about what course of action we should take. I decided to contact Nelligan O'Brien Payne LLP for legal advice.
62. During a meeting held on February 10, 2017 with three other Class Employees, including approximately 15 Class Employees who participated by way of teleconference, I volunteered to act as the Representative Plaintiff in this Class Action. The Class Employees who were present at the meeting and participated in the teleconference agreed.
63. I have agreed to share in any award of costs in favour of BlackBerry with a group of three other Class Employees should this action not be successful.
64. I do not have any interest that conflicts with the interests of other Class Employees.
65. I am making the statements in this Affidavit without waiving the solicitor-client privilege that attaches to any discussions held with my counsel or to my retainer agreement with Nelligan O'Brien Payne LLP.

Litigation Plan

66. If the Plaintiff class is certified, I will request that the Court order BlackBerry to immediately provide my solicitors with the names, addresses, and e-mail addresses of all Class Employees.
67. I propose that, immediately following certification, all Class Employees be sent a notice by mail and e-mail incorporating the matters set out in section 17(6) of the *Class Proceedings Act*.
68. I propose that Class Employees be given thirty (30) days within which to opt out of the class proceeding (the "opt out period"). I further propose that the Class

Employees be able to opt out by delivering their notice either by mail, fax or e-mail to Leigh Norton at Nelligan O'Brien Payne LLP; the relevant information for same shall be included in the notice sent to all Class Employees, as set out above.

69. I ask that the Court order mandatory mediation on the common issues to take place within ninety (90) days of the expiry of the opt out period. I propose using Rick Weiler as the mediator in this proceeding.

70. If the mediation is unsuccessful, I propose that the parties agree to a discovery plan within thirty (30) days from the date of mediation. We ask that Justice Michel Charbonneau remain seized to deal with this, and any other issues, on which the parties cannot agree.

71. Following discovery, we would schedule a trial on the common issues based on the Court's availability.

72. Should the Court determine that the Class Employees were in fact terminated, each Class Employees' damages will be calculated without difficulty. The calculation will be based on three factors:

- i. Whether the Class Employee is entitled to either (1) contractual entitlements, (2) statutory entitlements, and/or (3) common law reasonable notice;
- ii. The individual's length of service; and
- iii. The individual's remuneration.

As such, we propose that the parties attempt to determine the quantum of damages for each individual Class Employee on their own, within sixty (60) days of a decision. If the parties cannot resolve these issues, they would return to the Trial Judge to seek guidance.

73. Alternatively, following the resolution of the common issues at trial, assessment for individuals would take place. There would be three issues in the individual assessments:

- i. Whether the Class Employee is entitled to either (1) contractual entitlements, (2) statutory entitlements, and/or (3) common law reasonable notice;
- ii. The individual's length of service; and
- iii. The individual's remuneration.

We propose that there be mediations to resolve these individual claims following which any individual claims unresolved by mediation would be heard by way of private arbitration.

74. The Trial Judge is in a position to assess whether to award punitive and/or aggravated damages. If the Trial Judge feels he or she is in a position to assess the quantum of punitive and/or aggravated damages for each Class Employee, then he or she will do so. If not, we propose that there be mediations to resolve these individual claims following which any individual claims unresolved by mediation would be heard by way of private arbitration.

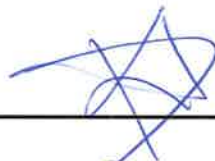
SWORN BEFORE ME at the City
of Ottawa, in the Province of Ontario
this 9th day of June, 2017.



A Commissioner for Taking Affidavits


DAVID PARKER

THIS IS **EXHIBIT “A”** TO THE
AFFIDAVIT OF **DAVID PARKER**,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

A Commissioner for Taking Affidavits, etc.

Court File No. 17- 71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant



Proceeding Under the *Class Proceedings Act, 1992*

NOTICE OF ACTION

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the statement of claim served with this notice of action.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this notice of action is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.


Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: February 15, 2017

Issued by


Registrar

Address of court office: 161 Elgin Street
Ottawa, ON, K2P 2K1

TO: BlackBerry Limited
2200 University Avenue East
Waterloo, ON
N2K 0A7

Claim

1. The Plaintiff claims:

- a. an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, and appointing the Plaintiff as the representative plaintiff for:
 - i. all persons in Canada who are or were employees and/or dependent contractors of BlackBerry Limited ("BlackBerry") who work or worked for BlackBerry in Canada, and who were offered and accepted employment with Ford Motor Company of Canada ("Ford") after January, 1 2016 (the "BlackBerry Employees"); and
 - ii. such other group of persons as may be approved by the Court.
- b. damages for the greater of the Plaintiffs':
 - i. minimum provincial statutory entitlements on termination;
 - ii. contractual entitlements on termination; or
 - iii. common law entitlements on termination, where applicable, less a reduction for mitigation earnings;
- c. bad faith and punitive damages in the amount of \$20,000,000.00 or such other sum as this Court finds appropriate at the trial of the common issues or at a reference or references;

- d. pre and post-judgment interest in accordance with the *Courts of Justice Act*, RSO 1990, c C 43, as amended;
 - e. costs of this action on a substantial indemnity basis, including H.S.T.; and
 - f. such further and other relief that this Honourable Court deems just.
-
- 2. The Plaintiff, David Parker, is an individual ordinarily resident in the City of Ottawa, Ontario. He has worked for BlackBerry for over fourteen (14) years.
 - 3. The Defendant, BlackBerry, is a duly incorporated company, operating a number of facilities across Canada.
 - 4. In or about the Fall of 2016, BlackBerry and Ford arranged to transfer the BlackBerry Employees' employment to Ford (the "Transaction"). The BlackBerry Employees agreed to accept and/or were offered employment with Ford. Both BlackBerry and Ford have stated that the Transaction is not a sale of business. Both BlackBerry and Ford have stated that the BlackBerry Employees' years of service and/or contractual severance entitlements will not transfer to Ford.
 - 5. BlackBerry's actions, taken as a whole, amount to a termination of the BlackBerry Employees' employment, entitling them to their statutory, common law and/or contractual entitlements on termination.

6. BlackBerry has stated that it will not pay the BlackBerry Employees any of their entitlements on termination.
7. BlackBerry has breached its duties of good faith, honesty and to not knowingly mislead the BlackBerry Employees. It has structured the Transaction to circumvent paying the Blackberry Employees' statutory entitlements.

Date of issue: February 15, 2017

Nelligan O'Brien Payne LLP
Barristers & Solicitors
50 O'Connor, Suite 1500
Ottawa, ON K1P 6L2

Janice B. Payne: LSUC #16307P
Andrew Reinholdt: LSUC #68239K
Karine Dion: LSUC #63361F

Tel: 613-231-8245
Fax: 613-788-3655
Email: janice.payne@nelligan.ca
andrew.reinholdt@nelligan.ca
karine.dion@nelligan.ca

Lawyers for the Plaintiff

DAVID PARKER

- and -

BLACKBERRY LIMITED

Plaintiff

Defendant

Court File No. 17- 71659

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at OTTAWA

NOTICE OF ACTION

NELIGAN O'BRIEN PAYNE LLP
1500 – 50 O'Connor Street
Ottawa, ON K1P 6L2

Janice B. Payne: LSUC # 16307P
Andrew Reinholdt: LSUC #68239K
Karine Dion: LSUC #63361F

Tel: (613) 231-8245

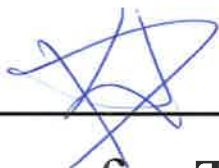
Fax: (613) 788-3655

E-mail: janice.payne@neligan.caandrew.reinholdt@neligan.cakarine.dion@neligan.ca

Lawyers for the Plaintiff

Courthouse Box No. 285 ,

THIS IS **EXHIBIT “B”** TO THE
AFFIDAVIT OF **DAVID PARKER**,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

A handwritten signature in blue ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.

Court File No. 17-71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the Class Proceedings Act, 1992

**STATEMENT OF CLAIM
(Notice of Action issued February 15, 2017)**

1. The Plaintiff claims:

a. An order certifying this action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6, as amended, and appointing the Plaintiff as the representative plaintiff for:

- i. All persons in Canada who are or were employees and/or dependent contractors of BlackBerry Limited ("BlackBerry"), who work or worked for BlackBerry in Canada, and who were offered and accepted employment with Ford Motor Company of Canada ("Ford") after January, 1, 2016 (the "Plaintiffs"); and
- ii. Such other group of persons as may be approved by the Court.

- b. Damages equal to the greater of the Plaintiffs':
 - i. Minimum provincial statutory entitlements on termination including, but not limited to, termination, severance and vacation pay pursuant to the *Employment Standards Act, 2000*;
 - ii. Contractual entitlements on termination; or
 - iii. Common law entitlements on termination, where applicable, with credit to the Defendant for mitigation earnings and payments already made;
- c. Damages for breach of the duty of good faith and fair dealing and/or punitive damages in the amount of \$20,000,000.00, or such other sum as this Court finds appropriate, at the trial of the common issues or at a reference or references;
- d. Pre and Post-judgment interest in accordance with the *Courts of Justice Act*, RSO 1990, c C 43, as amended;
- e. Costs of this action on a substantial indemnity basis, including H.S.T.; and
- f. Such further and other relief that this Honourable Court deems just.

Background

The Parties

2. The Plaintiff, David Parker ("Parker"), is an individual ordinarily resident in the City of Ottawa, Ontario. He worked for BlackBerry for over thirteen (13) years since his hire on or about June 28, 2004.

3. The Defendant, BlackBerry Limited, is a duly incorporated company, operating a number of facilities across Canada.

BlackBerry

4. BlackBerry built and sold smartphone hardware and software. In 2007, it rose to be the most valuable company on the TSX; however, since that time, its financial performance has been declining.
5. In or around 2011, BlackBerry released its first tablet device; however, due to worse than expected financial performance, the company began to struggle and started to reduce its workforce. BlackBerry initially cut approximately 2,000 jobs in 2011. In or about 2012, BlackBerry laid off approximately 5,000 employees and in 2013, BlackBerry laid off approximately 4,500 employees.
6. In or about February, 2016, BlackBerry announced it would lay off additional employees.
7. The long history of layoffs left Parker, and other employees, concerned about the security of their employment with BlackBerry.

BlackBerry's Change in Strategy

8. On or about September 28, 2016, as part of its Second Quarter Earnings Statement, BlackBerry announced that it would end all internal smartphone hardware development and outsource those functions to business partners.
9. John Chen ("Chen"), the Chief Executive Officer ("CEO") of BlackBerry, announced to the media that BlackBerry would cut expenses by eliminating its inventory and reducing its staff and equipment costs.

10. At this time, Parker became increasingly worried that his employment with BlackBerry was in jeopardy.

The BlackBerry/Ford Partnership

11. On or about October 31, 2016, BlackBerry and Ford announced a partnership to develop automobile software (the "Ford Contract").
12. Starting in October 2016, BlackBerry began transitioning employees, who had worked on hardware technologies and software in the handheld business unit, to the "Silver Team" (the "Silver Team Employees"). BlackBerry did not provide the Silver Team Employees with information about what the Silver Team would do. All that the Silver Team Employees were told was that their work would involve engineering services exclusively for Ford. BlackBerry moved Parker to the Silver Team on or about January 4, 2017.

