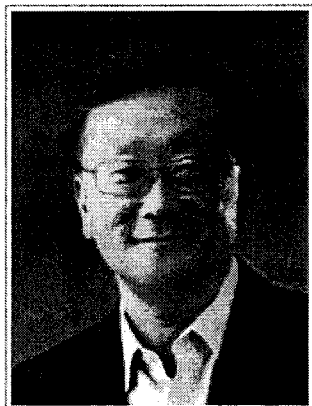


# Tab A

EXHIBIT NO. 1EXAM NO. 18-0033 DATE: 1/18/18WITNESS: Amber Jessup

## BlackBerry Executive Team

### BlackBerry Officers



**John Chen**

Executive Chairman & Chief Executive Officer

John Chen is Executive Chairman of BlackBerry's Board of Directors and Chief Executive Officer.

John is a distinguished and proven leader in the technology industry. Prior to joining BlackBerry, he served as Chairman and CEO of Sybase Inc. for 15 years, where he developed and led the company's re-invention from a mature, slower-growth technology company into a \$1.5 billion-plus high-growth innovator. Under his direction, Sybase became the leading provider of enterprise mobility and mobile commerce solutions, achieving 55 consecutive quarters of profitability.





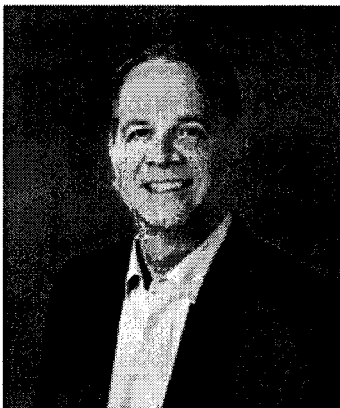
John started his career as an engineer at Burroughs Corp. in 1979, where he progressed to General Manager of the UNIX Group following a merger that renamed the company Unisys. John went on to become President of Pyramid Technology, where he served from 1991-1995, before they were acquired by Siemens Nixdorf and he was offered the position of Executive Board Member, which he held from 1995-1997.

He has testified before Congress on U.S.-China trade relations. In 2005, U.S. President George W. Bush appointed him to serve on the President's Export Council. In 2006, he was appointed co-chair of the Secure Borders and Open Doors Advisory Committee. Additionally, John chaired the U.S.-China Policy Advisory Roundtable for the Center for Strategic and International Studies (CSIS). John is actively involved in international relations. He has been a member of the Committee of 100 since 1997 and was Chairman from 2009-2011, with the dedicated mission of furthering U.S.-China relations.

In recognition of his leadership in building U.S.-Asia relations, John has received awards from the U.S.-Asia Institute, the U.S.-China Policy Foundation, and the California-Asia Business Council. For his corporate board work, he has been honored by the U.S.-Pan Asian American Chamber of Commerce Education Foundation.

John graduated magna cum laude from Brown University with a bachelor's degree in electrical engineering and holds a master's in electrical engineering from California Institute of Technology. John has an honorary professorship from Shanghai University, and honorary doctorates from San Jose State University, City University of Hong Kong, and Hong Kong University of Science and Technology.

John serves on the Board of Directors for The Walt Disney Company and Wells Fargo & Co. He is also active in the not-for-profit community, and is a trustee of Caltech, board member of the National Committee on U.S.-China Relations, member of CFR, national trustee of The First Tee and Governor of the San Francisco Symphony.



**Steve Capelli**

Chief Financial Officer

Steve Capelli is Chief Financial Officer, responsible for all of BlackBerry's financial operations including corporate accounting, FP&A, treasury, tax, procurement, pricing and investor relations.

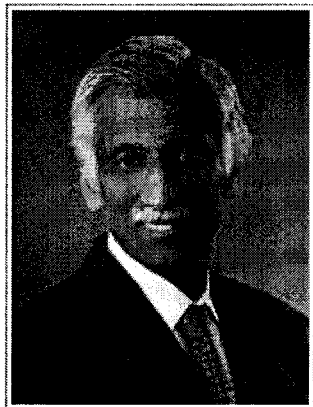


Steve has 25 years of executive experience leading financial and operations organizations in the software and technology industry.

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Prior to joining BlackBerry, Steve was President of Worldwide Field Operations at Sybase with responsibility for more than \$1 billion in annual revenue. Steve also led international operations at Sybase as General Manager with responsibility for sales, operations, finance, customer support, marketing and human resources. Prior to Sybase, Steve was Chief Financial Officer of Siemens Pyramid. Earlier in his career, he served in controllership roles at Digital Equipment Corporation, Unisys Corporation and WR Grace and Company.

Steve received a bachelor's degree in accounting from The College of New Jersey and an MBA in finance from Rutgers University. He currently serves on several corporate boards with representation on audit, compensation and governance committees.



## **Dr. Sandeep Chennakeshu**

President, BlackBerry Technology Solutions

Dr. Sandeep Chennakeshu is the President of BlackBerry Technology Solutions (BTS). In this role, he manages and drives the strategic direction of BlackBerry's innovative technology assets, including QNX Software Systems (embedded software), Certicom (cryptography applications) and Paratek (RF antenna tuning). Sandeep also manages the company's extensive patent portfolio and is a key leader of the Internet of Things strategy.

Over the past 25 years, Sandeep has been engaged in research, product development, IP creation/licensing and general management in the wireless, electronics and semiconductor industry.

Prior to joining BlackBerry, Sandeep was the President of PMP LLC & RSI Consulting LLC, offering restructuring, strategic growth and innovation consultation to multinational clients. He has previously served as Senior Advisor at Sony Corporation of America, Chief Development Officer of Freescale Semiconductor and General Manager of



Freescale's Wireless Business group, respectively. Sandeep <sup>981</sup> was also President of Ericsson Mobile Platforms and Chief Technology Officer of Sony-Ericsson and Ericsson Mobile Phones. Sandeep started his career in research and development at General Electric (GE).

Sandeep holds a Ph.D. in electrical engineering from Southern Methodist University and a Post Graduate Diploma in Industrial Management from the Indian Institute of Science. He is an Institute of Electrical and Electronics Engineers (IEEE) Fellow and is a named inventor on 73 patents.

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## **Billy Ho**

Executive Vice President, Enterprise Products and Value Added Solutions

Billy leads the Enterprise Product Management and Software organizations.

Prior to joining BlackBerry, Billy served as Senior Vice President of Product & Technology Operations at Sybase, Inc. where he was responsible for Sybase technology research, product development and customer support. He held many other leadership positions within Sybase, including General Manager of the OEM Business Unit, Senior Vice President and General Manager of the e-Business Division, and Vice President of the Product Development, Enterprise Solutions Division. He has also been a Director of Engineering at Unisys and Siemens.

Billy earned a MS in Computer Science from California Institute of Technology in Pasadena, California and a BS in Electrical Engineering from McGill University in Montreal, Canada.



**Nita White-Ivy**

Executive Vice President, Human Resources

Nita is responsible for leading the HR team to design and deliver global programs, initiatives, partnerships, solutions and services in all facets of HR to support the achievement of the company's operational goals and strategic objectives.

Before joining BlackBerry, Nita served as Chief People Officer and Chief Human Resources Officer for SAP Cloud and SuccessFactors. Prior to that, she was Vice President of Worldwide Human Resources for Sybase, Inc., where she was responsible for providing and implementing high quality, state-of-the-art human resource and security services and programs for Sybase employees, management, executives and campuses worldwide.

Nita has an MBA from Santa Clara University, Santa Clara, Calif., and has also completed several courses towards an MA in Counseling Psychology from the same institution. She earned her BS in Business Administration with finance and accounting major with honors.



**Carl J. Wiese**

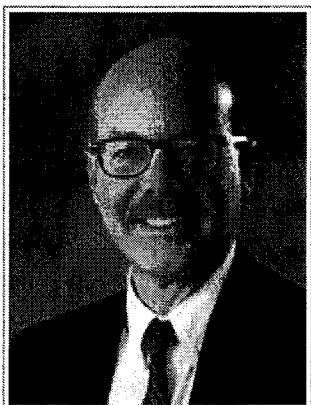
President, Global Sales

Carl Wiese is President, Global Sales, and is responsible for driving BlackBerry's go-to-market strategy and advancing the company's global sales and services efforts to drive growth.

Prior to BlackBerry, Carl spent more than a decade at Cisco in a variety of leadership roles, most recently as Senior Vice President leading the company's global collaboration business, directing sales and go-to-market strategy. He also served as Vice President of U.S. & Canada Advanced Technologies, focused on driving sales and deployment processes for new and emerging technologies that represented some of the company's highest potential growth segments.

Carl has over 25 years' experience in sales, marketing, services, and product management for high-technology companies. Previously, Carl held executive positions at Apple, Avaya, Lucent and Texas Instruments.

Carl holds a Bachelor of Science degree from Oklahoma State University.



**Steven E. Zipperstein**

Chief Legal Officer

Steve is responsible for worldwide legal, government relations, public policy, compliance, regulatory, corporate security and corporate real estate for BlackBerry Ltd. Steve also serves as the company's Chief Risk Officer and oversees the company's internal audit function.

Steve previously served as the General Counsel of Verizon Wireless from 2003 through 2011, and as a Deputy General Counsel of Verizon Communications Inc. from 2000 through 2003. Prior to the formation of Verizon Communications, Steve served as a Deputy General Counsel for GTE Corporation with corporate-wide responsibility for state regulatory, litigation and compliance matters.

Before joining GTE/Verizon, Steve served for more than nine years as a federal prosecutor in the United States Attorney's office in Los Angeles. Steve tried more than a dozen federal felony jury trials (including the first-ever prosecution against the owners of a failed savings and loan during the late 1980s) and he argued 23 cases before the 9th Circuit Court of Appeals. Steve also served as Counselor to Attorney General Janet Reno during the 1995 congressional hearings regarding the events at the Branch Davidian compound in Waco, Texas.

Steve graduated from UCLA with a bachelor's degree in Political Science with highest honors, and received his law degree from the University of California, Davis, where he graduated Order of the Coif and served as a Law Review Editor and a Member of the Moot Court Board. Steve has taught at Loyola Law School in Los Angeles and published several law review articles. He has testified before Congress on telecommunications policy issues numerous times.

Steve is a Member of the American Law Institute and a Fellow of the American Bar Foundation.



As Chief Marketing Officer, Mark Wilson is responsible for delivering the BlackBerry message through thought leadership and other opportunities that promote the brand. He also leads technology partner and developer programs, industry solutions and corporate events.

Before joining BlackBerry, he was chief marketing officer for Avaya, senior vice president of marketing for Sybase, an SAP Company, leader of the strategy practice at KPMG Consulting's Information, Communication and Entertainment Group, and a marketing manager for AT&T. Mark was named by BtoB Magazine as one of the Best Marketers from 2009-2011 and 2013. He was also named to the 2013 FierceCMO list of CMOs to watch.

Mark holds an MBA and an MA in public policy studies from The University of Chicago. He received his BA from University of California at Santa Barbara.

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## Senior Leaders



Vito leads BlackBerry's Corporate Development activities, including strategy and M&A. He is also responsible for Strategic Partnerships and Alliances.

Vito joined BlackBerry after more than a decade working as a technology investment banker in New York and London, at Morgan Stanley and, most recently, as Managing Director at Perella Weinberg Partners.

He has also worked at Naspers as Corporate Development Principal and held several engineering roles at Cisco Systems earlier in his career.

Vito received a Master of Science in Mechanical Engineering from both the Politecnico di Milano and the University of Illinois, and a Masters of Business Administration from INSEAD.



**Steve Rai**

Vice President and Corporate Controller





Steve Rai is Vice President and Corporate Controller for BlackBerry. In this role he is responsible for overseeing various aspects of the CFO Organization, including: Financial Reporting, Accounting, Tax, Revenue, SOX Compliance, Payroll, Insurance and Equity Administration.

Steve brings more than 25 years of progressive experience in financial management, business advisory and assurance services to U.S. and Canadian public companies, ranging from start-ups to multinational corporations.

Before joining BlackBerry, Steve was Corporate Controller for PMC-Sierra. He previously held senior management positions with TSX Venture Exchange and PricewaterhouseCoopers LLP.

Steve holds a Bachelor of Business Administration degree with an accounting and finance major from Simon Fraser University in British Columbia, Canada. He is a Certified Public Accountant through the American Institute of Certified Public Accountants in Illinois (USA) and a member of the Chartered Professional Accountants in British Columbia, Canada.



### **Neelam Sandhu**

Senior Director of Business Operations, Office of the CEO

Neelam Sandhu is responsible for the operations of the CEO office, including supporting the CEO in managing key customer and government relationships globally, preparation for and management of executive meetings and other engagements, and driving special cross-functional projects to deliver operational efficiencies. Neelam also manages BlackBerry's travel strategy and operations.



988  
Since joining BlackBerry in 2009 Neelam has held various positions, based out of the company's United Kingdom, New York and California offices. Her responsibilities have included Brand Management, Brand Messaging, Marketing Operations, Go-To-Market for the Curve and Porsche Design products and Corporate Strategic Initiatives.

Neelam holds a bachelor's degree, with honors, in Business Management, from the University of Leicester and an Executive Certification in Financial Analysis from the University of California at Berkeley's Haas School of Business.



## Alex Thurber

Senior Vice President and General Manager, Mobility Solutions

Alex Thurber is Senior Vice President and General Manager of Mobility Solutions for BlackBerry. He is responsible for BlackBerry's global mobility product roadmap and joint development. He oversees the manufacturing supply chain, repair, customer support and product quality functions.

Alex has more than 25 years of experience in high-tech security. He joined BlackBerry in 2016 as the Senior Vice President of Global Sales. Prior to BlackBerry, he founded Thurber Technology Group, a technology company that became one of Portland Oregon's first Internet service providers, focused on providing secure connectivity to the newly commercialized Internet.

In 1997, Alex's company was the fastest growing technology company in Oregon, and the 75th fastest-growing technology company in the United States. In 1999, Alex was named Oregon's Technology Entrepreneur of the Year.



After selling his company, he spent 10 years at Cisco Systems, responsible for developing global go-to-market strategies for both security and mobility solutions. Alex left Cisco to spend three years as the head of Worldwide Channels for McAfee. After McAfee was acquired by Intel, Alex went on to run worldwide sales for two smaller security companies in the Northwest, ending by developing and executing a complete sales turnaround for WatchGuard Technologies of Seattle.



**Mike Webber**

Chief Information Officer

Mike Webber is Chief Information Officer at BlackBerry. In this role he manages Corporate Information Technology and Technology Services that are provided to BlackBerry customers globally.

Mike previously served as Vice President, Cyber Security and Core Networking at BlackBerry, responsible for all aspects of cybersecurity and networking for the Corporation and BlackBerry customer services. He has more than 30 years of experience in Information Technology and has held leadership roles at IBM, AT&T, and Cisco, focused on networking, cybersecurity, and a wide range of IT and customer service responsibilities.

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- Support (<https://ca.blackberry.com/support>)

**Corporate**

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- Developers (<http://developer.blackberry.com/>)
- Beta (<https://beta.webapps.blackberry.com/defaults/login/?cont=portals&act=index&item=>)
- Partners (<https://partner.blackberry.com/>)

**Legal Info**

- Overview (<https://ca.blackberry.com/legal>)
- Accessibility (<https://ca.blackberry.com/legal/accessibility>)
- Patents (<https://ca.blackberry.com/legal/blackberry-virtual-patent-marking>)
- Trademarks (<https://ca.blackberry.com/legal/trademarks>)
- Privacy Policy (<https://ca.blackberry.com/legal/privacy-policy>)





DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

Court File No. 17-71659

*ONTARIO*  
SUPERIOR COURT OF JUSTICE

Proceeding commenced at OTTAWA

3<sup>RD</sup> SUPPLEMENTARY MOTION RECORD  
OF THE MOVING PARTY  
(Certification)

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Lawyers for the Plaintiff

*Courthouse Box No. 285*

# Tab 30



Court File No. 17-71659

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

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Transcript Ordered: January 29, 2018

Transcript Completed: March 2, 2018

Parties Notified of Completion: March 2, 2018



3.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

U N D E R   A D V I S E M E N T S

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Question number 118: "I'm going to ask for an undertaking for any of the emails where an employee is refusing to provide a resignation letter?"	21.
Question number 135: "The witness said she can't recall. Can I have an undertaking to check to see if there are any notes of her conversations with any of the employees referred to throughout that affidavit and, if so, to provide those?"	25.

\*\*\*\*\*

NOTE:   The preceding list(s) are provided as a service to counsel and do not purport to be complete nor binding on the parties herein.

4.

LISA CARSWELL: SWORN

EXAMINATION BY MR. REINHOLDT:

MR. REINHOLDT: Good morning.

A. Good morning.

1. Q. Can you state your full name for the record?

A. Lisa Carswell.

2. Q. And you've been sworn this morning?

A. I have.

3. Q. I'm going to be asking you questions about your affidavit. If you don't understand what I'm saying or you need me to clarify just ask. I'm happy to rephrase. Before we start I understand that there's a correction that you want to make to the affidavit?

A. Correct.

4. Q. And that's at paragraph three. Your affidavit is at tab three of the responding motion record. So at paragraph three there's a heading above that says discussions with employees following December 9th meeting? Sorry, you have to say yes.

A. Yes.

5. Q. You want to correct that to say December 8th?

A. Correct.

6. Q. And then in paragraph three it says on

5.

December 9th, 2016. You want to correct that to December 8th, 2016?

A. Correct.

7. Q. And then the last sentence of that paragraph, I have reviewed the description of that meeting at paragraph 23. You want that to actually say paragraph 22?

A. Correct.

8. Q. Okay. So we'll make those corrections. Before we start is there anything else that you need to correct in the affidavit?

A. No.

9. Q. Everything else is accurate to your knowledge?

A. Yes.

10. Q. In preparing this affidavit did you review any of the other affidavits that are sworn in the Blackberry motion records, the book in front of you?

A. I reviewed Rebecca Graham's.

11. Q. Okay. That's the only other one that you reviewed?

A. Correct.

12. Q. In swearing this affidavit you've attached two exhibits to it, two emails. I don't need you to look at them right now, my only question

6.

is did you review other emails in preparing this affidavit?

A. I did not.

13. Q. These were the only two emails you reviewed?

A. Correct.

14. Q. Were you given those emails to review or did you produce them?

A. They were provided to me.

15. Q. So you didn't review all of your email correspondence with employees from September 2016 until March 2017?

A. I did not.

16. Q. Okay, so this is just two emails of that period of time?

A. Correct.

17. Q. In preparing for today have you spoken with any other witnesses who have already been cross-examined in this matter? So have you spoken with Amber Jessup?

A. I have not.

18. Q. Zoltan Racz?

A. No.

19. Q. I'm just going to ask you a little bit about your general practice as a HR professional. In your day-to-day work do you generally take notes?

7.

A. I do. I would say not all of the time. I would say when things feel like I need to take notes, I would take notes.

20. Q. So that would be conversations with employees occasionally...

A. Sometimes.

21. Q. ...you'd take notes?

A. Yes.

22. Q. What would be circumstances that would make you take notes?

A. If a conversation was getting heated or angry or contentious.

23. Q. Would you take notes if you needed to get back to someone because you didn't know the answer?

A. I would, yes.

24. Q. I understand from some of the other cross-examinations that the Blackberry HR team— And when I'm saying that right now I'm just referring to yourself, Amber Jessup, Rebecca Graham and Jennifer Mascarin— held regular meetings?

A. Correct.

25. Q. Would you take notes during those meetings?

A. Sometimes.

26. Q. So you're currently a human resources

8.

business partner?

A. Correct.

27. Q. And you've been with Blackberry since 2009?

A. Yes.

28. Q. You're currently on leave?

A. I am, yes.

29. Q. When did your leave start?

A. It started on June 7th of 2017.

30. Q. Okay. You report to Rebecca Graham?

A. I did during this time. I now report to John Mazurek.

31. Q. Okay. And for the time, just so we're clear, it's August 2016 until March 2017?

A. Correct.

32. Q. You reported to Graham through that period of time?

A. I did, yeah.

33. Q. Did you also report through Amber Jessup or was she separate?

A. She was a colleague. We both reported to Rebecca.

34. Q. And Rebecca reported to Nita White-Ivy?

A. Correct.

35. Q. Did you have any communications with Nita White-Ivy during that period of time?

9.

A. I did not.

36. Q. Did you receive any communications from her during that period of time?

MR. LAX: Can I interject. General communications, all communications with Nita White-Ivy aren't relevant. I mean, communications relative to this case may be an appropriate subject to ask about.

MR. REINHOLDT: Well if the starting point is no then I'll stop the questions, if it's yes then I'll narrow my questioning.

MR. LAX: I'm asking the witness to only answer if there were communications relative to the case.

MR. REINHOLDT: Whether it's relevant or not is something that I don't think we can agree on right now. So the fact that I'm asking if there are communications, I'll narrow my questioning afterwards but that's a fair starting point. If she says no I'm going to move on.

MR. LAX: Feel free to answer.

A. Can you repeat the question? Sorry.

37. Q. Did you receive any communications from Nita White-Ivy during the relevant period of time we already defined?

10.

A. No.

38. Q. When you're communicating with the HR team, so again Jessup, Mascarin and Graham, you do that by email?

A. Primarily in person and in email.

39. Q. In the record I see at time employees referring to pinging someone. Is that a reference to Blackberry Messenger?

A. I believe so, yes.

40. Q. Would you communicate with them by Blackberry Messenger?

A. I never did.

MR. REINHOLDT: Okay.

A. I would have communicated with Graham, Mascarin and Jessup but not employees.

41. Q. You would have communicated with them by Blackberry Messenger?

A. Yep, occasionally.

42. Q. So as I'm sure you're aware, this litigation is about an arrangement between Ford and Blackberry. When did you first become aware of any sort of business relationship between Ford and Blackberry?

A. I don't remember the exact date. It would have been late 2016, December.

43. Q. How did you become aware of this?



11.

A. I was informed through Rebecca.

44. Q. How did she inform you?

A. In a meeting with just our HR team.

45. Q. And that's referring to the same three other individuals we've been talking about?

A. Yes.

46. Q. Do you have any notes from that meeting?

A. Not that I recall.

47. Q. That would have been before the town hall meetings? The December 8th town hall meeting?

A. Correct.

48. Q. So if you want to turn to paragraph three of your affidavit.

A. Yep.

49. Q. We've already corrected it to say December 8. Were you involved in the planning of this meeting?

A. I was not.

50. Q. You attended via teleconference?

A. I did.

51. Q. Paragraph four, you say in the weeks following that meeting approximately ten to 15 individuals asked you questions. So first I want to ask, when you say in the weeks following, how many weeks are you referring to?

A. The weeks following would be from the

12.

December 9th meeting through until the offers of employment that are referred to in paragraph six of January 12th.

52. Q. Okay. You say approximately ten to 15 individuals asked you questions?  
A. Approximately.
53. Q. It could have been more?  
A. I would say not more.  
MR. REINHOLDT: Okay.  
A. It could have been less.
54. Q. Do you remember the names of these individuals?  
A. I do not.
55. Q. Any of the names?  
A. I don't.
56. Q. But you can remember the questions that they asked you?  
A. I remember the types of questions that were being asked.
57. Q. The types of questions?  
A. Yes.
58. Q. Okay. In answering these questions who did you consult with?  
A. We consulted with Rebecca Graham. Many of the questions were related to our resignation practice, which I would have known the answer from

13.

our common Blackberry practices.

59. Q. So in answering questions about resignations you didn't go back and ask anyone how to answer that question?

A. I'd need an example of the type of question.

60. Q. Well you just mentioned about resignation letters. So my question is did you have any conversations with...

MR. LAX: I don't think she said letters.

A. I didn't mention resignation letters.

61. Q. No, sorry, not letters but resignations. I apologize. In resignations let's start, did you have any conversations with Rebecca Graham about how to answer those questions?

A. We received direction from Rebecca.

62. Q. And she said to say that it meant the employee was resigning from Blackberry?

A. That if the employee chose to accept offer of employment with Ford that would mean a resignation from Blackberry.

63. Q. And you would have provided that answer consistently to anyone who asked?

A. Yes.

64. Q. And you would have expected the rest of the HR team to provide the same answer?

14.

A. I would have.

65. Q. Paragraph five, it's about communications you had with Travis Allen?

A. Yes.

66. Q. Let's just turn to the exhibit. So that's at tab A. So this is an email sent December 9th, 2016?

A. Correct.

67. Q. You received this email at the time?

A. I did.

68. Q. I don't see any answer attached?

A. No, that's because Travis and I spoke in person.

69. Q. You spoke in person?

A. We did.

70. Q. Do you have any notes from that conversation?

A. I do not.

71. Q. You had one conversation with this employee?

A. Just one.

72. Q. Just one? Okay. What area in Blackberry did this employee work in?

A. He was a software developer.

73. Q. Okay. In mobility solutions?

A. Correct.

15.

74. Q. What level was he?  
A. It says here senior software developer.  
So that would have been within Blackberry a level E.
75. Q. When he asked these questions did you go  
and look what positions might be available for him?  
A. I recommended- We didn't really get to  
that. I did say that if he declined the offer with  
Ford that he would remain a Blackberry employee and  
that if that was something he was interested in that  
he could look at the job postings that were available  
or speak to management.
76. Q. But you didn't tell him about what  
specific positions he could move into?  
A. I did not, no.
77. Q. Do you have any notes of your  
conversation with Mr. Allen?  
A. I don't.
78. Q. So in your conversation with him did he  
ask about staying with Blackberry?  
A. He did not. The extent that he asked  
was if I decline the Ford offer will I be laid off.  
MR. REINHOLDT: Okay.  
A. He did not ask about staying with  
Blackberry.
79. Q. You're certain of that? In your meeting  
with him he didn't ask that?

16.

A. To the best of my recollection he did not ask. It was primarily about the logistics of a potential resignation with Blackberry.

80. Q. In the course of the conversations you were having from December 8th onward really until March, did any employees ask you about what would happen to their years of Blackberry service or seniority if they moved over to Ford?

A. I don't recall being asked that question specifically, no.

81. Q. So paragraph ten, we're now into a section, so paragraph six sort of through I guess 12,...

A. Yes.

82. Q. ...the time period you're speaking about here is roughly from January 12th until February 2nd?

A. No, this would have been through until March 1st.

83. Q. It would have been right through until March 1st?

A. Correct.

84. Q. Okay. So in paragraph ten you say somewhere between seven to ten employees asked what would happen if they declined the Ford offer?

A. Correct.

85. Q. And then sort of further in the

17.

paragraph you indicate what your response was?

A. Yes.

86. Q. You would have provided this response consistently to these employees?

A. I would have, yes.

87. Q. The same response?

A. Yes.

88. Q. In providing this response did you consult with anyone?

A. We did receive— This was discussed as a HR team with Rebecca, Amber and Jennifer.

89. Q. When was that discussed?

A. I don't remember.

90. Q. Was this ever put to you in writing?

A. There was a FAQ that was provided to us.

91. Q. I'd like an undertaking for the FAQ?

MR. LAX: We'll take that under advisement.

92. MR. REINHOLDT: Q. Paragraph 11, you refer to a conversation with Raymond Skarratt?

A. Yes.

93. Q. And then you have an email exchange with him at exhibit E of your affidavit?

A. Correct.

94. Q. This email exchange was on January 23rd, 2017?

A. Yes.

18.

95. Q. In his email at the bottom of the page he asks I am wondering what my options would be if I decided to reject the offer from Ford? At this point I just want to make sure that I have as much information as possible before I make a final decision.

A. Correct.

96. Q. It appears based on the next email that you had a phone conversation with him?

A. We did, yes.

97. Q. Do you have any notes from that phone conversation?

A. I do not.

98. Q. Okay. In your response to him you would have said roughly what you said in paragraph ten of your affidavit that we just went through?

A. I would have, yes.

99. Q. What area of Blackberry did Raymond work in?

A. I don't recall.

100. Q. Do you remember what skill set he had?

A. I do not.

101. Q. Did you look it up?

A. I would have at the time. I don't remember now.

MR. LAX: Can I point to paragraph 11 of the



19.

affidavit.

MR. REINHOLDT: Is it in there?

MR. LAX: Yes. It states his position.

A. Oh okay. So he was a software developer  
as well.

102. Q. You're confident that that's correct?

A. Yes.

103. Q. You put this in the affidavit?

A. Yes.

104. Q. You looked it up?

A. I would have had— Somebody looked it up  
for me as I didn't have access to my email.

105. Q. Do you know who looked it up for you?

A. I don't know.

106. Q. So going back to exhibit B. At the time  
did you review internal postings with Blackberry that  
would be suitable specifically for Skarratt?

A. I don't remember the specific  
conversation. I do know that my answer would have  
been as outlined in paragraph ten. I don't remember  
looking at specific positions for Raymond.

107. Q. You don't think you would have?

A. I don't believe so.

108. Q. Okay. You wouldn't have told him about  
specific positions he could move into if he stayed  
with Blackberry?

20.

A. I would have made him aware that there were positions posted that he could review.

109. Q. But not a specific position he would get if he stayed with Blackberry?

MR. LAX: I believe you've already asked this question and received two answers to the same question already.

MR. REINHOLDT: I don't think I have.

A. No.

110. Q. At any point did you tell an employee who had not yet accepted an offer from Ford specifically what position they would be in with Blackberry if they remained with the company?

A. I did not.

111. Q. Paragraph 12 of your affidavit. So this paragraph the last sentence you say I— Sorry, for the context, Mr. Parker seems to assert that he and other employees who received offers for employment from Ford felt that they had no choice but to accept the offer and if they did not do so their careers at Blackberry would likely end. I disagree with his assertion in respect to the other employees based on the discussions I had with individual employees as described and illustrated above.

A. Correct.

112. Q. So this is you asserting this? This is

21.

your perception of those conversations?

A. It is, yes.

113. Q. Okay. Paragraph 15, you start the sentence with the exception of two employees referred to below. Paragraph 16 and 17 are the only other paragraphs in your affidavit and paragraph 16 refers to a few employees indicated to me that they were not providing resignation letters.

A. Correct.

114. Q. So who are the two employees that you're referring to below?

A. I don't recall their names.

115. Q. When you say the two employees below are you referring to 16?

A. Yes.

116. Q. And there was only two who indicated they were not providing resignation letters?

A. Two in writing that indicated that to me.

117. Q. Okay. So others indicated it through phone conversations or other communications?

A. Not that I recall.

118. Q. I'm going to ask for an undertaking for any of the emails where an employee is refusing to provide a resignation letter?

MR. LAX: We'll take that under advisement.

22.

119. MR. REINHOLDT: Q. And you don't remember the name of the two employees?

A. I don't.

120. Q. Did you review your emails from roughly this period of time? So after Blackberry requested the resignation letters?

MR. LAX: You have an answer to that question from the outset of this cross, the documents you reviewed in preparing the affidavit.

121. MR. STERNBERG: Q. Are you confident it's only two?

A. I'm confident.

122. Q. Okay. Paragraph 17. You say I also recall that some employees when they handed in their resignation letters specifically expressed to me that they disagreed with this lawsuit, which they had already heard about and wanted to distance themselves from it as they did not feel it applied to their situation. How many employees expressed this to you?

A. I don't remember the exact number. It would have been less than five.

123. Q. And how did they communicate to you? Email,...

A. In person. In hallway conversations.

124. Q. Do you have any notes from those

23.

conversations?

A. I don't.

125. Q. Did you report these conversations to Rebecca Graham?

A. I let her know that, conversationally that they had happened.

126. Q. You didn't do it in writing?

A. No I did not.

127. Q. You didn't think to do it in writing?

A. No.

128. Q. You were instructed to do it in writing at one point?

A. We were asked about it but....

129. Q. You were asked to report it at some point?

A. Rebecca asked us about whether these conversations had happened.

MR. REINHOLDT: Okay.

A. I sat beside Rebecca so we talked a lot.

130. Q. Oh okay. But just to be clear, you're confident you did not put this in writing?

A. Yes.

131. Q. And just so I'm being fair to you, exhibit PP of Rebecca Graham's affidavit, so that's the first tab, so this is an email from Rebecca Graham to Amber, Jennifer, yourself and she's asking

24.

you to send a list— And sorry, this is the email at the bottom right in the middle of the paragraph. Can you please send me a list of those who you spoke to that feel this way and she's asking about employees who asked to distance themselves from the lawsuit. When you say she asked for it, is this the email you're referring to?

A. Yes.

132. Q. Did you ever provide her with a written list of those names?

A. I didn't because they were hallway conversations. I didn't know the names of the individuals.

133. Q. And you don't remember now the names of the individuals?

A. I don't, no.

MR. REINHOLDT: I think I'm done. Do you want to just give me two minutes to go through my notes.

MR. LAX: Yes.

OFF THE RECORD:

134. MR. REINHOLDT: Q. You said on some occasions you take notes of conversations with employees. With respect to any of the conversations you refer to throughout your affidavit, did you take notes of any of those conversations?

25.

A. I don't recall taking specific notes from them as most of the conversations were quite congenial and straight forward and referred to administrative aspects of a resignation.

135. Q. The witness said she can't recall. Can I have an undertaking to check to see if there are any notes of her conversations with any of the employees referred to throughout that affidavit and, if so, to provide those?

MR. LAX: We'll take that under advisement.

MR. REINHOLDT: That was my last question.

Thank you very much.

RE-EXAMINATION BY MR. LAX:

136. MR. LAX: Q. Ms. Carswell you were asked whether you are on leave by Mr. Reinholdt. What type of leave are you on?

A. So I'm currently on maternity leave. My leave that started on June 7th was a short term disability leave related to complications for my pregnancy. And then I was on parents of critically ill children leave for three months.

26.

MR. LAX: Okay, thank you very much.

OFF THE RECORD:

\*\*\*\*\*

**THIS IS TO CERTIFY that the foregoing is a true and accurate transcription of the record made by sound recording apparatus, of the cross-examination made before me, to the best of my skill and ability.**

.....  
**Shannon Robart, C.C.R.**

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# Tab 31

Court File No. 17-71659

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

\*\*\*\*\*

**CROSS-EXAMINATION ON AFFIDAVIT**  
**Sworn: October 2, 2017**

of **JENNIFER MASCARIN**, a representative of the  
defendant herein, at the offices of Marbrae  
Reporting & Mediation, at Kitchener, Ontario  
on Monday the 29th day of January, 2018 at  
the hour of 10:00 a.m., pursuant to  
appointment.

\*\*\*\*\*

**APPEARANCES:**

Andrew Reinholdt  
(Nelligan O'Brien Payne)

counsel for the plaintiff

Ryan Lax & Arlen K. Sternberg  
(Torys LLP)

counsel for the defendant

**ALSO PRESENT:**

Lindsay Skyers  
(Blackberry)

\*\*\*\*\*

Court File No. 17-71659

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

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Transcript Completed: March 2, 2018

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3.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

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NOTE: The preceding list(s) are provided as a service to counsel and do not purport to be complete nor binding on the parties herein.

5.

JENNIFER MASCARIN: SWORN

EXAMINATION BY MR. REINHOLDT:

1. Q. Jennifer can you just state your full name for the record?  
A. Jennifer Rachel Mascarin.
2. Q. And you've been sworn?  
A. Yes.
3. Q. That's just for the record, even though I was here two seconds ago when that happened.  
A. Okay.
4. Q. So my name is Andrew Reinholdt. I'm with the lawyers for the plaintiffs in this case. I'm going to be asking you questions about your affidavit. So that's at tab four of Blackberry's motion record. If you don't understand my question just ask me to rephrase it, I'm happy to do so...  
A. Okay.
5. Q. ...and we should be able to move through this fairly efficiently. Just for a bit of background, you're no longer with Blackberry?  
A. Correct.
6. Q. And you left Blackberry as of, just to be clear, September 2017?  
A. Yes.
7. Q. In preparing this affidavit did you review other affidavits?

6.

A. I reviewed Rebecca Graham's affidavit.

8. Q. And that was the only affidavit you reviewed?

A. Yes.

9. Q. There's two exhibits attached to your affidavit, A and B. So two emails at the back.

A. Yep.

10. Q. You were provided these emails to attach to your affidavit?

A. Yes. They were part of the affidavit that I was given the documents for examples to provide.

11. Q. Okay. Were you given any other emails to review?

A. No.

12. Q. Did you review your own emails from September 2016 through to March 2017 in preparing this affidavit?

A. No because I did not have access to them.

13. Q. Okay. In preparing for today to speak with Amber Jessup?

A. No.

14. Q. Did you speak with Zoltan Racz?

A. No.

15. Q. When you were working for Blackberry,

7.

and really between September 2016 and March 2017, most of my questions, almost all of my questions are going to be about that period of time.

A. Did you say September or December?

MR. REINHOLDT: September.

A. September, okay.

16. Q. As a general practice did you take notes in your day-to-day work?

A. In my day-to-day work yes, I take notes.

17. Q. Okay. Would you take notes of conversations with employees?

A. Not generally, no.

18. Q. Would you ever take notes of conversations with employees?

A. Yeah, depending on the circumstances.

19. Q. If it was maybe a heated conversation you might take notes?

A. Potentially, yeah.

20. Q. If you didn't know the answer and you needed to look something up you'd take notes?

A. Yes.

21. Q. What about team meetings with sort of your HR team? And I'm referring to Amber Jessup, Lisa Carswell and Rebecca Graham.

A. Okay.

22. Q. Would you take notes of those



8.

conversations?

A. Of the meetings that we were in you're asking about?

MR. REINHOLDT: Yes.

A. Like team meetings and stuff like that?

MR. REINHOLDT: Yes.

A. Yep.

23. Q. You'd take notes of those conversations?

A. Yes.

24. Q. Do you still have those notes?

A. No.

25. Q. Do you know if Blackberry would still have those notes?

A. I know I gave one of my notebooks to— Actually it might have been Lindsay I think.

26. Q. And just for clarity, who is Lindsay? But for the record who is Lindsay?

A. Oh. She was in legal.

27. Q. In legal?

A. In the legal department.

28. Q. What's her full name?

A. Lindsay Skyers.

29. Q. Okay. I'd like an undertaking for that notebook but only with respect to the period of time from September 2016 through to March 2017?

MR. LAX: Refused. It's overbroad. You

9.

haven't established that there are relevant notes in that notebook.

30. MR. REINHOLDT: Q. Okay. When did you become aware just generally that Ford and Blackberry were engaged in some kind of a business relationship?

A. In December 2017.

31. Q. Rebecca Graham told you?

MR. LAX: Sorry, when's that?

MR. REINHOLDT: I thought she said 2016.

A. 2016, sorry.

MR. REINHOLDT: Sorry, I heard 2016.

MR. LAX: Oh, I heard 2017.

A. 2016.

MR. LAX: Just for clarity for the record.

MR. REINHOLDT: Okay, thanks.

A. Sorry. I honestly can't remember if it was Rebecca that told us it was a relationship with Ford they were entering into or if it was in the town hall with Ralph Pini. I can't remember.

32. Q. And when you're saying the town hall you're referring to the December 8th town hall meeting?

A. Yes.

33. Q. And that's in...

A. It's in the affidavit.

34. Q. ...your affidavit starting paragraph

10.

four. Just for clarity, that's the town hall...

A. Yes.

35. Q. Okay. So you're not sure whether or not you were aware of some sort of arrangement before the December 8th town hall meeting?

A. No, I can't remember.

36. Q. Okay. In paragraph two of your affidavit you say approximately 100 employees who received offers of employment from Ford were located in the Waterloo office?

A. Yes.

37. Q. Were you responsible for answering any questions those 100 employees had about the Ford and Blackberry arrangement?

A. Yes.

38. Q. Were you the only one responsible for answering those employees' questions?

A. No.

39. Q. Rebecca Graham also?

A. Yes.

40. Q. Amber Jessup?

A. Yes.

41. Q. Lisa Carswell?

A. Yes.

42. Q. Would you also answer questions for Ottawa employees?

11.

A. Yes.

43. Q. If I sort of refer to your HR team as Rebecca Graham, Amber Jessup and Lisa is that a fair characterization of the team of people you worked with?

A. Yes. The team of people that was supporting mobility solutions.

44. Q. Okay. Were you all equally responsible for answering questions about the Ford Blackberry arrangement from each location or would you each sort of have a primary area that you were responsible for?

A. Everyone had their client groups as per usual, we're all assigned kind of various client groups under different VP's or directors and generally we'd be responsible for answering those employees' questions because they would know to reach out to me or Amber or Lisa or Rebecca.

45. Q. So just so I'm clear on this, was it more defined by the client group and sort of what type of business versus the geographic location?

A. I would say so but generally Amber, you know, had Ottawa because she was co-located in Ottawa.

46. Q. Okay. So a bit of both?

A. Yep. Yeah.

47. Q. The different locations they work

12.

somewhat together? Like the business group overlapped different geographic locations?

A. Yes.

48. Q. Going to paragraph five of your affidavit, you refer to a December 13th town hall. I don't know if it's called a town hall but a meeting with Randy Fraser?

A. Mm-hmm.

49. Q. He's the head of Sunrise Florida Product Design Centre at Blackberry?

A. Yes.

50. Q. You attended that meeting?

A. Yes, I was on the phone.

51. Q. Did you take notes during that meeting?

A. No.

52. Q. Was there an agenda for that meeting?

A. No.

53. Q. How many employees were in attendance in that meeting?

A. I can't remember how big Randy's group was. I think around, I think around— Oh gosh. I can't remember. Definitely less than 100.

54. Q. Less than 100?

A. Yeah. I would say closer to 50 ish I think. I'm pretty sure.

55. Q. Would these employees have been invited

13.

to the earlier town hall meetings?

A. Yes.

56. Q. Would have all those employees formed a part of the silver team? What's roughly been referred to as the silver team.

A. I can't recall if all of them, all of these people in the meeting. I can't recall if every single one of them were.

57. Q. But a large majority of them would have been?

A. Yes.

58. Q. Was there a slide deck for this meeting?

A. I didn't see one, I was on the phone. I'm not sure if Randy had one in the room.

59. Q. Can I have an undertaking to check whether there was a slide deck or other presentation materials for this meeting?

MR. LAX: I'll take that under advisement.

MR. REINHOLDT: And if so, to produce it.

MR. LAX: Under advisement.

60. MR. REINHOLDT: Q. And just for clarity, Randy Fraser is still with Blackberry?

A. No.

61. Q. No, he's not?

A. No.

62. Q. Paragraph six, you refer to Tom Dye

14.

conducting small group meetings?

A. He had one meeting.

63. Q. Before that you say some other Blackberry managers in the first sentence. How many Blackberry managers are you referring to?

A. It would have been, I supported Randy and Tom. I think those were the only two that had a direct follow up meeting to that, to the town hall.

64. Q. So when you say some other Blackberry, just another Blackberry manager had a meeting?

A. Yeah.

65. Q. It was a single manager. Okay. The meeting you refer to in paragraph six, how many employees would have been present at that meeting?

A. I think probably around the same. Like maybe 50 ish.

66. Q. And again, the majority of these would have been silver team employees?

A. No.

67. Q. No?

A. No.

68. Q. There would have been silver team employees though?

A. Yes.

69. Q. Who else would have been present then?

A. Other employees in Tom's group that were

15.

not part of silver.

70. Q. These are employees who are still with Blackberry?

A. I'm not sure if all of them are or not. I'm not there anymore.

71. Q. Fair enough. These are employees who didn't go over to Ford as part of this arrangement though when you're referring to other employees?

A. Correct.

72. Q. Would have some of them gone to TCL?

MR. LAX: That's irrelevant.

MR. REINHOLDT: I'm trying to figure out who's in this meeting she's talking about. It's a fair question.

MR. LAX: She's told you that a portion were on the silver team and a portion were not.

MR. REINHOLDT: And I'm trying to find out who the others are.

MR. LAX: That's irrelevant. It's a refusal.

MR. REINHOLDT: On what basis.

MR. LAX: That it's irrelevant.

MR. REINHOLDT: I'm exploring the evidence that she's put in her affidavit. This is an entirely fair question.

MR. LAX: I maintain my refusal.



16.

73. MR. REINHOLDT: Q. You were present for the meeting that Tom Dye ran?
- A. Yes.
74. Q. By teleconference as well?
- A. No, I was in person.
75. Q. In person? Do you recall if there was a slide deck for that meeting, or some other presentation material?
- A. There was not.
76. Q. Were there speaking notes?
- A. No I don't think so.
77. Q. An agenda?
- A. No.
78. Q. Were either the Randy Fraser meeting or the Tom Dye meeting recorded?
- A. No.
79. Q. In either of the meetings was the option of these employees staying with Blackberry if they turned down the Ford opportunity discussed, or if they were not offered the Ford opportunity?
- A. I can't recall the questions that were asked.
80. Q. Can you recall what the purpose of the meeting was then?
- A. The purpose of the meeting...
81. Q. And I'll start with just the Tom Dye

17.

one.

A. For Tom the purpose of the meeting was to answer, or I guess reiterate probably- Sorry, I'm trying to remember. They happened after the town hall with Ralph so they were following up to see if probably anyone had any questions and to just reiterate Ralph's points I guess.

82. Q. What do you mean by Ralph's points?

A. What Ralph would have said in the town hall.

83. Q. Being what?

A. Just talking about the opportunity with Ford.

84. Q. Saying that employees should consider the opportunity?

A. Yeah, employees should consider, if they were to receive an offer, the opportunity.

85. Q. But you don't remember whether or not staying with Blackberry was a topic that was discussed?

A. I don't remember.

86. Q. And you don't remember that as well for the Fraser meeting?

A. No.

87. Q. Did you help prepare Randy Fraser for his meeting?

18.

A. No.

88. Q. Did you help schedule it?

A. No.

89. Q. Did you help prepare Mr. Dye for his meeting?

A. No.

90. Q. Did you have any discussion with him before the meeting at all about the meeting?

A. Not that I can recall.

91. Q. Paragraph seven— Oh sorry, just one last tidy up. Is Tom Dye still with Blackberry?

A. I'm not sure.

92. Q. You're not sure? Okay.

A. I'm not there.

93. Q. At the time you left was he still with Blackberry?

A. Yes.

94. Q. Paragraph seven, you say you had individual conversations in person, by phone and/or by email with 20 employees?

A. Approximately.

95. Q. Approximately 20 employees?

A. Mm-hmm.

96. Q. Can you help me, when you say approximately, more or less? What range would you say?

19.

A. I would say less. A little bit less.

97. Q. You say the reaction was generally very positive?

A. Mm-hmm.

98. Q. That was your perception of their reaction?

A. Based on the conversations, yep.

99. Q. Okay. Did you take any notes of your conversations with employees?

A. No, I don't think so.

100. Q. You're confident of that?

A. Yes.

101. Q. What are the names of the employees who asked you questions?

A. In this time period I can't recall.

102. Q. You can't recall any of their names?

A. Not off the top of my head.

103. Q. How are you confident about how many conversations you had?

A. I know I didn't have very many.

104. Q. Did any employees ask you questions about what would happen to their years of service or seniority should they accept the Ford offer?

A. Yes, I think that was one of the questions.

105. Q. Do you remember when you were asked that

20.

question?

A. Like the day?

106. Q. Approximately. I know it's hard to come up with a specific day.

A. After the town halls.

107. Q. So roughly in late...

A. December.

108. Q. ...December?

A. Yeah.

109. Q. What did you say?

A. At that point I don't think I had an answer for them.

110. Q. Did you go discuss how to answer that question with the HR team?

A. Yes.

111. Q. And that would have been Amber Jessup, ...

A. Rebecca, ...

112. Q. ...Rebecca and Lisa?

A. Yep.

113. Q. Okay. What was the outcome of that discussion? What answer were you instructed to give or did you agree to give?

A. I think we agreed to get clarification on the answer.

114. Q. From Ford?

21.

MR. LAX: I'm just instructing the witness in this line of questioning if any of the answers relate...

MR. REINHOLDT: I don't think you can instruct...

MR. LAX: ...to consultation,...

MR. REINHOLDT: ...the witness on...

MR. LAX: ...if any of them relate to consultation with counsel, that is privileged information and it's not to be given in an answer.

MR. REINHOLDT: Okay, that's fair if that's what it is.

MR. LAX: I don't know if that's the case but I'm stating that caveat.

A. I would have had discussions with Rebecca and she would have taken it from there.

115. Q. Did you receive clarity at some point?

A. Yes.

116. Q. And what was the answer?

A. What was the original question?

117. Q. About whether or not the employee's service or seniority would move over to Ford if they accepted the offer.

A. If they accepted the offer from Ford they were resigning from Blackberry and it would be

22.

treated like any other resignation.

118. Q. So the answer was no the service would not carry over?  
A. Correct.
119. Q. Okay. When were you told that?  
A. It was either later in December or early January.
120. Q. And that was by Rebecca Graham?  
A. Yes.
121. Q. In the team meetings with HR?  
A. Yes.
122. Q. Okay. If you can turn to exhibit A. So this is an email exchange between yourself and Nathan Webster?  
A. Mm-hmm.
123. Q. And Nathan Webster is a Manager of Beta and Services?  
A. Yes.
124. Q. In his email at the bottom of the page he says here are questions from my team. Do you know approximately how big his team was?  
A. He had a team of about ten to 15 employees I believe.
125. Q. Okay so these are questions from those ten to 15 employees?  
A. Yes.

23.

126. Q. You respond to his email saying if you have time for a call I can and answer some of them. I also have something I need your assistance with. Please call me and then you have your phone number.
- A. Yep.
127. Q. Do you remember having a telephone conversation about this?
- A. I do.
128. Q. This email exchange was roughly December 15th?
- A. Mm-hmm.
129. Q. Do you remember was it December 15th, 16th, like immediately after this email exchange?
- A. Yes.
130. Q. Do you have any notes of your phone conversation you had with him?
- A. No.
131. Q. You didn't take notes?
- A. Not that I can recall.
132. Q. When you sort of gave him answers— First of all, you gave him answers to these questions?
- A. A lot of the questions at that point in time I didn't have answers to.
133. Q. Okay. Did you go seek answers for him?
- A. Yes.
134. Q. From Rebecca Graham?



24.

A. Yes.

135. Q. Did you do that in writing?

A. No.

136. Q. Verbally?

A. Yes.

137. Q. Did you take notes of any of those conversations?

A. No.

138. Q. So you sought answers from Rebecca Graham?

A. Yes.

139. Q. Did you relay those back to Mr. Webster?

A. Yes.

140. Q. And then you expected him to relay that information to his team?

A. Yes. I mean in the email he says he has questions from his team so I'm assuming he would have given them. I only gave them to Nathan.

141. Q. You would have expected him to provide those answers consistently to his team members? Provide the same answer to the same question?

A. Yes.

142. Q. Question one, how will Ford know what skill sets we have to offer and how to determine the type of offers for individuals? What answer did you give to that question?

25.

A. I don't think I had an answer to that question. I don't know that information.

143. Q. You don't remember or you don't know?

A. I don't know the answer to that question.

144. Q. Did you ask Rebecca Graham the answer to that question?

A. I can't recall if I asked her that specific question.

145. Q. Do you remember whether or not you gave Mr. Webster an answer to that question?

A. No, I don't remember.

146. Q. Question two is another question about is the offer from Ford going to be for full time or contract employment? What answer did you give to that question?

A. I directed him to Ford HR I believe for that question.

147. Q. Did you ask Rebecca Graham what the answer to that question would be?

A. Yes.

148. Q. What did Rebecca Graham tell you?

A. I believe for that question she— For any Ford questions, should be directed back to Ford regarding the Ford offers.

149. Q. Exhibit B, or actually sorry, paragraph

26.

11. You might keep your finger at exhibit B but also go back to paragraph 11 of your affidavit. Paragraph 11 refers to exhibit B.

A. Okay.

150. Q. So in paragraph 11 you're talking about employees approaching you asking whether they could decline the Ford offer and asking you about options if they were to do so?

A. Yes.

151. Q. So this email from Allan Stirrett, which is exhibit B, is an example of that?

A. Yes.

152. Q. And you would have told him that they're free to decline the Ford offer?

A. Yes.

153. Q. And that HR would look for comparable roles within their group?

A. Yes.

154. Q. And if there's no roles available they would have looked more broadly at Blackberry generally?

A. Yes.

155. Q. And if not they'd be laid off and receive severance?

A. I don't recall specifically saying that to any employee.

27.

156. Q. But you do recall Blackberry communications where they said that? Where individuals from Blackberry said that to employees, that if they were eventually laid off they'd receive severance?

A. I specifically never said that to employees. I don't recall anyone else— I can't recall anyone else's conversations because I wasn't part of those conversations.

157. Q. So with respect to Mr. Stirrett, he asked you, I have a quick question regarding the Ford offer, specifically in terms of what happens if I don't take the offer. Can you answer that via email or can we talk in person or over the phone? I just want to make sure I have all the information about all the options before signing on the dotted line. The word all is in cap locks. And then thank you. And then you say I'll give you a call tomorrow to discuss. So did you call him the next day to discuss?

A. Yes.

158. Q. Do you have any notes from that phone conversation?

A. No.

159. Q. So we see in your affidavit that he's a Senior System Software Developer. Where does he

28.

work, or where did he work at the time he was sending this email to you?

A. Honestly I don't know. I don't know if he was Ottawa or Waterloo.

160. Q. Would you have known at the time?

A. Potentially.

161. Q. Would you have looked it up on answering his question?

A. I don't believe I looked it up, no.

162. Q. Did you look at what roles were available in whichever location he was working in before you spoke with him?

A. No.

163. Q. Did you look at his background or skill set to see what types of roles he might be suited for?

A. No.

164. Q. You didn't think to do that?

A. He wasn't asking me to do that.

165. Q. Well he was asking what would happen if he didn't take the offer.

A. Okay.

166. Q. And Blackberry's position is they would find suitable roles for individuals who didn't take the offer, correct?

A. Blackberry's position was they would

29.

remain Blackberry employees and we would attempt to re-employ them to other areas of Blackberry.

167. Q. But you didn't look at what other areas were available at the time he was asking this question?

A. No.

168. Q. Did you review any job postings before speaking with him?

A. No.

169. Q. You received other similar questions from employees, correct?

A. Yes.

170. Q. Did you ever review job postings with them before providing an answer?

A. No.

171. Q. Before an employee turned down a Ford offer did you ever tell them about a specific position they could move into if they were to decline it?

A. No, that wasn't possible.

172. Q. It wasn't possible?

A. Well it would depend on other people. How many other people declined roles as well.

MR. REINHOLDT: Okay.

A. And skill sets.

173. Q. Paragraph 13, when you're saying at the

30.

bottom in my discussions with employees I emphasized that they could chose to decline an offer from Ford and if they did so there were potential positions on other projects and teams at Blackberry.

MR. LAX: Let's wait for the witness to turn up the affidavit.

MR. REINHOLDT: Yes, sorry.

MR. LAX: I think you were at paragraph 13?

MR. REINHOLDT: Thirteen, yes.

MR. LAX: Is it the final sentence?

MR. REINHOLDT: Just the final sentence.

A. Yep.

174. Q. Do you recall how many conversations you would have had of this kind?

A. I can't recall the exact number, no.

175. Q. Do you recall what specific employees, or the names of employees, you had these conversations with other than sort of what's set out in the exhibits or in the affidavit already?

A. The only one that comes to mind right now is a conversation with Ian Wilson I believe his name was. That's truly the only one, the name that I can recall.

176. Q. But there were others?

A. Yes.

177. Q. Paragraph 14, you're stating on February

31.

2nd, 2017 you sent an email that's referred to at paragraphs 63 and 64 of the Graham affidavit and then following that I had some further individual discussions and/or email exchanges with various employees in the Waterloo office. So just for fairness let's go to 63 and 64 just so you can see what's being referred to there.

A. Sure.

MR. LAX: It's at tab one of this brief.

MR. REINHOLDT: And I think this is going to be a bit of a choose your own adventure and will end up in an exhibit after that.

A. What tab is it? Sorry.

MR. LAX: Sorry, tab one.

A. Oh sorry.

MR. LAX: Paragraphs 63 and 64.

A. Okay.

178. Q. And you'll see in 63 and 64 she's referring to an email attached as exhibit K...

A. Yep.

179. Q. ...of the Parker affidavit. So the Parker affidavit is in the motion record of the moving party.

MR. LAX: It's this thicker brief down here.

180. MR. REINHOLDT: Q. To confirm, this is the email you're referring to at exhibit K of David



32.

Parker's affidavit, correct?

A. Yes.

181. Q. That's the email you're referring to?

A. Yes.

182. Q. So I just wanted to do that so you could situate yourself in terms of the timing of everything. So I'll give you a chance to just look through this email.

MR. STERNBERG: You may want to give her a minute to look at 63 and 64. She...

MR. REINHOLDT: I'm actually not...

MR. STERNBERG: ...turned it up and I notice she hasn't had even two seconds...

MR. REINHOLDT: Maybe just go off the record for half a second.

OFF THE RECORD - DISCUSSION:

183. MR. REINHOLDT: Q. Okay so you have that open in front of you. If you want to look back at paragraph 14 of your affidavit at the same time.

A. What tab?

184. Q. Sorry, tab four, paragraph 14. And it's the very last page of your affidavit. The last sentence you say following that email, so that's why I wanted to show you the email so you could sort of situate yourself.

A. Sure.

33.

185. Q. I had some further individual discussions and/or email exchanges with various employees in the Waterloo office.
- A. Yep.
186. Q. Do you remember how many employees you discussed this with?
- A. I would be guessing but I know again it was a low number so I would stick around 20 ish.
187. Q. And when you're saying individual discussions, you're referring to about accepting the offer with Ford and remaining with Blackberry, questions around those issues?
- A. About anything that was pertaining in this email. There was logistical stuff in there as well.
188. Q. So about the resignation letter for example?
- A. Yep. About their devices and all of that stuff.
189. Q. Benefit issues, holiday issues?
- A. Yep.
190. Q. Do you remember the names of any of the employees you spoke to?
- A. Not off- No.
191. Q. Did you take notes of any of your discussions with these employees?

34.

A. No.

192. Q. So throughout this period of time, so you said sometime around December 8th, which was the first town hall meeting, you became aware that there was some arrangement between Ford and Blackberry?

A. Correct.

193. Q. You and the HR team would meet somewhat regularly to discuss how to respond to employee questions?

A. Yes.

194. Q. Was it a weekly meeting? Was it informal?

A. We had a weekly HR team meeting.

195. Q. And I would imagine during this period of time one of the main focuses would have been the Ford Blackberry arrangement?

A. Yes.

196. Q. One of the things that was discussed was how to respond to employee questions?

A. Yes.

197. Q. Earlier you said you took notes during the team meetings. Would you have taken notes throughout this period of time?

A. Yes.

198. Q. Now that we know that those meetings were often focused on that, responding to questions

35.

and the Blackberry Ford arrangement, I'd like an undertaking for the notes from I'll say December, since that's when this witness became aware of this, through until March 2017. And that's December 2016.

MR. LAX: December 2016 through March 2017?

MR. REINHOLDT: Yes. She said she became aware of it December 8th.

MR. LAX: Right. We'll take that under advisement.

MR. REINHOLDT: Okay. Give me just 30 seconds to review. I don't think I even need to go to another room. I think I'm done.

MR. LAX: Okay, sure.

OFF THE RECORD:

199. MR. REINHOLDT: Q. From the time you became aware of the Ford Blackberry arrangement did you have any email communications or other communications with Nita White-Ivy with respect to it?

A. No.

200. Q. Did you receive anything from her? Any communications from her?

A. Not directly, no.

201. Q. Did you receive some indirectly?

A. Anything would have been through Rebecca.

202. Q. Would have those been emails forwarded

36.

to you?

A. No.

203. Q. Just all conversations?

A. Yes.

204. Q. Okay. With respect to answering employee questions, you already said at one point you went back to Rebecca Graham to ask some follow up questions in order to respond.

A. Mm-hmm.

205. Q. Did you ever communicate with Rebecca Graham in writing when you were seeking guidance on how to respond to employees?

A. I honestly can't recall if I sent any emails or anything.

206. Q. Can I ask for an undertaking to check if there are any emails to Rebecca Graham seeking guidance on how to respond to employee questions about the Ford Blackberry arrangement and, if so, to produce them?

MR. LAX: We'll take that under advisement.

MR. REINHOLDT: Okay, subject to undertakings and refusals, those are my questions.

MR. LAX: Okay, we're just going to take two minutes in the other room.

OFF THE RECORD:

37.

RE-EXAMINATION BY MR. LAX

207. MR. LAX: Q. I just have one question. Ms. Mascarin in answer to one of Mr. Reinholdt's questions you indicated that you don't recall telling any employees that if they were laid off they would receive severance.

A. Correct.

208. Q. Do you recall any employee specifically asking you that question?

A. No.

MR. LAX: Okay, thank you.

OFF THE RECORD:

\*\*\*\*\*

**THIS IS TO CERTIFY that the foregoing is a true and accurate transcription of the record made by sound recording apparatus, of the cross-examination made before me, to the best of my skill and ability.**

.....  
**Shannon Robart, C.C.R.**

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# Tab 32

Examination No. 18-0033.8

Court File No. 17-71659

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

PLAINTIFF

- and -

BLACKBERRY LIMITED

DEFENDANT

\*\*\*\*\*

CROSS-EXAMINATION OF ZOLTAN RACZ, ON AN AFFIDAVIT sworn  
September 28, 2017, pursuant to an appointment made on  
consent of the parties, to be reported by Gillespie Reporting  
Services, on January 18, 2018, commencing at the hour of 6:15  
in the afternoon.

\*\*\*\*\*

APPEARANCES:

Andrew Reinholdt,	for the Plaintiff
Karine Dion,	for the Plaintiff
Arlen Sternberg,	for the Defendant
Ryan Lax,	for the Defendant

This Cross-Examination was reported by Gillespie Reporting Services at Ottawa, Ontario, having been duly appointed for the purpose.



(i)

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ADVISEMENTS, OBJECTIONS & UNDERTAKINGS

\*A\* .....7, 17, 20  
 \*O\* .....23, 34, 35  
 \*R\* .....27, 35, 37

EXHIBITS

(NONE FILED)

DATE TRANSCRIPT ORDERED: January 18, 2018

DATE TRANSCRIPT COMPLETED: February 25, 2018

1 ZOLTAN RACZ, SWORN:

2 CROSS-EXAMINATION BY MS. DION:

3 1. Q. Good evening now, Mr. Racz. Could you please  
4 state your full name for the record?

5 A. Yes. Zoltan Iosif Racz. I am the Chief  
6 Engineer at Ford summoned here for testifying towards my  
7 affidavit.

8 2. Q. Yes, and thank you for being here. Can you  
9 confirm that you've been sworn in today?

10 A. Yes, I confirm.

11 3. Q. Now, you have your affidavit open in front of  
12 you. So this is an affidavit you swore on September 28th,  
13 2017?

14 A. That is correct.

15 4. Q. It should be on that last page. And at that  
16 time, you understood that you were swearing that everything  
17 in that document was to your knowledge true?

18 A. Yes.

19 5. Q. Did you review your affidavit in preparation  
20 for today?

21 A. I reviewed it, yes.

22 6. Q. Is the information contained in your affidavit  
23 still true?

24 A. Yes.

25 7. Q. What other material did you review prior to

1 signing your affidavit on September 28th, 2017?

2 A. I reviewed a couple of e-mails that were  
3 presented to me that are attached as annex to the  
4 affidavit.

5 8. Q. Did you review any of the other affidavits even  
6 in draft form?

7 A. No.

8 9. Q. When did you start working for Blackberry?

9 A. In January of 2005.

10 10. Q. Prior to switching over to Ford, when you were  
11 still VP of Platform Software, who did you report to at  
12 Blackberry?

13 A. I reported to Chris House who was the software  
14 leader for Mobility Solutions.

15 11. Q. As VP Platform Software, you were part of the  
16 management team at Blackberry?

17 A. Yes.

18 12. Q. So I'm going to start with paragraph 1 of your  
19 affidavit.

20 A. Yes.

21 13. Q. You state that you managed a large number of  
22 employees in Canada, mostly in Ottawa and Waterloo. Can  
23 you confirm how many employees that you managed in Ottawa?

24 A. I don't have an exact number at this time. I  
25 can't remember precisely, but it was probably in the range

1 of 100.

2 14. Q. And what about Waterloo?

3 A. Again, the same answer. I don't have an exact  
4 number, but probably in the range of 50.

5 15. Q. All right. So we see from paragraph 3 of your  
6 affidavit that you received an offer from Ford on December  
7 8th, 2016, correct?

8 A. Yes.

9 16. Q. Was this offer provided to you in person?

10 A. Yes.

11 17. Q. And then if you want to switch over just to  
12 confirm, I'll be referring to Exhibit "D" of Rebecca  
13 Graham's affidavit. She's right at the beginning of that  
14 set of documents.

15 A. Okay.

16 18. Q. But I will be going back to your affidavit.

17 MR. STERNBERG: Keep your hand in there.

18 THE WITNESS: Yes?

19 BY MS. DION:

20 19. Q. So if we go to Exhibit "D"?

21 A. "D", okay.

22 20. Q. So it appears from this exhibit that you  
23 accepted your Ford offer on December 12th, 2016. Can you  
24 confirm that that's the date on which you accepted the  
25 offer?

1 A. Yes, I confirm.

2 21. Q. That same email there suggests that you send  
3 your acceptance in writing. Is that correct?

4 A. Yes.

5 22. Q. Did you send it by email?

6 A. I sent a signed version of the paper document  
7 through mail courier.

8 23. Q. Now, we see in this email a reference to --  
9 sorry, you sent your email to two individuals, Charles  
10 Gray, Stuart Taylor and then we see Chuck Manastra on the  
11 cc line?

12 A. Correct.

13 24. Q. Can you tell me who Charles Gray is?

14 A. Charles Gray is a director of Electrical and  
15 Electronic Systems at Ford.

16 25. Q. And Stuart Taylor?

17 A. He is the Chief Engineer for Infotainment  
18 Systems within Charles Gray's organization.

19 26. Q. Were any of the people copied on this email or  
20 to which you sent this email, the people who offered you  
21 employment with Ford in person on December 8th?

22 A. Chuck Gray, Charles Gray. I refer to him as  
23 Chuck because that's his name, Chuck. Charles Gray and  
24 Chuck Manastra were present in person. Stuart Taylor was  
25 not.

1 27. Q. Did you advise Blackberry's HR department that  
2 you had accepted employment with Ford?

3 A. Yes.

4 28. Q. Do you remember when?

5 A. I don't remember exactly. I would have to go  
6 back on the -- in the records that I no longer have access  
7 to, unfortunately. But shortly after I have indicated to  
8 Ford that I accepted the offer, I have given a verbal  
9 confirmation to my leader, Chris House, and Rebecca Graham  
10 who was my HR business partner about my decision.

11 29. Q. So nothing in writing?

12 A. Nothing in writing, no. At that time.

13 30. Q. Did you confirm in writing after that time?

14 A. Before my exit from Blackberry, yes.

15 31. Q. Do you remember roughly how long before your  
16 exit from Blackberry that you confirmed this in writing?

17 A. It was sometime in February, but I can't  
18 remember exactly the number of days prior to my last day  
19 which was February 20th.

20 32. Q. Would that have been by email that you put this  
21 in writing?

22 A. No, no. It would have been a written document.

23 33. Q. A written document.

24 MS. DION: Can I ask for an undertaking for a copy  
25 of the written document that Mr. Racz sent to Blackberry

7

1 confirming that he had accepted employment with Ford sent  
2 roughly a few weeks before his last day with Blackberry?

3 MR. STERNBERG: I don't think he told you that. He  
4 said it was sometime in February. I thought he said he  
5 doesn't know how many days before. But in any event, his  
6 answer was whatever it was, but I understand what you're  
7 asking for and we'll take it under advisement. \*A\*

8 BY MS. DION:

9 34. Q. Did you tell the employees that you managed  
10 that you had accepted Ford's offer?

11 A. I have told some of my direct reports sometime  
12 after my verbal acceptance.

13 35. Q. So do you have less direct reports than the  
14 individuals that you managed?

15 A. Yes.

16 36. Q. How many direct reports do you have?

17 A. Did I have at the time?

18 37. Q. Yes, when you say that you told some of your  
19 direct --

20 A. Some of my direct reports.

21 38. Q. Yes. At that time when you had told some of  
22 them, how many direct reports did you have in total?

23 A. Honestly, I can't remember exactly, but it  
24 would have been less than a dozen. They were scattered  
25 throughout the sites that I managed.

1 39. Q. And of those roughly dozen direct reports, how  
2 many did you tell that you had accepted Ford's offer?

3 A. I cannot remember the ones that I didn't tell  
4 it to, so not sure.

5 40. Q. Would you have told these direct reports of  
6 your acceptance in person?

7 A. Either in person or on a conference call that  
8 we may have had after my acceptance.

9 41. Q. So not in writing?

10 A. No.

11 42. Q. Was Michael Dawson one of your direct reports?

12 A. No.

13 43. Q. Was he an individual that you managed?

14 A. No.

15 44. Q. Was the Ford offer that you received on  
16 December 8th the version of the offer from Ford that you  
17 eventually accepted?

18 A. Yes.

19 45. Q. I'm going to refer to that second stack of  
20 documents. There, yes. So Exhibit "K" of David Parker's  
21 affidavit, on page 88, that one right there.

22 A. Okay.

23 46. Q. You see an email that was sent out on February  
24 2nd, 2017, from Amber Jessup. Did you receive a copy of  
25 this email?



1           A. Give me one moment. I confirm, yes, I did  
2 receive it.

3 47.           Q. And did you receive it on February 2nd, 2017?

4           A. I believe so, yes.

5 48.           Q. Now if you turn to page 90 at the top right?

6           A. Yes.

7 49.           Q. You'll see a template resignation letter?

8           A. Yes.

9 50.           Q. Was this also part of the email that you  
10 received on February 2nd, 2017?

11           A. Yes.

12 51.           Q. Was this the first time that someone from  
13 Blackberry informed you that you needed to officially  
14 resign from your employment with Blackberry?

15           A. Yes.

16 52.           Q. So I'm taking you back to your affidavit now.

17           A. Yes.

18 53.           Q. We're going to go to paragraph 18. So  
19 according to this paragraph, some employees spoke to you  
20 about that February 2nd email and the request for a  
21 resignation?

22           A. Yes.

23 54.           Q. Do you recall roughly how many employees spoke  
24 to you about that issue?

25           A. I can't remember precisely how many, but I

1 would say less than a dozen employees that came to speak to  
2 me personally.

3 55. Q. And were these all direct reports of yours?

4 A. No, not necessarily.

5 56. Q. Were some direct reports of yours?

6 A. I believe one or two were my direct reports and  
7 the rest were in the chain of command.

8 57. Q. Do you recall the names of anyone that spoke to  
9 you about this request for a resignation letter?

10 A. Not precisely given that there were lots of  
11 discussions and I didn't take, you know, extra care to note  
12 down or to remember what was a discussion, what context and  
13 what precise question there was or objection.

14 58. Q. So we see in this paragraph 18 that you  
15 mentioned a concern about providing that resignation letter  
16 at that stage because of the probationary period that Ford  
17 was requiring people to be subject to if they accepted the  
18 offer?

19 A. Yes.

20 59. Q. Do you recall any other concern that was raised  
21 by any of these employees that were coming to speak to you  
22 about this resignation letter request?

23 A. Yes.

24 60. Q. Okay, could you inform me of what other  
25 concerns they had?

1           A. Yes. The other concern that was raised to me  
2 was with respect to the standing an employee would have  
3 with respect to Human Resources Canada with respect to  
4 eligibility for unemployment benefits in case they would  
5 have been laid off from Ford in a certain window of time,  
6 knowing that they have resigned from their previous job and  
7 in suspecting that there could be a minimum period of work  
8 that would have to be done at Ford before any eligibility  
9 for unemployment insurance. So a worst-case scenario.

10 61.           Q. So, other than this unemployment insurance  
11 issue and probationary period, were there any other  
12 concerns raised?

13           A. I believe one or two individuals raised  
14 concerns about the tone and the need for the document.

15 62.           Q. And regarding that unemployment insurance  
16 question, was that something that you were able to answer?

17           A. No. No, I was not. And therefore, I avoided  
18 giving them any advice since it's not my area of specialty.

19 63.           Q. Did you offer up someone else's name that they  
20 might be able to speak to?

21           A. I always directed them to Human Resources, the  
22 Blackberry Human Resources team.

23 64.           Q. Specifically to Rebecca Graham or anyone?

24           A. To -- since these people spoke to me in Ottawa,  
25 it was Amber Jessup who was the local Human Resources

1 business partner.

2 65. Q. So according to paragraph 19 of your affidavit  
3 you confirmed your resignation with Blackberry by way of  
4 letter. Is this the same letter that you had referred to  
5 previously that you gave to Blackberry?

6 A. Yes. Yes.

7 66. Q. Now, in paragraph 10 of your affidavit?

8 A. Yes.

9 67. Q. You confirm having received questions from  
10 employees that focused on policy or process. Do you recall  
11 that?

12 A. Yes.

13 68. Q. Do you recall what type of policy questions you  
14 were asked?

15 A. Based on my recollection, they were related to  
16 the process that would be followed or the policy that  
17 Blackberry would follow in case an employee would accept or  
18 reject the Ford offer.

19 69. Q. Do you recall roughly how many employees would  
20 have asked you about this process, this specific question?

21 A. Hard for me to say precisely, but again overall  
22 through that period between 12 to 24 employees. So less  
23 than two dozen employees that I have probably spoken to  
24 related to the offers.

25 70. Q. And about whether -- what would happen if they

1 would accept or reject?

2 A. That's right.

3 71. Q. And you always responded to them in the same  
4 way?

5 A. Yes.

6 72. Q. For the same questions?

7 A. It became clear that, you know, my advice, you  
8 know, would not -- would need to be careful because every  
9 person would have to make an individual choice and  
10 therefore I tried to keep the conversation, you know,  
11 advice to be given on a personal level, not management  
12 related and I wanted to make sure that I was honest about  
13 the opportunity of each person's offer since I knew them  
14 for a long time.

15 73. Q. You knew that they were going to be getting  
16 offers for a long time?

17 A. No, no. It's about -

18 74. Q. Oh, you knew the people for a long time?

19 A. The people, that's right.

20 75. Q. And prior to responding to this policy-type  
21 question on accepting or rejecting the Ford offer, had you  
22 discussed how to respond to these types of questions with  
23 either other Blackberry management or Blackberry HR?

24 A. Not necessarily related with this particular  
25 process of, you know, the offers from Ford. We have

1 discussed it in the years before.

2 76. Q. What's "it"? Discussed what?

3 A. What is the process to be followed, you know,  
4 when employees need to be reassigned.

5 77. Q. Was there any other type of policy question  
6 that you were asked?