BlackBerry and Ford Negotiated the Transfer of the Silver Team Employees

13. BlackBerry and Ford negotiated the right for Ford to offer employment to the Silver Team Employees.
14. BlackBerry provided the Silver Team Employees' human resources ("HR") and other personal information to Ford. It did not ask Parker or other Silver Team Employees for permission to do so. BlackBerry management discussed the employees' employment information with Ford, without first consulting with the affected employees.
15. Throughout the fall of 2016, BlackBerry allowed Ford to attend BlackBerry's offices and make presentations to the Silver Team Employees about the benefits of joining Ford.

Ford Announced that Silver Team Employees would Transfer to Ford

16. On or about December 9, 2016, Ford conducted a video-linked presentation to BlackBerry offices in Canada and the United States, to which it invited the Silver Team Employees. BlackBerry encouraged the Silver Team Employees to attend. During the presentation, Ford announced that it would be offering employment to the Silver Team Employees. HR personnel from both BlackBerry and Ford were in attendance.
17. BlackBerry later clarified that the majority of Silver Team Employees would receive offers from Ford, while others would transfer to another BlackBerry business partner.

Parker Requested Information about the Transfer

18. Following Ford's announcement of the Silver Team Employees' transfer, Parker reached out to Amber Jessup, a BlackBerry HR Representative ("Jessup"), and confirmed he wanted to stay with BlackBerry. She responded that there would be no guarantee of a position with BlackBerry for individuals who declined the offer from Ford.
19. On or about December 14, 2016, Parker emailed Ralph Pini ("Pini"), a BlackBerry HR Representative and Head of the Mobile Solutions unit, asking him what his employment status would be if he refused employment with Ford.
20. Pini responded via email that BlackBerry would not be continuing the current activities in Parker's group in the future, but that BlackBerry would try and find a matching position. He did not identify any positions that would be available to Parker. He then wrote that Parker ought to "give a chance to the Ford opportunity before making a decision since there is some really great innovation going on".

21. Parker responded to Pini that HR had told him that there would be no guarantee of future employment with BlackBerry should he refuse employment with Ford. Pini wrote back stating that BlackBerry would “try (its) best to match the skillset” for a position with the software licensing team.
22. Parker also asked Jessup about available positions within BlackBerry’s QNX team if he turned down the Ford offer. She responded on or about December 23, 2016 that there were no open roles within that team, nor any available roles anticipated in the near future.

The Chen Email

23. On or about January 6, 2017, Chen sent an email to all Silver Team Employees noting the changes to the Mobility Solutions Business Unit (the group in which the Silver Team Employees worked). In his email, Chen explained that BlackBerry’s strategy “requires a reduced headcount in the Mobility Solutions BU”.
24. Chen also explained that management had negotiated agreements with Ford for those employees, although he stated that he had “mixed emotions” about the deal. While he was pleased that BlackBerry was “able to secure alternative employment” for most of the team, Chen was sorry “to have to lose great talent and loyal colleagues from BlackBerry”.
25. Even though Chen acknowledged that many employees had inquired about staying with BlackBerry, including moving to another group within the company, he discouraged the employees from doing so:

I know that some in-scope employees have asked about staying with BlackBerry and moving to another group, such as BTS to support the Autonomous Vehicle Innovation Center (AVIC). Whilst the AVIC has been announced, the project is still developing and its timeline is undetermined. The Ford and TCL

deals are in-hand and my priority has been to ensure that as many impacted employees as possible have a good home at a company that will make the best use of your talents. It is important to remember that both Ford and TCL will work closely with BlackBerry in the future therefore, transferred employees will continue to contribute to BlackBerry's future.

26. Chen then stated that if an employee declined an offer with Ford, BlackBerry would evaluate internal opportunities with BlackBerry "as much as possible".
27. In light of his earlier correspondence with BlackBerry HR, Parker understood Chen's message to mean that it was unlikely he would have a role with BlackBerry if he turned down employment with Ford.

Ford made Offers of Employment

28. On or about January 16, 2017, Zolton Racz, a BlackBerry HR Representative ("Racz"), emailed the entire Silver Team notifying them that all Silver Team Employees would receive offers of employment from Ford, which he said was "excellent news". He asked that all employees be available on specific dates to receive their individual offers of employment in person. He noted that both Ford and BlackBerry HR representatives would be onsite to address any employee questions.
29. BlackBerry set up meetings for Parker and the other Silver Team Employees to meet with Ford representatives so that they could provide the employees with offers of employment. These offers included an employment contract setting out the terms and conditions of their new employment with Ford.
30. On or about January 18, 2017, Ford offered Parker employment.
31. On or about January 24, and again on January 27, 2017, Racz sent emails to the entire Ottawa Silver Team, notifying them that they should hand deliver their acceptance of

employment to the Ford HR representatives who would be on-site at BlackBerry's offices.

32. Based on the uncertain statements from BlackBerry about any other options, the pressure it was putting on the employees to accept employment with Ford, and the history of BlackBerry layoffs in recent years, Parker understood that he would have no position at BlackBerry if he did not accept the Ford offer. As such, Parker accepted employment with Ford on or about January 23, 2017. He believed he had no other practical choice; his decision was not voluntary.

BlackBerry Requested Resignations

33. On or about February 2, 2017, Jessup emailed Parker stating that BlackBerry required him to resign his employment with BlackBerry:

As you have accepted new employment, you are required to submit formal notice of your resignation. Attached is a template resignation letter that you are required to complete, sign and submit. **Please complete the letter and return (in person or by email) by February 10th.**

Before your last day you will receive a Resignation Acceptance Letter from HR. This document confirms your last day with BlackBerry as well as some final details concerning your benefits, vacation pay and other pertinent information.

34. Jessup attached documents to her email. She stated Parker had to sign those documents which included a template resignation letter for Parker, as well as a document setting out his "post-employment obligations".

35. Jessup's email also contained timelines that Parker was required to follow with respect to his BlackBerry smartphone, returning documents, and filing expense forms, prior to his move to Ford.
36. Jessup's email was the first time anyone from BlackBerry told Parker he was required to resign his employment.
37. The other employees who accepted employment with Ford received the same, or a substantially similar, email communication from BlackBerry stating that BlackBerry required that they resign their employment with BlackBerry.

Parker took the Position that BlackBerry Terminated Him

38. Parker responded to Jessup's email on or about February 2, 2017. He stated that BlackBerry terminated his employment based on its communications with him and other employees, including Chen and Pini's emails, as well as BlackBerry's lack of clarity as to whether there would be a position for him within the company should he refuse Ford's offer of employment. He stated that he believed he was entitled to his contractual entitlements on termination. He did not sign the resignation letter.
39. Jessup responded that BlackBerry was not terminating his employment; rather, Parker had accepted new employment and therefore had resigned his position.

BlackBerry and Ford take the Position that this is Not a Sale of Business

40. On or about February 7, 2017, Parker asked for clarification from Jessup as to whether the transfer of Silver Team Employees to Ford (the "Transaction") constituted a sale of business.
41. Jessup did not respond to Parker in writing.

42. She did however meet with Parker and another employee the next day, and confirmed that neither BlackBerry nor Ford were treating the Transaction as a sale of business and, as such, the employees' years of service with BlackBerry would not transfer to Ford.
43. Parker also reached out to a Ford HR representative on or about February 8, 2017. This representative also confirmed that Ford was not treating the Transaction as a sale of business.
44. On or about February 9, 2017, Parker sent an email to Jessup summarizing his conversation with her. He asked her to confirm that neither Ford nor BlackBerry were treating the Transaction as a sale of business.
45. Jessup did not reply to this message.
46. Instead, on or about February 10, 2017, Vann Vogel, a BlackBerry lawyer and Senior Director of Compliance and Employment Law ("Vogel"), responded. Vogel confirmed that Parker's employment was not being transferred to Ford, that his relationship with Ford was a new relationship, and that the decision to accept employment with Ford was his own (Parker's).
47. Other employees had the same, or a similar, experience when they asked questions about whether the Transaction constituted a sale of business, and whether BlackBerry would pay out their entitlements on termination.
48. Other employees were not provided with a written response from BlackBerry; instead, BlackBerry insisted on engaging in telephone conversations, wherein they communicated the same information: this was not a termination of employment or a sale of business.

Parker could not Remain with or Return to BlackBerry

49. At no point after Parker was offered employment with Ford did anyone at BlackBerry tell Parker there was a specific position available for him if he wished to stay.
50. On or about February 23, 2017, after Parker filed a Notice of Action with respect to this matter, BlackBerry sent all employees an email responding to what it called "Frequently Asked Questions" ("FAQs").
51. The FAQs did not guarantee that BlackBerry had positions available for employees who wanted to stay with BlackBerry instead of accepting employment with Ford, nor did they suggest that employees who had already accepted employment with Ford could return to BlackBerry:

Q. If I don't receive a job offer, or decline a job offer, is my employment with BlackBerry terminated?

A. No. If you don't receive, or if you decline an offer from Ford, your employment will continue with BlackBerry. It will continue in the same position as before and we will consider you for comparable roles on another team at BlackBerry if your position subsequently becomes redundant.

Q. Are comparable roles available?

A. We have already placed several employees in comparable roles (in the same job position) who have chosen to remain at BlackBerry. We will work with you to find a suitable and comparable role if you choose to stay and continue your employment at BlackBerry. In the event we cannot find a comparable role on another team and determine that we must subsequently terminate your employment, you would then be eligible for separation pay per the terms of your employment agreement.

52. In the FAQs, BlackBerry also stated that it no longer required employees to provide a letter of resignation, although it would nonetheless treat all acceptances of Ford employment as resignations from BlackBerry:

Q. If I accept a job offer from Ford, am I required to submit a letter of resignation?

A. We have requested a letter to confirm your acceptance of Ford's job offer and thus resignation from BlackBerry, to complete your file. If you choose not to submit a letter, we will nonetheless recognize your acceptance of employment by Ford and accept it as a resignation from BlackBerry.

53. On or about February 25, 2017, Vogel sent a separate email to Parker. He indicated that if Parker wished to remain with BlackBerry, there were positions available, and HR would work with him to find suitable work. Vogel did not provide any information about what specific positions might be available to Parker or any other terms of employment.

Parker and the other Plaintiffs' Damages

Damages for Wrongful Dismissal

54. BlackBerry's actions, taken as a whole, amount to a wrongful termination of the Plaintiffs' employment, entitling them to their statutory, common law and/or contractual entitlements on termination.

55. When BlackBerry arranged for Ford to provide the Plaintiffs with offers of employment, its actions, taken as a whole, amounted to a clear intention to terminate them.