7 A. Not that I can recall.

8 78. Q. What about the process-type question that you  
9 also reference in paragraph 10?

10 A. So the policy refers to what would be the logic  
11 and the behaviour that Blackberry would likely follow and  
12 the process would be more concretely about the steps and  
13 perhaps the details of how that policy would be implemented  
14 and therefore what could an employee expect.

15 79. Q. Do you recall the names of any of these  
16 employees that asked you either policy or process type  
17 questions?

18 A. I can't remember, no.

19 80. Q. So then we turn to paragraph 11.

20 A. Yes.

21 81. Q. You mention how a small number of employees  
22 were wanting more information about their specific options  
23 if they turned down the Ford offer. Are you referring to  
24 the same employees that we were just --

25 A. Yes.

1 82. Q. -- discussing in paragraph 10?

2 A. Yes.

3 83. Q. With respect to paragraph 10 you had mentioned  
4 maybe 12 to 24 people had asked you either policy or  
5 process type question and then we get to paragraph 11 where  
6 at the bottom we see as far as you recall there was only  
7 one or two employees that asked you what would happen if  
8 they turned down the Ford offer and were ultimately not  
9 able to be placed on another team or project?

10 A. Yes.

11 84. Q. So obviously not very many of those employees?

12 A. That's right.

13 85. Q. And you still only remember there having been  
14 one or two?

15 A. Yes.

16 86. Q. Do you recall which employees those one or two  
17 were?

18 A. I can't recall, I'm sorry.

19 87. Q. Next, in paragraph 12.

20 A. Yes.

21 88. Q. You state that some employees expressed concern  
22 about giving up their tenure if they accepted the Ford  
23 offer. That first sentence?

24 A. Yes.

25 89. Q. Do you recall how many employees expressed that

1 concern to you?

2 A. It was part of the same discussion that --  
3 those same discussions that I was referencing in paragraph  
4 10. So I can't remember how -- what subset of those  
5 discussions, that 12 to 24 would have included the question  
6 about tenure and what would happen with it.

7 90. Q. Now we can turn to paragraph 14.

8 A. Yes.

9 91. Q. You wrote that various managers emailed you to  
10 keep you posted on the offer process with their teams. Do  
11 you recall which managers emailed you on this topic? And I  
12 will say we know Daryl Martin did because we see him at  
13 Exhibit "A" --

14 A. Yes.

15 92. Q. -- to your affidavit. Beyond him, do you  
16 recall anyone else?

17 A. I recall two of the managers that I had in the  
18 United States were teams that were part of Project Silver,  
19 you know, operated.

20 93. Q. And Daryl Martin was within Ontario, correct?

21 A. Correct.

22 94. Q. So he was the only Canadian-based manager that  
23 emailed you?

24 A. There may have been others, but I can't  
25 remember for sure.



17

1 MS. DION: Can we ask for an undertaking to check  
2 whether other Canadian-based managers emailed Mr. Racz in  
3 reference to this paragraph 14 in his affidavit? And we  
4 can go during that December 2016 to March 2017 period.

5 MR. STERNBERG: Under advisement. \*A\*

6 BY MS. DION:

7 95. Q. I guess I should ask, do any managers from the  
8 U.S. have any bearing on the Canadian employees that  
9 received Ford offers?

10 A. Yes.

11 MS. DION: So I would actually like to extend my  
12 undertaking to include those United States managers,  
13 please. Same time period, same everything else.

14 MR. STERNBERG: Same position. \*A\*

15 MS. DION: Okay, and to expand on that undertaking,  
16 if it's part of a larger email chain where they were  
17 discussing, you know, keeping each other updated and posted  
18 on the offer process with their teams' responses, for  
19 example, I would ask for the same undertaking for the same  
20 period of time.

21 MR. STERNBERG: You're asking for the emails to  
22 Zoltan and?

23 MS. DION: And any responses Zoltan might have  
24 provided.

25 MR. STERNBERG: Same position. \*A\*

1 BY MS. DION:

2 96. Q. So in that same paragraph, we see a reference  
3 to reports from the managers on the ground at other sites  
4 and then Exhibit "A" is stated as an example. So would the  
5 reports be the same thing as the emails or are they  
6 separate?

7 A. Yes, emails. There were no other types of  
8 reports.

9 97. Q. Out of your direct reports that received an  
10 employment offer from Ford, do you know if any of them  
11 declined the offer?

12 A. None.

13 98. Q. Did they all receive an offer?

14 A. No.

15 99. Q. Roughly how many of your direct reports  
16 received employment offers from Ford?

17 A. Give me one moment to think about who did not  
18 receive and that will tell me.

19 100. Q. You can say those individuals if that helps.

20 A. I can only remember one individual from among  
21 my direct reports that did not receive an offer. Other  
22 than that, everyone else did.

23 101. Q. Who was that?

24 A. Anish Aggarwal. You need the spelling or?

25 102. Q. No, that one, I know.

1 A. Okay.

2 103. Q. And my apologies if I have asked this before.  
3 Could you name who your direct reports were at December  
4 2016?

5 A. I can name a few, yes. Do you want all of  
6 them?

7 104. Q. Whatever you can name now and then the rest we  
8 can get by undertaking.

9 A. Okay. So Cristian Lambiri, John Hotchson,  
10 Philip Heusel, Anish Aggarwal, Nava Murugesapillai. I can  
11 provide you with the spelling.

12 105. Q. That one, I might need. We could do it by way  
13 of undertaking unless you know exactly how to spell it.

14 A. I know.

15 106. Q. All right. So for the record --

16 A. And so this individual in San Diego,  
17 California --

18 107. Q. Sorry, just one moment. I'm going to read this  
19 in for the record.

20 A. N-A-V-A --

21 108. Q. Yes, N-A-V-A-M-A-S-H-A-N.

22 A. That's right.

23 109. Q. Last name M-U-R-U-G-E-S-A-P-I-L-L-A-I.

24 A. That's correct. So U.S. based -- Leonard  
25 Lehrer, U.S. based. The rest of the individuals I named

20

1 were Canadian based. Let me -- give me one moment to think  
2 whether I have missed anyone. That is it as far as I can  
3 remember.

4 110. Q. Okay, so you've named six people?

5 A. Yeah.

6 MS. DION: So by way of undertaking, if we could  
7 get the remainder of the list should there be other people?

8 MR. STERNBERG: I think he just told you, as he  
9 recalls, that's it.

10 MS. DION: Well, he had initially said there seemed  
11 to be about 12 and we have six. So, just in case.

12 MR. STERNBERG: Okay, under advisement.

\*A\*

13 BY MS. DION:

14 111. Q. Now, would your direct reports have changed at  
15 all between the summer of 2016 to the time you left  
16 Blackberry in 2017?

17 A. Between 2016 --

18 112. Q. The summer of 2016 and when you left  
19 Blackberry?

20 A. Have there been any changes in my direct  
21 reports --

22 113. Q. Would there --

23 A. None that I can recall, no.

24 114. Q. So if we turn to Exhibit "A" of your affidavit?

25 A. Yes.

1 115. Q. Sorry, I'm just reading my notes. So within  
2 the email sent from Daryl Martin, he references a Gary J --

3 A. Yes.

4 116. Q. -- about midway through. Who is Gary J?

5 A. Gary Jablonski. Do you need the spelling? I  
6 can write it down.

7 117. Q. Sure. And we could always get the spelling  
8 after the fact. All right, so for the record, that's  
9 J-A-B-L-O-N-S-K-I. Who is this Gary Jablonski?

10 A. Gary Jablonski is a Ford employee who at the  
11 time was in Waterloo.

12 118. Q. So, Blackberry?

13 A. Yes, at the Blackberry office and is currently  
14 my peer in Ford.

15 119. Q. Now let's switch to Exhibit "B" of your  
16 affidavit.

17 A. Yes.

18 120. Q. This is an email from Robin McCabe to you --

19 A. Yes.

20 121. Q. -- on January 25th.

21 A. Yes.

22 122. Q. At the top there. How did Robin know that --  
23 I'm not sure if it's a he or a she -- would still be  
24 working with you at Ford since this is before you both  
25 started working at Ford?

1                   A. It must have been her inference that she would  
2 be working within my group.

3 123.            Q. And is she?

4                   A. She is.

5 124.            Q. So it's a good inference?

6                   A. Yes.

7 125.            Q. So you're not sure if anyone told her that she  
8 would be working in your group?

9                   A. There had been no discussions at the time about  
10 how the team or those that accepted offers will be  
11 structured. There was an expectation probably from the  
12 team members that the group would be kept together, but no  
13 one knew for sure. So it may have been just speculation.

14 126.            Q. And if we take your direct reports that  
15 accepted the Ford offer, are you guys still all within the  
16 same group?

17                   A. Yes.

18 127.            Q. And we see that Leonard Lehrer --

19                   A. Lehrer, yes.

20 128.            Q. Lehrer. Was copied on that email?

21                   A. Yes.

22 129.            Q. Who is Leonard?

23                   A. Leonard was the supervisor of Robin McCabe. So  
24 he was my direct report.

25 130.            Q. He was the one that you had mentioned?

1 A. I just --

2 131. Q. Sorry, I wrote the name wrong.

3 A. -- mentioned him. So I told you that he had  
4 reports in Canada, right.

5 132. Q. But he was U.S. based?

6 A. That's right. He's based in the U.S.

7 133. Q. So the Blackberry employees who would  
8 eventually form part of the Silver Team, were those  
9 employees chosen by Blackberry?

10 A. Yes.

11 MR. STERNBERG: Don't answer the question. You got  
12 an answer. My position is it's not relevant. \*O\*

13 BY MS. DION:

14 134. Q. So, when the Silver team was formed, only  
15 Blackberry would have knowledge of the members of that  
16 team?

17 MR. STERNBERG: Don't answer the question based on  
18 relevance. \*O\*

19 MS. DION: So maybe to respond to your objection,  
20 I'll take you to Exhibit "F" of David Parker's initial  
21 affidavit. So that's --

22 MR. STERNBERG: Let's not take the time. So you've  
23 got the position. We don't need to debate it now. You  
24 don't need to satisfy me. You don't need to take me to  
25 something for my benefit.

1 MS. DION: But I also have other questions based on  
2 that document.

3 MR. STERNBERG: Oh, that's fine, sorry. I thought  
4 you were taking --

5 MS. DION: It all ties in together.

6 MR. STERNBERG: Fair enough.

7 MS. DION: So the larger stack of documents.

8 MR. STERNBERG: This one?

9 MS. DION: Yes.

10 BY MS. DION:

11 135. Q. So if you go to the first Exhibit "F" that you  
12 see?

13 A. Exhibit F?

14 136. Q. Yes, please. So this is an email that you sent  
15 on January 16, 2017. It seems to have been bcc'd to the  
16 entire Silver Team. And you state in this email that you  
17 had been informed that everyone that is part of Silver will  
18 get an offer?

19 A. Yes.

20 137. Q. You see that there?

21 A. Yes.

22 138. Q. Okay. So Ford must have known by this date who  
23 was part of the Silver team? No?

24 A. Yes.

25 139. Q. And this could only have been communicated by



1 Blackberry?

2 A. As far as I know, yes.

3 140. Q. Did you communicate this information to Ford?

4 A. No.

5 141. Q. Do you know who did?

6 A. No, I don't.

7 142. Q. So on the same exhibit, you set out the days on  
8 which Blackberry employees at each location should be  
9 receiving their offers?

10 A. Yes.

11 143. Q. Who told you on which days these offers would  
12 be made?

13 A. From what I recall, it was something that was  
14 discussed jointly -- separately with Ford leaders and  
15 Blackberry.

16 144. Q. Who at Blackberry would have formed a part of  
17 this discussion?

18 A. From what I recall, the root of the discussion  
19 is started from Rebecca Graham.

20 145. Q. Were you a part of this discussion?

21 A. It -- from what I remember, it was a discussion  
22 between me and Rebecca.

23 146. Q. Do you recall when this discussion took place?

24 A. No, I don't.

25 147. Q. Who were the Ford leaders involved with this

1 discussion?

2 A. It was a separate discussion. Likely, from  
3 what I recall, Chuck Manastra.

4 148. Q. So at one point the discussion must have come  
5 together for you to get the information either by email or  
6 in person by telephone --

7 A. Well, from what I recall, Chuck Manastra who  
8 represented Ford's human resources team informed me about  
9 the plan and then Rebecca confirmed that in a different  
10 discussion and that's what I used as the basis of my email  
11 that you reference here.

12 149. Q. And by the plan, you mean on which days the  
13 employee --

14 A. That's right.

15 150. Q. -- would receive their offers?

16 A. What you see here, the schedule and sites.

17 151. Q. Do you remember when your discussion with  
18 Rebecca Graham on this topic would have occurred?

19 A. No, I don't. I was discussing with her  
20 regularly at that time, so hard to point a particular date.

21 152. Q. How far in advance of sending this email did  
22 you know on which day the employees could expect their  
23 offers from Ford?

24 A. I can't remember exactly how far in advance I  
25 knew.

1 153. Q. Would it have been before you received your  
2 offer?

3 A. At the time I received my offer, there was in  
4 principle a month announced as of January that employees  
5 would receive offers, the Silver team employees would  
6 receive offers. But nothing concrete and no schedule was  
7 announced.

8 154. Q. Did anyone at Blackberry ask you to send out  
9 this January 16th email?

10 MR. STERNBERG: Don't answer the question. I just  
11 think you're in an area that has absolutely no relevance to  
12 the issues on certification motion and you're so far in the  
13 weeds in doing a discovery right now, so it's a refusal. \*R\*

14 BY MS. DION:

15 155. Q. If we turn to paragraph 33 of Rebecca Graham's  
16 affidavit, so again it's that first affidavit in that large  
17 set of documents.

18 A. Yes.

19 156. Q. And so according to this paragraph 33 --

20 A. What page?

21 157. Q. Sorry, pages 12 and 13 at the top right. It's  
22 right at the bottom there.

23 A. Give me a chance to read 32 as well. Yes.

24 158. Q. So according to this paragraph, Ms. Graham  
25 states that managers who received offers from Ford were

1 taken to dinner. Blackberry managers, sorry. Were you  
2 present at this dinner?

3 A. I was.

4 159. Q. Was anyone else from Blackberry other than the  
5 managers who received offers from Ford present at this  
6 dinner?

7 A. No.

8 160. Q. I'd like to now turn to Exhibit "FF" of Rebecca  
9 Graham's affidavit. So we see at the top there, there is  
10 an email from a Heather Patterson and you were cc'd on it.  
11 In this email she states that she will give her package to  
12 you to pass along to you, Ms. Andree or --

13 A. To Lisa Andree.

14 161. Q. -- her team?

15 A. Or her team.

16 162. Q. Was Heather one of the employees that you  
17 managed?

18 A. Not directly, no.

19 163. Q. Is there a reason why she would be providing  
20 you with her package then?

21 A. The Ford human resources representatives that  
22 were on site to discuss offers and to collect those that  
23 decided to accept had already left and therefore there was  
24 no other way for people who couldn't or didn't decide by  
25 that time to hand in their letters, so they sent them to me

1 and I would aggregate them and send them over through  
2 courier to Ford.

3 MS. DION: I'd like a five-minute break if  
4 possible.

5 MR. STERNBERG: Okay.

6 (SHORT RECESS)

7 BY MS. DION:

8 164. Q. So I am going to go Michael Dawson's affidavit.  
9 It's tab 2, paragraph 7.

10 A. Okay.

11 165. Q. So the last sentence of that paragraph, I'll  
12 let you read it.

13 A. Yes.

14 166. Q. I just wanted to confirm that you did in fact  
15 lead an internal meeting with Ralph Pini on December 6,  
16 2016, to onboard employees who would be moving to the  
17 Silver program?

18 A. Yes.

19 167. Q. Do you recall how many employees were present  
20 at that meeting?

21 A. I don't. There were some local and other ones,  
22 some on a teleconference bridge.

23 168. Q. Of the ones in Ottawa, do you remember if there  
24 was maybe less than 10, more than 10?

25 A. More than 10.

1 169. Q. More than 20, less than 20? A rough estimate  
2 or a more or less than would be great.

3 A. Likely more than 20. Probably less than 50.

4 170. Q. Thank you. I am going to pass to you guys a  
5 copy of what I was told was Exhibit 1 to Michael Dawson's  
6 cross-examination. So there's a copy for each of you  
7 there. So we see here that first email, Aziz Makkiya sent  
8 an email to Mr. Dawson --

9 MR. STERNBERG: Just one moment. I think he's  
10 still reading it, but I believe he's seen this document  
11 before.

12 THE WITNESS: Yes, I remember.

13 BY MS. DION:

14 171. Q. In that second main paragraph of Aziz's email  
15 it stated, "Zoltan has mentioned that you might be  
16 available to work on some of our projects in the connected  
17 vehicle space." Is that true?

18 A. Yes.

19 172. Q. Do you recall when you mentioned that to Aziz?

20 A. No, not the exact date, no.

21 173. Q. Do you recall whether it was after you had  
22 received your employment from Ford on December 8th?

23 A. I don't recall, no.

24 174. Q. So that's it with that document.

25 A. Yes.

1 175. Q. So We are going to turn to Rebecca Graham's  
2 affidavit.

3 MS. DION: You could keep it.

4 MR. STERNBERG: I guess you don't need to mark it  
5 again as you've referred to it as the way it was already --

6 MS. DION: Exhibit 1, yes.

7 MR. STERNBERG: -- in Mr. Dawson's evidence. No,  
8 that's fine, yes.

9 THE WITNESS: Okay.

10 MS. DION: Sorry.

11 BY MS. DION:

12 176. Q. Okay, Rebecca Graham's affidavit, paragraph  
13 4(a). That's on page 4 at the top right after tab 1. Here  
14 we go.

15 A. Yeah.

16 177. Q. So if you just want to read that.

17 A. Yes.

18 178. Q. So you were a leader of Project Silver at  
19 Blackberry, correct?

20 A. Yes.

21 179. Q. Were you the only leader?

22 A. I was the top leader.

23 180. Q. The top leader. Who else was a leader of  
24 Project Silver at Blackberry?

25 A. A few other individuals that were leading

1 specific projects that we were working on as part of  
2 Project Silver. So there were some projects as part of  
3 Project Silver.

4 181. Q. So you were overseeing all of these  
5 sub-projects?

6 A. That's right.

7 182. Q. Just so I have an understanding, how many  
8 sub-projects were there?

9 A. Four.

10 183. Q. What were these sub-projects?

11 A. You'd like the name of the projects or?

12 184. Q. However you referred to them, yes, if they have  
13 a name or just, I guess, maybe one worked with the cars --  
14 I don't know, I don't...

15 A. Okay. Yeah, sure. I can explain. So we had a  
16 Sync project, S-Y-N-C. We had a TCU project.

17 185. Q. What did DCU stand for?

18 A. TCU. Telematics control unit. We had an ECG  
19 project which stands for enhanced central gateway. And we  
20 had an analytics project, data analytics project.

21 186. Q. And I would assume that each one of these  
22 sub-projects had a leader?

23 A. That's right.

24 187. Q. And what was the leader of the Sync project or  
25 who, sorry?



1           A. An individual by the name of Vilok, V-I-L-O-K,  
2           Kusumakar, K-U-S-U-M-A-K-A-R.

3 188.       Q. And the leader of TCU?

4           A. An individual by the name of Khaled Islam.  
5           K-H-A-L-E-D I-S-L-A-M.

6 189.       Q. The leader of ECG?

7           A. Cristian Lambiri. C-R-I-S-T-I-A-N  
8           L-A-M-B-I-R-I.

9 190.       Q. And data analytics?

10          A. Daryl Martin which you know. Whom you know.

11 191.       Q. So in that paragraph 4(a) that you read,  
12           Rebecca Graham mentions the agreement between Blackberry  
13           and Ford by which Blackberry agreed to provide engineering  
14           services to Ford and in that same paragraph she refers to  
15           this agreement as Project Silver?

16          A. Yes.

17 192.       Q. Which we now learned had you as a top leader  
18           and some four sub-projects?

19          A. Yes.

20 193.       Q. When did you first learn about this agreement?

21          A. When did I learn that the agreement was struck  
22           or that we started discussing it with Ford or -- what do  
23           you refer by that?

24 194.       Q. Good question. How about when the agreement  
25           was finalized?

1           A. I don't remember the exact date, but it must  
2 have been, I believe, the second half of October, so  
3 sometime in the October 20th or probably slightly before  
4 that time frame.

5 195.           Q. So about mid-October?

6           A. Yes.

7 196.           Q. When did the discussions begin?

8           MR. STERNBERG: Don't answer the question. It's  
9 irrelevant on the issues on the certification motion.           \*O\*

10           MS. DION: Okay. Well, so I do have quite a few  
11 questions I wanted to ask about this agreement. I will  
12 continue to ask. You have our position that we think it  
13 was part of a larger orchestrated scheme, so we do think  
14 they're relevant and we can deal with them on a motion  
15 later on, but I will state them for the record.

16           MR. STERNBERG: Okay. You know our position, the  
17 various, you know, the discussions, Ford and the particular  
18 details of terms of the agreements, our position is, are  
19 irrelevant to the issues on the certification motion and  
20 that's the basis for the refusal. In the interest of time,  
21 please don't feel the need to put all the questions on the  
22 record if -- I think we know --

23           MS. DION: I'll put different questions on the  
24 record.

25           MR. STERNBERG: We know what our positions are

1 and...

2 MS. DION: No, that's fair. I'll try to avoid the  
3 questions that you have already objected to, to save on  
4 time and then we can deal with those later on.

5 BY MS. DION:

6 197. Q. So I know you objected to finding out when the  
7 discussions started. Maybe you could answer who initially  
8 told you about this agreement about Ford wanting to get  
9 engineering services from Blackberry?

10 MR. STERNBERG: Same objection.

\*O\*

11 MS. DION: Same objection.

12 MR. STERNBERG: Irrelevant.

13 BY MS. DION:

14 198. Q. Were you involved in the negotiation of this  
15 agreement?

16 MR. STERNBERG: Same refusal. Same basis.

\*R\*

17 MS. DION: I just want to state for the record that  
18 the last time I asked this question, you did not have an  
19 objection, so we --

20 MR. STERNBERG: I don't recall that and so I don't  
21 know what you're referring to. If you are right on that,  
22 then that was inadvertent because our position is --

23 MS. DION: That it's not relevant.

24 MR. STERNBERG: Those negotiations and who was  
25 involved in those negotiations that you're asking about

1 right now are irrelevant to the issues on the certification  
2 motion and I want it to be clear that that's our position.

3 MS. DION: Okay, I will move on.

4 BY MS. DION:

5 199. Q. When were you first informed that Ford planned  
6 on making employment offers to Blackberry employees?

7 MR. STERNBERG: Can you just clarify which  
8 Blackberry? Are you talking about him and people or --

9 MS. DION: My apologies.

10 MR. STERNBERG: Which employees are you asking  
11 about?

12 MS. DION: All the ones that received their offers  
13 in January, so not management.

14 MR. STERNBERG: Well, managers received them in  
15 January, so --

16 MS. DION: Okay.

17 MR. STERNBERG: Do it by time period, that's fine,  
18 but I think the evidence is managers or his managers got  
19 them in January, too, but anyway if you just phrase your  
20 question by time period, we don't have a difficulty.

21 MS. DION: Sure.

22 BY MS. DION:

23 200. Q. When were you first informed that Ford planned  
24 on making employment offers to the non-managerial employees  
25 who received them in January 2017?

1 A. I don't recall the exact date, I'm sorry.

2 201. Q. Do you recall whether it was before you  
3 received your employment on December 8?

4 A. Probably, yes, from what I remember. But I  
5 don't recall the exact date.

6 202. Q. Do you recall whether it was after the  
7 agreement was finalized between -- the agreement between  
8 Ford and Blackberry that you said was finalized in about  
9 mid-October -- which I assume was 2016? I didn't ask.

10 A. Correct.

11 203. Q. All right. Do you remember if it was after  
12 that date?

13 A. Yes.

14 204. Q. So I'm going to ask the same question, but with  
15 respect to the managers who received employment offers from  
16 Ford in December, so that's including yourself. I guess  
17 you were VP, so we'll go managers. When were you first  
18 informed that they would be receiving employment offers  
19 from Ford?

20 MR. STERNBERG: What's the relevance of this?  
21 Anyway, I'll just refuse it, but -- unless you want to tell  
22 me what the relevance is for the certification motion of  
23 when he was knew, when he was first informed that other  
24 people were going to get offers in December.

\*R\*

25 MS. DION: It goes to the same --

1 MR. STERNBERG: Does it go to anything?

2 MS. DION: Yes, the orchestrated -- we believe that  
3 managers and employees were treated differently and that's  
4 why we're trying to establish, you know, knowledge of who  
5 higher up in the scheme decided when the managers would  
6 receive their offers, when they knew about it, and then  
7 below them with the employees to understand the whole  
8 scheme of how these offers were made. It goes to the  
9 whole --

10 MR. STERNBERG: But just so I'm clear, are you now  
11 proposing to exclude from the proposed class any managers?  
12 Drawing a distinction between managers?

13 MS. DION: In the revised affidavit for David  
14 Parker we did limit it to January and according to the  
15 affidavits that you guys presented, there seem to have been  
16 manager offers in December and employee offers in January.

17 MR. STERNBERG: But part of the intention of the  
18 change in those class is to exclude any managers who  
19 received offers?

20 MS. DION: Yes.

21 MR. STERNBERG: Thanks for that clarification. I  
22 don't agree that particular time in question you just asked  
23 is necessarily relevant, but I won't stop him from  
24 answering that one. So the timing question you were just  
25 asked, why don't you repeat it?

1 MS. DION: Of course.

2 MR. STERNBERG: I'll allow him to answer that, but  
3 I don't -- I maintain -- I don't agree with your  
4 characterization of the relevance that you gave.

5 MS. DION: Of course.

6 BY MS. DION:

7 205. Q. So I'll repeat the question, excluding  
8 yourself, so just with respect to the managers.

9 MR. STERNBERG: In December, you're asking about.

10 BY MS. DION:

11 206. Q. Who received employment offers in December 2016  
12 from Ford, when were you first informed that these  
13 individuals would be receiving employment offers from Ford?

14 A. I don't remember the exact date, but based on  
15 what I recall, likely in the month prior to the December  
16 9th offer letter.

17 207. Q. So November?

18 A. Sometime in November, yes.

19 208. Q. Do you remember who would have informed you  
20 about which managers would be getting offers in December  
21 2016?

22 A. Yes.

23 209. Q. Who was that?

24 A. Charles Gray.

25 210. Q. Was he the same person who would have informed

1           you that employees in January 2017 would be getting offers  
2           from Ford?

3                   MR. STERNBERG: I still maintain it's not relevant,  
4           but if you know the answer, you can answer that question.

5                   THE WITNESS: Yes.

6                   BY MS. DION:

7 211.           Q. So it was Charles Gray?

8                   A. Yes.

9 212.           Q. Were you informed in writing by Charles Gray?

10                  A. No.

11 213.           Q. Prior to receiving your December 8 employment  
12           offer, did you discuss any terms and conditions of  
13           employment with Ford?

14                  A. No.

15                  MS. DION: I'll just take two minutes to review my  
16           notes.

17                  MR. STERNBERG: Sure.

18                                   (SHORT RECESS)

19                  BY MS. DION:

20 214.           Q. Prior to the Ford offers going out to the  
21           employees who received them in January 2017, did you have  
22           any discussions with anyone at Blackberry about how to  
23           respond to employee concerns or questions that they would  
24           have about the upcoming Ford offers and/or their employment  
25           at Blackberry?



1 A. Not that I can recall, no.

2 215. Q. Do you recall having discussions with anyone at  
3 Ford about those potential questions or concerns?

4 A. If I remember, I probably had -- I think I had  
5 a discussion with Chuck Manastra, an informal discussion  
6 about the state of business in the Mobility Solutions group  
7 where I worked and -- and I answered his question.

8 216. Q. So he was wondering about the state of business  
9 in your group?

10 A. No. From what I remember, he asked -- he asked  
11 me about what is the procedure or what's the outlook for  
12 those that turned down the Ford offer.

13 217. Q. So Ford was wondering what the procedure was at  
14 Blackberry if Blackberry employees turned down the Ford  
15 offer?

16 A. Yes.

17 218. Q. Did he tell you why that mattered to him?

18 A. No.

19 219. Q. What did you respond to him?

20 A. That they will be kept in the Mobility  
21 Solutions unit, given that there was a need for continued  
22 project resources and/or assigned to other business units  
23 within Blackberry that needed skills.

24 220. Q. Was that the only question that you recall  
25 Chuck asking you, was what the procedure was at Blackberry?

1 A. Yeah.

2 221. Q. So, Subject to any questions arising out of any  
3 answers to undertakings or documents provided by way of  
4 undertaking, I have no further questions for you.

5 MR. STERNBERG: Just give me a couple of moments.  
6 I'll see if I have any questions for you.

7 (SHORT RECESS)

8 RE-EXAMINATION BY MR. STERNBERG:

9 222. Q. Just a few questions for you, Mr. Racz. You  
10 were asked some questions by Ms. Dion about paragraph 18 of  
11 your affidavit?

12 A. Yes.

13 223. Q. In response to one of her questions, you  
14 indicated that a concern raised by some employees was about  
15 their standing in respect of employment insurance if they  
16 went to Ford and then were laid off by Ford and you said a  
17 worst-case scenario. Do you recall that question exchange?

18 A. I do. I do.

19 224. Q. Can you help us with how many employees you  
20 recall raising that particular type of concern with you or  
21 asking you that question?

22 A. From what I remember, a couple. So I believe  
23 one or two.

24 225. Q. And then also in that same series of questions  
25 you further indicated that one or two employees raised a

1 concern with you about the tone of the email requesting the  
2 resignation letter or the need for the document and can you  
3 please just clarify, what do you mean by, when you say the  
4 "need" for the document? What do you recall those one or  
5 two employees specifically saying to you about that or  
6 questioning about that?

7 A. There were two things from what I remember.  
8 One was the fact that I believe one or two of these  
9 employees did not expect to have to write a resignation  
10 letter and the other one was that one of the annexes to the  
11 resignation letter was a document that employees were asked  
12 to sign to reinforce confidentiality and the proprietary  
13 nature of the knowledge they have accumulated at Blackberry  
14 in their employment and the wording in that particular  
15 document was not received well.

16 226. Q. For the one or two that indicated to you that  
17 they didn't expect to have to provide a resignation letter,  
18 did they tell you why they weren't expecting to have to  
19 provide a resignation letter?

20 A. No.

21 227. Q. Did they say anything else to you about why  
22 they were questioning the need for the document?

23 A. No.

24 228. Q. Did you give them a response when they  
25 questioned, those one or two, about why there was a need

1 for the document? What did you say to them?

2 A. I responded that from what I knew, this was  
3 standard procedure in human resources and it had to do with  
4 the termination of the -- commencing termination actions of  
5 their employment and benefits and that's it.

6 229. Q. If you can help us, what do you mean by  
7 termination of benefits and so on? What are you referring  
8 to? You said it would trigger or it relates to the  
9 termination of benefits. Can you explain what you mean by  
10 that?

11 A. It had to do with the fact that if an employee  
12 would notify Blackberry that they no longer work -- they  
13 will no longer work on March 1st, then steps would be taken  
14 prior to that to ensure that all of the company credentials  
15 will be managed accordingly versus someone not showing up  
16 for work on March 1st, in which case it would trigger a  
17 different set of actions after the fact.

18 230. Q. Ms. Dion was asking you about sub-projects  
19 within Project Silver. You referred to the four  
20 sub-projects?

21 A. Yeah.

22 231. Q. Sync, TCU, ECG and the analytics project?

23 A. Yes.

24 232. Q. She asked you about the leaders of those. My  
25 follow-up question is, were there different employees

1 within Project Silver that worked on those various  
2 different sub-projects?

3 A. Rephrase the question? I don't understand it.

4 233. Q. So there were four sub-projects. Was it  
5 different sort of employees that were assigned to the  
6 different sub-projects?

7 A. Correct.

8 234. Q. Thank you. Those are my questions.

9

10 --THE CROSS-EXAMINATION ADJOURNED AT THE HOUR OF  
11 7:49 IN THE AFTERNOON.

12

13 WE HEREBY CERTIFY THAT the foregoing was  
14 transcribed to the best of our skill and ability.

15

16 .....

17 G R S / R. Eliot, A.C.T.

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# Tab 33

Examination No. 18-0033.7

Court File No. 17-71659

**ONTARIO SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

PLAINTIFF

- and -

BLACKBERRY LIMITED

DEFENDANT

\*\*\*\*\*

CROSS-EXAMINATION OF COLIN HO ON HIS AFFIDAVIT SWORN  
OCTOBER 3, 2017, pursuant to an appointment made on consent  
of the parties, to be reported by Gillespie Reporting  
Services, on Thursday, January 18, 2018, commencing at the  
hour of 4:48 in the afternoon.

\*\*\*\*\*

APPEARANCES:

Mr. Andrew Reinholdt	for the Plaintiff
Ms. Karine Dion	for the Plaintiff
Mr. Arlen Sternberg	for the Defendant
Mr. Ryan Lax	for the Defendant

The Examination was reported by Gillespie Reporting Services at  
Ottawa, Ontario, having been duly appointed for the purpose.

(i)

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**EXHIBITS**

(NONE FILED)

DATE TRANSCRIPT ORDERED: JANUARY 18, 2018

DATE TRANSCRIPT COMPLETED: JANUARY 31, 2018



1                   **COLIN HO, AFFIRMED:**

2                   **CROSS-EXAMINATION BY MS. DION:**

3 1.               Q.   So good afternoon, Mr. Ho.  If you could  
4                   please state your full name for the record.

5                   A.   Colin Ho.

6 2.               Q.   You have been sworn in today?

7                   A.   Yes.

8 3.               Q.   Now you signed your affidavit on October 3,  
9                   2017.  Is that correct?

10                  A.   Yes.

11 4.               Q.   It should be the last page if you want to  
12                   confirm and at that time you understood that you were  
13                   swearing that everything in that document was to your  
14                   knowledge true?

15                  A.   Yes.

16 5.               Q.   Did you review your affidavit in preparation  
17                   for today?

18                  A.   I did.

19 6.               Q.   Is the information contained in your affidavit  
20                   still true?

21                  A.   Yes.

22 7.               Q.   What other material did you review prior to  
23                   signing your affidavit in order to complete your  
24                   affidavit?

25                  A.   I did not have any material, just my memory.

1 8. Q. Okay. Now when you worked for BlackBerry  
2 prior to going over to Ford who did you report to?

3 A. I reported to Vilok Kusumaker. I have trouble  
4 spelling it sometimes. Sorry.

5 9. Q. You were Senior Manager, Input Systems.  
6 Correct?

7 A. Yes.

8 10. Q. So you were part of the management team at  
9 BlackBerry?

10 A. Yes.

11 11. Q. I am going to refer to paragraph 2 of your  
12 affidavit. So in this paragraph you state that you "had a  
13 team of roughly 20-25 software developers and testers in  
14 Ottawa and Waterloo" that reported to you. Could you  
15 confirm the exact number of employees that reported to you  
16 in Ottawa?

17 A. I don't think I can recall the exact number.

18 12. Q. Then a rough estimate?

19 A. I believe it was around 15.

20 13. Q. And in Waterloo?

21 A. Six or seven.

22 14. Q. But certainly more in Ottawa?

23 A. Yes.

24 15. Q. Did all of the 15 or so employees that  
25 reported to you in Ottawa receive offers from Ford?

1 A. I don't recall. Most of them did.

2 16. Q. But there could have been some that didn't?

3 A. I'm trying to remember if in Ottawa whether or  
4 not all of them did. Yeah, most of them did.

5 17. Q. What about in Waterloo?

6 A. One person I know did not receive an offer.

7 18. Q. The other ones did?

8 A. As I recall, yes.

9 19. Q. Of the Ottawa employees that received offers  
10 from Ford, do you know if they all accepted the offer?

11 A. Sorry, can you ask that again?

12 20. Q. Of all the Ottawa employees that would have  
13 received an offer from Ford, do you know if they all  
14 accepted the offer?

15 A. Of the employees that reported to me?

16 21. Q. Ottawa, yes.

17 A. To the best of my recollection they did.

18 22. Q. What about the Waterloo employees that  
19 reported to you that received offers?

20 A. To the best of my recollection they did.  
21 Again, those were the ones reporting to me.

22 23. Q. Of course.

23 A. Yeah.

24 24. Q. Now I'm going to take you to paragraph 4 of  
25 your affidavit. So you received your offer from Ford on

1 or about December 8, 2016; correct?

2 A. Yes.

3 25. Q. Was this offer provided to you in person?

4 A. It was.

5 26. Q. You did end up accepting employment with Ford?

6 A. I did.

7 27. Q. On which day did you confirm with Ford that  
8 you accepted your employment offer?

9 A. I don't recall the exact date but it was about  
10 a week after.

11 28. Q. So certainly before the holidays?

12 A. Yes.

13 29. Q. Did you confirm your acceptance in writing?

14 A. Yes.

15 30. Q. Would it have been by email?

16 A. I believe I signed a document, a letter, and  
17 sent an electronic copy by email but also sent a hard copy  
18 or returned a hard copy.

19 31. Q. By regular mail?

20 A. If I recall correctly, yes.

21 MS. DION: Could we get an undertaking for a copy  
22 of that email and any chain of emails of which would have  
23 formed part when he was accepting the employment offer  
24 with Ford?