Specifically:

- a. BlackBerry had a long history of layoffs, and made uncertain statements about whether the Plaintiffs would have positions with BlackBerry if they refused

employment with Ford. This created an environment whereby the Plaintiffs did not know if they would have a position with BlackBerry if they refused employment with Ford;

- b. In or around the Fall of 2016, Chen announced that BlackBerry would be reducing its staff and moving its services to business partners, which the Plaintiffs understood to mean they would no longer have positions with BlackBerry;
- c. BlackBerry actively negotiated with Ford to have Ford take on the Plaintiffs because BlackBerry did not have positions for them;
- d. BlackBerry actively worked to facilitate the transfer of the Plaintiffs to Ford, and shared the Plaintiffs' personal and HR information, without asking for their permission;
- e. BlackBerry set a clear and unequivocal date of termination. Specifically, BlackBerry negotiated with Ford for the Plaintiffs' employment with BlackBerry to terminate on March 1, 2017, when the Plaintiffs would start with Ford;
- f. BlackBerry failed to provide any clear indication as to whether employees who refused employment from Ford would continue to hold positions with BlackBerry. Instead, it vaguely responded that there may be positions, but encouraged the Plaintiffs to accept employment with Ford;
- g. When Racz announced that Ford would be providing the entire Silver Team with offers of employment, he described it as "excellent news", implying that had Ford not provided these offers, the Plaintiffs would have been laid off;
- h. Only after the Plaintiffs accepted employment with Ford, BlackBerry notified the Plaintiffs that they were required to resign their employment with BlackBerry,

that BlackBerry would not pay them any statutory or contractual entitlements, and that their service with BlackBerry would not transfer to Ford;

- i. BlackBerry told the Plaintiffs that they were required to sign documents confirming “post-employment” obligations;
- j. While some employees did sign the resignation letters that they were given, they did not do so voluntarily;
- k. BlackBerry and Ford have both confirmed that the Transaction is not a Sale of Business and Ford will not honour the Plaintiffs’ years of service; and
- l. Only after Parker started this action, BlackBerry reached out to him and other Plaintiffs with a suggestion that there might be opportunities with BlackBerry. These statements did not confirm that the Plaintiffs’ employment would continue because they were made after BlackBerry had already terminated the Silver Team Employees’ employment and were self-serving statements made in the face of litigation.

- 56. Parker and some of the other Plaintiffs have clauses in their employment contracts setting out a formula to determine their entitlements on termination (“Contractual Entitlements”). These Plaintiffs are entitled to these Contractual Entitlements as damages flowing from their wrongful termination.
- 57. Other Plaintiffs are entitled to common law reasonable notice periods. These Plaintiffs are entitled to damages determined at common law for their wrongful termination.
- 58. Further and in the alternative, all Plaintiffs are entitled to their minimum statutory entitlements on termination, including but not limited to termination, severance and vacation pay, in accordance with Ontario’s *Employment Standards Act, 2000*, SO 2000, c

41 (“ESA”) and other provincial and territorial employment standards legislation (“Statutory Entitlements”). All the Plaintiffs are entitled to these Statutory Entitlements as damages flowing from their wrongful termination.

59. The Plaintiffs have no duty to mitigate their Contractual Entitlements and/or Statutory Entitlements on termination.

Bad Faith Damages

60. BlackBerry owed the Plaintiffs a duty of good faith and fair dealing in the manner of their dismissal. The duty of good faith is characterized by candour, reasonableness, honesty and forthrightness. The parties reasonably expected that BlackBerry would act in good faith and not mislead the Plaintiffs in the manner of dismissal.

61. BlackBerry refused and/or failed to act in good faith in the manner of the Plaintiffs’ dismissal and instead acted in bad faith by being untruthful, misleading and unduly insensitive.

62. The Plaintiffs state that BlackBerry’s actions as set out above constitute a breach of its obligation of good faith and fair dealing in the manner of their dismissal. Specifically, BlackBerry:

- a. Structured the Transaction to circumvent paying the Plaintiffs’ Statutory Entitlements;
- b. Was intentionally vague, misleading and incomplete in its communications with the Plaintiffs prior to their accepting employment with Ford;
- c. Shared the Plaintiffs’ personal and other HR information with Ford without obtaining their consent;

- d. Only after the Plaintiffs accepted employment with Ford did BlackBerry inform these employees that the Transaction was not a sale of business and that it would not pay out their entitlements on termination; and
- e. Is refusing to pay the Plaintiffs' Statutory Entitlements on termination.

Punitive Damages

63. BlackBerry's conduct was malicious, oppressive, heavy-handed, and extreme in nature. This conduct is deserving of full condemnation and punishment. Specifically, BlackBerry:

- a. Structured the Transaction to circumvent paying the Plaintiffs' Statutory Entitlements;
- b. Was intentionally vague, misleading and incomplete in its communications with the Plaintiffs prior to their accepting employment with Ford;
- c. Shared the Plaintiffs' personal and other HR information with Ford without obtaining their consent;
- d. Only after the Plaintiffs accepted employment with Ford did BlackBerry inform these employees that the Transaction was not a sale of business and that it would not pay out their entitlements on termination; and
- e. Is refusing to pay the Plaintiffs' Statutory Entitlements on termination.

64. BlackBerry committed independent actionable wrongs entitling the Plaintiffs to an award of punitive damages. Specifically, BlackBerry failed to pay out Statutory Entitlements on termination, it breached its duty of good faith and fair dealing, and it breached the Plaintiffs' privacy rights by sharing their HR information with Ford.

March 17, 2017

Nelligan O'Brien Payne LLP
Barristers & Solicitors
50 O'Connor, Suite 1500
Ottawa, ON K1P 6L2

Janice B. Payne: LSUC #16307P
Andrew Reinholdt: LSUC #68239K
Karine Dion: LSUC #63361F

Tel: 613-231-8245
Fax: 613-788-3655
Email: janice.payne@nelligan.ca
andrew.reinholdt@nelligan.ca
karine.dion@nelligan.ca

Lawyers for the Plaintiff

DAVID PARKER

- and -

BLACKBERRY LIMITED

Plaintiff

Defendant

Court File No. 17-71659

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at OTTAWA

STATEMENT OF CLAIM

(Notice of Action issued February 15, 2017)

NELLIIGAN O'BRIEN PAYNE LLP1500 – 50 O'Connor Street
Ottawa, ON K1P 6L2**Janice B. Payne: LSUC # 16307P****Andrew Reinholdt: LSUC #68239K****Karine Dion: LSUC #63361F**

Tel: (613) 231-8245

Fax: (613) 788-3655

E-mail: janice.payne@nelligan.caandrew.reinholdt@nelligan.cakarine.dion@nelligan.ca

Lawyers for the Plaintiff

MAR 17 2017*Courthouse Box No. 285*

THIS IS **EXHIBIT “C”** TO THE
AFFIDAVIT OF **DAVID PARKER**,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

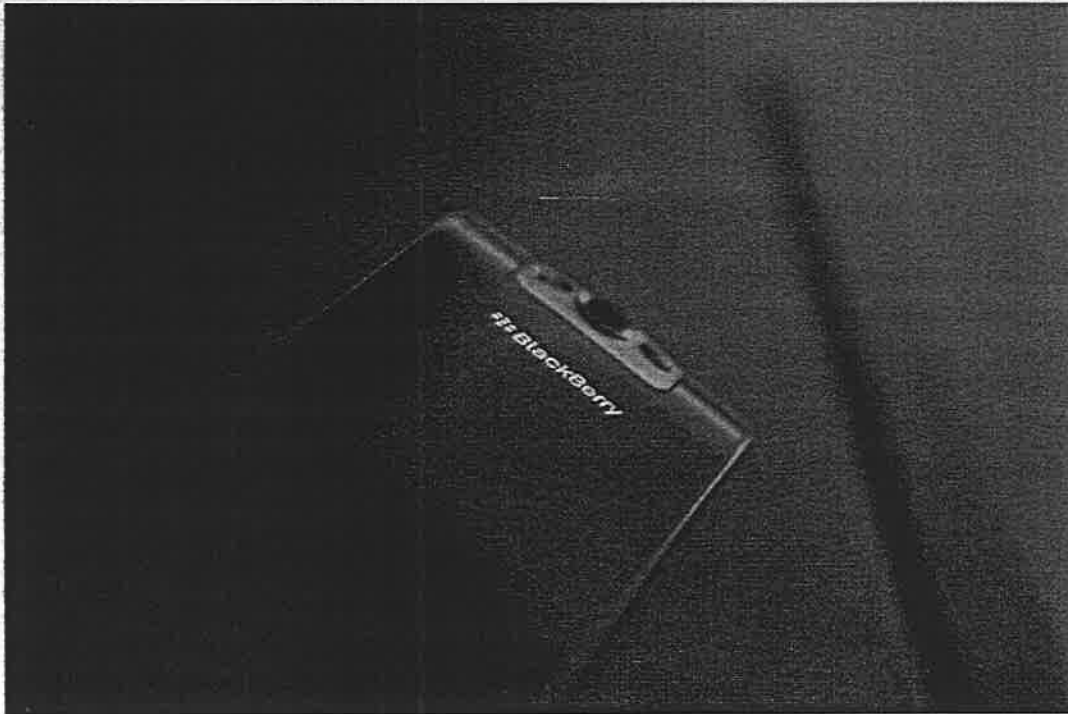
A handwritten signature in blue ink, consisting of a stylized 'D' and 'P' intertwined, positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.

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BlackBerry to stop making its smartphones in major strategic shift

All hardware development and manufacturing will be outsourced to partners, while the Canadian company concentrates on growing the software side of its business.



BlackBerry had built its reputation on innovative smartphone technology created at its base in Waterloo, Ont. (MARK BLINCH / REUTERS)

By **ALEKSANDRA SAGAN** The Canadian Press
Wed., Sept. 28, 2016

WATERLOO, ONT.—BlackBerry will stop making its signature smartphones, the company said Wednesday, after facing repeated calls to leave the hardware business that was once the basis of its

reputation as a global technology leader.

All hardware development and manufacturing will be outsourced to partners, which will license the BlackBerry's technology and brand, while the Canadian company concentrates on growing the software side of its business.

"We have decided to discontinue all the handset hardware development, only hardware," said BlackBerry chairman and CEO John Chen in a conference call with analysts.

"We believe that this is the best way to drive profitability in the device business," he said.

This strategy already exists to some extent for the Waterloo, Ont.-based company.

Chen said one or two products are already made by partners but BlackBerry has also been developing its own smartphone.

The outsourcing of all remaining hardware development — to be complete by Feb. 28, when the company's financial year ends — will reduce BlackBerry's expenses by eliminating the need to carry inventory, as well as reducing staff and equipment costs, he said.

"It's a long list of savings," Chen said.

BlackBerry has struggled to sell its once popular smartphones — which originally featured a distinctive keypad and the company's own operating system.

It recently released handsets using versions of the Android operating system, the Priv and the lower-priced DTEK50 that began shipping in August.

During the company's second quarter ended Aug. 31, it sold about 400,000 smartphones, including the DTEK50, for an average price of \$271, Chen said.

Under the new plan to outsource the work, BlackBerry will start to report its hardware revenue based on royalties it receives from licensing agreements with its partners, Chen said.

It announced Wednesday that it signed its first major device software licensing agreement with a telecom joint venture in Indonesia.

The BB Merah Putih joint venture will manufacture, distribute and promote BlackBerry-branded devices running the company's secure versions of Android software and applications for the Indonesian market. BlackBerry has the option to distribute these devices outside of Indonesia, but is not likely to do so, Chen said.

BlackBerry, which reports its results in U.S. dollars, says it had a \$372 million net loss in the three months ended Aug. 31, equivalent to 71 cents per share, but broke even after excluding certain items.

Revenue was \$334 million or \$352 million after adjustments. That was below analyst estimates of \$391.75 million.

Chen had said at the previous quarterly earnings release that he expected the company's mobility solutions segment, which includes hardware and a mobility software licensing service, to break even or record a slight profit in this financial year.

Read more about: Blackberry

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BlackBerry to stop making its signature smartphones, work to be outsourced

ALEKSANDRA SAGAN, THE CANADIAN PRESS

FIRST POSTED: WEDNESDAY, SEPTEMBER 28, 2016 08:14 AM EDT | UPDATED: WEDNESDAY, SEPTEMBER 28, 2016 03:58 PM EDT



(Postmedia Network files)

WATERLOO, Ont. — BlackBerry is heeding calls to leave the smartphone hardware business that once helped forge its reputation as a global technology leader before it got swept aside by the likes of Apple and Samsung.

The company said Wednesday it will stop designing its signature devices and outsource that work to external partners so that it can focus on its growing security software operations.

“We believe that the phone market is evolving more and more into the intelligence market,” chairman and CEO John Chen told a media roundtable in BlackBerry’s home base of Waterloo, Ont.

“It’s really more about (the) smart of a smartphone, not about the phone of a smartphone.”

The announcement builds on BlackBerry’s gradual departure from the hardware market. It had previously outsourced the manufacturing of its phones to two companies, and the design of its most recent phone — the DTEK50, which began shipping last month — was done externally.

Chen said the new strategy will be complete by Feb. 28, when BlackBerry’s financial year ends, and will cut expenses by eliminating the need to carry inventory, as well as reducing staff and equipment costs.

Fewer than 100 employees will lose their jobs as a result, he said.

Once a symbol of corporate power, the BlackBerry device lost favour as rivals such as Apple’s iPhone pushed their way into the market.

In recent years, BlackBerry sales floundered. On Wednesday, Chen said BlackBerry sold about 400,000 smartphones, including the DTEK50, for an average price of US\$271. Three months earlier, Chen said 500,000 of the devices were sold at an average cost of US\$290.

It tried mounting comebacks in the handset market, most recently with the release of the Priv and the DTEK50, both of which used the Android operating system.

Chen said he still has one BlackBerry-designed smartphone with a keyboard under wraps, though he hasn’t yet decided whether it will be released.

that device, a next-generation DTEK phone, never makes it to store shelves, Chen said Canadians will be able to purchase new BlackBerry-branded phones made and designed by other companies through licensing agreements. Those phones will be required to use BlackBerry's operating system and either display its branding or a tag line informing users its powered by BlackBerry.

"You as a consumer, you will see no difference whatsoever," he said. "We will take some of these phones and distribute it in Canada."

BlackBerry will retain portfolio veto rights, meaning that if phones designed under those licensing agreements don't meet the BlackBerry brand standards, the company can stop their release, Chen added.

The company also announced Wednesday that it signed its first major device software licensing agreement with a telecom joint venture in Indonesia.

Under the deal, the BB Merah Putih joint venture would manufacture, distribute and promote BlackBerry-branded devices running the company's secure versions of Android software and applications for the Indonesian market. Other agreements are in the works for China and India, Chen said.

Earlier in the day, BlackBerry released results that showed continuing losses. The company, which reports its earnings in U.S. dollars, says it had a \$372 million net loss in the second quarter ending Aug. 31, equivalent to 71 cents per share, but broke even after excluding certain items.

Revenue was \$334 million or \$352 million after adjustments. That was below analyst estimates of \$391.75 million.

Here is a look at BlackBerry's 30-year roller-coaster ride:

1984: Research In Motion is founded by University of Waterloo engineering student Mike Lazaridis and University of Windsor engineering student Douglas Fregin.

1992: Jim Balsillie joins RIM. He would become co-CEO along with Lazaridis.

1996: RIM releases the Inter@ctive Pager, also known as the RIM 900, its first keyboard-based device and the first two-way messaging pager.

1997: RIM goes public on the Toronto Stock Exchange.

1998: The RIM 950, a dramatically slimmed down two-way pager, is released.

1999: The stock symbol RIMM is added to Nasdaq. RIM announces it has received approval from the Federal Communications Commission in the U.S. to begin selling its first BlackBerry device, the 850, with mobile email.

2002: RIM adds voice calling capabilities to the BlackBerry 5810.

2003: RIM is added to the Nasdaq 100, releases its first BlackBerry with a colour screen.

2004: RIM marks its 20th anniversary announcing it has passed the one-million subscriber mark. By year's end, it has more than two million subscribers using its devices.

2006: BlackBerry releases the first in a line of consumer-friendly Pearl devices, adding a digital camera and multimedia capabilities.

2007: RIM becomes the most valuable company on the TSX with a market capitalization surpassing \$67 billion. The company has 10 million subscribers and introduces the first of its Curve BlackBerrys. But RIM is caught flat-footed by the overwhelming response to Apple's new iPhone.

2008: BlackBerry's shares close below \$50 on the TSX in December. The company's stock was worth more than \$240 just over a year earlier. Its first touchscreen BlackBerry, the Storm, is critically panned as hype around the iPhone grows with the new 3G model.

2009: BlackBerry launches its App World marketplace to compete with Apple's App Store.

RIM surpasses 40 million users and announces it has shipped its 100 millionth smartphone. It buys Ottawa-based QNX Software Systems, which would help reshape its operating system software going forward. A few months after the first iPad hits the market, RIM unveils its PlayBook tablet to be released the following year.

2011: An unpolished PlayBook is released in the spring, later than expected, and reviews are not kind.

2012: Lazaridis and Balsillie step down as co-CEOs and are replaced by Thorsten Heins. Balsillie also resigns from the board of directors. Within months, Heins announces 5,000 layoffs and a delay to the critical BlackBerry 10 software update, which is seen as the company's last chance to stay alive. The stock settles at a low of \$6.18 on the TSX in September.

2013: Heins unveils the BlackBerry 10 operating system. The first two smartphones to use the operating system are the Z10 and Q10. Lazaridis steps down as vice-chairman and leaves the board of directors.

November 2013: Heins is replaced by new CEO John Chen, who is also the chairman of the revamped BlackBerry board. Instead of making smartphones a priority, Chen pivots BlackBerry's strategy towards mobile software services that emphasize security and are aimed at businesses and governments.

September 2014: BlackBerry launches the Passport. The square-screened smartphone with a keyboard is targeted at health care professionals, government workers and the military.

December 2014: The company begins selling the BlackBerry Classic, a phone with a keyboard built to look like the much-loved Bold 9900.

March 2015: BlackBerry launches another smartphone, the BlackBerry Leap, a lower-priced device for consumers who want a touchscreen like the iPhone.

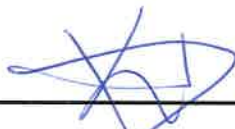
November 2015: BlackBerry launches BlackBerry Priv, the company's first Android smartphone. It's the first device by the company not using BlackBerry's own operating software.

April 2016: Chen admits the company is not selling enough smartphones but says he remains optimistic about its future in the hardware market. "Hopefully, I'm not naive," Chen says. He says BlackBerry hopes to break even with its smartphones by September, but adds if the losses continue, he will consider exiting the hardware business.

July 2016: BlackBerry stops making its BlackBerry Classic smartphone, two years after it launched. The company also launches its thinnest Android smartphone, the DTEK50, touted as a smartphone with beefed up security measures that could fend off cyberattacks and has built in malware protection.

September 2016: BlackBerry says it will stop making smartphones and outsource all hardware development and manufacturing to external partners.

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THE GLOBE AND MAIL

BlackBerry seals software deal with Ford

Shane Dingman

The Globe and Mail

Published Monday, Oct. 31, 2016 4:19PM EDT

Last updated Monday, Oct. 31, 2016 5:04PM EDT

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In a first for BlackBerry Ltd., Ford Motor Co. will cut out the middle man and work directly with the Waterloo, Ont., company on modifying its QNX automotive software platform for the auto maker's vehicles.

John Wall, senior vice-president and head of QNX Software Systems, announced the deal Monday and told reporters on a conference call that until now QNX's contracts in the automotive industry have been with the so-called tier-1 suppliers, not directly with the big automakers.

"Software is becoming such an important piece... that the OEMs [original equipment manufacturers] don't want to rely on the tier-1s to provide these systems, but actually wants to

develop systems themselves,” said Mr. Wall, who expects to sign more deals like this with other auto makers in the future.

“I talk about this being an inflection in the industry ... there’s several that feel software’s going to be a differentiator in the coming years, and as such they see it as important as a transmission and an engine. It’s something they very much feel is central to their brand.”

The deal with Ford is an expansion of a yearslong trend. In a 2014 report, Mark Boyadjis [<http://cdn.ihs.com/www/pdf/Automakers-and-tech-companies-meet-at-the-intersection-of-in-vehicle-electronics-Dec-2014.pdf>], a senior analyst at IHS Markit, wrote that auto makers were growing frustrated with the pace of development for in-car information and automation systems.

“Automakers are reinventing the automotive supply chain by breaking the stronghold that traditional tier-1 electronics suppliers have had on the market,” Mr. Boyadjis wrote at the time. “In years past, an automotive original equipment manufacturer (OEM) would source a navigation system from a supplier with little interest for what it did or how it was designed. Now OEMs work directly with ‘nontraditional’ suppliers like NVIDIA, Sharp, Flextronics, and Google to ensure their infotainment systems meet quality, usability, and performance guidelines.”

As part of the deal announced Monday, Ford will get a dedicated team of QNX engineers to help integrate such QNX products as QNX Neutrino Operating System, Certicom encryption technology, QNX hypervisor (a heads-up display system for windshields) and QNX audio processing software. Mr. Wall couldn’t say when new Ford cars featuring the partnership’s software will hit the market, but did confirm that QNX will not “fork” its software just for Ford; it will continue to offer standardized tech to all auto makers (QNX is already installed in approximately 60 million vehicles). The duration or value of the contract was also not disclosed.

“The future of the automobile is all about embedded intelligence,” wrote BlackBerry CEO John Chen in a statement. Mr. Wall also took the opportunity to tout QNX’s preparations to work with automated and self-driving vehicle systems.

Mr. Wall described Monday’s deal as a continuation of BlackBerry’s shift from hardware to software. In its most recent quarter, the company reported a 111-per-cent increase from the previous year in non-GAAP revenue for software and services: \$156-million for the second quarter of fiscal 2017.

Over the weekend, BlackBerry posted a blog post [<http://blogs.blackberry.com/2016/10/bloomberg-corrected/>] refuting media reports that suggested its leadership in the embedded market was under assault in part thanks to Apple hiring away key talent for its Ottawa-based smartcar team, which is led by QNX co-founder and former BlackBerry executive Dan Dodge.