25 MR. STERNBERG: Before I give you a position do

1 you want to ask the witness whether he believes he was  
2 using a personal email address or a BlackBerry email  
3 address? Why don't you ask him that because it may affect  
4 whether there is any ability for us to even look.

5 MS. DION: Of course.

6 32. Q. Were you using a personal email account or a  
7 BlackBerry email account?

8 A. To my recollection it was my personal email  
9 account.

10 33. Q. Could I ask, Mr. Ho, then you to look for  
11 this?

12 MR. STERNBERG: Well, it's obviously fair for you  
13 to ask him given it was his personal email address. So  
14 counsel here in respect of his affidavit will take the  
15 request under advisement and I will speak to Mr. Ho and we  
16 will let you know whether he is able to and prepared to do  
17 that.

\*A\*

18 MS. DION:

19 34. Q. Did you advise BlackBerry's Human Resources  
20 department that you had accepted employment with Ford?

21 A. Can you clarify at what point, like at what  
22 time you are referring to?

23 35. Q. That was going to be my next question.

24 A. Okay.

25 36. Q. I guess after receiving the Ford employment

1 offer on or about December 8, 2016 and then prior to  
2 commencing work with Ford I believe on March 1<sup>st</sup>, did you  
3 advise BlackBerry's HR department that you had accepted  
4 employment with Ford?

5 A. Sorry, I know I just asked you to clarify  
6 that. Can you clarify it again? So between...

7 37. Q. After receiving the offer on December 8<sup>th</sup>.

8 A. Yes.

9 38. Q. And then prior to starting with Ford which I  
10 believe you started at the beginning of March?

11 A. Yes.

12 39. Q. Did you advise BlackBerry's HR department that  
13 you had accepted employment with Ford? So it was about a  
14 three-month span.

15 MR. STERNBERG: Three weeks. Oh, no, three  
16 months. Sorry. My apologies. I was trying to assist and  
17 I did the opposite. Sorry.

18 THE WITNESS: I do not recall whether or not I  
19 notified them specifically that I had accepted employment  
20 at Ford in writing.

21 MS. DION:

22 40. Q. Would you have done so in person or over the  
23 phone?

24 A. Sorry, I'm going to ask to clarify. At the  
25 time, I was reporting to somebody. My manager was still

1 at BlackBerry and so verbally I advised my manager, Vilok,  
2 that I had accepted the offer.

3 41. Q. Was Vilok the only person I guess above you in  
4 BlackBerry's organizational structure, including HR, that  
5 you advised that you had accepted employment with Ford?

6 A. It also came up in conversation with Zoltan  
7 and, just to clarify, I do not recall discussing it  
8 specifically with HR.

9 42. Q. When you told Vilok verbally do you remember  
10 when that was?

11 A. The exact date, no. It would have been  
12 shortly after I accepted so it would have been around  
13 mid-December.

14 43. Q. When it came up for the first time in a  
15 conversation with Zoltan do you remember roughly when that  
16 conversation took place?

17 A. It would have been very informal and it would  
18 have been around the same time.

19 44. Q. Around mid-December then?

20 A. Yes.

21 45. Q. Did you advise your team, the roughly 20 to 25  
22 employees in Ottawa and Waterloo, that you had accepted  
23 employment with Ford?

24 A. At that time in December? No.

25 46. Q. How about prior to beginning work with Ford?

1 A. Yes.

2 47. Q. Do you remember when and I understand that it  
3 might have been on different days for different employees  
4 but if you can recall the first day you advised at least  
5 one of your employees and whether you advised them all at  
6 once or in a group setting?

7 A. It would have been after they received their  
8 offers.

9 48. Q. For all of them?

10 A. Yes.

11 49. Q. Did you end up advising all of the employees  
12 that reported to you at some point that you had accepted  
13 employment with Ford prior to you starting working with  
14 Ford?

15 A. Yes.

16 50. Q. Did you do this in person?

17 A. To my recollection I shared the information at  
18 a team meeting. So some of them would have been in person  
19 in the room. Others would have been on the phone since  
20 some were in Waterloo.

21 51. Q. Do you recall all of the employees being  
22 present for that team meeting either by telephone or in  
23 person?

24 A. I don't recall if they were all present.

25 52. Q. Do you recall whether a majority of employees



1 were present?

2 A. I can't recall that either.

3 53. Q. Did you communicate anything regarding your  
4 acceptance of the Ford offer to the employees that  
5 reported to you in writing?

6 A. No.

7 54. Q. Would you have any speaking notes about this  
8 team meeting or notes that you took at the team meeting?

9 A. On my person now?

10 55. Q. No, just generally. Did you take notes during  
11 the meeting or did you prepare notes in advance of the  
12 meeting?

13 A. Typically not. Not for these types of team  
14 meetings.

15 56. Q. And not for this one?

16 A. I don't recall. I don't believe so.

17 57. Q. Would you have sent out an email invitation to  
18 invite your team to attend?

19 A. I had - these were recurring team meetings so  
20 every couple of weeks we would meet so it wasn't a special  
21 meeting.

22 58. Q. Is there a way to know who accepted - I don't  
23 know if you send out recurring invitations to this meeting  
24 or if everyone just --

25 A. It is done with, yeah, like a recurring

1 Outlook meeting invitation.

2 59. Q. So you can accept it or reject it or say  
3 you're tentative for example?

4 A. Yes.

5 60. Q. Would it be possible to know which of the  
6 employees attended through acceptance or rejections of the  
7 invitation?

8 A. I don't think it would be possible to know  
9 definitively. With the recurring meetings, people would  
10 often accept the whole series and just not show up to  
11 specific meetings and I never tracked attendance that  
12 closely.

13 61. Q. Okay. So I'd like to turn to paragraph 7 of  
14 your affidavit, please. So prior to accepting employment  
15 with Ford you discussed some of the terms of the offer  
16 with them; correct?

17 A. I did.

18 62. Q. You also made a counter-offer to Ford?

19 A. I did.

20 63. Q. So we see an example of that counter-offer in  
21 Exhibit "F" of Rebecca Graham's affidavit. So her  
22 affidavit is the first one in the whole set of documents,  
23 right at the beginning.

24 A. Okay.

25 64. Q. Yes, so the first tab "F".

1 A. Okay.

2 65. Q. Do you remember sending this email?

3 A. Yes.

4 66. Q. Do you know if you ever received a response in  
5 writing to that email?

6 A. In writing, I don't recall.

7 MS. DION: Could I please get an undertaking for  
8 you to verify whether Mr. Ho received a response to this  
9 email?

10 MR. STERNBERG: I'll take that under advisement. \*A\*

11 MS. DION: And then to add on that, if there is an  
12 email chain where Mr. Ho and Ford are discussing the terms  
13 of the offer, the emails that form part of that chain as  
14 well, please.

15 MR. STERNBERG: Same position. Under advisement. \*A\*

16 MS. DION: Now as part of this email we see that  
17 there was an attachment called "Ford offer analysis". I'd  
18 like to request an undertaking for a copy of that  
19 attachment, please.

20 MR. STERNBERG: Assist me with how you say it's  
21 relevant to issues on the certification motion.

22 MS. DION: We think that all of the managers  
23 having been provided with offers in December goes to the  
24 cross-definition first of all and then that the managers  
25 in our opinion were involved with the overall transaction

1 that happened behind the scenes as set out in the  
2 Statement of Claim and referenced in the notice of motion.

3 MR. STERNBERG: I'm not sure I'm following how  
4 that would make the offer analysis attachment but in any  
5 event rather than taking more time now I've got the  
6 request and I'll take it under advisement. \*A\*

7 MS. DION: Just to add on to that this was a  
8 document provided through Mr. Ho's affidavit so we want a  
9 complete set of this document which includes that  
10 attachment.

11 MR. LAX: Just to be clear, it wasn't provided  
12 through Mr. Ho's affidavit.

13 MS. DION: Oh, sorry. It was provided through  
14 your evidence, Rebecca Graham's, yes.

15 MR. STERNBERG: Under advisement. \*A\*

16 MS. DION:

17 67. Q. The employment offer that you eventually  
18 accepted with Ford, was that on different terms than the  
19 original offer that was sent to you December 8<sup>th</sup>?

20 A. Can you clarify? I don't understand. What do  
21 you mean by different terms?

22 68. Q. Of course. You received an offer on  
23 December 8<sup>th</sup> for employment with Ford and then we see that  
24 you tried to negotiate changes or different terms to your  
25 employment contract or the offer with Ford.

1 A. Yes.

2 69. Q. Then eventually you signed on with Ford.

3 A. Yes.

4 70. Q. So I'm wondering if the offer you got on  
5 December 8<sup>th</sup> and the eventual offer that you are now bound  
6 by are the same.

7 A. No.

8 71. Q. So you were successful in negotiating  
9 different terms in that offer with Ford?

10 A. Yes.

11 MS. DION: So by way of undertaking I would like  
12 to request a copy of the original offer made to Mr. Ho on  
13 December 8<sup>th</sup> and a copy of the employment contract he  
14 eventually accepted with Ford.

15 MR. STERNBERG: I'll take that under advisement.

\*A\*

16 MS. DION:

17 72. Q. We're going to turn back to your affidavit,  
18 paragraph 11, please. So according to this paragraph you  
19 received a request for a resignation letter from  
20 BlackBerry HR on February 2, 2017. Correct?

21 A. Yes.

22 73. Q. Now if you could take the second document, the  
23 stack of documents, yes, that one, the larger one of the  
24 two, and go to Exhibit "K", the first Exhibit "K" there.  
25 Flip the page. Yes, that page right there, page 88 of

1 that set of documents. Is this the email you're referring  
2 to in paragraph 11 of your affidavit, sorry, or the  
3 request that you are referring to? You don't state an  
4 email.

5 A. Yes.

6 74. Q. If we turn two pages later, page 90 at the top  
7 right, we see a template resignation letter. Did you also  
8 receive the same template resignation letter on  
9 February 2, 2017?

10 A. Yes.

11 75. Q. Was this the first time, on February 2, 2017,  
12 that somebody from BlackBerry informed you that you needed  
13 to officially resign from your employment with BlackBerry?

14 A. Explicitly? Yes.

15 76. Q. Did you end up providing a resignation letter  
16 to BlackBerry?

17 A. Yes.

18 77. Q. Was this done in writing?

19 A. Yes.

20 78. Q. By email?

21 A. No.

22 79. Q. Would you have retained a copy of the  
23 resignation letter? I guess it doesn't matter.  
24 BlackBerry would have a copy of it.

25 MS. DION: May I please request by undertaking a

1 copy of Mr. Ho's resignation letter to BlackBerry?

2 MR. STERNBERG: Under advisement. \*A\*

3 MS. DION:

4 80. Q. Do you recall on which day you provided  
5 BlackBerry with your resignation letter?

6 A. Not exactly the date but about two weeks prior  
7 to my final day of employment.

8 81. Q. So about mid-February?

9 A. Yes.

10 82. Q. Now I'll take you back to your affidavit, the  
11 next paragraph, paragraph 12. So in this paragraph you  
12 state having spoken to "some employees" on your team about  
13 the request for a resignation letter from BlackBerry or a  
14 resignation. Do you recall how many employees you spoke  
15 to about this?

16 A. Just a small number. Sorry, just - less than  
17 five.

18 83. Q. Were they from both Ottawa and Waterloo?

19 A. To my recollection just Ottawa.

20 84. Q. Could you provide us with the names of those  
21 individuals that you recall speaking with?

22 A. I don't recall the specific names.

23 85. Q. Do you recall the names of any one of those  
24 five people?

25 A. No, I don't. Sorry.

1 86. Q. All right. I'm, going to take you back to  
2 paragraph 6 of your affidavit.

3 A. Yeah.

4 87. Q. So in this paragraph you wrote that as far as  
5 you were aware, "the likelihood of any particular employee  
6 being redeployed if they turned down the Ford offer would  
7 be affected by (their) particular role and skillset" and  
8 "by how many people turned down the...offers".

9 I am going to be flipping back and forth between  
10 this one and paragraph 10. So we see at paragraph 10 of  
11 your affidavit that you relayed very similar information  
12 to the employees on your team, namely the job function and  
13 how many people turned down the Ford offers would probably  
14 affect their ability to remain with BlackBerry. So can  
15 you confirm the time period you are referring to when you  
16 wrote, "During the time when people were considering their  
17 offers"? That's at paragraph 10.

18 A. This would have been mostly after the date  
19 that they received their offers but there were many  
20 discussions prior to that as well.

21 88. Q. About redeployment options if they turned down  
22 the Ford offer?

23 A. Yes. There was speculation - since the  
24 employees were aware that the offers were coming in  
25 January, there was discussion in December about -



1 speculating what the content of the offer would be and  
2 what would happen if they decided not to take it.

3 89. Q. How many employees would you say spoke to you  
4 about this during we'll start with the pre-offer period?

5 A. I don't recall exactly. Maybe ten or so.

6 90. Q. Both from Ottawa and Waterloo regions?

7 A. Yes.

8 91. Q. Do you recall roughly how many employees would  
9 have been talking to you from Ottawa on that subject?

10 A. I don't recall exactly. I have one-on-ones,  
11 regular one-on-ones with my direct reports and so it would  
12 have come up in those conversations and those are held  
13 generally bi-weekly. So out of the group of twenty I only  
14 had five or six direct reports.

15 92. Q. Out of your group of 20 in Ottawa?

16 A. Well, the 20 --

17 93. Q. Or 20 overall?

18 A. Yeah. I don't recall the exact number of  
19 reports that I had at the time but, yeah, it was  
20 approximately 20, 25 but that was overall, yes.

21 94. Q. Then approximately 10 of those spoke to you  
22 prior to receiving the offers?

23 A. Yes.

24 95. Q. On this redeployment?

25 A. Yes.

1 96. Q. Okay. How about post-offer? Do you remember  
2 roughly how many employees spoke to you about redeployment  
3 opportunities?

4 A. It's hard for me to say the exact number.

5 97. Q. Do you remember if it was more or less than  
6 pre-offer?

7 A. No, I don't recall and I will clarify. A  
8 clarification is not maybe requested but not all the  
9 people that I spoke with were my direct reports. I knew  
10 lots of people in the building so there was lots of  
11 informal conversation going on just between co-workers.

12 98. Q. Do you recall the names of anyone that spoke  
13 to you about this redeployment issue either pre- or  
14 post-offer?

15 A. I do recall some. Do you want them?

16 99. Q. Yes, that was going to be my next question.

17 A. So Marico Komai was one of my team members,  
18 Mike Beaudette is another team member, Vic Veinotte is not  
19 a - did not report to me but was a - is a friend.  
20 Mark Chatterley is a peer. Mark Cullum is a good friend  
21 and also on my team.

22 100. Q. Mark Cullen?

23 A. Cullum.

24 101. Q. Cullum. Anyone else?

25 A. Not that I recall.

1 102. Q. So you have named five people.

2 MS. DION: May I please get an undertaking for the  
3 contact information for these five people?

4 MR. STERNBERG: As far as we are aware they work  
5 at Ford.

6 MS. DION: Pardon me?

7 MR. STERNBERG: As far as we're aware they work at  
8 Ford.

9 MS. DION: So you do not have their contact  
10 information?

11 MR. STERNBERG: Well, what other contact info are  
12 you looking for?

13 MS. DION: Email address, telephone number.

14 MR. STERNBERG: I'll take it under advisement. \*A\*

15 MS. DION: My apologies. I missed what you just  
16 said. Under advisement?

17 MR. STERNBERG: Under advisement, yes.

18 MS. DION: And if they provided a resignation  
19 letter I believe their contact information might be found  
20 within that letter. At the end there was a request for  
21 their contact information.

22 MR. STERNBERG: Okay. Under advisement. \*A\*

23 MS. DION:

24 103. Q. So, Mr. Ho, you would agree with me that you  
25 never provided a guarantee to any of these employees that

1 spoke to you about possible redeployment that they would  
2 certainly have a job if they declined the Ford offer;  
3 correct?

4 A. A guarantee?

5 104. Q. Yes.

6 A. No.

7 105. Q. Prior to employees receiving their offers from  
8 Ford in January 2017 had you spoken to anyone at  
9 BlackBerry about how to respond to employee questions  
10 regarding the possibility of redeployment if they turned  
11 down the Ford offer?

12 A. Yes.

13 106. Q. Who did you speak with?

14 A. To my recollection it came up in a leads  
15 meeting. So this would be a meeting that my supervisor  
16 Vilok would have held with his team leads.

17 107. Q. So you were one of those team leads?

18 A. Yes.

19 108. Q. How many other team leads would have been a  
20 part of that meeting?

21 A. I don't recall the exact number. About ten.

22 109. Q. Was it just during the one meeting that you  
23 discussed how to respond to employees or did it come up in  
24 more than one meeting?

25 A. I don't recall exactly.

1 110. Q. Do you recall when at least this one meeting  
2 that you are recalling would have occurred?

3 A. Not exactly.

4 111. Q. Do you recall if it would have been before  
5 receiving your Ford offer?

6 A. I do not believe so.

7 112. Q. Do you remember the names of any of the team  
8 leads that would have been a part of this meeting?

9 A. I should but I don't.

10 113. Q. What we see at paragraph 10 of your affidavit,  
11 is that essentially how you guys agreed that you would  
12 respond to employee questions about potential  
13 redeployment?

14 A. Essentially, yes.

15 114. Q. So now paragraph 9 of your affidavit you state  
16 how some employees had "some questions or concerns with  
17 certain terms of their Ford offer". Do you recall how  
18 many employees expressed a question or a concern that they  
19 had with their offer to you?

20 A. I don't recall the exact number, no.

21 115. Q. Would you be able to guess whether it was less  
22 than ten, more than ten?

23 A. I would say less than ten.

24 116. Q. Less than ten? Less than five?

25 A. Probably more than five, between five and ten.

1 117. Q. Do you recall the names of anyone that would  
2 have asked you or expressed a question or concern that  
3 they had with the offer?

4 A. The people that I mentioned prior.

5 118. Q. I'll go through them. So Marico Komai?

6 A. Komai. Yes.

7 119. Q. Komai, and Mike Beaudette?

8 A. Yes.

9 120. Q. Vic Veinotte?

10 A. Yes.

11 121. Q. Mark Chatterley?

12 A. No.

13 122. Q. Mark Cullum?

14 A. Yes.

15 123. Q. Anyone else other than those four?

16 A. Not that I recall.

17 124. Q. I'll refer now to paragraph 4 of

18 Rebecca Graham's affidavit so you might want to just fold  
19 your affidavit or recall where it is. Rebecca Graham's  
20 affidavit is the first one in the stack. So it's after  
21 tab 1 and it'll be page 4, the top right. So we see in  
22 paragraph 4(a) that she mentions, "the agreement between  
23 BlackBerry and Ford by which BlackBerry agreed to provide  
24 engineering services to Ford" and then if you flip back to  
25 your affidavit in paragraph 3 you refer to "an engineering

1 services project for Ford, known as 'Project Silver'" and  
2 that you and your team began work on this project in about  
3 late 2016.

4 So prior to beginning work on Project Silver I  
5 assume and please correct me if I'm wrong that BlackBerry  
6 and Ford would have agreed on at least some aspects of the  
7 scope of the engineering services work that would be  
8 completed as part of Project Silver?

9 MR. STERNBERG: Don't answer the question.

\*O\*

10 MS. DION: Why not?

11 MR. STERNBERG: On the basis of relevance. I  
12 don't see how it's relevant to the issues on the motion.

13 MS. DION: One of the issues we bring up is how  
14 there was a structured transaction to circumvent paying  
15 the plaintiff's statutory entitlements that stem from this  
16 agreement that started with Project Silver.

17 MR. STERNBERG: Okay. I appreciate the  
18 clarification. The position is the same.

19 MS. DION:

20 125. Q. So when did you first learn about this  
21 engineering services project with Ford?

22 A. To the best of my recollection it was around  
23 the end of August.

24 126. Q. 2016?

25 A. Yes. Sorry, is that - wait.

1 127. Q. You received your offer in December 2016.

2 A. Yes. Yes.

3 128. Q. Who told you about this project?

4 A. It was my supervisor, Vilok.

5 129. Q. Did he tell you in writing or in person or  
6 over the phone I guess is another option?

7 A. Yeah. I was invited to a meeting.

8 130. Q. This had been an in-person meeting?

9 A. I think some of us were - it was multi-site  
10 so...

11 131. Q. What sites were included as part of this  
12 meeting?

13 A. I don't recall.

14 132. Q. Do you know any of the sites that were  
15 included or invited?

16 A. All I recall is that I was invited to a  
17 meeting about Silver and I didn't know about it, what it  
18 was.

19 133. Q. Do you recall anyone who was present in person  
20 at this meeting?

21 A. No.

22 134. Q. Do you recall roughly how many people were  
23 present in person at this meeting?

24 A. No.

25 135. Q. Do you recall if there was anyone I guess



1 lower on the organizational chart than a manager that was  
2 present at the meeting?

3 A. At that time I don't think so.

4 136. Q. Do you recall anyone from BlackBerry HR that  
5 was present at this meeting?

6 A. I'm quite sure there was no one from HR.

7 137. Q. Is it true that this was a project developed  
8 at the senior management level within BlackBerry?

9 A. I don't know the origins of the project.

10 138. Q. It's not something you got into during the  
11 meeting?

12 A. No.

13 139. Q. At the time of this meeting was the scope of  
14 the project already determined?

15 A. At the time there was a rough idea of what we  
16 were going to work on but I would not say that the scope  
17 was finalized.

18 140. Q. Did you contribute to working out the scope of  
19 the project?

20 A. No.

21 141. Q. Do you know who would have been involved with  
22 working out that scope?

23 A. I expect that it would have been people at  
24 Zoltan's level and above.

25 142. Q. How many levels above you would Zoltan be?

1 A. Two.

2 143. Q. At that time?

3 A. Yes.

4 144. Q. Two levels above? But you're not sure, this  
5 is just speculation?

6 A. My understanding is that Zoltan was - in  
7 conversations with Zoltan my understanding is that he was  
8 involved in some of the earlier discussions.

9 145. Q. Do you know of anyone else that would have  
10 been involved in the earlier discussions?

11 A. Not specifically, no.

12 146. Q. Do you know when the scope of the project was  
13 finalized?

14 A. No.

15 147. Q. When were you first informed that Ford planned  
16 on making employment offers to the employees who got their  
17 offers in January?

18 A. I don't recall exactly. I mean - yeah, I  
19 don't recall exactly.

20 148. Q. Do you recall if it was after you had already  
21 received your offer from Ford?

22 A. Sorry, can you ask the original question  
23 again?

24 149. Q. Do you recall when you were first informed  
25 that Ford planned on making employment offers to the

1 employees who got their offers in January 2017 and then

2 I --

3 A. It would have been before I received my offer.

4 150. Q. So sometime before the end of August when you  
5 had this meeting and learned about Silver and December 8<sup>th</sup>  
6 when you got your offer?

7 A. After the time in August. You said before.

8 151. Q. So after, sorry, after the end of August 2016.

9 A. Yes. After.

10 152. Q. But before December 8, 2016?

11 A. Yes.

12 153. Q. You're not sure exactly when?

13 A. I don't recall exactly when.

14 154. Q. Do you recall who would have informed you that  
15 Ford had this intention?

16 A. I believe it would have been Vilok.

17 155. Q. You don't sound sure about that.

18 A. It would have been a small group that - it  
19 would have been in the leadership, in my leadership group.  
20 So it would have been - yeah, I'm not sure but I would  
21 have expected it would have come up in discussions with  
22 Vilok.

23 156. Q. Do you recall whether other people were  
24 present when you were informed such that other people were  
25 informed at the same time?

1           A. Again I believe it would have come up in a  
2 leadership discussion in one of Vilok's team meetings.

3 157.       Q. Do you recall roughly how many people would  
4 have been present during this meeting?

5           A. Well, similar to my last answer about his team  
6 meetings, it would have been his group of reports. So my  
7 peers reporting to Vilok. I don't know the exact number.

8 158.       Q. I think the last time you said roughly around  
9 ten for one of the team --

10          A. Yes.

11 159.       Q. Does that sound accurate? Would anything have  
12 been provided to you or the other team members in writing  
13 about this intention of Ford making employment offers?

14          A. Not that I recall.

15 160.       Q. Were you aware prior to receiving your  
16 December 8<sup>th</sup> offer from Ford that Ford had the intention of  
17 making you an offer?

18          A. I don't recall.

19 161.       Q. Okay. So we know, you told us earlier today,  
20 that you had spoken to Vilok about how to respond to  
21 employee questions about possible redeployment. Did you  
22 speak to Vilok about any other potential employee  
23 questions and how to answer them prior to the employees  
24 receiving their Ford offers?

25          A. Sorry, can you ask that again?

1           A. Yes. So I know you had received  
2 redeployment-type questions from employees when they first  
3 became aware that they would be getting Ford offers so in  
4 December and that you had spoken to Vilok, you and other  
5 team members, during a meeting about how to respond to  
6 these employees about those types of questions and we see  
7 that in your affidavit. Did you discuss other types of  
8 questions from employees either that you had received or  
9 that you thought you might receive and how to respond to  
10 those questions or was it just about redeployment?

11           A. There were other questions and subjects  
12 besides redeployment.

13 162.           Q. Maybe I can give you specific examples and you  
14 can say yes or no.

15           A. Okay. That would help.

16 163.           Q. So whether their service would be recognized  
17 at Ford. Is that something that came up during that  
18 meeting? Their BlackBerry service, sorry.

19           A. Right. I don't recall it necessarily coming  
20 up in that meeting. There were discussions about that.

21 164.           Q. About how to respond to those types of  
22 questions?

23           A. I don't recall there being any specific  
24 guidance on how to respond to that.

25 165.           Q. From Vilok or anyone else at BlackBerry?

1 A. No.

2 166. Q. What about the issue of severance payouts to  
3 employees who did accept Ford offers or even generally?

4 A. I don't - again I don't recall there being any  
5 specific guidance.

6 167. Q. Was it discussed?

7 A. Informally? Yes.

8 168. Q. Prior to the employees receiving their offers  
9 in January?

10 A. Yes. People discussed it.

11 169. Q. Was it because at least one of the employees  
12 had raised it as an issue or a question or kind of on your  
13 own initiative?

14 A. It was a concern of - when I say employees I  
15 don't always mean my employees.

16 170. Q. Yes.

17 A. But it was a concern among the people  
18 involved.

19 171. Q. Those people being the ones who received  
20 employment offers in January?

21 A. Those that were working on Project Silver.

22 172. Q. So at least someone who was working on  
23 Project Silver raised the issue of potential severance  
24 prior to receiving their Ford offer and so it was  
25 discussed informally with you and Vilok and others?

1           A. There were informal discussions among the - I  
2 recall informal discussions among participants in  
3 Project Silver about whether or not we would receive  
4 severance.

5 173.           Q. Nothing was ever reduced to writing about  
6 these discussions on these specific issues?

7           A. Not to my recollection.

8 174.           Q. Did you ever seek guidance from either  
9 BlackBerry HR or Vilok or any other managers that would be  
10 I guess higher than you in the organizational structure in  
11 BlackBerry about how to respond to employee questions that  
12 were related in some way to that Ford offer?

13           A. I don't recall seeking out information.

14 175.           Q. Do you recall it being given to you  
15 nonetheless?

16           A. As I mentioned there were - it was discussed  
17 at some of Vilok's team meetings.

18 176.           Q. We know redeployment was.

19           A. Okay.

20 177.           Q. And you had this understanding on how to  
21 respond.

22           A. Yeah, okay.

23 178.           Q. But other than that?

24           A. I don't recall us discussing severance.

25 179.           Q. Or recognized service, years of service at

1 BlackBerry?

2 A. No.

3 MS. DION: Okay, I'm going to ask just for a few  
4 minutes to confer with Andrew.

5 (SHORT RECESS)

6 MS. DION:

7 180. Q. So I just want to take you back to those two  
8 meetings that you had with Vilok. So the first one I'll  
9 get to is the one where you discussed the redeployment  
10 question and how to respond to employees. So with respect  
11 to this meeting would there have been an invitation, an  
12 Outlook invitation to attend the meeting?

13 A. Vilok's team meetings were the same as mine.  
14 They're just recurring.

15 181. Q. Recurring team meetings?

16 A. Yeah. Recurring weekly or bi-weekly meetings.

17 MS. DION: Could I get an undertaking for the  
18 invitations and who would have accepted and rejected or  
19 whatever you can find about these team meetings between  
20 August 2016 and February 2017?

21 MR. STERNBERG: Under advisement.

\*A\*

22 MS. DION:

23 182. Q. Prior to attending these recurring team  
24 meetings with Vilok would you get an agenda about what the  
25 meeting would be about?



1 A. Typically no.

2 183. Q. Would you have gotten one for purposes of the  
3 meeting where you discussed that redeployment issue?

4 A. Vilok is not the kind of person that sends out  
5 an agenda ahead of time.

6 184. Q. Just to make sure I get all of these questions  
7 then do you have the same answer with respect to the team  
8 meeting with Vilok where you learned that Ford was  
9 planning to make employment offers to the employees in  
10 January?

11 A. Yes.

12 185. Q. Did you typically take notes during these team  
13 meetings?

14 A. No. Do you mean like is there somebody that  
15 formally takes notes?

16 186. Q. No.

17 A. Or do I personally take notes?

18 187. Q. Do you personally take notes?

19 A. No. I would sometimes take notes, yes.

20 MS. DION: Can I get an undertaking to check if  
21 Mr. Ho has some notes, again same time period August 2016  
22 to February 2017, during these team meetings with Vilok?

23 MR. STERNBERG: Under advisement.

\*A\*

24 MS. DION:

25 188. Q. Now you had started talking about formal note

1 taking, perhaps minutes. Would anyone do that?

2 A. No.

3 189. Q. Would Vilok or anyone else typically send  
4 follow-up emails after these team meetings, kind of recap  
5 what you talked about?

6 A. Not usually and I don't think he did in this  
7 case.

8 190. Q. During that time period?

9 A. Yeah.

10 191. Q. Okay. You had also mentioned that you had  
11 bi-weekly meetings with your own team.

12 A. Yes.

13 192. Q. Would you typically send out an agenda about  
14 what would be discussed?

15 A. No.

16 193. Q. Would there be a formal note taker during  
17 these meetings?

18 A. No.

19 194. Q. Would you or anyone else typically take notes  
20 during these meetings?

21 A. I would not. I'm not sure if anybody else  
22 would.

23 195. Q. Do you typically send follow-up emails after  
24 your team meetings?

25 A. No.

1 MS. DION: I believe I already asked for an  
2 undertaking for the invitation Mr. Ho might have sent out  
3 for his team meetings, at least one of them. But just to  
4 make sure I include everything I'm going to ask for the  
5 same type of undertaking for that August 2016 to February  
6 2017 time period for any invitations and who accepted or  
7 rejected them for his bi-weekly meetings with his team.

8 MR. STERNBERG: Under advisement.

\*A\*

9 MS. DION: So subject to any questions arising out  
10 of any answers to undertakings or documents provided by  
11 way of undertaking I have no further questions for you.

12 **RE-EXAMINATION BY MR. STERNBERG:**

13 196. Q. I just have a couple of questions for you,  
14 Mr. Ho. You were being asked some questions about  
15 discussions amongst participants on Project Silver on the  
16 topic of whether or not employees would receive severance  
17 if they accepted an offer from Ford. What was your  
18 understanding as to whether you would receive severance if  
19 you accepted your Ford offer?

20 A. I had accepted my offer and was not expecting  
21 any severance.

22 197. Q. Did you convey your understanding on that  
23 point about whether an employee would receive severance if  
24 they accepted a Ford offer, did you convey your  
25 understanding on that point to any other employees as far

1 as you recall in discussions?

2 A. Yes.

3 198. Q. Can you assist us with about how many  
4 employees you conveyed that point to?

5 A. About ten.

6 199. Q. Do you recall the names of any particular  
7 employees at this point that you conveyed that point to?

8 A. Probably Mark Cullum and Vic Veinotte.

9 200. Q. As you sit here right now do you recall any  
10 other specific names of those about ten employees that you  
11 spoke to about that point?

12 A. I don't.

13 MR. STERNBERG: Thank you. Those are my  
14 questions. You're finished.

15

16 --THE CROSS-EXAMINATION ADJOURNED AT THE HOUR OF  
17 6:07 IN THE AFTERNOON.

18

19

20

21 WE HEREBY CERTIFY THAT the foregoing was  
22 transcribed to the best of our skill and ability.

23 .....

24 G R S / B L

25

# TAB 34

Examination No. 18-0033.5

Court File No. 17-71659

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

PLAINTIFF

- and -

BLACKBERRY LIMITED

DEFENDANT

\*\*\*\*\*

CROSS-EXAMINATION OF MICHAEL MULLIN ON HIS AFFIDAVIT SWORN  
 SEPTEMBER 29, 2017, pursuant to an appointment made on  
 consent of the parties, to be reported by Gillespie  
 Reporting Services, on Thursday, January 18, 2018,  
 commencing at the hour of 10:02 in the forenoon.

\*\*\*\*\*

## APPEARANCES:

Mr. Andrew Reinholdt	for the Plaintiff
Ms. Karine Dion	for the Plaintiff
Mr. Arlen Sternberg	for the Defendant
Mr. Ryan Lax	for the Defendant

The Examination was reported by Gillespie Reporting Services at  
 Ottawa, Ontario, having been duly appointed for the purpose.

(i)

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NAME OF WITNESS:           MICHAEL MULLIN  
 CROSS-EXAMINATION BY:   MS. DION  
 NUMBER OF PAGES:         2 THROUGH 13

ADVISEMENTS, OBJECTIONS & UNDERTAKINGS

\*A\* ..... 7, 10

EXHIBITS

(NONE FILED)

DATE TRANSCRIPT ORDERED:    JANUARY 18, 2018

DATE TRANSCRIPT COMPLETED: JANUARY 31, 2018

1                    MICHAEL MULLIN, SWORN:

2                    CROSS-EXAMINATION BY MS. DION:

3    1.            Q.    Good morning, Mr. Mullin.    Can you please  
4                    state your full name for the record?

5                    A.    Michael Alexander Solomon Mullin.

6    2.            Q.    You have been sworn in today?

7                    A.    Yes, I have.

8    3.            Q.    You signed your affidavit on September 29,  
9                    2017 and at that time you understood that you were  
10                    swearing that everything in that document to your  
11                    knowledge was true?

12                    A.    What date did you say?    I swore it on the 29<sup>th</sup>  
13                    of September, yeah, and everything is true, yeah.

14    4.            Q.    Is it still true today?

15                    A.    I believe so, yes.

16    5.            Q.    You reviewed it before coming here today?

17                    A.    Yes, I did.

18    6.            Q.    What other material did you review prior to  
19                    signing your affidavit on September 29<sup>th</sup>?

20                    A.    I looked at some of the emails that were sent  
21                    by me and sent to me.

22    7.            Q.    Did you review our motion material at all?

23                    A.    No.

24    8.            Q.    Any other affidavits that are contained in --

25                    A.    No.



1 9. Q. Now you received your employment offer from  
2 Ford about mid-January. Is that correct?

3 A. It was sometime in mid-January, yes.

4 10. Q. Now you wrote in paragraph 4 of your affidavit  
5 that you were not particularly interested in this offer  
6 seeing as working at BlackBerry had been your goal since  
7 college so you eventually declined the offer from Ford.  
8 Correct?

9 A. Yes.

10 11. Q. When did you decline the offer?

11 A. We had to either accept or decline within a  
12 week of them giving us the offer. So it was relatively  
13 close to the end of that week.

14 12. Q. Did you advise Ford in writing that you were  
15 declining your offer?

16 A. No. Sorry, not that I remember.

17 13. Q. So you did so in person?

18 A. My director came to my desk and asked me why I  
19 did not respond to the offer.

20 14. Q. Who is your director?

21 A. His name is Khalid. I'm sorry, I forget his  
22 last name.

23 15. Q. Khalid, K-H-A-L-I-D?

24 A. I don't know. I'm sorry.

25 16. Q. When did Khalid come to see you?

1 A. When everyone else was accepting the offer.

2 17. Q. After that meeting with Khalid did you then go  
3 speak to someone at Ford about declining the offer?

4 A. No.

5 18. Q. Did you ever advise Ford that you were  
6 declining their offer?

7 A. Not that I remember.

8 19. Q. Did you advise Khalid that you were declining  
9 the Ford offer?

10 A. Yes.

11 20. Q. Did you advise anybody else at BlackBerry?

12 A. My direct manager also asked me what the  
13 circumstances of me not accepting it was or if I was going  
14 to accept it and so I told him no, I wasn't going to  
15 accept it and his name was Jared Chambers, is  
16 Jared Chambers.

17 21. Q. Did you tell anyone other than Jared Chambers  
18 or Khalid that you were declining the Ford offer?

19 A. I'm not sure other than my mom.

20 22. Q. Sorry, I should have specified BlackBerry but  
21 thank you. Did you advise both Khalid and Jared Chambers  
22 in person?

23 A. They came by to my desk so yes.

24 23. Q. Do you know whether Ford got the message that  
25 you were declining their offer?

1 A. Well, I didn't accept the offer so...

2 24. Q. So you're not sure?

3 A. I'm not sure if they knew I declined but by  
4 inference they should have realized that.

5 25. Q. So according to Exhibit "B" of your affidavit  
6 on January 27<sup>th</sup> --

7 A. Which one is the one that I should be looking  
8 at?

9 26. Q. The next one, Exhibit "B".

10 MR. LAX: Just flip behind the "B" tab.

11 THE WITNESS: Oh, okay. I see.

12 MS. DION:

13 27. Q. So according to this exhibit on January 27,  
14 2017 you advised Jean Dolbec, a manager at BlackBerry, by  
15 email that you would not be pursuing the Ford offer but  
16 would be remaining with BlackBerry. After sending this  
17 email did you meet with him to discuss employment  
18 opportunities within his team?

19 A. I discussed with him about employment  
20 opportunities on his team, yes.

21 28. Q. In person?

22 A. Yes, yes. Yeah.

23 29. Q. Do you recall what day that was?

24 A. No, I don't. I'm sorry.

25 30. Q. Did you only meet with him once?

1 A. I think I met with him a few times.

2 31. Q. In the end you were able to secure a software  
3 position on his team?

4 A. Yes, I was.

5 32. Q. Do you know when he was able to confirm that  
6 with you?

7 A. I don't remember exactly when.

8 33. Q. Was it after you sent this email?

9 A. That he could confirm?

10 34. Q. Yes.

11 A. Yes, it was after this email.

12 35. Q. I want to discuss the period after you  
13 received the Ford offer but before you accepted it - or  
14 declined it, my apologies.

15 A. Sure.

16 36. Q. So you met with Mr. Dolbec to discuss the  
17 possibility of being placed on his team. But did you  
18 speak to him about anything else? Any other questions,  
19 concerns?

20 A. We talked about the nature of his team. We  
21 talked about kind of his interesting technologies that he  
22 was hoping that his team would be able to move into.

23 37. Q. Was it all BlackBerry work-related  
24 discussions?

25 A. Yes.

1 38. Q. Now you also spoke with Anish Agrawal. Is  
2 that correct?

3 A. Yes.

4 39. Q. Were these discussions with him also about  
5 whether you could be placed on one of his teams if you  
6 declined the Ford offer?

7 A. Yes.

8 40. Q. Did you speak to him about anything else?

9 A. No, it was him trying to tell me what  
10 opportunities were on his team.

11 41. Q. Did you speak with anyone in BlackBerry's HR  
12 department before declining the Ford offer?

13 A. I don't remember doing so. I did email Amber.

14 42. Q. Amber Jessup?

15 A. Yes. I think it's in here actually, isn't it?

16 MR. LAX: I don't believe so.

17 THE WITNESS: Okay.

18 MS. DION: If it's not in the materials can we ask  
19 for a copy of that email, please?

20 MR. LAX: We can take that under advisement.

\*A\*

21 MS. DION: And then any responses thereto.

22 MR. LAX: The same.

\*A\*

23 MS. DION:

24 43. Q. You also had some discussions with Ford. Is  
25 that correct?

1 A. Yes. Yeah.

2 44. Q. We see one of those discussions in Exhibit "A"  
3 of your affidavit. Now this wasn't the only email  
4 exchange you had with Ford, was it?

5 A. I can't remember any other exchanges I had  
6 with Ford. Certainly not one-on-one email discussions  
7 with them. There was like a - they took us into a room  
8 during - when they presented us with the offer to kind of  
9 go over certain things about the offer.

10 45. Q. So the reason I ask, Mr. Mullin, is that in  
11 paragraph 7 of your affidavit you describe this exhibit as  
12 a further email exchange with Ford which leads me to  
13 believe there had been an earlier email exchange.

14 A. I don't remember an email exchange. I  
15 remember talking with them in that room about it.

16 46. Q. Now in paragraph 6 of your affidavit you  
17 explain how your understanding was that if you declined  
18 the Ford offer your "employment with BlackBerry would  
19 continue" and BlackBerry would take steps to place you on  
20 another suitable team or project. Was this the  
21 understanding that you had as a result of your discussion  
22 with Mr. Dolbec?

23 A. Not exactly, no. I had a pretty good feeling  
24 that I'd be able to join Mr. Jean Dolbec's team. There  
25 was a lot of openings on Anish's team as well. They were

1 - Anish was - he seemed like he was trying to convince me  
2 to join his team. But I kind of had my heart set on  
3 Jean's team.

4 47. Q. So this was based on your discussions with  
5 both Mr. Dolbec and Mr. Agrawal?

6 A. Mostly, yes. Yeah.

7 48. Q. In the same paragraph you state how you knew  
8 "there were other roles that were and would be available  
9 on other teams". What exact roles did you know were  
10 available on other teams at the time?

11 A. I'm sorry, I can't remember exactly what the  
12 roles were. They were technical in nature on Anish's  
13 team.

14 49. Q. Were they all on Anish's team?

15 A. I can't remember any others, other than the  
16 ones on Anish's team and on Jean's team.

17 50. Q. Okay, so you knew there were available  
18 positions on both Mr. Dolbec and Mr. Agrawal's team?

19 A. Yes.

20 51. Q. How many positions were available on each  
21 team?

22 A. I don't know, I'm sorry.

23 52. Q. Was it Anish and Jean who specifically told  
24 you that roles were available on their own team?

25 A. No. Amber sends out regular emails kind of

1 detailing interesting things about the company at the time  
2 and at the end of the emails there would be links to  
3 available job openings and specifically for me, like I was  
4 aware of those emails at the time but I had a conversation  
5 with a man named Carmender Brar who told me about the  
6 specific opening on Jean's team.

7 53. Q. One specific opening?

8 A. I don't remember if he said there was just one  
9 or not but he told me that there were openings, at least  
10 one.

11 54. Q. These emails that Amber would send out, were  
12 they sent out just to you?

13 A. No.

14 55. Q. Who were they sent out to?

15 A. A lot of people. A big distribution list.

16 MS. DION: I would like to request a copy of these  
17 emails that Amber would send out from the December 2016 to  
18 end of February 2017 time period.

19 MR. LAX: We'll take that under advisement and see  
20 if we can find them. For clarity you are referring to the  
21 emails that she sent to this one distribution list which  
22 we haven't named that contained the job openings at the  
23 bottom?

\*A\*

24 MS. DION: Yes, please.

25 56. Q. Now you also wrote in that same paragraph that



1 you knew roles would become available. Do you have any  
2 specific information about what roles you knew would  
3 become available?

4 A. Could you restate the question?

5 57. Q. Of course. In paragraph 6 of your affidavit  
6 the second-last sentence you wrote, "I also knew that  
7 there were other roles that were and would be available on  
8 other teams". I'm interested in the "would be available"  
9 roles.

10 A. These are the roles that Anish talked to me  
11 about when I went into his - in his office for a meeting  
12 and he went through a fairly long list of things that he'd  
13 need to cover for because so many people were leaving to  
14 Ford. So he was going to have a lot of openings on his  
15 team to make up for the losses that were going to be felt  
16 by BlackBerry and so he - I'm sorry, I can't exactly  
17 remember all of the details of that.

18 But he basically kind of broke up how he saw his  
19 organization being as we went forward with BlackBerry and  
20 there was kind of I need people here, I need people here,  
21 I need people here, I need people here.

22 58. Q. So it sounds like he was going to lose some  
23 people off his team and would need to fill those roles  
24 with new people?

25 A. That was certainly part of it. I don't know

1 what new responsibilities he would have going forward as  
2 well and that wasn't made clear to me what he would have  
3 to make up for as BlackBerry was losing people, as he  
4 would also have to have new responsibilities as we went  
5 forward. It was more like he had an organization of what  
6 he knew for the future and he was detailing it out to me.

7 59. Q. Did you know of any roles on any other  
8 person's team that would become available?

9 A. No. No, I don't.

10 60. Q. I'd like to take you back to Exhibit "A" of  
11 your affidavit. We see that you sent an email on  
12 January 25<sup>th</sup> and you received a response on January 25<sup>th</sup>.

13 MR. LAX: I believe it was January 24<sup>th</sup> that he  
14 sent the email.

15 MS. DION: Yes, and then he received a response on  
16 January 25<sup>th</sup>.

17 61. Q. Did you respond to that January 25<sup>th</sup> email?

18 A. No, not that I remember, no.

19 MS. DION: I'd like to ask for a two-minute break.

20 MR. LAX: Sure.

21 (SHORT RECESS)

22 MS. DION:

23 62. Q. I just have a few more questions for you  
24 today.

25 A. Sure.

1 63. Q. I want to get back into the discussion you had  
2 with Anish.

3 A. Okay.

4 64. Q. Just to confirm, did you only meet with him  
5 once or several times?

6 A. I only remember meeting him once.

7 65. Q. During that meeting was it only the two of you  
8 present?

9 A. Yes.

10 66. Q. Did you have any conversations with him via  
11 email or anything that wasn't in person?

12 A. Not that I can remember.

13 MS. DION: Those are all my questions for you  
14 today. Thank you.

15 MR. LAX: Thank you. I don't have anything that I  
16 need to ask him in re-exam.

17

18 --THE CROSS-EXAMINATION ADJOURNED AT THE HOUR OF  
19 10:25 IN THE FORENOON.

20

21

22 WE HEREBY CERTIFY THAT the foregoing was  
23 transcribed to the best of our skill and ability.

24

.....

25

G R S / B L

# TAB 35

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

**AFFIDAVIT OF LEIGH NORTON**

I, LEIGH NORTON, of the City of Ottawa, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am employed as a law clerk by Nelligan O'Brien Payne LLP, the lawyers for the Plaintiff in this action and, as such, have knowledge of the matters stated in this affidavit.
2. Attached hereto as Exhibit "A" to this my Affidavit a copy of the chart of answers to Undertakings (including Adviseements agreed to be answered) and attachments, given during the cross-examinations of BlackBerry's Affiants, which chart was received by plaintiff counsel on or about March 12, 2018.

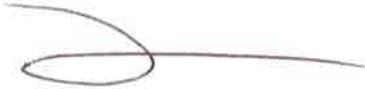
3. Attached hereto as Exhibit "B" to this my Affidavit is a copy of the chart and attached documents for Questions ordered to be answered from the cross-examinations of the BlackBerry Affiants, received by Plaintiff counsel on or about July 19, 2018.
4. Defendant counsel sent an email to Plaintiff counsel on August 21, 2018 providing a link to what the defendant believed was the PowerPoint presentation by Ford from the Town Hall meeting on December 9, 2016 in response to an earlier unanswered undertaking. Attached hereto as Exhibit "C" to this my Affidavit is a copy of the email and the PowerPoint presentation.
5. Attached hereto and marked and Exhibit "D" to this my Affidavit is a chart of answers to written cross-examination questions for Rebecca Graham based on Answers provided by the Defendant following the refusals motion. This chart was received by plaintiff counsel on or about September 4, 2018.
6. Attached hereto and marked as Exhibit "E" to this my Affidavit is a chart of answers to written questions on BlackBerry's affiants (Rebecca Graham, Adrienne Lee, Lee Watson and Andrew Mackie) for affidavits sworn after the cross-examination had taken place early in 2018. This chart was received by plaintiff counsel on or about September 4, 2018.
7. Attached hereto and marked as Exhibit "F" to this my Affidavit is a chart of undertakings answers and attached documents for BlackBerry's Affiant, Colin Ho received by plaintiff counsel on or about October 2, 2018.

8. I make this Affidavit in support of the Plaintiff's Motion for Certification and for no other or improper purpose.

Sworn before me at  
the City of Ottawa,  
in the Province of Ontario  
on January 31, 2019.



Commissioner for Taking  
Affidavits



---

**LEIGH NORTON**

# Tab A



**THIS IS EXHIBIT "A" TO THE  
AFFIDAVIT OF LEIGH NORTON  
SWORN BEFORE ME THIS 31ST DAY OF JANUARY, 2019.**

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

A Commissioner for Taking Affidavits, etc.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**DAVID PARKER**


Plaintiff







- and -

**BLACKBERRY LIMITED**


Defendant

**UNDERTAKINGS (INCLUDING ADVISEMENTS AGREED TO BE ANSWERED)  
(given during the cross-examinations of BlackBerry's affiants)**


	<b>Page #</b>	<b>Ques. #</b>	<b>Question</b>	<b>Answer</b>
<b>Examination of Zoltan Racz held January 18, 2018:</b>				
1.	6-7	33	To produce a copy of the written document Mr. Racz sent to BlackBerry confirming that he had accepted employment with Ford (that he sent in February 2017).	Mr. Racz's written confirmation that he accepted employment with Ford is attached.  Z.Racz.pdf
2.	20	110	To advise if Mr. Racz had any other direct reports besides the six people he mentioned in his affidavit during his cross-examination.	Mr. Racz had no other direct reports aside from the six individuals mentioned by Mr. Racz in his cross-examination in December 2016-February 2017.

	Page #	Ques. #	Question	Answer
<b>Examination of Michael Mullin held January 18, 2018:</b>				
3.	7	42	To look for a copy of any email Mr. Mullin sent to Amber Jessup prior to declining his Ford offer, as well as any response from Ms. Jessup.	One email exchange in this time period has been located, but it is irrelevant to the certification motion.
<b>Examination of Colin Ho held January 18, 2018:</b>				
4.	12-13	66	To produce the offer analysis attachment to Mr. Ho's email of December 15, 2016 (re p. 58 of BlackBerry's record).	The offer analysis attached to Mr. Ho's December 15, 2016 email is attached.   Q66.pdf
5.	15-16	79	To produce a copy of Mr. Ho's resignation letter to BlackBerry.	Mr. Ho's resignation letter is attached.   Colin Ho.pdf
<b>Examination of Amber Jessup held January 18, 2018:</b>				
6.	47	237	To produce email(s) to Ms. Jessup's leader forwarding the emails received from Mr. Parker that are at Exhibit VV of Ms. Graham's affidavit, and to produce any responses from the leader to the extent they are relevant and not privileged.	Attached is an email from Ms. Jessup to her leader in this regard and the response from the leader. Subsequent, follow-up internal emails involving others at BlackBerry are irrelevant to the issues on the certification motion and/or are privileged. All emails to or from Mr. Parker have been produced.   Q237.pdf

	<b>Page #</b>	<b>Ques. #</b>	<b>Question</b>	<b>Answer</b>
7.	51	256	To advise if there were there any emails from Ms. Jessup to the HR team (i.e. to Ms. Graham, Ms. Mascarin and Ms. Carswell) about how to respond to Mr. Parker's February 7 email (p. 184 of BlackBerry's responding record) and, if so, to produce them and any responses to any such emails.	No emails from Ms. Jessup to the HR team responsive to this question have been located.
8.	67-69	341	In respect of Exhibit A to Ms. Jessup's affidavit (December 9, 2016 email exchange with Sean McConnell), to advise if there was a further email response to Mr. McConnell's email after Ms. Jessup's email of December 9, 2016.	BlackBerry has not been able to locate a further email response to Mr. McConnell's email attached as Exhibit "A" to Ms. Jessup's Affidavit. As Ms. Jessup explained on cross-examination, it was her general practice to respond to employee's questions by phone or in person.
9.	70	362	In respect of Exhibit "C" to Ms. Jessup's affidavit, to advise, of the Project Silver team employees, how many make up the "Test", "SW Project Management" and "QA" (referred to on p. 203 of BlackBerry's record).	It is not possible to reconstruct each of the Project Silver "Test", "SW Project Management" and "QA" lists separately. In aggregate, 66 BlackBerry employees were bcc'd on that email.
10.	73	366	For Ms. Jessup to make reasonable enquiries to check if she has any notes of her discussion/meeting with Faisal Kamran after their January 3, 2017 email exchange. [ref: Tab C, p. 202 of BlackBerry's record]	Ms. Jessup has no such notes.

	<b>Page #</b>	<b>Ques. #</b>	<b>Question</b>	<b>Answer</b>
11.	83	433	To produce any notes by Ms. Jessup that may exist of her meeting with Domenic Peluso (re his December 13, 2016 email with questions).	Ms. Jessup has no such notes.
12.	89	469	To check and confirm that Ms. Jessup has no notes of her phone discussions with the four employees who were on leave in January/February 2017 and, if there are notes, to produce them.	Ms. Jessup has no such notes.
<b>Examination of Rebecca Graham held January 29, 2018:</b>				
13.	26	73	To check if there were any BlackBerry Messenger (BBM) discussions between Ms. Graham and Ms. Jessup after Ms. Jessups cross-examination, and if so, to advise of BlackBerry's position on production of them.	There was a brief BBM discussion between them, but it is irrelevant, and is also in part privileged as it refers to discussion with counsel.
14.	101-102	382	To produce the slides used at the December 8, 2016 Town Hall meeting.	The slides from the December 8, 2016 Town Hall meeting are attached.  Q382.pdf
15.	108	415	To produce the slide deck Ford used at the December 9, 2016 Town Hall meeting.	This enquiry is ongoing.

- 5 -

	<b>Page #</b>	<b>Ques. #</b>	<b>Question</b>	<b>Answer</b>
16.	103	389	To check if the December 8, 2016 Town Hall meeting was recorded and, if so, to provide a copy of the recording.	As far as BlackBerry is aware, this meeting was not recorded.
17.	125	488	To look for the email where the quote in paragraph 39 of Ms. Graham's affidavit came from (re Daryl Martin), and to produce the email.	That email has been located, and it is attached.  Q488.msg
<b>Examination of Jennifer Mascarin held January 29, 2018:</b>				
18.	13	59	Inquire as to whether a PowerPoint slide deck exists from the December 13, 2016 presentation referred to in Paragraph 5 of Ms. Mascarin's affidavit, and if so produce it.	No PowerPoint for this meeting (or indication that there was such a PowerPoint) has been found.

**TAB 1**

**TAB 1**

**TAB 1**

Date: February 10, 2017

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

Dear BlackBerry,

As previously communicated to my senior leadership, this is a formal confirmation that I have accepted an offer of employment with Ford of Canada and will transfer to my new employer effective March 1 2017. My last working day at BlackBerry will be Feb. 28<sup>th</sup> 2017.

Employee Name: Zoltan Racz

Signature: 

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

Personal Email: 

Home Address: 





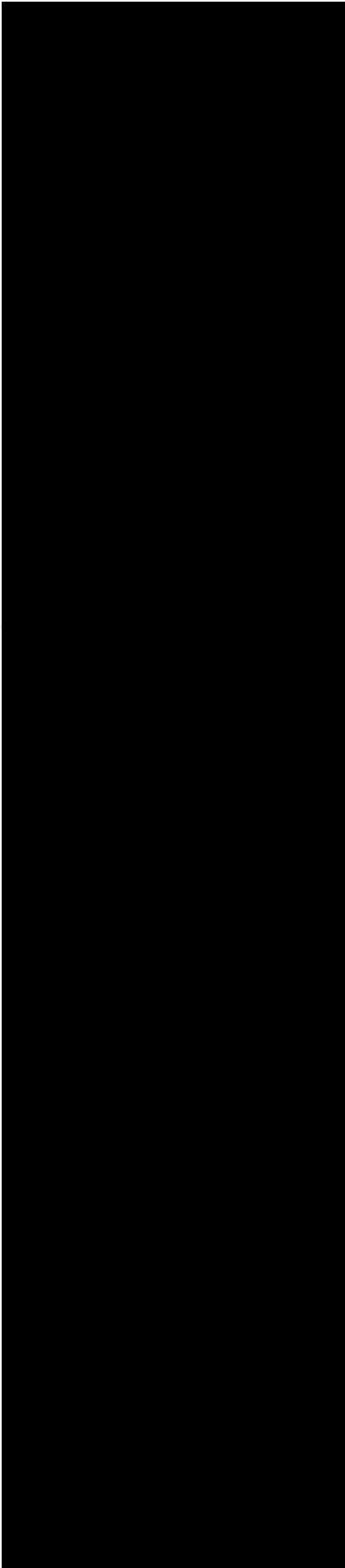
Home Phone: 



**TAB 2**

**TAB 2**

**TAB 2**



TAB 5

TAB 5

TAB 5

Date: February 14, 2017

FEB 27 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 March 1, 2017.

With this letter, I am submitting my resignation from my employment with BlackBerry effective March 1, 2017. My last BlackBerry working day will be February 28, 2017.

Employee Name (print): COLIN HO

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: 

**TAB 6**

**TAB 6**

**TAB 6**

1169

**From:** Amber Jessup  
**Sent:** Thur 2/2/2017 4:18:56 PM  
**Subject:** Re: ACTION REQUIRED: Transition to Ford

Will. Thanks for the quick response.

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

---

**From:** rebgraham@blackberry.com  
**Sent:** February 2, 2017 4:17 PM  
**To:** ajessup@blackberry.com  
**Subject:** RE: ACTION REQUIRED: Transition to Ford

Escalate to ER please before you respond further.

---

**From:** Amber Jessup  
**Sent:** February-02-17 3:59 PM  
**To:** Rebecca Graham  
**Subject:** Fw: ACTION REQUIRED: Transition to Ford

Hi Rebecca

wanted to forward you the below exchange. As you may recall David was someone who was quite vocal during the town hall in Ottawa in December. Sounds like he is demanding severance.

Will keep you posted.

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

---

**From:** [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Sent:** February 2, 2017 3:55 PM  
**To:** [dparker@blackberry.com](mailto:dparker@blackberry.com)  
**Cc:** [david.parker@hotmail.ca](mailto:david.parker@hotmail.ca)  
**Subject:** Re: ACTION REQUIRED: Transition to Ford

Hello David,

I am not entirely clear on what your below statement and request to fulfill your employment contract means. BlackBerry has not given you notice to end your employment. You have received an alternate offer of employment from Ford. If you have accepted this request then you are in effect resigning from BlackBerry and therefore this is not termination without cause.

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

---

**From:** [dparker@blackberry.com](mailto:dparker@blackberry.com)  
**Sent:** February 2, 2017 3:07 PM  
**To:** [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Cc:** [david.parker@hotmail.ca](mailto:david.parker@hotmail.ca)  
**Subject:** Re: ACTION REQUIRED: Transition to Ford

Amber Jessup, Blackerry HR

Through statements and actions from Blackberry Human Resources, our business unit leader, Ralph Pini, and Blackberry CEO, John

1170

...then, it is my understanding that BlackBerry has indicated that my last day of employment with BlackBerry will be FEB 28 2017. As this constitutes notice of employment termination, without cause, I look forward to BlackBerry fulfilling the company's obligations of my employment contract which correspond to the aforementioned conditions.

Thank you

David Parker

will provide a signed copy of the above on Monday.

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

**From:** [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Sent:** February 2, 2017 2:15 PM  
**To:** [dparker@blackberry.com](mailto:dparker@blackberry.com)  
**Subject:** Re: ACTION REQUIRED: Transition to Ford

-hi

am working remotely and will return on monday.

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

**From:** [dparker@blackberry.com](mailto:dparker@blackberry.com)  
**Sent:** February 2, 2017 2:08 PM  
**To:** [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Subject:** Re: ACTION REQUIRED: Transition to Ford

-hi Amber,

Are you out for the rest of the day?

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

**From:** [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Sent:** February 2, 2017 11:51 AM  
**To:**  
**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 10<sup>th</sup>.**

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 10<sup>th</sup>**.

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,





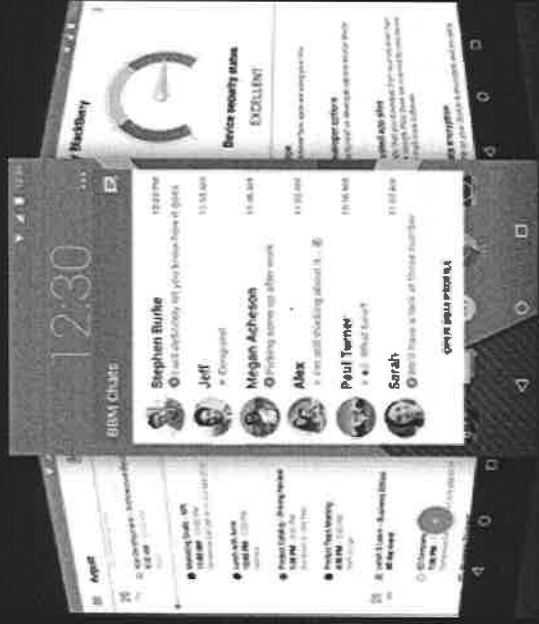
**TAB 14**

**TAB 14**

**TAB 14**

# Mobility Solutions BU Town Hall Update

# BlackBerry Confidential



v3

SERIOUS MOBILITY FOR SERIOUS BUSINESS



# MOBILITY SOLUTIONS STRATEGY

Focus on profitable growth and expanding our addressable market



BlackBerry 10  
Devices

BlackBerry  
Secure Android

BlackBerry 10  
10.3.3 Compliant

Gov't/Regulated  
Industries

Secure  
Android/BB10 for  
Enterprise

BlackBerry Best in  
Class Secure Software

Best in Class  
Software  
development  
as a business

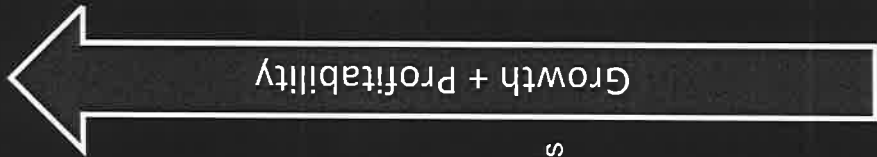
-BlackBerry Supply  
Agreement  
-Licensing BlackBerry  
Brand and Software

**Completed:**  
-TCL Global  
-Indonesia  
-Hub+  
**In Progress:**  
India  
Emerging Markets

BlackBerry  
Engineering Services

Ford  
Agreement  
Completed

BlackBerry Productivity  
and Security

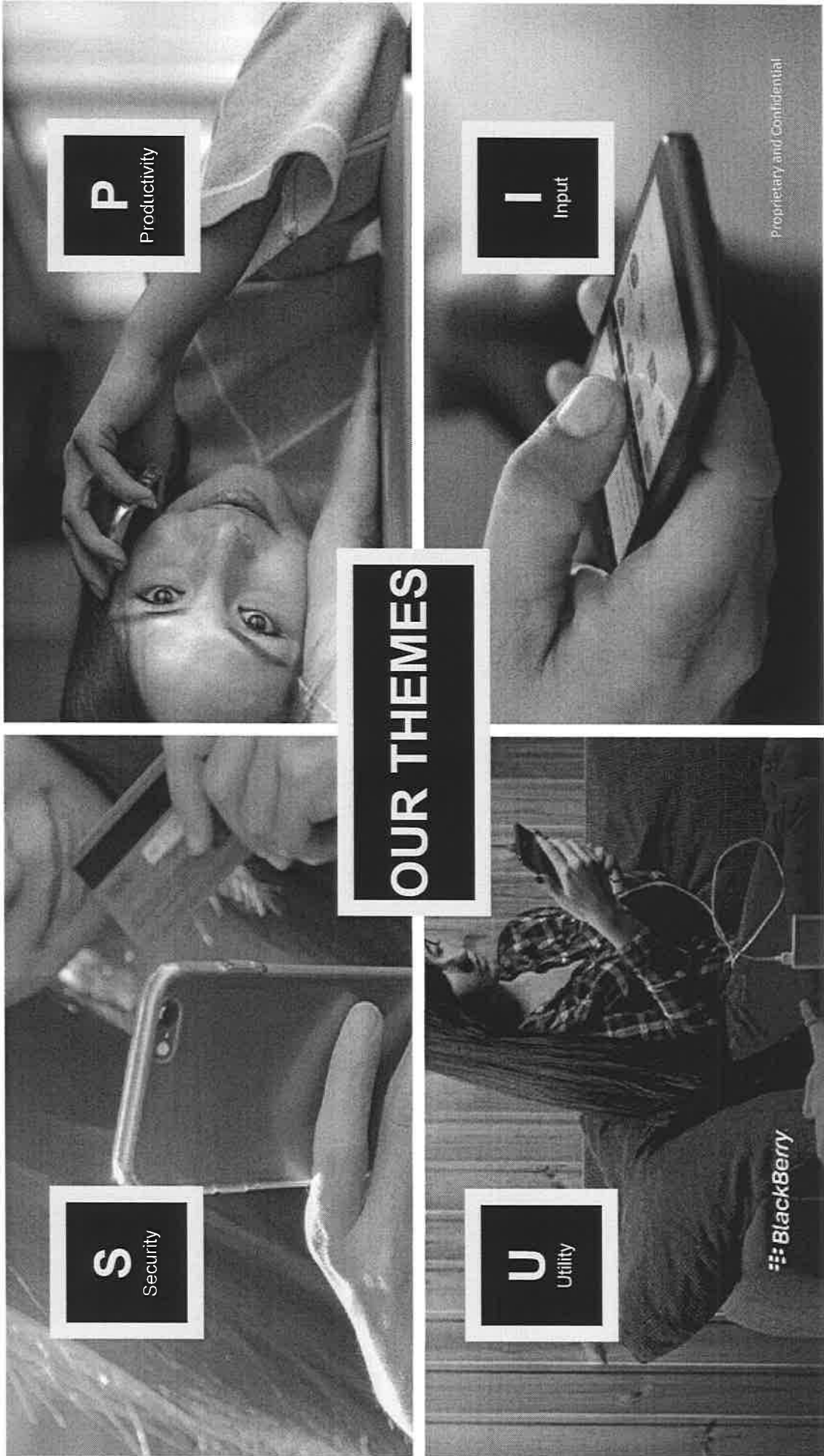


Growth + Profitability

## Mobility Solutions Transition to a Software Licensing Model

- *Mobility Solutions as a SW Business Unit*
  - Mobility Solutions will dedicate its resources to develop and evolve a competitive secure software solution – BlackBerry Secure
  - Create a Licensing Business Unit to drive growth in revenue and margin with a dedicated sales and support organization.
  - The agreement with TCL is now signed – a global exclusive license to manufacture and distribute BlackBerry branded devices with our secure software. The agreement signing is confidential and has not been announced publicly – do not share or discuss this information outside of BlackBerry.
  - We will continue to market, sell, and support our existing devices and SW portfolio – this is a critical part of our business plan
- *The Ford agreement will enable us to rapidly evolve*
  - Mobility Solutions is applying significant resources to work on the connected car - Engineering Services
  - After the initial phase these resources could be offered the opportunity to permanently join Ford
  - Other parts of BlackBerry will also benefit by gaining access to design wins with key BlackBerry technologies

**Software Licensing Business Unit  
SW and Experience**



**P**  
Productivity

**I**  
Input

**OUR THEMES**

**S**  
Security

**U**  
Utility

BlackBerry

Proprietary and Confidential

# **Tab B**



THIS IS EXHIBIT "B" TO THE  
AFFIDAVIT OF LEIGH NORTON  
SWORN BEFORE ME THIS 31ST DAY OF JANUARY, 2019.

A handwritten signature in blue ink, appearing to be "R. A. F.", is written over a solid black horizontal line.

A Commissioner for Taking Affidavits, etc.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**QUESTIONS ORDERED TO BE ANSWERED FROM**  
**THE CROSS-EXAMINATION OF REBECCA GRAHAM HELD JANUARY 29, 2018**  
**(on Affidavit sworn October 2, 2017)**

<b>Refusal #</b>	<b>Q#</b>	<b>P#</b>	<b>Question Asked</b>	<b>Answer</b>
8.	182-195	52-55	When did discussions about the potential need to layoff employees occur within these [management] meetings (held by teleconference between the leaders in mobility solutions, Ms. Graham, her leader and her team) – during 2016?	There was some discussion on this point beginning around August 2016. As stated, there was no decision or determination that employees would need to be laid off.

Refusal #	Q#	P#	Question Asked	Answer
12.	235	64-65	<p>To advise whether there is a written agreement between Ford and BlackBerry with respect to the transition of BlackBerry employees to Ford or any other agreement for BlackBerry to provide engineering services to Ford, including any draft versions of that agreement and if those exist to produce them, both the draft and the final.</p> <p>Order of Justice Charbonneau: “only the personnel, premises and asset agreement is relevant at this stage.”</p>	<p>The Personnel, Premises and Asset Agreement is attached as document 1.</p>
23.	378-381	99-101	<p>In your supporting role to Mr. Pini for the Town Hall meeting on December 8<sup>th</sup>, did you assist or provide any input in what messaging would be delivered to employees at the [December 8] meeting.</p>	<p>Ms. Graham cannot recall specific input that she may have provided to Mr. Pini regarding the messaging for the December 8 town hall meeting. She does recall at a high level having several conversations with Mr. Pini in advance of the December 8 Mobility Solutions town hall. They discussed the topics that Mr. Pini planned to address.</p>
25.	384	102	<p>Did you and Mr. Pini have any email communications before the [town hall] meeting about what would be communicated to employees?</p>	<p>The only email communications between Ms. Graham and Mr. Pini before the December 8 town hall are in respect of the draft PowerPoint presentation for that meeting and the timing of a preparatory discussion.</p>
31.	456-468	118-121	<p>To check whether there were any notes or communications between Rebecca Graham and the 15 managers (referenced in paragraph 32 of her Affidavit) asking about the Ford offers or remaining with BlackBerry prior to them accepting the Ford offer.</p>	<p>BlackBerry has located documents responsive to this question, attached as documents 2 to 5.</p>
33.	493	126-127	<p>With respect to three managers, D. Martin, R. Maurice and V. Kusamakar, to produce any other emails or on their internal BlackBerry email about the Ford offer.</p>	<p>BlackBerry has located additional emails in respect of the Ford offer these employees received, attached as documents 6 to 34 (including attachments; attachments are numbered “_1”, “_2”, etc. to the parent document, such that the attachment to document 21 is numbered 21_1, for example).</p>

<b>Refusal #</b>	<b>Q#</b>	<b>P#</b>	<b>Question Asked</b>	<b>Answer</b>
35.	599	148	How did Ford know how to make their offers to BlackBerry employees competitive?	Ford determined what employment offers to make to employees and the terms of those offers. Ms. Graham (and others at BlackBerry) were not privy to those offers or to how Ford decided which specific offers to make to employees. BlackBerry did share with Ford on a confidential basis some facts in respect of Project Silver employees' employment with BlackBerry including position, job level, education, location, whether they had direct reports, performance rating, length of tenure, and level of compensation. BlackBerry provided Ford with access on a confidential basis to Project Silver employees' employment contracts with BlackBerry, and in some cases, intellectual property agreements with BlackBerry, resumes, and a statement of whether BlackBerry has been involved in supporting employees' visa/immigration, as applicable.
36.	600	148-149	Did you or BlackBerry communicate the terms and conditions of these employees' (the ones who received offers from Ford) employment with BlackBerry to Ford at any point?	See response to Question 35.
37.	603-612	149-151	To produce any emails being referred to in paragraph 53 of Rebecca Graham's Affidavit (from Ottawa employees) about their employment situation and offers being made by Ford.	BlackBerry has located documents responsive to this question, attached as documents 35 to 48 (including attachments; attachments are numbered in the manner set out in response to question 33).

46.	752-755	184	<p>To produce the tracking spreadsheet Ms. Graham referred in her evidence for BlackBerry employees who had [not] submitted their resignation letters.</p> <p>We have obtained a copy of this spreadsheet. In one place it contains the information being sought in this line of questions. This line of questions was as follows:</p> <p>“Q: Paragraph 70 of your affidavit. You state various other employees did not submit resignation letters and were silent on the request for one. How many employees are you referring to in paragraph 70?”</p> <p>“A: I’d have to check.”</p> <p>“Q: Did you check in preparing this affidavit?”</p> <p>“A: Yes.”</p> <p>“Q: You looked through your emails to see how many did not submit a resignation letter?”</p> <p>“A: Yes. Well we had a tracking spreadsheet but, yes.”</p> <p>“Q: Can I have an undertaking for the tracking spreadsheet the witness just referred to please?”</p> <p>In response to the information being sought in the above questions, Ms. Graham confirms that paragraph 70 of her affidavit refers to 45 employees in Canada who had not submitted a resignation letter and were silent on the request for one.</p> <p>On review of the tracking spreadsheet, it also contains other information that is irrelevant, including various information that the Court did not order BlackBerry to provide as it was expressly found to be “not relevant and not necessary.” Further, the spreadsheet also contains information regarding employees in the United States, who are not in the proposed class and have no relevance to this action.</p> <p>Accordingly, we attach as document 49 a copy of the tracking spreadsheet showing the above relevant information. By way of explanation, the “(blank)” row refers to employees who did not provide a resignation letter and who were silent on the request for one. Other, irrelevant information has been redacted in the circumstances.</p>
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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**QUESTIONS ORDERED TO BE ANSWERED FROM  
THE CROSS-EXAMINATION OF AMBER JESSUP HELD JANUARY 18, 2018  
(on Affidavit sworn October 3, 2017)**

Refusal #	Q#	P#	Specific Question	Answer
59.	148	27-28	Did BlackBerry provide Ford with HR information about the employees?	See answer to question 35 above.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**QUESTIONS ORDERED TO BE ANSWERED FROM THE  
CROSS-EXAMINATION OF LISA CARSWELL HELD JANUARY 29, 2018  
(on Affidavit sworn October 2, 2017)**

Refusal #	Q#	P#	Specific Question	Answer
72.	84-91	16-17	To provide a copy of the FAQ that was provided to the HR Team (Rebecca Graham, Amber Jessup, Jennifer Mascarin and Lisa Carswell) that included information about how to answer questions from BlackBerry employees about what would happen if they declined the Ford offer.	The initial internal FAQ, about which this question is asking, is attached as document 50.