In 2014, Ford abandoned Microsoft as the main vendor for its Sync infotainment platform, and currently supports Apple or Android users who want to connect their phones to Ford vehicles. QNX will not compete with Apple or Android directly as those in-car software systems work on top of QNX.

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(-0.47%)
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-0.11
(-0.94%)
- F-NFord Motor Co
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-0.07
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BlackBerry signs agreement with Ford to install QNX in more vehicles

BY VITO PILIECI

FIRST POSTED: MONDAY, OCTOBER 31, 2016 04:43 PM EDT | UPDATED: MONDAY, OCTOBER 31, 2016 08:48 PM EDT



Ford SYNC. (QNX Software Systems/Flickr)

BlackBerry Inc. has signed a new deal with Ford Motor Co. to create software that will help drive future vehicles from the American automotive giant.

In an announcement after the markets closed Monday, BlackBerry revealed the deal from its QNX campus in Ottawa. However, John Wall, senior vice-president and head of QNX, said details, including the financial implications for BlackBerry, are confidential and refused to disclose any specifics.

"Ford is an industry leader and the opportunity to contribute our world-class technology to their products is a privilege," he said. "Ford's expanded application of our software and services illustrates the diverse and broad value we can bring to market."

QNX, the Ottawa software maker that is wholly owned by BlackBerry Ltd., has been working with Ford since 2014 after the automotive giant decided to part ways with Microsoft Corp. Microsoft had been providing Ford with software for its Sync in-car entertainment system.

QNX announced another collaboration with Ford in January, which would see its software in more of the computer networks of Ford cars.

While he wouldn't reveal the specifics of the deal, Wall said the agreement will see QNX sell its software directly to Ford, which Wall said is the first such agreement QNX has struck with an automaker.

QNX software is already installed in more than 60 million vehicles around the world. In a vast majority of those cases, the Ottawa-based subsidiary sells its software to a third-party parts maker, which installs the QNX software onto a part that is then shipped to the manufacturer.

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Updated: BlackBerry Inks Agreement with Ford to Accelerate Cars of the Future

QNX

10.31.16 / Inside Blackberry Blog
4 Comments

(Updated with media coverage) When the first Model T rolled off the assembly line in 1908, Henry Ford couldn't have envisioned the software- and electronics-powered vehicles Ford Motor Company makes today. While companies including Tesla and Mercedes already have launched semi-autonomous cars, Ford has a more ambitious goal. This summer, Ford announced that it intends to have fleets of fully autonomous (self-driving) cars on the road within five years.

(This blog is by John Wall, Senior Vice-President and Head of QNX Software Systems)

Already, the software in an average high-end sedan contains over 100 million lines of code, dwarfing the amount of software in the space shuttle, Boeing 787 Dreamliner, and Microsoft Office combined. The escalation of fully self-driving vehicles – projected by McKinsey to hit 15% of all cars sold within 15 years – promises to accelerate that trend, making software and connectivity – not engines or hardware specs – the central factors in auto making.

Ford is taking a leadership role in innovating connected vehicles and mobility. For instance, its latest Ford F-150 truck uses 150 million lines of code. BlackBerry's QNX software already powers Ford's SYNC 3 (below) Infotainment system (and is found in 60 million cars from other carmakers). In an agreement announced today, BlackBerry will dedicate a team of engineers to work with Ford on expanding the use of the QNX Neutrino operating system, Certicom security technology, the QNX hypervisor, and QNX audio-processing software in developing the next generation of connected cars.

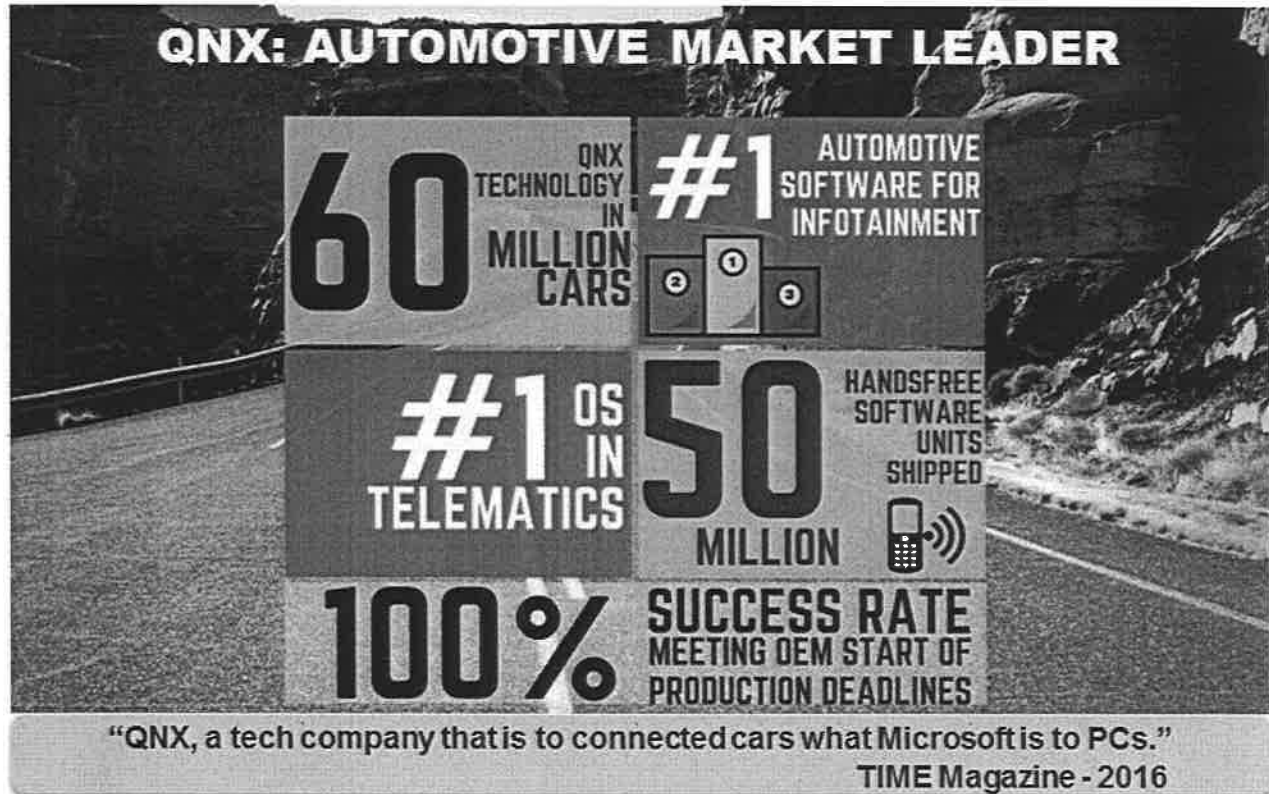


"The future of the automobile is all about embedded intelligence. I believe our expertise in secure embedded software makes us the preferred technology provider to put the smart in the car," said John Chen, BlackBerry executive chairman and CEO.

BlackBerry is Powering the Cars of the Future

The combination of BlackBerry's expertise in security and QNX's mission-critical embedded software for automotive allows us to offer Ford the most secure, trusted, and reliable platform that can power – and secure – almost every aspect of the connected car.

BlackBerry's QNX may be best known as a platform for infotainment and 3D navigation. Our dominance (**see below**) is such that Time Magazine called QNX in March the "tech company that is to connected cars what Microsoft is to PCs." But underlying what you see on your car's dashboard are the fundamental building blocks for the modules in cars that can control an automobile. In fact, our ADAS platform is the only one available today that is ASIL-D certified, meaning it is the only one ready today for carmakers to create autonomous car driving systems on top of it.



In today's press release, Raj Nair, executive VP of product development and chief technical officer at Ford Motor Company said, "With the success of our SYNC 3 system globally, which is based on the BlackBerry QNX operating system, we understand the importance of the connected car experience to our customers. Growing our expertise, experience, and use of the BlackBerry QNX embedded software platforms will help ensure we deliver the high-quality, highly secure experience that our customers expect."

BlackBerry is Putting the Smart in the Car

Our new agreement with Ford signifies the acceleration in our company's pivot from hardware to software and extends our leading position in the automotive sector, where security and mobility are critical for the connected car.

We'll be providing Ford with an unmatched, holistic solution, protected by BlackBerry's legendary security pedigree, technology, and services and the highly reliable, safety-certified, and secure QNX software platform, to secure and power the connected car.

"Ford is an industry leader and the opportunity to contribute our world-class technology to their products is a privilege. Ford's expanded application of our software and services illustrates the diverse and broad value we can bring to market," said Chen.

The future of automotive is all about embedded intelligence, about delivering the reliable and highly secure experience that customers expect. As companies like Ford realize the promise of the connected car, BlackBerry will be standing alongside them, putting the smart in the car.

Media Praises Agreement

Major media outlets reported quickly and favorably on the Ford-BlackBerry agreement. Here are some of the news reports released within hours of the Oct. 31 announcement.

"[BlackBerry's software] will also **provide more security at a time when worries abound about the possibility that in-car communications systems are susceptible to hacking**. Automakers are working to shut out hackers, who they fear could take over systems tied to the car's computers like steering or braking, and possibly deliberately cause a crash." – USA Today, *Ford Signs Connectivity Deal with BlackBerry*

"In addition to helping Ford utilize existing software, the new deal means BlackBerry can put itself at the center of Ford's future plans for self-driving cars, **helping the Canadian company in its stated aim of pivoting from a hardware company to a software one**. ... BlackBerry's days of dominating the cellphone market are long gone but the company's **QNX subsidiary is its most promising hope for future success**." – The Verge, *BlackBerry Signs Deal with Ford to Work on Cars of the Future*

"Being recognized as a Tier One supplier, rather than having to go through other suppliers to sell to companies like Ford, is important for BlackBerry's future in the automotive industry. The Canadian company is developing software for several challenges facing car companies, including helping to coordinate functions for autonomous vehicles." – The Wall Street Journal, *BlackBerry Earns Tier One Supplier Status With Ford*

"Ford went to QNX to power its SYNC 3 in-car infotainment system, kicking Microsoft to the curb after it provided the basis for the original Sync and its successor, both of which were widely criticized for their flaws. ... While the press release makes no mention of autonomous driving specifically, QNX's software is cleared for use in self-driving systems, and Ford is pursuing autonomous tech aggressively, so **it's likely BlackBerry's software will figure into those plans**." – TechCrunch, *BlackBerry Teaming Up With Ford for Broader Use of QNX in Connected Cars*

"BlackBerry has held up QNX as a key driver of future growth as the company pivots away from phone hardware, and said the fact that it's **used in more than 60 million cars** worldwide gives it the expertise to continue playing a major role in automotive software." – Bloomberg, *BlackBerry, Ford Extend Partnership to Develop Car Software*

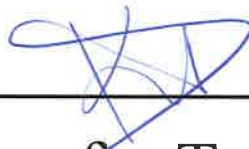
"We're starting to work with Ford now," [John Wall, BlackBerry senior vice president and head of the software subsidiary QNX] said. "The possibilities of where we can be used in the vehicle is basically in the entire vehicle." – The Detroit News, *BlackBerry, Ford to Expand Use of Software Behind SYNC*

"The deal will **create a direct link** between the two companies and shorten the turnaround time for new software developments." – ZDNet, *BlackBerry Inks Deal with Ford to Expand Usage of QNX Platform*

"As Ford is increasingly focusing on developing automated vehicles, it agreed to work directly with BlackBerry to deploy the secure QNX OS into cars. The deal **marks a major milestone** for BlackBerry, which so far has been selling its technology to auto industry suppliers, but not directly to automakers. ... Eliminating the middleman and becoming a Tier One supplier for Ford paves the way for BlackBerry to become a more important player on the auto scene." – Tech Times, *BlackBerry Taps Ford as First Major Carmaker to Use QNX Without A Middleman: Apple, Your Move*

"This announcement also pushes BlackBerry one step closer to securing the connected market, as the company recently announced the deployment of its IoT trucking software with the Caravan Transport Group in September." – Mobile Syrup, *BlackBerry's QNX to Partner with Ford to Work Towards a Connected Car*

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A handwritten signature in blue ink, appearing to be 'D. Parker', is written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

From: John Chen
Sent: Friday, January 06, 2017 8:47 AM
Subject: Mobility Solutions BU Changes – Additional Context

This email is being sent to all Mobility Solutions employees. It is strictly confidential, internal only.