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

QUESTIONS ORDERED TO BE ANSWERED FROM  
FROM THE CROSS-EXAMINATION OF ZOLTAN RACZ HELD JANUARY 18, 2018  
(on Affidavit sworn September 27, 2017)

Refusal #	Q#	P#	Specific Question	Answer
78.	154	27	Did anyone at BlackBerry ask Mr. Racz to send out the January 16, 2017 email (found at Exhibit F to David Parker’s Affidavit sworn June 9, 2017)?	No.
79.	196	34	When did discussions begin between BlackBerry and Ford about the Project Silver Agreement?	Mr. Racz does not know and was not privy to the beginning of those discussions. Discussions between BlackBerry and Ford about the Project Silver Agreement began in June 2016.



**TAB 1**

**TAB 1**

**TAB 1**

**PERSONNEL, PREMISES AND ASSET AGREEMENT**

This Personnel, Premises and Asset Agreement dated October 24, 2016 (this "Agreement") is made

**B E T W E E N**

**BLACKBERRY LIMITED ("BlackBerry Ltd.")**

- and -

**BLACKBERRY CORPORATION (together with BlackBerry Ltd., "BlackBerry")**

- and -

**FORD MOTOR COMPANY ("Ford")**

**WHEREAS** BlackBerry Ltd., Ford, and QNX Software Systems Limited have entered into, contemporaneously with this Agreement, a QNX Implementation Agreement (the "**QNX Implementation Agreement**");

**AND WHEREAS** pursuant to the provisions of the QNX Implementation Agreement, BlackBerry and Ford have entered into global terms and conditions for non-production smart mobility services including the statements of work and other schedules attached thereto to be attached to a purchase order for the provision of engineering services by BlackBerry to Ford (collectively, the "**PSA**");

**AND WHEREAS** Ford and BlackBerry (each, a "**Party**", and collectively, the "**Parties**") have discussed Ford's interest, upon the completion of the services outlined in the PSA, scheduled for February 28, 2017, in hiring certain employees of BlackBerry, some of which will be providing such services, which employees are listed in the spreadsheet attached as Annex 1 hereto (the "**Employees**");

**AND WHEREAS** Ford may also be interested in subletting certain premises from BlackBerry, and acquiring certain assets from BlackBerry, to allow any Employees hired by Ford to continue to work on an uninterrupted basis;

**NOW THEREFORE** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

**ARTICLE 1**  
**EMPLOYEES AND EMPLOYEE BENEFITS**

**1.1 Offers of Employment and Employee Liabilities.**

(1) *Ford Offers to Designated Employees.* Ford or one or more of its wholly-owned affiliates designated by Ford for such purpose (referred to herein as the "**Ford Employer**"), shall have the option, which may be exercised in its sole discretion, to offer employment effective as of February 28, 2017 or such other date as may be mutually agreed (the "**Hire Date**") to all or any of the 433 Employees listed on Annex 1 hereto, on terms and conditions to be determined by Ford in its sole discretion. BlackBerry will not remove any Employees from Annex 1 except

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for Employee departures from BlackBerry or with the consent of Ford. The Annex shall be updated by BlackBerry to (i) reflect Employee departures and replacements on a one for one basis with employees of a similar skill set to those Employees who have left with such update to be made within five business days of such Employee's departure, and (ii) add such additional Employees with a similar skill set as may be required to replace any Employees on a one for one basis that Ford, acting reasonably, advises are not appropriate to become Designated Employees with such update to be made within five business days after such notification by Ford (such Employees collectively being the "**Update Employees**"). The Employees to whom the Ford Employer chooses to make offers of employment shall be referred to herein as the "**Designated Employees**". Ford shall notify BlackBerry of the list of Designated Employees by no later than January 1, 2017, or, in respect of any Update Employees who are added to Annex 1 by BlackBerry on or after December 12, 2016, within 20 days after the date such Update Employee is added to Annex 1 but no later than the Hire Date. The Ford Employer's offer of employment to each Designated Employee shall be private and confidential and shall only be communicated by the Ford Employer to such Designated Employee. Notwithstanding the foregoing, in respect of any Designated Employee on a leave of absence on the Hire Date, the effective date of employment with the Ford Employer may not be the Hire Date but rather the terms of the offer to any such Designated Employee shall specify that the offer is conditional upon the Designated Employee being capable of returning to work within eighteen (18) months of the Hire Date (or such other period as may be specified by the Ford Employer) and the date on which such Designated Employee returns to work shall be the effective date of employment.

(2) *BlackBerry Cooperation.* BlackBerry will fully cooperate in the Ford Employer's efforts to hire the Designated Employees, including by:

- (a) providing Ford, contemporaneously with the execution of this Agreement, with a list of the names of the Employees corresponding to the identification numbers listed in Annex 1;
- (b) providing Ford, through a Watchdox virtual data room to be established by BlackBerry, on the date of this Agreement, consistent with applicable laws (i) full access to the employment files of the Employees, including all information (and shall continue to provide access to such information through the Hire Date) related to the Employees as Ford may reasonably require to conduct its due diligence during the period from the date hereof to the Hire Date, including information as to the names, an organizational chart showing the organizational structure into which the Employees fit and the names of the Employees on such organizational chart, compensation (including the amount of the salary and bonuses and stock awards earned by each Employee during the last two fiscal years and as a percentage of their target bonus, percentage of salary increase in 2016 and any unvested compensation and a vesting schedule), employment history including employment litigation, administrative claims, complaints or investigations with respect to that Employee, training and other records, evaluation, and terms and conditions of employment of each Employee, any conditions which may apply to an Employees ability to work in Canada or the United States, and information regarding BlackBerry compensation and benefit plans and practices related specifically to those Employees, except to the extent that Ford and BlackBerry agree that such disclosure is prohibited by applicable law, and (ii) access to interview certain key Employees as agreed by the Parties;

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- (c) ensuring that all Employees who provide services under the Professional Services Agreement are included in Annex 1;
- (d) taking commercially reasonable steps to maintain its or its affiliate's employment relationship with the Employees prior to the Hire Date;
- (e) not terminating the employment or materially changing the terms and conditions of employment of any Employee without the consent of Ford prior to the Hire Date, such consent not to be unreasonably withheld;
- (f) assisting Ford to implement with respect to Designated Employees a communication and transition plan acceptable to Ford (including allowing Ford access to such Designated Employees);
- (g) not prohibiting or dissuading any Designated Employee from accepting employment with the Ford Employer by asserting non-competition or other similar provisions of their respective employment agreements, but ongoing duties and covenants applicable to those Designated Employees and their respective employment agreements otherwise continue to apply to such Designated Employees unless otherwise provided in this Agreement; and
- (h) at any time between the date hereof and the Hire Date:
  - (i) not making or promising to make any amendments or improvements to any compensation component in respect of any Designated Employee other than with Ford's prior consent unless a third party makes an offer to such Employee during the period of this Agreement and BlackBerry determines that such an adjustment is desirable to retain that Employee and provided that BlackBerry will inform Ford of such offers immediately upon such determination and in any event within three business days of such determination or as agreed between the Parties;
  - (ii) making reasonable commercial efforts to support the hiring of the Designated Employees by the Ford Employer and not taking any action, directly or indirectly, that may dissuade any Designated Employee from accepting employment with the Ford Employer; and
  - (iii) in the event that an Employee notifies BlackBerry that he or she is planning to terminate employment with BlackBerry prior to the Hire Date, BlackBerry will inform Ford of such Employee notification immediately and in any event within three business days of such notification, and Ford may at its option offer employment to such Employee at such time. Any hiring of such Employee shall not permit Ford to prorate or modify any fees associated with services that would be performed by such Employee under the PSA.

(3) *Privacy.* The Parties agree that any personal information of Employees disclosed by BlackBerry to Ford in accordance with the terms and conditions of this Agreement (the "**Employee Personal Information**") shall be used and disclosed solely for purposes related to determining whether to make an offer to Employees in accordance with this

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Agreement, and not for any other purpose. If Ford determines that any Employee will not become a Designated Employee for any reason, Ford will ensure that all Employee Personal Information in respect of such Employee is returned to BlackBerry, or destroyed, as soon as practicable following such determination. Ford will take appropriate steps to protect all Employee Personal Information by security safeguards that are appropriate to the sensitivity of that information. The Parties hereby agree that the disclosure and use of the Employee Personal Information is necessary to complete the actions contemplated by this Agreement.

(4) *BlackBerry Liabilities.* BlackBerry shall be responsible for, and shall indemnify the Ford Employer against, all liabilities in respect of Employees not set out in Section 1.1(5) below, including:

- (a) salary, wages, bonuses, commissions, vested stock options, vacations, vacation pay and other compensation and benefits relating to the employment of all Designated Employees who accept the Ford Employer's offers of employment pursuant to Section 1.1(1) above and commence employment with the Ford Employer (the "**Hired Employees**") in respect of the period prior to the Hire Date which has been earned and vested by those Hired Employees prior to the Hire Date as outlined in the termination provisions for such Hired Employee's employment agreement with BlackBerry;
- (b) claims by Employees arising from conduct prior to the Hire Date.

(5) *Ford Liabilities.* Ford shall be responsible for salary, wages, bonuses, commissions, vacations, vacation pay and other compensation and benefits relating to the employment of all Hired Employees with the Ford Employer or the termination of such employment on and after the Hire Date.

**1.2 Equity and Bonuses.** Prior to the Hire Date, BlackBerry shall ensure that Hired Employees receive incentive compensation under all incentive plans maintained by BlackBerry or its affiliates in respect of all periods prior to the Hire Date in accordance with practices applicable to remaining BlackBerry employees in the Mobility Solution Group during the current BlackBerry fiscal year.

### **1.3 Non-Solicitation.**

- (1) BlackBerry shall not (and shall cause its affiliates not to) in any manner, directly or indirectly, solicit, induce or entice away or in any other manner persuade or attempt to persuade any Hired Employee to leave the employ of the Ford Employer for a period of one year from the Hire Date.], provided that general advertisements in any medium not specifically directed to such Hired Employees or the solicitation, inducement, enticement, persuasion or hiring of any such Hired Employee following contact initiated by such Hired Employee shall not constitute a breach of this Section 1.3.
- (2) Except as provided in Section 1.1, for a period of one year from the Hire Date, Ford shall not (and shall cause its affiliates not to) in any manner, directly or indirectly, solicit, induce or entice away or in any other manner persuade or attempt to persuade any employee of BlackBerry or QNX Software Systems Limited ("**QSS**") to leave the employ of BlackBerry or QSS, as applicable, to work for Ford in the Advanced and Forward Model Electrical & Electronic Systems

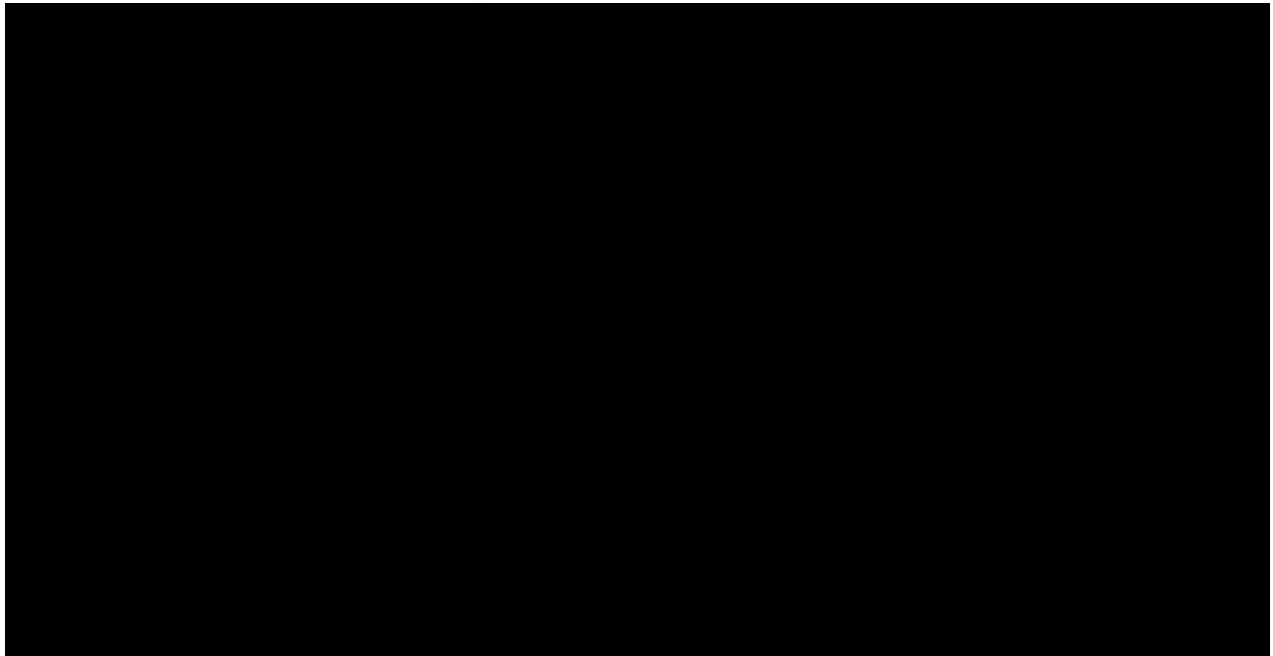
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Engineering group (or any successor thereof) within Ford, provided that general advertisements in any medium not specifically directed to such BlackBerry or QSS employees or the solicitation, inducement, enticement, persuasion or hiring of any such BlackBerry or QSS employee following contact initiated by such BlackBerry or QSS employee shall not constitute a breach of this Section 1.3.

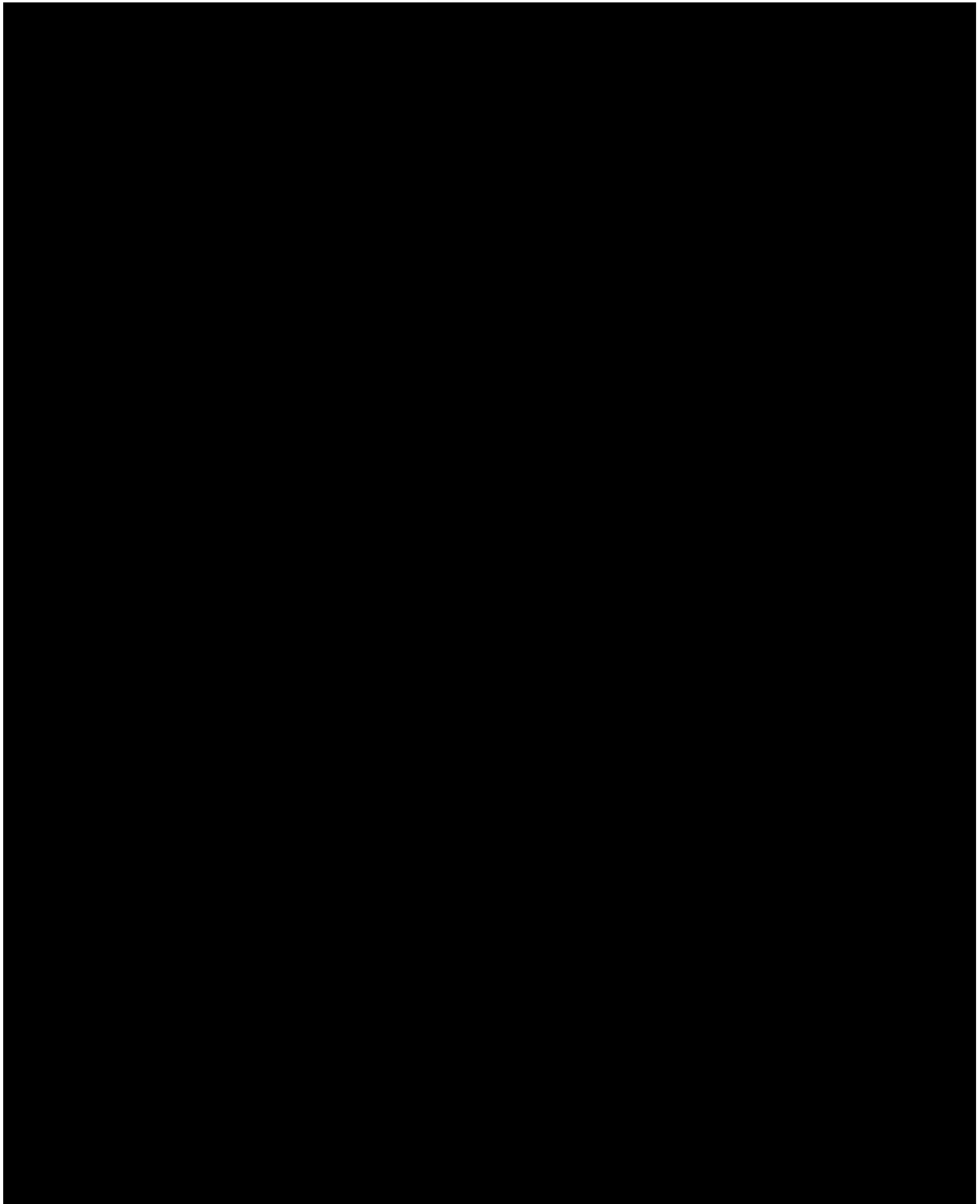
- (3) The Parties confirm that the restraints provided in this Section 1.3 are reasonable in all the circumstances and survive the termination of this Agreement. However, if a court of competent jurisdiction finds the restraint to be unreasonable, the Parties agree to accept any modification of the duration of the restraint which the court sees fit to impose, or if the court considers the restraint unenforceable, to apply the severability provisions.

## **ARTICLE 2 PREMISES AND SUBLEASE**

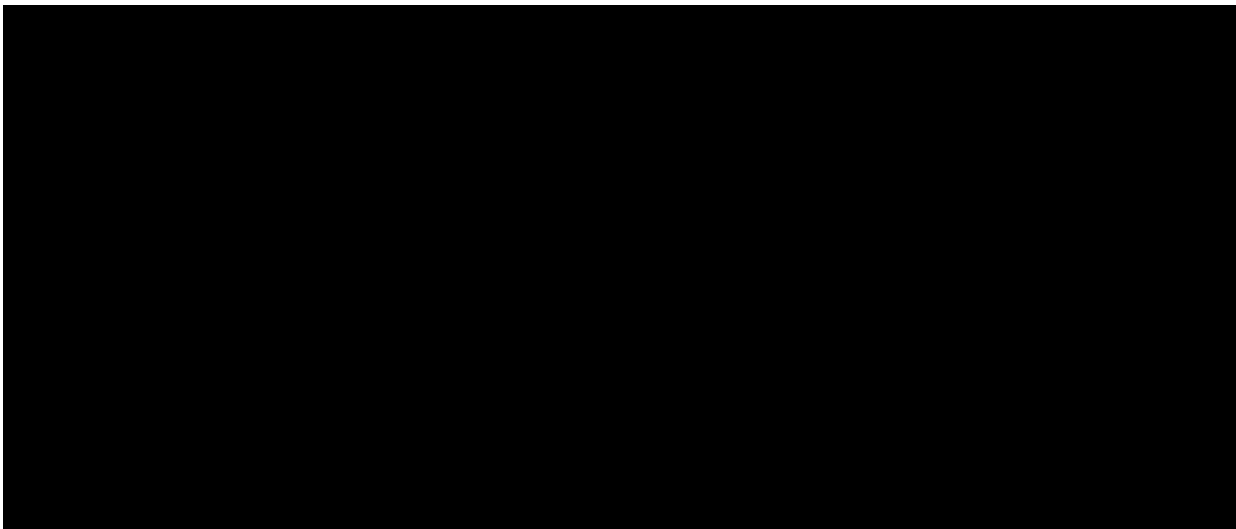
**2.1 Sublease.** At the request of Ford, BlackBerry will use reasonable efforts to facilitate the assignment or sublease with the facility owner the ability for Ford to assume or sublease at least such portion of the leased premises used by the Hired Employees in Sunrise, Florida, Ottawa, Ontario and Waterloo, Ontario, and such portion of any other leased premises, as mutually agreed by the Parties, each such sublease to extend until the end of the current term of BlackBerry's respective leases for each such premises. Such subleases will be at a price and on terms and conditions consistent in each case with the head lease. BlackBerry will use its best efforts to obtain any consents required in connection with such subleasing. BlackBerry will promptly provide copies of the leases, any notices of renewal and information in respect of any renewals planned by BlackBerry through the Watchdox virtual data room referred to in Section 1.1(2)(b).



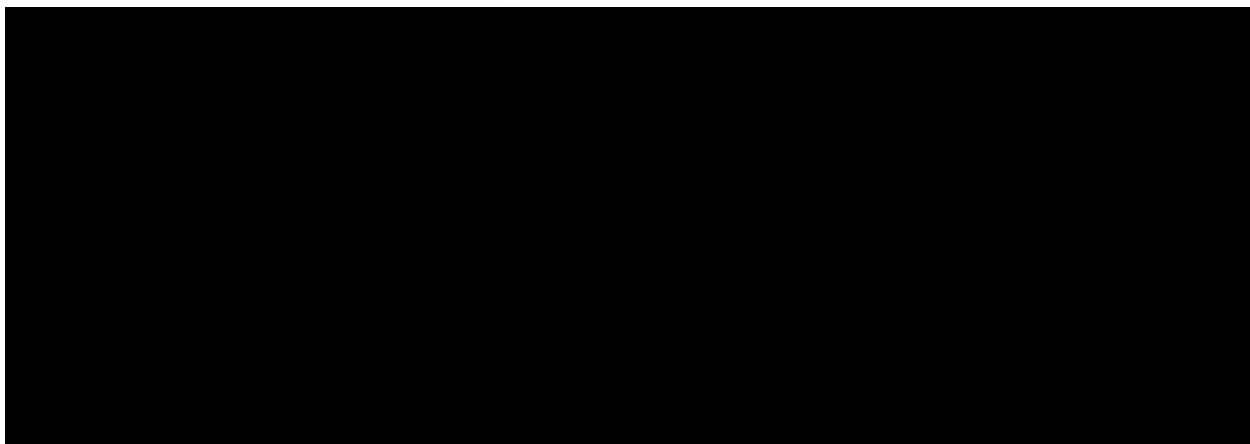
ARTICLE 3  
EQUIPMENT



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**ARTICLE 4  
GENERAL**



**4.4 Notices.**

(1) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by fax, e-mail (return receipt requested) or other similar means of electronic communication, in each case to the applicable address set out below:

- (a) if to BlackBerry, to:

BlackBerry Limited  
Attn: CEO  
2200 University Ave. East  
Waterloo, ON N2K 0A7 CANADA  
Fax: +1 (519) 888-7835



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with a copy (which shall not constitute notice) to:

BlackBerry Limited  
Attn: Legal Department  
2200 University Ave. East  
Waterloo, ON N2K 0A7 CANADA  
Fax: +1 (519) 888-1975

(b) if to Ford, to:

Ford Motor Company  
Attn: Corporate Secretary  
One American Road  
Dearborn, MI, 48126  
United States of America  
Fax: +1 (313) 248-8713

(2) *Deemed Delivery of Notice.* Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing, e mailing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed, e-mailed or sent before 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

(3) *Change of Address.* Any Party may from time to time change its address under this Section 4.3 by notice to the other Party given in the manner provided by this Section 4.3.

**4.5 Time of Essence.** Time shall be of the essence of this Agreement in all respects.

**4.6 Amendment.** No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

**4.7 Words of Inclusion.** Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

**4.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract, provided that, with respect to any Employees based in the United States, the application of this Agreement to such Employees shall be governed by applicable United States federal, state and local law where such Employees are based. THE PARTIES DISCLAIM THE APPLICATION OF THE UNITED

- 9 -

NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WITH REGARD TO THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT.

**4.9 Successors and Assigns; Assignment.** This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns. Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Ford may assign or transfer all or any part of its rights and obligations under this Agreement to one or more affiliates of Ford without written consent, provided that no such assignment or transfer shall relieve Ford of its obligations under this Agreement.

**4.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile, e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

**4.11 Compliance with Laws.** BlackBerry and Ford both agree that their obligations under this Agreement shall be performed in accordance with all applicable federal, state, provincial, municipal and local laws, rules and regulations.

**4.12 Force Majeure.** The Parties shall in no event be liable for any failure or delay in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to acts of God, the public enemy, riots, work stoppages, fires, natural catastrophes or epidemics.

**4.13 Entire Agreement.** This Agreement together with the QNX Implementation Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements or representations.

**4.14 Severability.** In the event that any provisions of this Agreement or their application to a particular case shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not negate the validity or enforceability of any other provision hereof or any other application of such provision.

*[Signatures on Next Page]*

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**BLACKBERRY LIMITED**

By: Sandeep Chennakeshu  
Name: SANDEEP CHENNAKESHU  
Title: PRESIDENT, BTS

**BLACKBERRY CORPORATION**

By: Sandeep Chennakeshu  
Name: SANDEEP CHENNAKESHU  
Title: PRESIDENT, BTS

**FORD MOTOR COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**BLACKBERRY LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

**BLACKBERRY CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**FORD MOTOR COMPANY**

By:  \_\_\_\_\_  
Name: CHARLES E GRAY  
Title: DIRECTOR, EESC



**Annex 1- Employees**

The list of Employees will be attached hereto by BlackBerry concurrent with the execution and delivery of this Agreement.

**Annex 2**

See Attached

Proj	Acct	Client	Prod description	Oct 1, 2014 Rate Value	Work Address - Country	Work Address - City	Analysis Tool - Type	Analysis Software Description	Product Description - Comments	Product Title name - ID
2017180101248	20471A	9-Dec-2013	FLANORITA upgrade LTE ref 9 & ref 10	\$ 222,879	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team, US
2049010101248	204901	1-Mar-2014	1E LTE Conference Test System	\$ 163,331	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team, US
2049660101248	204930	13-Oct-2013	AT&T 10776 R17 V13 3 upgrade	\$ 138,679	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team, US
2047240101248	204724	29-Nov-2013	R/W/MW (M3) LTE Test System upgrade for TDD Release	\$ 125,811	Canada	Ottawa	Tool	UAT Review	Test used for capturing debugging information, rather than the device	Global Team, US
2047190101248	204729	28-Nov-2013	TS98013 Upgrade LTE ref 9 & ref 10	\$ 88,627	Canada	Ottawa	Tool	UAT Review	SW Tools used to test MFG on software	Global Team
333190101805	301715	21-Nov-2014	LTE 110 release 10 Upgrade	\$ 90,864	United States of America	San Jose	Script	Python/Shell/Perl/Text Scripts	Test scripts of 1000 for LTE release	Global Team, US
2045540101248	204926	11-Mar-2015	Proton P24 A76	\$ 78,441	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team, US
2048930101248	204934	6-Oct-2014	4.6.1 VoLTE Audio Quality Perf / OTC	\$ 75,049	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team, US
2044871213248	204482	25-Oct-2013	Performance Quality Analysis Station	\$ 75,337	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team, US
204970101248	204938	25-Oct-2013	TS98013A LTE & M3/M4 4T Test system	\$ 60,479	Canada	Ottawa	Tool	UAT Review	SW Tools used to test the layout and rendering of user interface on a display	Global Team
2049660101248	204942	9-Nov-2014	LTE-A RRM 3077 36 321 3 release 10/4	\$ 55,102	Canada	Ottawa	Tool	UAT Review	SW Tools used to test MFG on software	Global Team
204111101248	204113	25-Oct-2013	LTE R/W/M Customization Test System - M2/M3	\$ 50,465	Canada	Ottawa	Script	UAT Review	SW Tools used to test MFG on software	Global Team
2017210101005	301727	19-Aug-2015	Upgrade CMW50, SW 143060	\$ 48,772	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
2049420101248	204992	1-Jun-2015	LTE R/W/M CA 2-LT-A 37-a band	\$ 47,832	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204574101248	204578	25-Oct-2013	M2/M3A Signaling Tester	\$ 46,014	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204607101248	204607	25-Oct-2013	TDD base upgrade for LTE R/W system	\$ 45,270	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
201512101805	201515	25-Oct-2013	M3 / M3B / M3C	\$ 44,150	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204722101248	204722	15-Oct-2013	Proton P24 Upgrade - Proton system	\$ 40,814	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204605101248	204605	25-Oct-2013	UMTS to LTE Test Cases Conference Page 1	\$ 40,280	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
3017301012007	331735	10-Jul-2015	Model UP90 + 6640 Apert Signaling Network Analyzer	\$ 38,813	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204593101248	204593	15-Oct-2013	LTE TDD PPTON	\$ 35,510	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204712101248	204712	4-Feb-2014	R100 0130 Platform Upgrade	\$ 35,771	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
201729101805	201725	2-Feb-2015	Upgrade CMW50, SW 125740	\$ 31,483	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204408101248	204408	25-Oct-2013	M30 Test upgrade	\$ 29,842	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204425101248	204428	15-Oct-2013	Proton P24 (GSM) upgrade	\$ 28,772	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204521101248	204522	15-Oct-2013	GSM UMTS DEVELOPER CORE SW	\$ 27,834	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204520101248	204520	25-Oct-2013	PGA upgrade	\$ 26,113	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204545101248	204544	25-Oct-2013	LTE/UMTS/CDMA InterBAT + MD System	\$ 23,052	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
201647101805	201647	25-Oct-2013	M3 Signaling Configuration with CDMA	\$ 20,034	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
2017160101805	201712	24-Jul-2014	Dual Carrier Support for CMW Act M3/M3	\$ 21,216	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204138101248	204138	25-Oct-2013	IMS Test Case Package, Installation CMWPC	\$ 21,710	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204521101248	204521	15-Oct-2013	CMW500 upgrade	\$ 20,968	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
201637101805	201637	25-Oct-2013	Proton P24 Signaling Configuration and CDMA	\$ 18,067	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
3017110101805	301715	25-Jul-2014	M30 Signaling Configuration CDMA	\$ 16,648	United States of America	San Jose	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
2045060101248	204506	25-Oct-2013	LTE DORT AGGRESSION MANAGEMENT TEST	\$ 16,562	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204944101248	204946	30-Oct-2014	LTE R/W SWCC protocol test	\$ 16,345	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
2049730101248	204972	10-Aug-2014	LTE DATA THROUGHPUT TEST PACK 3	\$ 16,200	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
2017210101805	201721	20-Nov-2014	LTE FDD Ref 10 - Two Component Carriers	\$ 15,804	United States of America	San Jose	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
201595101805	201595	25-Oct-2013	M30 Signaling Configuration with CDMA	\$ 15,853	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204412101248	204435	22-Oct-2013	Asus 9000 Single + Dual Cell OFT	\$ 15,472	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204621101248	204672	15-Oct-2013	CMW Signaling Unit Package	\$ 15,353	Canada	Ottawa	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
204520101248	204592	3-Feb-2014	R100 SWCC CDMA/UMTS OPTION	\$ 15,160	Canada	Ottawa	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
2017200101805	201720	20-Nov-2014	LTE FDD Ref 10 - Two Component Carriers	\$ 15,018	United States of America	San Jose	Script	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team
201713101805	201717	1-Feb-2014	Proton P24 Signaling Configuration	\$ 14,974	United States of America	San Jose	Tool	UAT Review	Test used by developers to declare how their submission impacts OTC decisions	Global Team







2006301103004	200850	25-Oct-2013 DSA Series Network analyzer	\$	United States of America	Service
2006311103005	200851	25-Oct-2013 DSA Series Network analyzer	\$	United States of America	Service
2007171103005	200717	25-Oct-2013 Custom Dipole Mount for MAFS	\$	United States of America	Service
2008481103005	200848	25-Oct-2013 SSPMS (pico)TW mount for SAs-CT systems	\$	United States of America	Service
2009021103005	200903	25-Oct-2013 SAS (pico)TW mount for SAs-CT systems	\$	United States of America	Service
2009281103005	200928	25-Oct-2013 HPI FT13	\$	United States of America	Service
2004731103005	200473	25-Oct-2013 SAS75C DSA Series Network analyzer	\$	United States of America	Service
2008461103005	200846	25-Oct-2013 DSA F2 Network Analyzer A/B Test Sets	\$	United States of America	Service
2004171103005	200417	25-Oct-2013 12 Channel GPS/SBAS Simulator with SIM-EM & Laptop	\$	United States of America	Service
2002451103005	200245	25-Oct-2013 12 Channel GPS/SBAS Simulator with SIM-EM & Laptop	\$	United States of America	Service
2007071103005	200707	25-Oct-2013 Signal generator UG10 - 30 GHz frequency	\$	United States of America	Service
2010741103005	201074	25-Oct-2013 GSM-K capture station	\$	United States of America	Service
2004591103005	200459	25-Oct-2013 AT_M610G/10/10G/110 Wireless Connectivity	\$	United States of America	Service
2002301103005	200230	05-Feb-2009 High Frequency Probe 300GHz to 4 GHz Core probe	\$	United States of America	Service
2004741103005	200474	25-Oct-2013 TTP 1000/5000 Torque Tester II	\$	United States of America	Service
2009941103005	200994	25-Oct-2013 RUM-50235 Thermal Camera	\$	United States of America	Service
2007211103005	200721	25-Oct-2013 FDS4 interface for FBI test case	\$	United States of America	Service
2006071103005	200607	25-Oct-2014 Acoustic Test Fixture & Humidity Chamber	\$	United States of America	Service
2004921103005	200492	25-Oct-2014 Vector Signal Analytic Software	\$	United States of America	Service
20021501103005	200215	3-Feb-2009 RJ15DA-124 Adm 12.4GHz Channel 3 (M connector)	\$	United States of America	Service
2004011103005	200400	25-Oct-2013 400750 Mobile communication de source	\$	United States of America	Service
2004001103005	200400	25-Oct-2013 M40-DAA-108-802.13x M40D modulation analysis tool	\$	United States of America	Service
2007121103005	200712	25-Oct-2013 Platform Hand Test (for SDC4 System)	\$	United States of America	Service
2009401103005	200940	25-Oct-2013 Special CDMA Bundle	\$	United States of America	Service
2011021103005	201102	25-Oct-2013 Integrated Attenuation Control Unit	\$	United States of America	Service
2004001103005	200400	25-Oct-2013 Binches for Lab	\$	United States of America	Service
2004911103005	200491	25-Oct-2013 M40-DAA-108-802.13x M40D modulation analysis tool	\$	United States of America	Service
2004771103005	200477	25-Oct-2013 M40-DAA-108-802.13x M40D modulation analysis tool	\$	United States of America	Service
2006751103005	200675	25-Oct-2013 RF Test Enclosure Including Options	\$	United States of America	Service
2003241103005	200324	25-Oct-2013 MISC Kit (Supports 20 and 30 test units)	\$	United States of America	Service
2008021103005	200802	25-Oct-2013 MISC Kit for Assisting ATT automation	\$	United States of America	Service
2004751103005	200475	25-Oct-2013 Model 5240-24 Single Shred Table Model Enclosure	\$	United States of America	Service
2004771103005	200477	25-Oct-2013 400750 Mobile communication de source	\$	United States of America	Service
2004001103005	200400	25-Oct-2013 400750 Mobile communication de source	\$	United States of America	Service
2005151103005	200515	25-Oct-2013 Bluetooth Upgrade for CMU-200	\$	United States of America	Service
2006101103005	200610	25-Oct-2013 FANBLE 3G CONTROL PLANE UBT TEST SUITE	\$	United States of America	Service
2004001103005	200400	25-Oct-2013 MAC DR - Supports 20 and 30 test units	\$	United States of America	Service
2006491103005	200649	25-Oct-2014 ATT 20 AGPS Performance Test Suite	\$	United States of America	Service
2006491103005	200649	25-Oct-2014 ATT 20 AGPS PERFORMANCE TEST SUITE	\$	United States of America	Service
2006701103005	200670	25-Oct-2014 ATT 30 AGPS PERFORMANCE TEST SUITE	\$	United States of America	Service
2006711103005	200671	25-Oct-2014 ATT 30 CELL RECONNECT TEST SUITE	\$	United States of America	Service
2006691103005	200669	25-Oct-2014 Addressed Sygma	\$	United States of America	Service

GRAND TOTAL (all items) \$ 2,179,064

**TAB 2**

**TAB 2**

**TAB 2**

**To:** Rebecca Graham[rebgraham@blackberry.com]  
**From:** Daryl Martin  
**Sent:** Tue 1/3/2017 12:38:36 PM  
**Subject:** RE: I'm at A.

1207

623

Rebecca,

Have you heard back yet?

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rebecca Graham  
**Sent:** Wednesday, December 14, 2016 12:38 AM  
**To:** Daryl Martin <dmartin@blackberry.com>  
**Subject:** RE: I'm at A.

Hi Daryl,

Just wanted to let you know I haven't forgotten you. Still waiting to hear back on a number of answers. Will revert as soon as I can.

Thanks,  
Rebecca

---

**From:** Daryl Martin  
**Sent:** December-12-16 2:04 PM  
**To:** Rebecca Graham  
**Subject:** RE: I'm at A.

Thanks for taking the time to meet with me today, greatly appreciated.

As per our conversation today, I wanted to leave a note in your inbox to remind to send me a list of data, such as RSU grants, that has been shared to Ford to assist with them making offers to BlackBerry Employees. Please send this over by EOD if possible as I will be writing a counter offer tonight for Ford.

Thanks,

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rebecca Graham  
**Sent:** Monday, December 12, 2016 12:28 PM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** I'm at A.

Hi Daryl, I can meet you in person at A. I'm outside Chris's office and we can find a room. :)

Rebecca

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

**TAB 3**

**TAB 3**

**TAB 3**

**From:** Daryl Martin  
**Attendees:** Rebecca Graham  
**Location:** Webex  
**Importance:** Normal  
**Subject:** Project Silver Job Offer  
**Start Time:** Mon 12/12/2016 12:30:00 PM  
**End Time:** Mon 12/12/2016 1:00:00 PM  
**Required Attendees:** Rebecca Graham

<http://blackberry.webex.com/meet/dmartinblackberry.com>

Hi Daryl,

My calendar is up to date so just shoot me an invite when it works for you.