Dear Colleagues,

Last month you were notified of changes to the Mobility Solutions BU. I understand that change can be difficult and I would like to provide some additional context.

As you know, BlackBerry has been on a pivot to become a software company for the past three years. As part of the transformation and with everyone's support every effort was made to make the smartphone business unit profitable again, including launching different form factors (Z3, Passport, Classic, PRIV, DTEK50, DTEK60), implementing various go-to-market strategies and engaging an external marketing consultant. I held onto the smartphone hardware business as long as possible as I wanted to maintain the company's heritage however, in order to fulfil our duties to our shareholders, I had to make the difficult and emotional decision to outsource hardware design and development. The strategy enables us to continue to have BlackBerry smartphones in market however, it unfortunately requires a reduced headcount in the Mobility Solutions BU.

The management team have worked very hard in negotiating agreements with Ford and TCL. I have very mixed emotions about the employment deals with Ford and TCL. On the one hand I am pleased that we were able to secure an alternative employment option for most of the impacted team, on the other hand I am sorry to have to lose great talent and loyal colleagues from BlackBerry.

I have stayed close to your feedback since the announcements of our partnerships with these two solid companies. I know that some in-scope employees have asked about staying with BlackBerry and moving to another group, such as BTS to support the Autonomous Vehicle Innovation Center (AVIC). Whilst the AVIC has been announced, the project is still developing and its timeline is undetermined. The Ford and TCL deals are in-hand and my priority has been to ensure that as many impacted employees as possible have a good home at a company that will make the best use of your

talents. It is also important to remember that both Ford and TCL will work closely with BlackBerry in the future therefore, transferred employees will continue to contribute to BlackBerry's future.

For those in-scope employees who are not extended employment offers or decline a role at Ford or TCL, your manager and HRBP will evaluate internal opportunities to redeploy you within BlackBerry as much as possible. For additional information and if you have further questions, please contact your manager and/or HRBP.

I am very grateful for all of the hard work, commitment and contributions that you have given to BlackBerry. I wish everyone the best for the future, whether that is at BlackBerry, Ford, TCL or elsewhere.

Sincerely,

John Chen

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A Commissioner for Taking Affidavits, etc.

From: zracz@blackberry.com

Sent: January 16, 2017 10:32 AM

To:

Subject: Ford offers - in progress, please ensure you are able to receive it in person

Sent as BCC to the entire Silver team.

As always please keep the Silver communications confidential. Even more so, considering the nature of the activities during this week, they are absolutely confidential, even among Silver team members.

Folks,

Ford's offers to the Silver employees started last week. This week they continue during this week and by Friday Jan 20th, from what I have been informed, everyone that is part of Silver will get an offer. This is excellent news.

At each site there are people coordinating the offers schedule. Look for a calendar invite and/or email that will ask you to join the meeting.

- Waterloo: Mon-Tue.
- Cary: Tue.
- Sunrise: Tue-Wed.
- Ottawa: Wed-Fri.

- San Diego: last Friday.
- Mississauga: last Thursday.

Please make sure you are available in person to receive the offer from the Ford HRBP. Any immediate questions, can be asked and hopefully answered in the meeting.

I would ask leaders who have people on leave to work with BlackBerry HR to reach out to the employees, and see if they can come on site for the offer. Of course, we need to show flexibility in accommodating these.

There will be, at each site a "Benefits 101" session to walk people through the benefits and hopefully that will answer many generic questions.

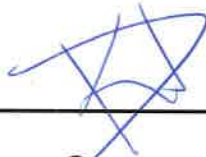
Any other questions, since most will likely be specific to you have please ask them appropriately:

- Offer package details: Ford HR
- Technical (role, responsibility), concerns, more information on projects: myself or any of the senior leaders on Silver (Khaled, Leonard, Vilok, Cristian, Daryl, etc).
- BlackBerry related questions (VIP, pay, vacation, etc.): BlackBerry HR. There will be HRBP reps from BlackBerry at each site to support you during this week.

And as always, if you want to raise with me anything confidential matter please do not hesitate to do so. My door is open and it will be my priority for the next while to work on these.

Best regards,
Zoltan

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A Commissioner for Taking Affidavits, etc.

From: Ralph Pini
Sent: Wednesday, December 14, 2016 10:41 AM
To: David Parker <dparker@blackberry.com>
Subject: RE: Position with licensing

David

As you know the activities today within Mobility Solutions will be not all be present when we transition to a Software Licensing unit. So this means that the work you are doing today might not remain in the new model and we will need to find the next best possible match.

I also recommend you give a chance to the Ford opportunity before making a decision since there is some really great innovation going on.

Ralph

From: David Parker
Sent: Wednesday, December 14, 2016 9:31 AM
To: Ralph Pini <rpini@blackberry.com>
Subject: Re: Position with licensing

BTW, just wanted to mention that I spoke with HR on this and indicated that I would like to stay with BlackBerry. HR's response was that there would be no guarantee that a position would be found with BlackBerry for those who decide to decline ford's offer.

Would it be acceptable for me to share what you have told me on this?

Sent from my BlackBerry - the most secure mobile device

From: rpini@blackberry.com
Sent: December 14, 2016 10:06 AM
To: dparker@blackberry.com
Subject: RE: Position with licensing

Thanks David for reaching out. If the position at Ford is not taken for whatever reason than the employee will remain a BlackBerry employee. Then we will try our best to match the skillset with activities in the software licensing team.
Ralph

From: David Parker
Sent: Wednesday, December 14, 2016 8:15 AM
To: Ralph Pini <rpini@blackberry.com>
Subject: Position with licensing

Hi Ralph,

In our discussion after the town hall last Thursday you had indicated that anyone who did not want to take a position with Ford would be offered a position within the BlackBerry licensing group. Can you please confirm that this is still the case?

Thanks
David

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A Commissioner for Taking Affidavits, etc.


From: Amber Jessup
Sent: Friday, December 23, 2016 12:23 PM
To: David Parker <dparker@blackberry.com>
Subject: QNX roles

Hello David,

I checked with the HRBP who supports QNX and she said that there are no new roles open at this point in time other than what was already approved, nor was she aware of when any new ones would be opened.


Thanks,

Amber Jessup
HR Business Partner Manager
Office: +1 (519) 888-7465 x 13055
BlackBerry: 613-291-8217
ajessup@blackberry.com

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From: vvogel@blackberry.com
Sent: February 25, 2017 4:46 PM
To: dparker@blackberry.com
Cc: athurber@blackberry.com; rebgraham@blackberry.com; janice.payne@nelligan.ca
Subject: FW: Ford job offers

David, I am following up with you, with a copy to your counsel, in light of our recent correspondence relating to Ford, and your two e-mails with continuing questions about the transaction.

As we have previously indicated, BlackBerry has not terminated your employment, nor transferred it to Ford. The choice as to whether or not to accept the job offer from Ford is your choice (you are not required to accept it). If you would prefer to instead continue your employment with BlackBerry, you should do so. I am sure you know that BlackBerry has roles at the same level that match your skill set. If you are interested in staying, HR would work with you to find a suitable/comparable role. We wanted to reach out to you again at this stage, while you are still a BlackBerry employee, to make this clear to you in case there was still any doubt about this in your mind. Please let us know.

Kind Regards,

Vann Vogel
 Senior Director, Compliance and Employment Law
 (M) 347-268-2170
vvogel@blackberry.com
BlackBerry. Secured. Protected. Connected.

From: dparker@blackberry.com
Sent: February 24, 2017 2:33 PM
To: athurber@blackberry.com
Cc: rebgraham@blackberry.com
Subject: Re: Ford job offers

Thanks. Was just wanting to confirm that the negotiations you mentioned were put of the larger business arrangements and would therefore have seen BlackBerry benefitting financially.

Sent from my BlackBerry - the most secure mobile device - via the Rogers Network

From: athurber@blackberry.com
Sent: February 24, 2017 5:56 AM
To: dparker@blackberry.com
Cc: rebgraham@blackberry.com
Subject: RE: Ford job offers

David,

In respect of your question below, while I believe the statement is self-explanatory, I can advise that Ford expressed an interest in offering employment to various BlackBerry employees and was permitted to do so as part of the arrangements between it and BlackBerry.

Thank you,

Alex

From: David Parker
Sent: Thursday, February 23, 2017 10:40 AM
To: Alex Thurber <athurber@blackberry.com>
Cc: Rebecca Graham <rebgraham@blackberry.com>
Subject: RE: Ford job offers

Hi Alex,

Can you tell me what it means when you state:
 "Ford negotiated for the right to offer employment to Mobility Solutions employees"

Thanks

From: Alex Thurber
Sent: Thursday, February 23, 2017 1:04 AM
Cc: Rebecca Graham <rebgraham@blackberry.com>
Subject: Ford job offers

Greetings,

We have received a number of questions relating to the acceptance or rejection of Ford offers. Below is a Q and A addressing several of the questions received.

Q. Am I being transferred to Ford?

A. No. Your employment is not being transferred to Ford. Ford negotiated for the right to offer employment to Mobility Solutions employees. It has made confidential job offers, the terms of which were determined by Ford. It is your choice whether to accept the offer from Ford or not.

Q. Am I required to accept a job offer from Ford?

A. No. Your decision to accept a job offer from Ford is yours, and yours alone. You may accept or reject any offer.

Q. If I don't receive a job offer, or decline a job offer, is my employment with BlackBerry terminated?

A. No. If you don't receive, or if you decline an offer from Ford, your employment will continue with BlackBerry. It will continue in the same position as before and we will consider you for comparable roles on another team at BlackBerry if your position subsequently becomes redundant.