Hope you have a great weekend.  
Rebecca

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

**Required Attendees:** Rebecca Graham

**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)

**Sent:** December 9, 2016 2:22 PM

**To:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)

**Subject:** Re: Ford Offers

**Required Attendees:** Rebecca Graham

Ah, then Monday would certainly be best. Do you want me to setup a meeting?

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

**Required Attendees:** Rebecca Graham

**From:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)

**Sent:** December 9, 2016 1:24 PM

**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)

**Subject:** Re: Ford Offers

**Required Attendees:** Rebecca Graham

I'm in the same boat in Ottawa. Monday? Or, happy to speak later this evening or on the weekend.

Rebecca

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

**Required Attendees:** Rebecca Graham

**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)

**Sent:** December 9, 2016 12:36 PM

**To:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)

**Subject:** Re: Ford Offers

**Required Attendees:** Rebecca Graham

I'm still in meetings with Ford until around 2:00. Would you be free anytime after 3:00? I'm flexible once Ford leaves the office.

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

**Required Attendees:** Rebecca Graham

**From:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)

**Sent:** December 9, 2016 12:29 PM

**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)

**Subject:** Re: Ford Offers

1210

626

Hi Darryl,

We can chat about your options. When works for you?

Rebecca

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

**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)

**Sent:** December 9, 2016 12:12 PM

**To:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)

**Subject:** Ford Offers

Rebecca,

As you are probably aware, I was given an offer from Ford last night and I now have 7 days to respond. Who should I reach out to within BlackBerry to determine both my options if I choose to decline?

Also, I noticed within my offer they did take into account my current outstanding stock. Was my salary/bonus information communicated to Ford to assist with the offer?

Thanks,


Daryl Martin

Manager, Location & Telemetry Technologies

Office: 519-597-3946

Mobile: 519-498-2468

[dmartin@blackberry.com](mailto:dmartin@blackberry.com)

 **BlackBerry.** Secured. Protected. Connected.



TAB 4

TAB 4

TAB 4

**To:** Rob Maurice[rmaurice@blackberry.com]  
**From:** Rebecca Graham  
**Sent:** Tue 12/13/2016 11:48:47 AM  
**Subject:** RE: Couple of Questions

1212

628

Hey Rob,

I'm planning to be at A all day today and tomorrow morning as well. I do have some meetings scheduled but trying to keep my calendar as open as possible. Please drop by when you have time or find a slot in my calendar that works for you. I'm OOO Thursday and Friday this week so today or tomorrow are best.

I'm sitting in the workstation out front of Chris's office as usual.

Thanks,  
Rebecca

---

**From:** Rob Maurice  
**Sent:** December-13-16 10:36 AM  
**To:** Rebecca Graham  
**Subject:** RE: Couple of Questions

Hi Rebecca,

I need to step out for lunch in about an hour. However if you have some time in the afternoon I would love to meet up.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 12, 2016 7:00 PM  
**To:** Rebecca Graham <[rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)>  
**Subject:** Re: Couple of Questions

Hi Rebecca,

I reached out to Steve this morning. No response yet.  
Tomorrow sounds fine.

Another question to add to my list, since this is essentially an external offer, then I need to pass in my resignation to blackberry two weeks before my start date at Ford correct? I have concerns that numbers expecting to move over will not be met.

Thanks,  
Rob

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

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**From:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)  
**Sent:** December 12, 2016 4:41 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** RE: Couple of Questions

Hi Rob,

Have you already connected with Steve from Ford HR on your Ford questions?

Will hopefully be able to circle back with you on the BlackBerry questions tomorrow. I was at A today and will try to be back over here tomorrow so we can meet in person.

1213

629

Thanks,  
Rebecca

---

**From:** Rob Maurice  
**Sent:** December-12-16 3:27 PM  
**To:** Rebecca Graham  
**Subject:** RE: Couple of Questions

Hi Rebecca,

Just a FYI that I have a few concerns about the offer from Ford (I may need to ask for more time). We can always talk in person if some of the questions below cannot be answered over email.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 11, 2016 10:44 PM  
**To:** Rebecca Graham <[rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)>  
**Subject:** RE: Couple of Questions

Thanks Rebecca, appreciate it. I'm sure there are lots of dynamics at play here (especially around the first question below). I need to give a response to Ford by December 15<sup>th</sup> (Thursday), so some kind of answer (or general direction) a bit before then would be really helpful in the decision process. My list of questions to Ford definitely is longer than my list below for the BlackBerry side.

Weekend was great, but too short as always. ☺

Cheers,  
Rob

---

**From:** Rebecca Graham  
**Sent:** December 11, 2016 10:38 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Couple of Questions

Hi Rob,

Thanks for reaching out and good that you reached out to me. As you can imagine, there have been many questions flowing in since Thursday's meeting. A lot we anticipated but some new ones as well. I am just awaiting final confirmation on some of the answers and then should be able to get back to employees and leaders so they can help answer these questions too.

Thanks in advance for your patience. Hope you had a lovely weekend.

Rebecca

---

**From:** Rob Maurice  
**Sent:** December-11-16 10:20 PM  
**To:** Rebecca Graham  
**Subject:** Couple of Questions

Hi Rebecca,

I was not sure if I should reach out to you or Amber.

Ford has presented me an offer and I wanted to check a couple items with you:

1. If I decline the offer, what are my options with BlackBerry?
2. If I accept the offer, do I get any remaining/incurred vacation paid out at the end of my employment?

I'm sure there are other items I'm not thinking of (will probably think of them when I hit send). Feel free to toss my any feedback I may have missed.

I'm guessing at some point there will be a FAQ put together for these types of questions (e.g. what happens to my RRSPs/options) but I may be early in the process.

Thanks,  
Rob

**TAB 5**

**TAB 5**

**TAB 5**

**To:** Vilok Kusumakar[vkusumakar@blackberry.com]  
**From:** Rebecca Graham  
**Sent:** Tue 12/13/2016 5:44:42 PM  
**Subject:** RE: confidential - question about offer

1216

632

Hi Vilok,

I think you've taken the right course of action by discussing with Ford. I was not privy to their offers, the language and terms so unfortunately may not be much help.

If you want to chat, please let me know.

Thanks,  
Rebecca

---

**From:** Vilok Kusumakar  
**Sent:** December-12-16 6:11 PM  
**To:** Rebecca Graham  
**Subject:** confidential - question about offer

Hi Rebecca,

I am evaluating my Ford offer. I will start a discussion with them. But I have a question about Accountability level mapping and may be you can help me.

I was offered LL5. I am trying to understand how Ford levels work and how they compare to BlackBerry levels. Did Ford ask BlackBerry HR for details on our accountability levels?

I am asking Ford to share description of their accountability levels. Were there any mapping rules used? Here is what I think has been done. But I have several question marks in the table below...

**People leadership roles**


BlackBerry Accountability level	BlackBerry Title	Ford Accountability Level	Ford Title
D	Team lead	LL 7?	Team lead?
E	Manager	LL 6	Supervisor
F	Senior Manager	LL 5	Manager
G	Director	LL 4	Chief Engineer?
H	Senior Director	LL4	Chief Engineer?
I	VP	LL3	?

In my particular case, due to accountability, competency, role scope and complexity, I report to Chris House. Even though my title is Director, I have been doing similar job in accountability and role scope and complexity to Senior Director. And I have been director for 5 years.

It will be unfair if we map all BlackBerry Directors and all BlackBerry Senior managers to same level in Ford. I think we need to look at each case individually.

Vilok  
Director, SW Apps and Framework  
Mobile: 613-290-6635

Office: 613-595-3703

Sent Using  **BlackBerry** Software, the World's Most Secure Mobile Solution.

1217

633

TAB 6

TAB 6

TAB 6



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**From:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=VKUSUMAKAR]  
**Sent:** 12/9/2016 8:19:57 PM  
**To:** Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=zracz]  
**Subject:** confidential private - DO not forward - comp  
**Sensitivity:** Company Confidential

offer

I think comp will be fair if level is fixed.

**LL5 – “SYNC Manager” – Not good.**

**Salary – 2.7% increase. - OK**

**Signing bonus -\$53K (tied to Level?) - If level is fixed then this may get better**

**Initial stock award – US \$106K US @1.35 = C\$143K (My current unvested RSU and options are worth = C\$128,354). – So, OK.**

**AICP = \$26.5K (tied to LL5) - If level is fixed then this may get better**

**LTIP – usually US \$16.5K for LL5 - If level is fixed then this may get better**

Vilok  
613-595-3703 (Office)  
613-290-6635 (Mobile)

**TAB 7**

**TAB 7**

**TAB 7**

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**From:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=VKUSUMAKAR]  
**Sent:** 12/10/2016 12:21:17 PM  
**To:** Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=zracz]  
**Subject:** RE: questions to HR

May be you are already making progress and I won't have to do anything ☺ and you can ignore this...

if not... then continue reading...

In the series of dialog, I am pondering to have with Ford HR, here is my 3<sup>rd</sup> step (1<sup>st</sup> step would be get info on accountability level mapping, 2<sup>nd</sup> would be answers to questions below). I am thinking that I will get to 3<sup>rd</sup> step on Wednesday or Thursday depending on responses and what we learn earlier next week.

++++

Subject: justification for LL4

I would like Ford HR and management to reconsider the leadership level offered to me. I have strengths which Ford will benefit from and are consistent with leadership level 4.

- #1 Strong technical leader who is results oriented with a track record of delivering large scale complex SW project across multiple domains on aggressive project development schedule in a multi-site SW team with quality
- #2 Proven ability and readiness to handle broad scope of responsibility requiring operational excellence. Scope: Have managed teams of size upto 100 and project of upto 300 people.
- #3 Proven ability and readiness to lead and affect significant process improvements to get Agile SW methodology engrained in all teams and projects and deliver incrementally with quality.
- #4 I am energized, motivated and committed and ready to take on challenges
- #5 I have significant experience in building great SW organizations and hire and develop great people.

Vilok  
613-595-3703(Office)  
613-290-6635 (Mobile)

---

**From:** Vilok Kusumakar  
**Sent:** Friday, December 09, 2016 10:46 PM  
**To:** Zoltan Racz <zracz@blackberry.com>  
**Subject:** questions to HR

I want to send these questions on Tuesday before I make final decision. Suggestion... if each of us ask a few questions each individually that may be better than one person collating and asking lot of question together. And then we can compare notes next week.

Q1: Please provide me details of accountability level LL5.

Q2: What are the salary ranges for various accountability levels?

Q3: I couldn't find the termination clause in the agreement. What are the rules for severance package? What will be my effective start date?

Q4: Is annual performance review cycle at Ford Jan to Dec? When are the annual comp changes made?

Vilok  
613-595-3703(Office)  
613-290-6635 (Mobile)

TAB 8

TAB 8

TAB 8

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**From:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=VKUSUMAKAR]  
**Sent:** 12/10/2016 3:23:49 PM  
**To:** Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=zracz]  
**Subject:** RE: questions to HR

thanks. can you please send me Chuck Monastra's email address?  
I will send my questions to Alyssa and cc: him.

Vilok  
613-595-3703(Office)  
613-290-6635 (Mobile)

---

**From:** Zoltan Racz  
**Sent:** Saturday, December 10, 2016 2:19 PM  
**To:** Vilok Kusumakar <vkusumakar@blackberry.com>  
**Subject:** Re: questions to HR

I will support you, best I can.  
I will advocate with Stuart, but only as your leader, please feel free to send all your feedback and request clarifications asap.  
Zoltan

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

---

**From:** [vkusumakar@blackberry.com](mailto:vkusumakar@blackberry.com)  
**Sent:** December 9, 2016 22:45  
**To:** [zracz@blackberry.com](mailto:zracz@blackberry.com)  
**Subject:** questions to HR

I want to send these questions on Tuesday before I make final decision. Suggestion... if each of us ask a few questions each individually that may be better than one person collating and asking lot of question together. And then we can compare notes next week.

Q1: Please provide me details of accountability level LL5.

Q2: What are the salary ranges for various accountability levels?

Q3: I couldn't find the termination clause in the agreement. What are the rules for severance package? What will be my effective start date?

Q4: Is annual performance review cycle at Ford Jan to Dec? When are the annual comp changes made?

Vilok  
613-595-3703(Office)  
613-290-6635 (Mobile)

**TAB 9**

**TAB 9**

**TAB 9**

**From:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=DMARTIN]  
**Sent:** 12/10/2016 5:13:05 PM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]  
**Subject:** Project Silver Job Offer  
**Location:** Webex  
**Start:** 12/12/2016 12:30:00 PM  
**End:** 12/12/2016 1:00:00 PM  
**Show Time As:** Tentative

**Required Attendees:** Rebecca Graham

<http://blackberry.webex.com/meet/dmartinblackberry.com>

Hi Daryl,

My calendar is up to date so just shoot me an invite when it works for you.

Hope you have a great weekend.  
Rebecca

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

**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 9, 2016 2:22 PM  
**To:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)  
**Subject:** Re: Ford Offers

Ah, then Monday would certainly be best. Do you want me to setup a meeting?

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

**From:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)  
**Sent:** December 9, 2016 1:24 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: Ford Offers

I'm in the same boat in Ottawa. Monday? Or, happy to speak later this evening or on the weekend.

Rebecca

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

**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 9, 2016 12:36 PM  
**To:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)  
**Subject:** Re: Ford Offers

I'm still in meetings with Ford until around 2:00. Would you be free anytime after 3:00? I'm flexible once Ford leaves the office.

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



**From:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)  
**Sent:** December 9, 2016 12:29 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: Ford Offers

Hi Darryl,

We can chat about your options. When works for you?

Rebecca

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

**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 9, 2016 12:12 PM  
**To:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)  
**Subject:** Ford Offers


Rebecca,

As you are probably aware, I was given an offer from Ford last night and I now have 7 days to respond. Who should I reach out to within BlackBerry to determine both my options if I choose to decline?

Also, I noticed within my offer they did take into account my current outstanding stock. Was my salary/bonus information communicated to Ford to assist with the offer?

Thanks,

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946  
Mobile: 519-498-2468  
[dmartin@blackberry.com](mailto:dmartin@blackberry.com)

 **BlackBerry. Secured. Protected. Connected.**

**TAB 10**

**TAB 10**

**TAB 10**

**From:** Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=ZRACZ]  
**Sent:** 12/10/2016 10:27:17 PM  
**To:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=vkusumakar]  
**Subject:** RE: Clarifications to better understand the offer - Vilok Kusumakar

Okay,  
 Vilok, setting up a discussion with Chuck M. is the right thing. Perhaps try to refine your position to 1 maybe 2 of the most important elements of your request.  
 Otherwise it will be quite complex for Ford to manage.  
 Zoltan

---

**From:** Vilok Kusumakar  
**Sent:** Saturday, December 10, 2016 8:41 PM  
**To:** Zoltan Racz <zracz@blackberry.com>  
**Subject:** FW: Clarifications to better understand the offer - Vilok Kusumakar

I sent this today to HR.  
 I hope it is still ok based on what you want to talk about tomorrow morning, but that's ok. let's see how it goes...

Vilok  
 613-595-3703(Office)  
 613-290-6635 (Mobile)

---

**From:** Vilok Kusumakar  
**Sent:** Saturday, December 10, 2016 3:52 PM  
**To:** 'aandree@ford.com' <aandree@ford.com>  
**Cc:** 'cmonastr@ford.com' <cmonastr@ford.com>  
**Subject:** Clarifications to better understand the offer - Vilok Kusumakar

Hi Alyssa,  
 I received my Ford offer from Chuck Gray and Chuck Monastra on 12/8. Thank you for the offer. I am trying to better understand the offer and I have 4 questions..  
 Also, I would like to setup a verbal discussion to review the offer in detail with you on Monday or Tuesday. Please let me know what time is good for you.

#### **Q1: Accountability level mapping**

I was offered LL5. I am trying to understand how Ford levels work and how they compare to BlackBerry levels. To help learn Ford HR policies, can I get the description of each accountability levels? And Can I get what mapping rules were used? Here is what I think has been done. But I have several question marks in the table below...

#### **People leadership roles**

BlackBerry Accountability level	BlackBerry Title	Ford Accountability Level	Ford Title
D	Team lead	LL 7?	Team lead?
E	Manager	LL 6	Supervisor
F	Senior Manager	LL 5	Manager
G	Director	LL 4	Chief Engineer?
H	Senior Director	LL4	Chief Engineer?
I	VP	LL3	?

As you may be aware that within BBRY, Director and above are treated in senior management. As a Director, I have Senior managers and managers reporting to me. And in my particular case, due to accountability, competency, role scope and complexity, I report to Chris House. Even though my title is Director, I have been doing similar job in accountability and role scope and complexity to Senior Director.

It will be unfair if we map all BlackBerry Directors and all BlackBerry Senior managers to same level in Ford. We need to look at each case individually.

Q2: What are the salary ranges for various accountability levels? especially LL5 and LL4. Where does my proposed salary fit in the range?

Q3: Termination of employment clause: The clause #3 in HR5092-4 refers to OESA 2000 for severance pay calculation. My current BBRY agreement has a clause which states the following. *"BBRY may terminate your employment at any time without just cause by providing you with pay in lieu of notice equivalent to 16 weeks base salary plus 3 week base salary per completed year of service, to a cumulative maximum of 12 month's base salary."*

Q3 a) What will be my effective start date? Will I lose my 8 years of BBRY service tenure?

Q3 b) Why does Ford not match the severance calculation? I realize that we all hope and expect that it will never need to be exercised but this is a big loss of security in bad case scenario.

Q4: Is annual performance review cycle at Ford Jan to Dec? When are the annual comp changes made?

Vilok

613-595-3703(Office)

613-290-6635 (Mobile)

**TAB 11**

**TAB 11**

**TAB 11**

---

**From:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=DMARTIN]  
**Sent:** 12/11/2016 6:52:50 PM  
**To:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=dmartin]  
**Subject:** Re: Ask for the location in the offer letter.

What is the salary review process like.

---

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

**From:** dmartin@blackberry.com  
**Sent:** December 11, 2016 6:40 PM  
**To:** dmartin@blackberry.com  
**Subject:** Ask for the location in the offer letter.

---

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

**TAB 12**

**TAB 12**

**TAB 12**

---

**From:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=DMARTIN]  
**Sent:** 12/11/2016 8:17:22 PM  
**To:** Majer, Steven (S.) [smajer@ford.com]  
**Subject:** RE: BlackBerry Employment Offer

Steve,

I've read over the offer again and I have a few more questions to add to the list.

- 1) The job offer did not mention the location I will be working in, can this be amended so the location is set to Waterloo?
- 2) Can you please share details on the annual review process for the merit increase?
- 3) The benefits booklet mentions that the plan effective date is 2009 and is up to date effective Jan 1, 2013. Is this the most recent benefits booklet? I just want to make sure it's not an old copy.
- 4) The group benefits mention that an insulin infusion pump, and supplies, are covered for children under 18. Is there no plan for other dependents? i.e. Spouse?
- 5) If I am laid off at Ford how long would I be able to keep my benefits for? During the notification period or is there a set duration? I wasn't able to find this in the benefits booklet..

I look forward to hearing from you!

Thanks,

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Majer, Steven (S.) [mailto:smajer@ford.com]  
**Sent:** Friday, December 9, 2016 7:27 PM  
**To:** Daryl Martin <dmartin@blackberry.com>  
**Subject:** Re: BlackBerry Employment Offer

Hi Daryl, I am pretty sure we will be able to get back to you on all counts by Monday afternoon. In the event there was some sort of a delay we would certainly be fair and give you some additional time to consider the information.

Cheers,  
Steve

Sent from my iPhone

On Dec 9, 2016, at 5:48 PM, Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)> wrote:

Thanks!

As I mentioned below, I understand that this is not a normal process so please take all that the time you need :). If you're not able to get answers by late next week would the offer be extended?

Thanks,  
Daryl



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

**From:** [smajer@ford.com](mailto:smajer@ford.com)  
**Sent:** December 9, 2016 4:15 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Cc:** [smajer@ford.com](mailto:smajer@ford.com)  
**Subject:** RE: BlackBerry Employment Offer

Hi Daryl,

It was great to meet you last night! Thank you for your questions. We will pull together responses for each of them and respond all at once if that's OK. Some are quick and easy but others will require me to get with some other stakeholders.

Thanks you for your patience. Have a great weekend...

**Steve Majer**

Vice President, Human Resources, Ford of Canada  
 Phone 905-845-2511, ext. 1165; dialnet 853-1165  
 e-mail: [smajer@ford.com](mailto:smajer@ford.com)



FINANCIAL POST'S  
 10 BEST COMPANIES  
 TO WORK FOR  
 2016

<image012.png>



<image008.jpg><image014.jpg>

*This communication contains confidential information. If you have received this communication in error, please notify me by return email and delete this communication immediately.*

---

**From:** Daryl Martin [<mailto:dmartin@blackberry.com>]  
**Sent:** Friday, December 09, 2016 3:39 PM  
**To:** Majer, Steven (S.)  
**Subject:** BlackBerry Employment Offer

Steve,

First off, I want to thank you for taking the time to meet with myself in Waterloo! It's greatly appreciated.

I've had a chance to read through the offer a few times and I had quite a few questions with regards to the offer, which I'm hoping you can answer. I erred on the side of caution and asked all the questions I could think of after reading the contract.

- 1) Would you be able to please confirm that Ford Canada employees do not get Family Day off as a holiday? Are employees expected to work or take a vacation day for this holiday?
- 2) How is Ford handling seniority for this transition? If I accept the offer, will I be starting off in a probation period and my 12+ years at BlackBerry have no weight?
- 3) Do you have more details that you can share on the management lease program? In the package I got last night I could not find anything about the management lease details just the employee purchase

program. I have a lot of questions about this program revolving around costs, if it's a taxable benefit, what cars are available, insurance costs etc.. Was this must left out by mistake?

- 4) The contract seems to state that I can be let go within the first three months without cause, is this correct? If I am not taking my seniority over from BlackBerry then what will be my severance package if I get let go after the probation period.
- 5) Are there any patent bonus programs at Ford? If so, could you please provide details?
- 6) Can you please confirm that any development work done outside of work hours, in my own personal time, will be owned by Ford?
  - a. I will warn you ahead of time that if Ford retains all IP developed outside of work hours then we will end up with a lot of upset BlackBerry employees. This has always been a source of contention with BlackBerry and tech in general, so your HR department should be prepared to handle this question from other BlackBerry people.
- 7) Can you confirm that I will not be eligible for a bonus within the 2017 year? From my reading of the contract, I will be given an option for a bonus in 2018 which means no bonus for 2017.
  - a. In the interest of full disclosure I would be walking away from at ~19K bonus that I would get paid out in spring of 2017 if I leave BlackBerry. This would mean no bonus for a full year for me, which is less than ideal
- 8) The signing bonus agreement document does not mention the extra 23K to buy out my stock at BlackBerry but it is in the job offer. Is this intentional or just a mistake?
- 9) Is there a company cell phone plan that I would be able to apply for?
- 10) Can you confirm that if I get discharged "for cause" I will be entitled to pay back both the hiring bonus and the amount to compensate me for my stock?
- 11) Could you confirm that I can purchase 10 extra vacation days with the Flex time? Are there any restrictions or limitations on that feature?
- 12) Would you be able to share a job description?
- 13) Can you share an org chart? What group would I be working in? Who would my boss be?
- 14) Do you have more details you can share on what a "Supervisor LL6" really means to Ford? Is it equal to a manager? Lead? Any information about the role you could share would be great.
- 15) What are the travel expectations for this role? I believe this falls under the job description but since I have a toddler at home I want to understand all travel requirements ahead of time.

At a high level, I do have two big concerns with the job offer that I would like you to clarify.

- 1) The job offer seems to be more of a lateral move for my career and not an opportunity for growth. Personally, I have a hard time considering an offer that is a lateral move since I could find that type of role at numerous companies in Waterloo and in the GTA. For example, in the past month I have been approached by both TD Bank and Thalmic Labs for jobs in my space which I have not pursued due to them being lateral moves.
- 2) I'm also having a very hard time understanding what my role in Ford and the Waterloo site will be moving forward. Will I be considered a more senior site leader or will my focus just be strictly on Analytics? If the focus is Analytics, then what does that really mean to Ford? I think my concern here is that there has been no job description, organization, or overall responsibilities shared with me so I'm having a hard time accepting a job offer without knowing what the role is.

With all that said, I know that we are not following the standard process since we are going through a pseudo-acquisition, which is in its very early stages. I've taken that into account when reading the offer but I still want to raise the questions and concerns that I have as I take changing companies very seriously and I would be leaving a lot behind at BlackBerry.

I look forward to hearing from you!


Daryl Martin

Manager, Location & Telemetry Technologies

Office: 519-597-3946

Mobile: 519-498-2468

[dmartin@blackberry.com](mailto:dmartin@blackberry.com)

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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.

**TAB 13**

**TAB 13**

**TAB 13**

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**From:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=RMAURICE]  
**Sent:** 12/12/2016 3:26:31 PM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]  
**Subject:** RE: Couple of Questions

Hi Rebecca,

Just a FYI that I have a few concerns about the offer from Ford (I may need to ask for more time). We can always talk in person if some of the questions below cannot be answered over email.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 11, 2016 10:44 PM  
**To:** Rebecca Graham <rebgraham@blackberry.com>  
**Subject:** RE: Couple of Questions

Thanks Rebecca, appreciate it. I'm sure there are lots of dynamics at play here (especially around the first question below). I need to give a response to Ford by December 15<sup>th</sup> (Thursday), so some kind of answer (or general direction) a bit before then would be really helpful in the decision process. My list of questions to Ford definitely is longer than my list below for the BlackBerry side.

Weekend was great, but too short as always. ☺

Cheers,  
Rob

---

**From:** Rebecca Graham  
**Sent:** December 11, 2016 10:38 PM  
**To:** Rob Maurice <[rm Maurice@blackberry.com](mailto:rm Maurice@blackberry.com)>  
**Subject:** RE: Couple of Questions

Hi Rob,

Thanks for reaching out and good that you reached out to me. As you can imagine, there have been many questions flowing in since Thursday's meeting. A lot we anticipated but some new ones as well. I am just awaiting final confirmation on some of the answers and then should be able to get back to employees and leaders so they can help answer these questions too.

Thanks in advance for your patience. Hope you had a lovely weekend.

Rebecca

---

**From:** Rob Maurice  
**Sent:** December-11-16 10:20 PM  
**To:** Rebecca Graham  
**Subject:** Couple of Questions

Hi Rebecca,

I was not sure if I should reach out to you or Amber.

Ford has presented me an offer and I wanted to check a couple items with you:

1. If I decline the offer, what are my options with BlackBerry?
2. If I accept the offer, do I get any remaining/incurred vacation paid out at the end of my employment?

I'm sure there are other items I'm not thinking of (will probably think of them when I hit send). Feel free to toss my any feedback I may have missed.

I'm guessing at some point there will be a FAQ put together for these types of questions (e.g. what happens to my RRSPs/options) but I may be early in the process.

Thanks,  
Rob

**TAB 14**

**TAB 14**

**TAB 14**



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**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 12/12/2016 4:41:08 PM  
**To:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=rmaurice]  
**Subject:** RE: Couple of Questions

Hi Rob,

Have you already connected with Steve from Ford HR on your Ford questions?

Will hopefully be able to circle back with you on the BlackBerry questions tomorrow. I was at A today and will try to be back over here tomorrow so we can meet in person.

Thanks,  
Rebecca

---

**From:** Rob Maurice  
**Sent:** December-12-16 3:27 PM  
**To:** Rebecca Graham  
**Subject:** RE: Couple of Questions

Hi Rebecca,

Just a FYI that I have a few concerns about the offer from Ford (I may need to ask for more time). We can always talk in person if some of the questions below cannot be answered over email.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 11, 2016 10:44 PM  
**To:** Rebecca Graham <[rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)>  
**Subject:** RE: Couple of Questions

Thanks Rebecca, appreciate it. I'm sure there are lots of dynamics at play here (especially around the first question below). I need to give a response to Ford by December 15<sup>th</sup> (Thursday), so some kind of answer (or general direction) a bit before then would be really helpful in the decision process. My list of questions to Ford definitely is longer than my list below for the BlackBerry side.

Weekend was great, but too short as always. ☺

Cheers,  
Rob

---

**From:** Rebecca Graham  
**Sent:** December 11, 2016 10:38 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Couple of Questions

Hi Rob,



Thanks for reaching out and good that you reached out to me. As you can imagine, there have been many questions flowing in since Thursday's meeting. A lot we anticipated but some new ones as well. I am just awaiting final confirmation on some of the answers and then should be able to get back to employees and leaders so they can help answer these questions too.

Thanks in advance for your patience. Hope you had a lovely weekend.

Rebecca

---

**From:** Rob Maurice  
**Sent:** December-11-16 10:20 PM  
**To:** Rebecca Graham  
**Subject:** Couple of Questions

Hi Rebecca,

I was not sure if I should reach out to you or Amber.

Ford has presented me an offer and I wanted to check a couple items with you:

1. If I decline the offer, what are my options with BlackBerry?
2. If I accept the offer, do I get any remaining/incurred vacation paid out at the end of my employment?

I'm sure there are other items I'm not thinking of (will probably think of them when I hit send). Feel free to toss my any feedback I may have missed.

I'm guessing at some point there will be a FAQ put together for these types of questions (e.g. what happens to my RRSPs/options) but I may be early in the process.

Thanks,  
Rob

**TAB 15**

**TAB 15**

**TAB 15**

---

**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 12/13/2016 11:48:47 AM  
**To:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=rmaurice]  
**Subject:** RE: Couple of Questions

Hey Rob,

I'm planning to be at A all day today and tomorrow morning as well. I do have some meetings scheduled but trying to keep my calendar as open as possible. Please drop by when you have time or find a slot in my calendar that works for you. I'm OOO Thursday and Friday this week so today or tomorrow are best.

I'm sitting in the workstation out front of Chris's office as usual.

Thanks,  
Rebecca

---

**From:** Rob Maurice  
**Sent:** December-13-16 10:36 AM  
**To:** Rebecca Graham  
**Subject:** RE: Couple of Questions

Hi Rebecca,

I need to step out for lunch in about an hour. However if you have some time in the afternoon I would love to meet up.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 12, 2016 7:00 PM  
**To:** Rebecca Graham <[rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)>  
**Subject:** Re: Couple of Questions

Hi Rebecca,

I reached out to Steve this morning. No response yet.  
Tomorrow sounds fine.

Another question to add to my list, since this is essentially an external offer, then I need to pass in my resignation to blackberry two weeks before my start date at Ford correct? I have concerns that numbers expecting to move over will not be met.

Thanks,  
Rob

---

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

---

**From:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)  
**Sent:** December 12, 2016 4:41 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)

---

**Subject:** RE: Couple of Questions

Hi Rob,

Have you already connected with Steve from Ford HR on your Ford questions?

Will hopefully be able to circle back with you on the BlackBerry questions tomorrow. I was at A today and will try to be back over here tomorrow so we can meet in person.

Thanks,  
Rebecca

---

**From:** Rob Maurice  
**Sent:** December-12-16 3:27 PM  
**To:** Rebecca Graham  
**Subject:** RE: Couple of Questions

Hi Rebecca,

Just a FYI that I have a few concerns about the offer from Ford (I may need to ask for more time). We can always talk in person if some of the questions below cannot be answered over email.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 11, 2016 10:44 PM  
**To:** Rebecca Graham <[rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)>  
**Subject:** RE: Couple of Questions

Thanks Rebecca, appreciate it. I'm sure there are lots of dynamics at play here (especially around the first question below). I need to give a response to Ford by December 15<sup>th</sup> (Thursday), so some kind of answer (or general direction) a bit before then would be really helpful in the decision process. My list of questions to Ford definitely is longer than my list below for the BlackBerry side.

Weekend was great, but too short as always. ☺

Cheers,  
Rob

---

**From:** Rebecca Graham  
**Sent:** December 11, 2016 10:38 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Couple of Questions

Hi Rob,

Thanks for reaching out and good that you reached out to me. As you can imagine, there have been many questions flowing in since Thursday's meeting. A lot we anticipated but some new ones as well. I am just awaiting final confirmation on some of the answers and then should be able to get back to employees and leaders so they can help answer these questions too.

Thanks in advance for your patience. Hope you had a lovely weekend.

Rebecca

---

**From:** Rob Maurice  
**Sent:** December-11-16 10:20 PM  
**To:** Rebecca Graham  
**Subject:** Couple of Questions

Hi Rebecca,

I was not sure if I should reach out to you or Amber.

Ford has presented me an offer and I wanted to check a couple items with you:

1. If I decline the offer, what are my options with BlackBerry?
2. If I accept the offer, do I get any remaining/incurred vacation paid out at the end of my employment?

I'm sure there are other items I'm not thinking of (will probably think of them when I hit send). Feel free to toss my any feedback I may have missed.

I'm guessing at some point there will be a FAQ put together for these types of questions (e.g. what happens to my RRSPs/options) but I may be early in the process.

Thanks,  
Rob

**TAB 16**

**TAB 16**

**TAB 16**

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**From:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=RMAURICE]  
**Sent:** 12/13/2016 3:30:52 PM  
**To:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=dmartin]  
**Subject:** RE: Silver...stuff?

Yep agreed. I told Rebecca I can easily be sold on it (I think it would be a great opportunity)... but for some reason the offer is missing many critical parts. ☺

---

**From:** Daryl Martin  
**Sent:** December 13, 2016 3:29 PM  
**To:** Rob Maurice <rmaurice@blackberry.com>  
**Subject:** RE: Silver...stuff?

Yup! Oh the fun times ahead.

I'm hoping it all works out and everyone gets what they want :)

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Tuesday, December 13, 2016 3:21 PM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: Silver...stuff?

Yep. Makes sense since there are many openings and people who would be perfect fits. ☺

---

**From:** Daryl Martin  
**Sent:** December 13, 2016 3:20 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** Re: Silver...stuff?

Haha. In glad I'm not going through this alone :)

Yeah, it sounds like they would accept all of us and then decide what to do.

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

---

**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 13, 2016 3:12 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** RE: Silver...stuff?

Finally caught Rebecca.

Since I didn't have too many questions for her, it was more of echoing my concerns from the Ford side. ☺ I didn't beat her up too much on the sharing of PI.

Her answer to the million dollar matched what I assumed. Nothing would immediately happen.



---

**From:** Daryl Martin  
**Sent:** December 13, 2016 2:28 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Silver...stuff?

Yup, chaotic I'm sure. Like you said, I just want an ETA or a random "hello" :)

Same, I'm very curious and now I can't concentrate on my job lol

Yup, two days is very short especially when they don't give us all the information in the offer. I have a feeling they want to sort this out by Christmas, but who knows.

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Tuesday, December 13, 2016 2:24 PM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: Silver...stuff?

Yeah I'm guessing they are doing a lot of running around on their side.

Lol. Interesting they reworded it. Almost like they want to make it clear that you may not get a revised offer. Curious to see how this goes. ☺ If there is any "touch"ing involved, contact HR. :P

Yeah I'm going to be clear on that today as well. Makes no sense to give an offer and then don't answer questions.

Cheers,  
Rob

---

**From:** Daryl Martin  
**Sent:** December 13, 2016 2:20 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Silver...stuff?

Gotcha...well at least it's not just me they are being quiet about. I have a feeling they are trying to figure out what to do with the offers since I would bet 15 people asked the same question, what do we do about my seniority.

That meeting still has me freaked out a little bit. They changed the subject of the meeting today from "Re: revised offer" to "Re: hiring touch point" lol WHAT DOES THAT MEAN ROB??? :)

I'll let you know if I hear anything but I was pretty clear that I don't have time to review the offer if I don't hear back today.

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Tuesday, December 13, 2016 2:17 PM



**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: Silver...stuff?

Same nothing yet from Steve.

Rebecca is here... somewhere. However I have yet to catch her. She said to set something up.

At least you're talking to the big guys tomorrow. :P

End of day, I'll ping Steve. Probably ping Alesha (sp?) as well about pushing my date out. Also give an update to Zoltan.

---

**From:** Daryl Martin  
**Sent:** December 13, 2016 2:15 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Silver...stuff?

I just e-mailed Steve again asking for a response or ETA on when he can respond, since I have 2 days left to sign. I'm hoping I can coax a response out of him and he doesn't disappear into his den and we get 6 more weeks of winter..

Did you get any subsequent meeting invites?

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Tuesday, December 13, 2016 10:42 AM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: Silver...stuff?

Nice!

In all fairness Steve really should have a pile of feedback now. I'm sure there are a lot of commonalities in them, and he should be flagging that up the chain. A quick "I'm on it" would be nice.

I'll send another email later today. Will probably fire one to Zoltan as well.

---

**From:** Daryl Martin  
**Sent:** December 13, 2016 10:39 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
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I haven't heard either :(

I'm talking to vilok now...:)

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

---

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**Subject:** RE: Silver...stuff?

I haven't heard back from our external contact. Our internal one said we may meet today...