Q. Are comparable roles available?

A. We have already placed several employees in comparable roles (in the same job position) who have chosen to remain at BlackBerry. We will work with you to find a suitable and comparable role if you choose to stay and continue your employment at BlackBerry. In the event we cannot find a comparable role on another team and determine that we must subsequently terminate your employment, you would then be eligible for separation pay per the terms of your employment agreement.

Q. If I accept a job offer from Ford, am I required to submit a letter of resignation?

A. We have requested a letter to confirm your acceptance of Ford's job offer and thus resignation from BlackBerry, to complete your file. If you choose not to submit a letter, we will nonetheless recognize your acceptance of employment by Ford and accept it as a resignation from BlackBerry.

Q. I was told that Ford job offers in Canada are conditional, and contingent upon post-employment verification of education. What is the status of my employment with BlackBerry if I do not pass the Ford background check?

A. Ford has informed us that it will waive educational background checks in Canada. Resignations from BlackBerry are effective and final once you begin employment with Ford.

We will follow up later this week with a letter to all employees who have accepted Ford offers that addresses pay, benefits and continuing obligations to BlackBerry. For those of you who are leaving BlackBerry, we wish you great success in your new position.

Alex

This transmission (including any attachments) may contain confidential information, privileged material

083

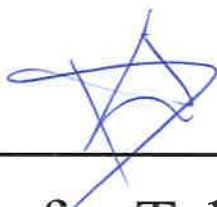
(including material protected by the solicitor-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

Le présent courriel et les documents qui y sont joints sont exclusivement réservés à l'utilisation des destinataires concernés et peuvent être de nature privilégiée ou confidentielle. Toute distribution, impression ou autre utilisation est interdite aux autres personnes. Si vous ne faites pas partie des destinataires concernés, veuillez en informer immédiatement l'expéditeur, ainsi que supprimer ce courriel et les documents joints de manière permanente.

This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the solicitor-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

THIS IS **EXHIBIT “J”** TO THE
AFFIDAVIT OF **DAVID PARKER**,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

A handwritten signature in blue ink, consisting of a stylized, overlapping loop and a diagonal stroke, positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.

From: zracz@blackberry.com
Sent: January 27, 2017 9:41 AM
To:
Subject: RE: Ford offers - next steps

Folks,

To hand in your signed offer, please go by Godrich' Hollow and deliver your papers in person to the Ford HR people. It's going to be open between now and 2:30 pm.
Best regards,
Zoltan

From: Zoltan Racz
Sent: Tuesday, January 24, 2017 4:38 PM
Subject: Ford offers - next steps

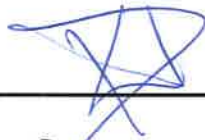
Bcced to all Silver Ottawa team,

I got a number of questions on the "next steps" and decided to send everyone on Silver in Ottawa a message. In terms of next step on offers, this is what the expectation from Ford is:

- As soon as you have made a decision, email Alyssa Andre and indicate in a brief email what your decision is: aandree@ford.com
- If you accept, sign all the papers and be ready to drop them off this coming Friday. Alyssa and Ron from Ford will come on site to pick the offers up.
- If you are unable to deliver the offers to them in person, drop your signed offer off at my office and I will hand it over to them on your behalf.

Best regards,
Zoltan

THIS IS **EXHIBIT “K”** TO THE
AFFIDAVIT OF **DAVID PARKER**,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.

From: Amber Jessup
Sent: Thursday, February 02, 2017 11:51 AM
Subject: ACTION REQUIRED: Transition to Ford

Good Morning

HR has been informed that you have accepted a position with Ford. As part of your transition from being a BlackBerry employee, there are several items that need to be taken care of prior to your last day. **Please read carefully and reach out to me if you have any questions.**

This email will cover the process for:

1. **Written confirmation of resignation**
2. **Post-employment obligations**
3. **Your Equipment: IT and device collection process**
4. **Primary BlackBerry device and phone number**
5. **Expenses**

Written confirmation of resignation

As you have accepted new employment, you are required to submit formal notice of your resignation. Attached is a template resignation letter that you are required to complete, sign and submit. **Please complete the letter and return (in person or by email) by February 10th.**

Before your last day you will receive a Resignation Acceptance Letter from HR. This document confirms your last day with BlackBerry as well as some final details concerning your benefits, vacation pay and other pertinent information.

Post-employment obligations

Please review the attached document titled *Post-employment obligations*. To confirm your understanding, please print the document, sign, and return with your resignation letter.

Your Equipment: IT and device collection process

You will be receiving further communications regarding the collection of IT equipment in the weeks leading up to your last day. You also may receive a communication from Software Operations and/or Beta regarding the collection of devices issued by these teams and steps for returning these items.

Primary BlackBerry device and phone number

BlackBerry is providing you with the opportunity to keep your current active primary phone number as well as your secure, released, production BlackBerry device where possible. In order for you to be able to keep your phone number and device, you are required to provide the following information by responding to this email by **February 10th**.

1. Confirm if you would like to keep your current active primary phone number*.
2. If yes, please confirm the phone number.
3. Please send me the model and IMEI of the device you would like to leave with.

NOTE: The device must be a secure, released, non-beta device. We will confirm if it is secure. If your current device is a pre-release device (i.e. Mercury), a beta device, or a competitor device issued by BlackBerry, you cannot take it with you and it must be returned prior to your last day. Please let me know if your device is in any of the above categories.

If we have determined your device is secure, on your last day, we will security wipe your device and then you can take it with you. Please ensure that you know your BlackBerry ID for the security wipe process. **DO NOT** wipe your device yourself, we will just have to wipe it again.

If your device is not secure, you are not permitted to keep it and it must be handed in on your last day.

****Important Note About Assuming Financial Responsibility of Corporate Phone Numbers*** - If you would like to keep your current corporate mobile phone number, you will be able to assume ownership of your number with the same carrier it is currently active with. IT Carrier Solutions will be providing you with the required steps to be able to complete this process following your confirmation that you wish to keep your mobile number. If you do not complete the process by the date specified, then the number will be forfeited with no exceptions. It is up to you to ensure the process is completed in a timely manner. You will be required to contact the current carrier to confirm you are accepting financial responsibility for the phone number going forward.

BlackBerry is providing you the option of keeping your current mobile number to aid you in your transition. By releasing the number to you, BlackBerry will no longer be responsible for this number or the account associated with this number. It is your choice if you'd like to keep your number. If you choose to keep your mobile number, you will assume financial responsibility. Further, some employees may be given the option to port their number into Ford's mobile plan. If you want to explore that option, please reach out to your Ford leader or Ford HR. BlackBerry will not be porting mobile numbers directly to Ford.

Expenses

Employees are expected to complete an expense reports for any charges on their corporate AMEX prior to their last day to ensure prompt payment.

Further communications on the logistics of your last day will follow approximately one week prior to your last day. If you have any questions about anything in this email, please let me know.

Thank you,

Amber Jessup
HR Business Partner Manager
Office: +1 (519) 888-7465 x 13055
BlackBerry: 613-291-8217
ajessup@blackberry.com

BlackBerry. Secured. Protected. Connected.

Date: _____ 2017

BlackBerry, Human Resources
2200 University Avenue East
Waterloo, ON N2A 0A7

Dear BlackBerry,

Please be informed that I have accepted an offer of employment with Ford and will transfer to my new employer effective _____.

With this letter, I am submitting my resignation from my employment with BlackBerry effective _____. My last BlackBerry working day will be _____.

Employee Name (print): _____

Signature: _____

(For contacts necessary after employment termination date, including tax information forwarding, I am providing the below personal information.)

Personal Email: _____

Home Address: _____

Home Phone: _____

Post-employment obligations

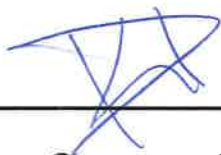
All BlackBerry property shall be returned to BlackBerry prior to your final day at BlackBerry. Please note that upon your termination of employment from BlackBerry you are not entitled to use (i) any BlackBerry developed software, technology and other intellectual property (inventions, patents, know-how and proprietary information, including that which you developed as a BlackBerry employee), (ii) any third party technology licensed by BlackBerry, and (iii) any equipment owned by BlackBerry. You are not entitled to access any BlackBerry internal systems after your termination from BlackBerry.

To confirm your understanding, please print this document, sign below, and return with your resignation letter.

Employee Name (print): _____

Signature: _____

THIS IS **EXHIBIT “L”** TO THE
AFFIDAVIT OF DAVID PARKER,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

A handwritten signature in blue ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.

From: athurber@blackberry.com
Sent: February 23, 2017 1:04 AM
To:
Cc: rebgraham@blackberry.com
Subject: Ford job offers

Greetings,

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Q. Am I being transferred to Ford?

A. No. Your employment is not being transferred to Ford. Ford negotiated for the right to offer employment to Mobility Solutions employees. It has made confidential job offers, the terms of which were determined by Ford. It is your choice whether to accept the offer from Ford or not.

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We will follow up later this week with a letter to all employees who have accepted Ford offers that addresses pay, benefits and continuing obligations to BlackBerry. For those of you who are leaving BlackBerry, we wish you great success in your new position.

Alex

THIS IS **EXHIBIT “M”** TO THE
AFFIDAVIT OF **DAVID PARKER**,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

A handwritten signature in blue ink, consisting of a large loop and several intersecting lines, positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.



Ford Motor Company of Canada, Limited
Ford du Canada Limitée

The Canadian Road
P.O. Box 2000
Oakville, Ontario
L6J 5E4

January 18, 2017

David Parker
4000 Innovation Drive
Kanata, ON K2K 3K1

Dear David,

On behalf of Ford Motor Company of Canada, I am pleased to offer you the position of Supervisor Platform Test, Leadership Level 6 (LL6) position. We believe you have the personal and professional qualifications to make a significant contribution to Ford of Canada.

Base Salary: Upon hire your base salary will be \$142,400.00 per year (CAD).

Signing Bonus¹: \$33,000.00(CAD)

This amount will be paid within three weeks after your effective date of hire. The amount of \$33,000.00 (CAD) is a hiring bonus. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

Annual Incentive Compensation Plan (bonus)²: You will be eligible to participate in the Company's Annual Incentive Compensation Plan (AICP) with a pro-rated bonus for service in 2017 provided you have commenced your employment with Ford of Canada before December 31, 2017. In April of each performance year, employees are notified of their AICP target; the present target for Canadian LL6 employees is \$15,000.00 (CAD). Assuming the Company makes a bonus payment to employees for the calendar year 2017 the awards will be paid in March 2018. Payments are subject to the 2008 Annual Incentive Compensation Plan.

Vacation: You will be eligible for 4 weeks of paid vacation in 2017; your entitlements will increase in accordance with the Ford of Canada vacation policy. In addition, you are entitled to paid company holidays starting from your first day on the job.

Vehicle Program: You will be eligible for one lease vehicle under the Management Lease Vehicle Program and one incremental lease vehicle when the Incremental Program is offered.

Ford Benefits: You will be eligible for Ford benefits, as detailed in the included materials. Please refer to these materials for detailed information on coverage.

Your eligibility under our existing policies regarding paid vacation, holidays, medical benefits, pension, annual incentive compensation plan, savings and stock investment plan, vehicle purchase plan, etc., is based on the effective date of your employment with Ford of Canada as noted below (and your service with Ford

¹If you leave Ford of Canada within one year of your date of hire or if you are discharged 'for cause' within that period, the entire signing bonus must be repaid in full to Ford of Canada within two weeks of your departure.

²Please note that this payment will not be made if you terminate your employment with Ford of Canada, or if you are discharged "for cause" prior to the payment being made.

of Canada) and is outlined in the attached benefit information summary and included materials. Items described in this letter and in the materials are subject to the terms and condition of the individual plans, policies and programs. These plans, programs and policies will be reviewed with you in greater detail when you commence employment with us and are subject to change from time to time.

Our offer is conditional on the acceptability of any references we obtain and background checks conducted and your acceptance of our Conditions of Employment for Salaried Non-Bargaining Unit Employees. Please ensure that you read carefully these attached Conditions of Employment. We draw your attention to the ability of Ford of Canada to terminate your employment at any time by providing you with the entitlements specifically required under employment standards legislation, the minimum amount of notice of termination (or payment in lieu thereof) with benefit continuation through the statutory notice period and any applicable severance pay required by such legislation.

This offer remains in effect until January 27, 2017. Human Resources will be onsite to collect your acceptance of this offer, signed Conditions of Employment and Signing Bonus Agreements on this date. We will also require a photocopy of your photo identification, social insurance card, a void cheque, and attached tax forms. This information is used for payroll purposes. Your effective date of hire will be March 1, 2017. If you have any questions prior to January 27, 2017, please contact Alyssa Andree at aandree@ford.com.

Upon acceptance we will assign to you a Global Personal Identifier (GPID) which will uniquely identify you and distinguish you from other individuals within Ford in a globally consistent manner. This GPID is used openly to identify individuals at Ford and to help control access to Ford systems, facilities and services. To generate a GPID, we will require you to provide your day, month and day of the week of birth. Your name and partial birthdate information will be retained in the GPID system which is located in the United States. Attached please find the Global Personal Identifier Data Collection and Use Statement for your review. Your signature and return of this letter and provision to us of the information required to generate a GPID is your consent to this GPID Statement.

Our policies for accommodating employees with disabilities include: Diversity and Inclusion Policy, Policy Letter No. 6 – Employment Equity, Directive B-110- Anti- Harassment, Policy and Procedure Pertaining to Harassment and Discrimination Internal Complaint Resolution Process, Directive B-111 Workplace Violence and Harassment, and Ontario Processes for Accessibility for CHQ Salaried Employees with Disabilities, including Documented Individual Accommodation Plans and Return to Work.

David, we are pleased to offer you this opportunity to join the Ford team and look forward to your favourable response.

Yours very truly,
Ford Motor Company of Canada, Limited



Steven Majer
Vice President, Human Resources

Attachment

Accept:



Date:

Jun 23 2017

*Ford Motor Company
of Canada, Limited*

**FORD MOTOR COMPANY OF CANADA, LIMITED
CONDITIONS OF EMPLOYMENT FOR SALARIED NON-BARGAINING UNIT EMPLOYEES IN ONTARIO
WHO WERE PREVIOUSLY EMPLOYED BY BLACKBERRY**

In consideration of my employment by Ford Motor Company of Canada, Limited, or any subsidiary, affiliate or parent company thereof, hereinafter called the "Company", and of the continuation of my employment, I hereby agree as follows:


1. My employment shall be subject to my ability to legally work in Canada and subject to verification of the information provided in my application form and the receipt of references satisfactory to the Company.
2. The Company may terminate my employment at any time for any reason, including but not limited to during any probationary period, by giving me the minimum amount of notice of termination and/or payment in lieu of notice (with benefit continuation throughout the statutory notice period) and any applicable severance pay required by the Ontario Employment Standards Act, 2000 or regulations thereto as amended, replaced or superseded or the successor statute, if any (Employment Standards Legislation) in effect at the time of termination. For greater certainty, this represents my maximum entitlement upon termination and includes all payments to which I may be entitled, statutory, at common law or otherwise, except where I have entitlements specifically required under Employment Standards Legislation.
3. My salary will be calculated up to and including the 15th and last day of each month or such other days or day of the month as the Company may designate from time to time, and the amount found to be due me will be deposited to the credit of my bank account as designated by me, and will be available to me on the said day(s) or, if any such day falls on a holiday, on the next preceding banking day(s); provided however, that if the Company makes any payment for overtime work, any amount due to me for overtime shall not be deposited to my bank account nor be available to me until at least the regular payday next following that for the period in which the overtime was worked.
4. I will at any and all times during the period of my employment and afterward co-operate with the Company in the prosecution or defense of any litigation, issue, or controversy that may arise relating to the business of the Company.
5. My employment by the Company and the compensation received as such employee shall constitute the sole consideration for the performance of the agreements herein contained. Any subsequent change or changes in the duties, compensation or any term of my employment shall not in any way affect the validity of this Agreement.
6. I agree to abide by the rules, regulations, personnel practices, procedures, directives and policies of the Company (the "Policies") as issued and in effect from time to time and the provincial and federal laws of Canada.
7. I acknowledge that the Company reserves the right to change, amend or terminate, in whole or in part, without advance notice, the Policies and any Company programs, including but not limited to any employee benefits, benefit programs and/or retirement plans, including for employees, retirees and/or eligible dependents/beneficiaries at any time, subject to applicable laws. I further acknowledge that, as an employee hired on or after January 1, 2005, I will not be eligible for any post-employment non-pension benefits except as specifically provided for in Section 3 above, including in retirement.

*Ford Motor Company
of Canada, Limited*

8. These conditions of employment are subject to such modification as may be necessary to comply with government employment legislation applicable to the Company and that may be in effect from time to time. I acknowledge that the terms contained herein and in the attached Confidential Information and Inventions Assignment Agreement Addendum are the entire terms of my employment and any purported arrangements, agreements or understandings shall not be valid unless signed by me and the Human Resources Representative of the Company.
9. I agree to pay the Company upon demand the value of any overpayments, travel advances, non-payment of expenses incurred on Company credit cards, or the cost of any equipment received by me in its employ which is lost or damaged or which I fail to return in good condition (except for ordinary wear and tear in the course of business). I waive any responsibility on the part of the Company for loss or damage to personal equipment.


Employee Signature


Date


Human Resources Representative Signature


Date

Global Personal Identifier Data Collection and Use Statement

Ford respects your privacy and is committed to protecting it. We provide this statement to inform you of the Global Personal Identifier (GPID) so that you are aware of its purpose and how your personal information will be used. The purpose of the GPID is to uniquely identify you and to distinguish you from other individuals within Ford in a globally consistent and sustainable manner without relying on government-issued identifiers and other similar personal data. To do this we require you to supply your name, day of birth, month of birth, and day of the week of birth (a multiyear lookup calendar is provided). Authorized Ford system administrators will be able to use the GPID database to identify individuals to help manage and control access to Ford systems, facilities, and services. The data you submit is visible only to those authorized administrative staffs for the management of identity. Your day of birth, month of birth, and day of the week of birth will not be passed to any other internal or external system.


GPIDs are used openly to identify people in Ford globally, and they are for identification purposes only. Knowledge of a GPID does not provide any authorization, authority, or access. For authorization, authority, or access to Ford systems, facilities, and services other items or information is required, such as a password or entry card. A GPID identifier and associated name may be transmitted by Ford to a service provider when necessary for proper identification and only if the service provider could not meet its obligations to Ford or you without the information (e.g. travel administration, vouchers, and other similar processes that today identify you as a person).

The GPID application will assign you a unique life-long identifier that will be retained for the duration of all your engagements with Ford and will be retained beyond the end of your last engagement as needed for Ford to identify you. An engagement includes employment, providing contract services or receiving something from the company, and includes the period during which the company has unfulfilled obligations to you (e.g. pension obligations to you or your spouse where applicable). This process is to enable even employees, contractors, and others who return to Ford after a period away to receive the same GPID. After the retention period, your GPID and your personal data which has been used to generate the GPID will be securely destroyed.

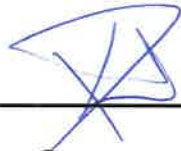
Since Ford operates globally, the information you submit may be transferred outside the country of origin to other Ford locations or Ford operations and initially will be retained by Ford in the United States in a GPID database. This and all other transmissions will remain secure and under our sole control.

Should you have any questions regarding the accuracy of your data, other questions about GPID, or require further information, please send your request by e-mail to gpidthelp@ford.com

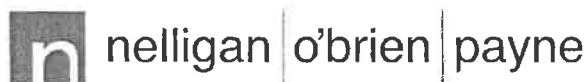
I have read and understand this statement.


IT Security & Strategy
GIS1 Item Number: 02.01
GIS2 Classification: Proprietary

THIS IS **EXHIBIT “N”** TO THE
AFFIDAVIT OF **DAVID PARKER**,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

A handwritten signature in blue ink, consisting of a stylized 'A' with a cross through it, positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.



Janice B. Payne, Tel: (613) 231-8245, Fax: (613) 788-3655, janice.payne@nelligan.ca

February 15, 2017

VIA EMAIL: john.chen@blackberry.com

Mr. John Chen, CEO
Blackberry Limited
San Ramon, Bishop Ranch, 4018
California, U.S.A.

Dear Mr. Chen:

Re: *Class Action against BlackBerry Limited*
Ontario Superior Court of Justice File No. 17-71659
Our File No.: 38829-1

We have been retained by a group of BlackBerry Limited employees to commence a Class Action against BlackBerry with respect to the termination of their employment from BlackBerry. Please see attached Notice of Action we issued today.

We will issue a comprehensive Statement of Claim shortly. Please advise who will represent you in this matter.

This Action is fundamentally a claim exercising the employees' *Employment Standards Act, 2000* ("ESA") rights, among others. As such, BlackBerry must not take any step to impact the employees' pending employment with Ford. If it did so, both companies will be liable pursuant to section 74 of the *ESA*, and we will seek further appropriate punitive and bad faith damages.

Please direct any communication in this matter to our offices.

Yours Truly,

Janice B. Payne
:lrn
Enc.

DAVID PARKER

- and -

BLACKBERRY LIMITED

Plaintiff

Defendant

Court File No. 17-17-71659

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at OTTAWA

**MOTION RECORD OF THE MOVING
PARTY**
(Certification)

NELLIGAN O'BRIEN PAYNE LLP

1500 – 50 O'Connor Street
Ottawa, ON K1P 6L2

Janice B. Payne: LSUC # 16307P

Andrew Reinholdt: LSUC #68239K

Karine Dion: LSUC #63361F

Tel: (613) 231-8245

Fax: (613) 788-3655

E-mail: janice.payne@nelligan.ca

andrew.reinholdt@nelligan.ca

karine.dion@nelligan.ca

Lawyers for the Plaintiff (Moving Party)

Courthouse Box No. 285