-----Original Appointment-----

**From:** Daryl Martin

**Sent:** December 10, 2016 5:17 PM

**To:** Daryl Martin; Rob Maurice

**Subject:** Silver...stuff?

**When:** December 13, 2016 10:30 AM-11:00 AM (UTC-05:00) Eastern Time (US & Canada).

**Where:**

Just setting up a 30 min sync point, if you don't mind. I should have all my questions answers both internally and externally by tomorrow, so it would be good to sync one last time I think 😊

**TAB 17**

**TAB 17**

**TAB 17**

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**From:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=DMARTIN]  
**Sent:** 12/13/2016 4:22:07 PM  
**To:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=rmaurice]  
**Subject:** RE: Silver...stuff?

Some of your points? What?

Lol I had beer for lunch ☺

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Tuesday, December 13, 2016 4:04 PM  
**To:** Daryl Martin <dmartin@blackberry.com>  
**Subject:** RE: Silver...stuff?

I let Zoltan know. He's going to bring some of my points over to Ford. ☺

I need a beer after all this... wait... gym first then beer... gotta earn it!

---

**From:** Daryl Martin  
**Sent:** December 13, 2016 3:29 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Silver...stuff?

Yup! Oh the fun times ahead.

I'm hoping it all works out and everyone gets what they want :)

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Manager, Location & Telemetry Technologies  
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Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

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Yeah I'm going to be clear on that today as well. Makes no sense to give an offer and then don't answer questions.

Cheers,  
Rob

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Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

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**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
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End of day, I'll ping Steve. Probably ping Alesha (sp?) as well about pushing my date out. Also give an update to Zoltan.

---

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Did you get any subsequent meeting invites?

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Tuesday, December 13, 2016 10:42 AM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: Silver...stuff?

Nice!

In all fairness Steve really should have a pile of feedback now. I'm sure there are a lot of commonalities in them, and he should be flagging that up the chain. A quick "I'm on it" would be nice.

I'll send another email later today. Will probably fire one to Zoltan as well.

---

**From:** Daryl Martin  
**Sent:** December 13, 2016 10:39 AM

**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>

**Subject:** Re: Silver...stuff?

I haven't heard either :(

I'm talking to vilok now...:)

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

---

**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)

**Sent:** December 13, 2016 10:38 AM

**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)

**Subject:** RE: Silver...stuff?

I haven't heard back from our external contact. Our internal one said we may meet today...

-----Original Appointment-----

**From:** Daryl Martin

**Sent:** December 10, 2016 5:17 PM

**To:** Daryl Martin; Rob Maurice

**Subject:** Silver...stuff?

**When:** December 13, 2016 10:30 AM-11:00 AM (UTC-05:00) Eastern Time (US & Canada).

**Where:**

Just setting up a 30 min sync point, if you don't mind. I should have all my questions answers both internally and externally by tomorrow, so it would be good to sync one last time I think 😊

**TAB 18**

**TAB 18**

**TAB 18**



---

**From:** Philipp Heusel [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=PHEUSEL]  
**Sent:** 12/13/2016 5:14:00 PM  
**To:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=vkusumakar]  
**Subject:** Re: Did you hear back from Ford for questions regarding the offer they gave us?

I already left.

Maybe we can have a brief chat tomorrow please.

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

---

**From:** vkusumakar@blackberry.com  
**Sent:** December 13, 2016 5:04 PM  
**To:** pheusel@blackberry.com  
**Subject:** RE: Did you hear back from Ford for questions regarding the offer they gave us?

I have a discussion with them tomorrow. No answers yet.  
Are you working from home ? or off?

Vilok  
Director, SW Apps and Framework  
Mobile: 613-290-6635  
Office: 613-595-3703  
Sent Using  BlackBerry Software, the World's Most Secure Mobility Solution.

---

**From:** Philipp Heusel  
**Sent:** Tuesday, December 13, 2016 2:16 PM  
**To:** Vilok Kusumakar <vkusumakar@blackberry.com>  
**Subject:** Did you hear back from Ford for questions regarding the offer they gave us?

Thx

**TAB 19**

**TAB 19**

**TAB 19**

**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 12/13/2016 5:44:42 PM  
**To:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=vkusumakar]  
**Subject:** RE: confidential - question about offer

Hi Vilok,

I think you've taken the right course of action by discussing with Ford. I was not privy to their offers, the language and terms so unfortunately may not be much help.

If you want to chat, please let me know.

Thanks,  
 Rebecca

---

**From:** Vilok Kusumakar  
**Sent:** December-12-16 6:11 PM  
**To:** Rebecca Graham  
**Subject:** confidential - question about offer

Hi Rebecca,

I am evaluating my Ford offer. I will start a discussion with them. But I have a question about Accountability level mapping and may be you can help me.

I was offered LL5. I am trying to understand how Ford levels work and how they compare to BlackBerry levels. Did Ford ask BlackBerry HR for details on our accountability levels?

I am asking Ford to share description of their accountability levels. Were there any mapping rules used? Here is what I think has been done. But I have several question marks in the table below...

**People leadership roles**

BlackBerry Accountability level	BlackBerry Title	Ford Accountability Level	Ford Title
D	Team lead	LL 7?	Team lead?
E	Manager	LL 6	Supervisor
F	Senior Manager	LL 5	Manager
G	Director	LL 4	Chief Engineer?
H	Senior Director	LL4	Chief Engineer?
I	VP	LL3	?

In my particular case, due to accountability, competency, role scope and complexity, I report to Chris House. Even though my title is Director, I have been doing similar job in accountability and role scope and complexity to Senior Director. And I have been director for 5 years.


It will be unfair if we map all BlackBerry Directors and all BlackBerry Senior managers to same level in Ford. I think we need to look at each case individually.

Vilok

Director, SW Apps and Framework

Mobile: 613-290-6635

Office: 613-595-3703

Sent Using  **BlackBerry** Software, the World's Most Secure Mobility Solution.

**TAB 20**

**TAB 20**

**TAB 20**

---

**From:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=DMARTIN]  
**Sent:** 12/14/2016 10:34:55 AM  
**To:** Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=zracz]  
**Subject:** Ford Job Offer

Zoltan,

I sent off 21 questions in total to Ford on Friday and Sunday and I got response last night to some of them. For a lot of the questions I had, with regards to job role and responsibilities, I was told that I would be meeting with Ford Management to discuss further but it looks like the meeting with Chuck & Stuart was cancelled today. My current offer expires tomorrow I believe and I don't have enough information to make an informed decision.

I'm not emailing you to do anything, since this negotiation is between me and Ford, but I wanted to give you an update as a courtesy so you don't get blindsided in case there are others within BlackBerry having a difficult time with their offers

I'm still optimistic this will work out in the end and that once our leadership team is engaged we can work to make this process simpler in January!

Thanks,

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946  
Mobile: 519-498-2468  
[dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
 **BlackBerry. Secured. Protected. Connected.**

**TAB 21**

**TAB 21**

**TAB 21**

---

**From:** Gray, Charles (E.) [cgray5@ford.com]  
**Sent:** 12/14/2016 12:56:13 PM  
**To:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=dmartin]  
**CC:** Andree, Alyssa (A.) [aandree@ford.com]; Monastr, Chuck (C.P.) [cmonastr@ford.com]  
**Subject:** Update  
**Attachments:** Offer Letter - Daryl Martin - amended.pdf

For our phone conversation

**Chuck Gray**

Electrical & Electronics Systems Engineering Director  
(o) 313-206-2082 | (mobile) 313-300-3485  
Ford Motor Co. Bldg 5  
Executive Assistant Barb McClain 313-337-5729

[IM chuck](#)





**Ford Motor Company of Canada, Limited**  
**Ford du Canada Limitée**

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

December 13, 2016

Daryl Martin  
2300 University Ave. E,  
Waterloo, ON L4W 0B5 Canada

Dear Daryl:

On behalf of Ford Motor Company of Canada, I am pleased to offer you the position of Technical Leader – Data Analytics, Leadership Level 5 (LL5), based out of Kitchener/Waterloo. 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 [REDACTED] per year (CAD). You will be eligible for a merit increase in 2017.

**Signing Bonus<sup>1</sup>:** An initial signing bonus of [REDACTED] will be paid in within three weeks after your effective date of hire. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

**Initial Stock Award<sup>2</sup>:** [REDACTED]

This award will be made in the form of 100% time-vested restricted stock units of Ford Motor Company, to compensate you for certain lost stock awards at your present employer that would have vested. The quantity of restricted stock units will be determined by the Fair Market Value (FMV) of Ford Common Stock using the closing price for Ford Motor Company Common Stock (trading the regular way on the NYSE) on or around March 2, 2017 which will be the grant date for this stock award (assuming your effective date of hire is prior to this date). The restricted stock units will vest in thirds over a three-year period, and are subject to the terms and conditions of the Ford Motor Company 2008 Long Term Incentive Plan.

**Annual Incentive Compensation Plan (bonus)<sup>3</sup>:** 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

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<sup>1</sup> If 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.

<sup>2</sup> These units will be canceled if within six months of the grant date your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law). In addition, unvested units will be forfeited if you are discharged 'for cause', or choose to terminate employment, prior to the vest dates.

<sup>3</sup> Please 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.

performance year, employees are notified of their AICP target; the present target for Canadian LL5 employees is [REDACTED]. 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.

**Annual Long Term Incentive Program (Stock Award)**<sup>4</sup>: You will be eligible to participate in the Ford annual stock award program beginning in 2018. The average stock award was [REDACTED] during the most recent grant cycle for LL5 employees on Canadian payroll. These stock awards are usually granted in March of each year in the form of time-vested restricted stock units. Stock grants under this program are subject to the terms and conditions of the 2008 Long Term Incentive Plan.

**Vacation:** You will be eligible for an enhanced vacation package which includes four (4) weeks of paid vacation in 2017. In addition, you are entitled to paid company holidays starting from your first day on the job. In 2017, there are 16 statutory and company holidays, including December 25 – 29.

**Vehicle Program:** You will be eligible for up to two lease vehicles under the terms of the Management Lease Vehicle Program.

**Ford Benefits:** Upon your hire, you will be eligible for Ford benefits, as detailed in the included materials. Please refer to these materials for information on coverage levels, enrollment requirements and other relevant information.

Your eligibility under our existing policies regarding stock awards, 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 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 by 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 December 16, 2016. Please provide your email acceptance of this offer and attach a signed copy of the Conditions of Employment and Signing Bonus Agreement on or before this date to Alyssa Andree at [aandree@ford.com](mailto:aandree@ford.com). Please also provide your full legal name, date of birth, social insurance number, and permanent mailing address. This information is used for payroll purposes. We anticipate that your effective date of hire will be March 1, 2017. Upon acceptance of this offer, please plan to provide photo identification, birth certificate, social insurance card, a void cheque, and original signed offer letter on your first day of work.

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

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<sup>4</sup> These stock grants will be canceled if within six months of the grant date, your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law).



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.

Daryl, we are pleased to offer you this opportunity to join the Ford team and look forward to your favourable response. In the event you need any additional information, please feel free to contact me.

Yours very truly,  
Ford Motor Company of Canada, Limited

A handwritten signature in black ink, appearing to read "S. Majer".

Steven Majer  
Vice President, Human Resources  
[smajer@ford.com](mailto:smajer@ford.com)  
905.845.2511 x1165

Attachment

Accept: \_\_\_\_\_

Date: \_\_\_\_\_

**TAB 22**

**TAB 22**

**TAB 22**



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**From:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=VKUSUMAKAR]  
**Sent:** 12/14/2016 1:13:59 PM  
**To:** Cristian Lambiri [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=clambiri]  
**Subject:** Fw: Clarifications to better understand the offer - Vilok Kusumakar

Sent Using BlackBerry Software, the World's Most Secure Mobility Solution.

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**From:** aandree@ford.com  
**Sent:** December 13, 2016 6:37 PM  
**To:** vkusumakar@blackberry.com  
**Cc:** cmonastr@ford.com; cgray5@ford.com; stayl151@ford.com; aandree@ford.com; smajer@ford.com  
**Subject:** Clarifications to better understand the offer - Vilok Kusumakar

Good evening Vilok,  
Please find below the answers to many of your questions. A meeting is also being set up with you on Wednesday, December 14 with Ford Motor Management to discuss further.

An amended offer letter is being prepared and will be discussed with you tomorrow.

Warm regards,

**Alyssa Andree** | HR Business Operations - Marketing, Sales & Service  
Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4  
Phone: 905.845.2511 x1118 | Email: aandree@ford.com  
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---

**From:** Vilok Kusumakar [<mailto:vkusumakar@blackberry.com>]  
**Sent:** Saturday, December 10, 2016 3:52 PM  
**To:** Andree, Alyssa (A.)  
**Cc:** Monastra, Chuck (C.P.)  
**Subject:** Clarifications to better understand the offer - Vilok Kusumakar

Hi Alyssa,  
I received my Ford offer from Chuck Gray and Chuck Monastra on 12/8. Thank you for the offer. I am trying to better understand the offer and I have 4 questions..  
Also, I would like to setup a verbal discussion to review the offer in detail with you on Monday or Tuesday. Please let me know what time is good for you.

**Q1: Accountability level mapping**

I was offered LL5. I am trying to understand how Ford levels work and how they compare to BlackBerry levels. To help learn Ford HR policies, can I get the description of each accountability levels? And Can I get what mapping rules were used? Here is what I think has been done. But I have several question marks in the table below...

### People leadership roles

BlackBerry Accountability level	BlackBerry Title	Ford Accountability Level	Ford Title
D	Team lead	LL 7?	Team lead?
E	Manager	LL 6	Supervisor
F	Senior Manager	LL 5	Manager
G	Director	LL 4	Chief Engineer?
H	Senior Director	LL4	Chief Engineer?
I	VP	LL3	?

As you may be aware that within BBRY, Director and above are treated in senior management. As a Director, I have Senior managers and managers reporting to me. And in my particular case, due to accountability, competency, role scope and complexity, I report to Chris House. Even though my title is Director, I have been doing similar job in accountability and role scope and complexity to Senior Director.

It will be unfair if we map all BlackBerry Directors and all BlackBerry Senior managers to same level in Ford. We need to look at each case individually.

- LL5s are considered a senior leaders within Ford Motor Company and represent the top 3-4% of our organizational structure. Blackberry levels do not translate directly to Ford titles and our nomenclature as it related to job titles tends to be conservative. Many Ford Managers up to LL4 (top 1% of the organization) retain Manager titles. We do not have the title Senior Director at Ford of Canada.
- It appears as though leadership levels and specific job titles are more fluid at Ford than at Blackberry. For example, scope of responsibility, accountability, complexity and span of control determine leadership levels. That said, it is possible for an LL6 manager to supervises more employees than an LL5 manager contingent on various factors.

Q2: What are the salary ranges for various accountability levels? especially LL5 and LL4. Where does my proposed salary fit in the range?

- The LL5 salary range for Canadian employees is [REDACTED] in 2016. LL4 salary ranges are not posted.

Q3: Termination of employment clause: The clause #3 in HR5092-4 refers to OESA 2000 for severance pay calculation. My current BBRY agreement has a clause which states the following. *"BBRY may terminate your employment at any time without just cause by providing you with pay in lieu of notice equivalent to 16 weeks base salary plus 3 week base salary per completed year of service, to a cumulative maximum of 12 month's base salary."*

- We will be amending offers to waive your probationary period.
- We appreciate your service with Blackberry and the compensation and vacation package you received from Ford is a recognition of that experience and service
- You are joining a new company and your Ford service date will be March 1, 2017
- Large scale separation programs are not the norm at Ford; we have not had a reduction in force since 2009
- If business needs require a reduction in force, service is only one of several components used, following specific business requirements and individual performance
- We understand your concerns and are confident that you'll have a long, productive career with Ford

Q3 a) What will be my effective start date? Will I lose my 8 years of BBRY service tenure?

- Your effective start date will be March 1, 2017. Please see additional comments above.

Q3 b) Why does Ford not match the severance calculation? I realize that we all hope and expect that it will never need to be exercised but this is a big loss of security in bad case scenario.

- Our agreement with Blackberry is not an acquisition of Blackberry employees, rather you are being given the opportunity to be hired as employees of Ford Motor Company. All new hires are subject to the Ontario Employment Standards Act.

Q4: Is annual performance review cycle at Ford Jan to Dec? When are the annual comp changes made?

- Yes, our performance review cycle is January to December. Annual compensation changes are made in July 1, 2016. You will be eligible for a base-salary merit increase in 3Q2017.

Vilok  
613-595-3703(Office)  
613-290-6635 (Mobile)

**TAB 23**

**TAB 23**

**TAB 23**



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**From:** Gray, Charles (E.) [cgray5@ford.com]  
**Sent:** 12/14/2016 1:38:37 PM  
**To:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=vkusumakar]  
**CC:** Andree, Alyssa (A.) [aandree@ford.com]; Monastr, Chuck (C.P.) [cmonastr@ford.com]  
**Subject:** Update  
**Attachments:** Offer Letter - Vilok - amended.pdf

Vilok, for our phone conversation..

**Chuck Gray**

Electrical & Electronics Systems Engineering Director  
(o) 313-206-2082 | (mobile) 313-300-3485  
Ford Motor Co. Bldg 5  
Executive Assistant Barb McClain 313-337-5729

[IM chuck](#)



**Ford Motor Company of Canada, Limited**  
**Ford du Canada Limitée**

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

December 13, 2016

Vilok Kusumakar  
4000 Innovation Drive,  
Kanata, ON K2K 3K1 Canada

Dear Vilok:

On behalf of Ford Motor Company of Canada, I am pleased to offer you the position of Senior Technical Leader – Software -Sync, Leadership Level 4 (LL4). 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 [REDACTED] per year (CAD). You will be eligible for a merit increase in 2017.

**Signing Bonus<sup>1</sup>:** An initial signing bonus of [REDACTED] will be paid in within three weeks after your effective date of hire. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

**Initial Stock Award<sup>2</sup>:** [REDACTED]  
This award will be made in the form of 100% time-vested restricted stock units of Ford Motor Company, to compensate you for certain lost stock awards at your present employer that would have vested. The quantity of restricted stock units will be determined by the Fair Market Value (FMV) of Ford Common Stock using the closing price for Ford Motor Company Common Stock (trading the regular way on the NYSE) on or around March 2, 2017 which will be the grant date for this stock award (assuming your effective date of hire is prior to this date). The restricted stock units will vest in thirds over a three-year period, and are subject to the terms and conditions of the Ford Motor Company 2008 Long Term Incentive Plan.

**Annual Incentive Compensation Plan (bonus)<sup>3</sup>:** 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

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<sup>1</sup> If 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.

<sup>2</sup> These units will be canceled if within six months of the grant date your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law). In addition, unvested units will be forfeited if you are discharged 'for cause', or choose to terminate employment, prior to the vest dates.

<sup>3</sup> Please 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.

performance year, employees are notified of their AICP target; the present target for Canadian LL4 employees is [REDACTED]. 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.

**Annual Long Term Incentive Program (Stock Award)**<sup>4</sup>: You will be eligible to participate in the Ford annual stock award program beginning in 2018. The average stock award was [REDACTED] during the most recent grant cycle for LL4 employees on Canadian payroll. These stock awards are usually granted in March of each year in the form of time-vested restricted stock units. Stock grants under this program are subject to the terms and conditions of the 2008 Long Term Incentive Plan.

**Vacation:** You will be eligible for an enhanced vacation package which includes four (4) weeks of paid vacation in 2017. In addition, you are entitled to paid company holidays starting from your first day on the job. In 2017, there are 16 statutory and company holidays, including December 25 – 29.

**Vehicle Program:** You will be eligible for up to two lease vehicles under the terms of the Management Lease Vehicle Program.

**Ford Benefits:** Upon your hire, you will be eligible for Ford benefits, as detailed in the included materials. Please refer to these materials for information on coverage levels, enrollment requirements and other relevant information.

Your eligibility under our existing policies regarding stock awards, 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 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 by 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 December 16, 2016. Please provide your email acceptance of this offer and attach a signed copy of the Conditions of Employment and Signing Bonus Agreement on or before this date to Alyssa Andree at [aandree@ford.com](mailto:aandree@ford.com). Please also provide your full legal name, date of birth, social insurance number, and permanent mailing address. This information is used for payroll purposes. We anticipate that your effective date of hire will be March 1, 2017. Upon acceptance of this offer, please plan to provide photo identification, birth certificate, social insurance card, a void cheque, and original signed offer letter on your first day of work.

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

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<sup>4</sup> These stock grants will be canceled if within six months of the grant date, your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law).



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.

Vilok, we are pleased to offer you this opportunity to join the Ford team and look forward to your favourable response. In the event you need any additional information, please feel free to contact me.

Yours very truly,  
Ford Motor Company of Canada, Limited

A handwritten signature in black ink, appearing to read "S. Majer".

Steven Majer  
Vice President, Human Resources  
[smajer@ford.com](mailto:smajer@ford.com)  
905.845.2511 x1165

Attachment

Accept: \_\_\_\_\_

Date: \_\_\_\_\_

**TAB 24**

**TAB 24**

**TAB 24**



**From:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=RMAURICE]  
**Sent:** 12/14/2016 1:52:22 PM  
**To:** Majer, Steven (S.) [smajer@ford.com]  
**CC:** Gray, Charles (E.) [cgray5@ford.com]; Taylor, Stuart (S.) [stayl151@ford.com]; Andree, Alyssa (A.) [aandree@ford.com]  
**Subject:** RE: Questions

Hi Steve,

It definitely was a pleasure to meet you and the rest of the team last week. I greatly appreciate the answers below and look forward to further sync-up on the other questions with Ford management.

As per our other thread I also appreciate the additional day to make a decision.

Thanks,  
 Rob

---

**From:** Majer, Steven (S.) [mailto:smajer@ford.com]  
**Sent:** December 13, 2016 5:33 PM  
**To:** Rob Maurice <rmaurice@blackberry.com>  
**Cc:** Gray, Charles (E.) <cgray5@ford.com>; Taylor, Stuart (S.) <stayl151@ford.com>; Andree, Alyssa (A.) <aandree@ford.com>; Majer, Steven (S.) <smajer@ford.com>  
**Subject:** RE: Questions

Hi Rob,

It was great to meet you last week. Please see below for answers to your emailed questions. We tried to be as succinct as we could. Let me know if you need any further clarification.

Thank you.

**Steve Majer**

Vice President, Human Resources, Ford of Canada  
 Phone 905-845-2511, ext. 1165; dialnet 853-1165  
 e-mail: [smajer@ford.com](mailto:smajer@ford.com)



*This communication contains confidential information. If you have received this communication in error, please notify me by return email and delete this communication immediately.*

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**From:** Rob Maurice [<mailto:rmaurice@blackberry.com>]  
**Sent:** Monday, December 12, 2016 9:28 AM  
**To:** Majer, Steven (S.)  
**Subject:** Questions

Hi Steve,

I wanted to thank you again for meeting with me last week and also presenting me with such an excellent offer. I have a few questions/concerns (and also some feedback) about the offer that perhaps you can help with.

1. Initial Stock Award. If I'm understanding correctly, on or around March 2, 2017 [REDACTED] will be made into X RSUs [REDACTED] / market price). Those will be added to the Long Term Incentive Plan. When will those vest? The start of March for the next 3 years? Or is there some other common vesting date used in the LTIP?

&#61623 The awards vest in equal tranches over a three year period – e.g. one, two and three years from the grant date

2. AICP. Normally at BlackBerry we receive our VIP bonus in late spring (early June) while at Ford it appears to be in April. During this transition it will be a little under 2 years from bonus to bonus (since the first chance will be in April 2018). This is just feedback since I realize little can be done here.

&#61623 Please speak to your Blackberry HR Business Partner for information relating to your Blackberry bonus eligibility.

&#61623 Ford's bonus plan is distributed in Q2 each year in recognition of company and individual performance for the prior year. Therefore your first bonus eligibility for Ford would be 2018.

&#61623 You will be eligible for a base-salary merit increase in 3Q2017.

3. Annual LTIP. How is it determined what an employee receives in this program (is it a fixed amount like the AICP)? Typically for the RSU's, how many years are they vested over?

&#61623 The LTIP planning values are variable, not fixed like AICP. Our LTIP provides an annual grant which vests over a three year period

4. Vacation. Although 4 weeks is shorter than my current 5 weeks, between flex dollars, company holidays and the floating holidays I believe that covers any difference and more. Definitely appreciate this.

&#61623 You are welcome

5. Vehicle Program. I appear to be part of the Management Lease Vehicle Program. However the only documentation I received was the New Vehicle Purchase Plan (which I don't believe is the same). Can I get more information on this?

&#61623 The Management Lease program allows employees to Lease vehicles from the Company (based on salary grade) at a discounted lease rate, which includes insurance and vehicle maintenance. When an Incremental Lease program is offered, employees may lease an additional vehicle. Lease terms are typically 6-12 months. Currently, LL6 employees may lease 1 regular lease vehicle and 1 incremental lease vehicle. LL5 employees may lease 2 regular lease vehicles and 1 incremental vehicle. LL4 employees may lease 1 regular lease vehicle, 1 incremental lease vehicle and are also eligible for an Executive vehicle (also includes fuel and car washes, no lease payment is required, but it is a taxable benefit). Lease rates and taxable benefit amounts vary depending on the type of vehicle and options chosen. You would be provided with information on the available vehicles, options and estimated lease payments following acceptance of the offer.

6. Intellectual Property.

a. I noticed a list of previous inventions is asked for. What is typically put here? For example I have several issued patents.

&#61623 This applies to intellectual property in which you have personal rights, not intellectual property rights which have been assigned to your employer. If the several issued patents are held by you, they should be listed.

b. Does Ford have any kind of incentive program for patents/ideas?

&#61623 Ford does have a Patent Incentive Program. The amounts are as follows:

- i. New Quality Invention Disclosure \$500
- ii. Filed patent application \$750
- iii. Issued Patents \$1000
- iv. Patent Usage \$3000
- v. Design Patent \$1000 with up to \$5000 per vehicle for each named inventor



- vi. Defense Publication \$1000
- vii. Trade Secret Usage \$4000
- viii. Technology License Income 30% of royalty income to a max of \$50,000

c. I noticed a clause asking to co-operate in the prosecution or defence after my employment. In such a case, would Ford cover cost?

&#61623 Each case would be looked at on an individual basis giving consideration to any actual expense incurred.

d. Does Ford allow employees to work on personal projects during their personal time? This is not a large concern of mine. However some BlackBerry employees do have large concerns here in this area (so more a piece of feedback).

&#61623 Employees may work on personal projects. Ford requires the assignment of intellectual property rights to Ford in work related in any way to your employment or Ford's businesses (automotive, mobility, finance, etc.), including work performed outside of standard work hours and work that is not within the particular scope of your job. Ford would, however, not take intellectual property rights in works in areas completely unrelated to your employment and Ford's businesses.

7. Seniority/Severance. I only assume no seniority carries over from BlackBerry (however some parts of the compensation such as vacation have been pro-rated as if there were). My largest concern here is severance. After so many years at BlackBerry, I have some financial security available if my employment is terminated at BlackBerry. Unfortunately I lose that security with Ford (it looks like there is nothing besides the basic coverage as outlined by the government). I would definitely be interested in feedback here since this is a large concern for me.

&#61623 We appreciate your service with Blackberry and the compensation and vacation package you received from Ford is a recognition of that experience and service

&#61623 You are joining a new company and your Ford service date will be March 1, 2017

&#61623 Large scale separation programs are not the norm at Ford; we have not had a reduction in force since 2009

&#61623 If business needs require a reduction in force, service is only one of several components used, following specific business requirements and individual performance

&#61623 We understand your concerns and are confident that you'll have a long, productive career with Ford

8. Responsibilities. For my title/level, do you have a high level outline of role/responsibilities? I would love to see a detailed overview if possible.

&#61623 A meeting is being set up with you on Wednesday, December 14 with Ford Motor Management to discuss further

9. Travel. Do you have a rough idea of how much travel is required?

&#61623 A meeting is being set up with you on Wednesday, December 14 with Ford Motor Management to discuss further

10. Hours. I assume a standard 40 hour work week (with additional work hours required when needed).

&#61623 A meeting is being set up with you on Wednesday, December 14 with Ford Motor Management to discuss further.

11. Organizational structure. I'm not sure if you can answer this yet, but do you know how I will report to and who will I interface with?

&#61623 A meeting is being set up with you on Wednesday, December 14 with Ford Motor Management to discuss further

Looking very forward to your feedback.

Thanks,

Rob



**TAB 25**

**TAB 25**

**TAB 25**

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**From:** Andree, Alyssa (A.) [aandree@ford.com]  
**Sent:** 12/14/2016 2:33:09 PM  
**To:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=vkusumakar]  
**Subject:** RE: Update  
**Attachments:** Signing Bonus Award Agreement 2016 - Vilok - Amended.pdf; Terms and Conditions of Employment - Salaried BB Hires - Amended.pdf

Vilok,

Please find attached the amended signing bonus agreement and terms of employment, based on your updated offer letter.

Warm regards,

**Alyssa Andree** | *HR Business Operations - Marketing, Sales & Service*

Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4

Phone: 905.845.2511 x1118 | Email: aandree@ford.com

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**From:** Gray, Charles (E.)  
**Sent:** Wednesday, December 14, 2016 1:39 PM  
**To:** 'vkusumakar@blackberry.com'  
**Cc:** Andree, Alyssa (A.); Monastra, Chuck (C.P.)  
**Subject:** Update

Vilok, for our phone conversation..

**Chuck Gray**

Electrical & Electronics Systems Engineering Director

(o) 313-206-2082 | (mobile) 313-300-3485

Ford Motor Co. Bldg 5

Executive Assistant Barb McClain 313-337-5729

[IM chuck](#)

This Signing Bonus Agreement (“Agreement”) is entered into the date set out below between Ford Motor Company of Canada, Limited, an Ontario corporation (“Ford”) and the Employee executing this Agreement below (“Employee”).

Ford has determined to provide Employee, in accordance with the terms of this Agreement, with a bonus upon Employee’s commencement of employment with the Company pursuant to the Company Conditions of Employment for Salaried Non-bargaining Unit Employees in Ontario who were previously employed by Blackberry, including the Confidential Information and Inventions Assignment Agreement Addendum. In exchange for acceptance of this bonus, Employee agrees to comply with the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the undertakings below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions specified below, within three (3) weeks after the Employee commences employment with Ford, Ford will pay to Employee a bonus in the amount of: [REDACTED] (the “Signing Bonus”).
2. The Signing Bonus is subject to federal, provincial and local laws, and Ford will withhold from the Signing Bonus all amounts as required by such laws, including but not limited to, all applicable taxes, withholdings, garnishments, court orders or other attachments and deductions.
3. In the event Employee’s employment with Ford ends prior to one year from commencement of the Employee’s employment with Ford for any reason other than (i) Employee’s death; or (ii) discharge by Ford as part of a reduction by Ford of its workforce; Employee shall, within fifteen (15) days of the date of Employee’s last day of employment with Ford, repay the Signing Bonus to Ford. Employee shall repay the Signing Bonus by making a certified or personal cheque for the full amount of the Signing Bonus payable to Ford Motor Company of Canada, Limited including the Employee’s name and Global Personal Identifier on the cheque and mail the cheque to:

Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, ON L6J 5E4

In the event of untimely repayment of the Signing Bonus, Employee further agrees to pay to Ford interest on any unpaid balance of the Signing Bonus at a rate of 10% per annum, to the extent permitted by law, from the due date (fifteen days of the Employee’s last day of employment with Ford).

4. If Ford takes action to enforce its rights under this Agreement through any legal proceeding or other collection action of any type or sort, then Employee agrees to pay, in addition to the Signing Bonus, all reasonable expenses of collection, including, without limitation, reasonable legal fees and costs, and those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.
5. By executing this Agreement, Employee provides Ford with full, free and written consent and authorization to deduct from Employee’s wages and/or any other monies owed by Ford to Employee including, but not limited to, any termination package or other termination payment, the Signing Bonus received by Employee from Ford under this Agreement where Employee is required to repay the Signing Bonus to Ford as provided for under Section 3 above.

6. This Agreement may be executed in counterparts, and together, both counterparts will constitute one fully executed Agreement. This Agreement will be governed by and interpreted under Ontario law, without regard to conflict of law principles. Subject to the following sentence, this Agreement will be binding on the parties' successors and assigns. Employee may not assign his/her rights under this Agreement to any person without the prior written consent of Ford. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Agreement. This Agreement may only be modified by a writing executed by both Ford and Employee.

7. This Agreement is made with the full and free consent of Employee without intimidation or fear of discharge or any adverse consequence for refusing to execute this Agreement and agree to its terms. Employee has been given the opportunity to review this Agreement and obtain legal advice if he/she so chooses. Nothing in this Agreement or any documents or instruments delivered in connection with this Agreement modifies in any way, except as expressly provided herein, the terms and conditions of the employment relationship between Ford and Employee. This Agreement sets forth the entire agreement between the parties concerning the subject matter of the Signing Bonus and this Agreement, and supersedes any prior agreements or understandings with respect to the matter of the Signing Bonus. In the event of any conflict between this Agreement and any other document or discussion pertaining to the Signing Agreement, this Agreement prevails.

8. By signing name below and clicking "save", I agree to the terms and conditions of this Agreement. I further acknowledge and understand that I have voluntarily agreed to complete this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date of the employee electronic signature.

**Employee**

**Ford Motor Company of Canada, Limited**  
By:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Its: Authorized Agent

*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.
3. **The Company may terminate my employment at any time for any reason 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.**
4. 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.
5. 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.
6. 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.
7. 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.
8. 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*

9. 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.
10. 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.
11. I authorize Ford of Canada (and third parties acting on its behalf) (collectively, "Ford") to obtain a background report or other information from any educational institution, employer, law enforcement authority, credit reporting agency, credit bureau or credit grantor or other individual having relevant information concerning you (the "Organizations") (which may require disclosure of certain information and authorize the disclosure, exchanging, holding and using of such information between Ford and the Organizations in order for Ford to evaluate and make a decision with respect to my employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Representative Signature

\_\_\_\_\_  
Date

**TAB 26**

**TAB 26**

**TAB 26**

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**From:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=RMAURICE]  
**Sent:** 12/14/2016 3:35:35 PM  
**To:** Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=zracz]  
**Subject:** RE: Confidential

Just an update that Chuck spoke up on the thread with Steve. After a set of really quick back and forth, I have a meeting with him tomorrow.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 14, 2016 1:41 PM  
**To:** Zoltan Racz <zracz@blackberry.com>  
**Subject:** RE: Confidential

Hi Zoltan,

Just a FYI that I heard back from Steve late yesterday with some answers.

According to Steve I'm supposed to meet with Ford management at some point today to answer some of my questions, but have yet to see an invite.

Steve gave me an additional day to make a decision.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 13, 2016 4:03 PM  
**To:** Zoltan Racz <[zracz@blackberry.com](mailto:zracz@blackberry.com)>  
**Subject:** RE: Confidential

Thanks Zoltan.

Agreed on the pension plan. It's not one that I'm intending to win, but more flagging it to see what is possible. 😊

Cheers,  
Rob

---

**From:** Zoltan Racz  
**Sent:** December 13, 2016 4:00 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Confidential

Rob,  
One last thing.

Yes, I realize the pension plan thing would be nice, but, it's already a slightly better deal where a Silver transferred employee would get a 90% match up to 5% of their contribution into an RRSP and a 2% unconditional contribution into a Ford plan.

So, net-net, still a plus, albeit not as nice as with full bridging.



One thing, I don't think Ford is indenting to terminating anyone, considering the effort they are going through to acquire the team, but I hear your concern.

Zoltan

---

**From:** Zoltan Racz

**Sent:** Tuesday, December 13, 2016 3:54 PM

**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>

**Subject:** RE: Confidential

Rob,

Do you mind if I also try to help in this? Perhaps share the gist of this to Ford through my channels?

I want to make sure you folks are happy in the end.

I can for sure indicate to you what I know today:

- Location: it will be in the Kitchener-Waterloo area, within reasonable commute distance to what you have now.
- Legislation prevents enforcing people to commute without giving a job-choice.
- Role/Responsibility: you will be the Connectivity Manager (BT/USB) dev, pre-cert, test, doing from what I can tell, roughly the same set of responsibilities as today. You will be reporting into my organization at Ford (this may be subject to re-org, but I am making a strong case for an initial moratorium).

Thanks,

Zoltan

---

**From:** Rob Maurice

**Sent:** Tuesday, December 13, 2016 3:45 PM

**To:** Zoltan Racz <[zracz@blackberry.com](mailto:zracz@blackberry.com)>

**Subject:** RE: Confidential

Hi Zoltan,

No worries and always appreciate your support.

The biggest concern (which is probably quite common) is seniority/severance. Many areas they pro-rated items based on seniority (which I greatly appreciate), however there is no terms for severance. I have a general concern that critical mass may not be achieved for people moving over (some people are not quite sold on it) or there may be some other reason that Ford may decide to cancel the effort. In that case, I stand to lose quite a bit (even any initial bonuses). I realize Ford is a huge company, but the resources in the offices here are small (to start). If Ford decides that there are not enough people to be effective (or any random reason), I have nothing to stand on. If Ford is confident on the other hand, they should not be reluctant to add something (which can decline over the years). I definitely don't expect a match here, but something more then 2 weeks.

Other item is no location mentioned. Once again concerns if there is not enough critical mass in offices, we will need to relocate. I would rather not need to commute to Mississauga (or their Oakville office).

Then in general, role/responsibilities/organization (they should have a rough idea what I'll be doing).

Lots of other little questions/requests (e.g. would be nice to see seniority applied to their pension plan), but the above are the big three.

Outside of that, overall compensation/vacation/perks seems ok/great (nothing bad).

I've chatted with Rebecca on our side as well.

Cheers,  
Rob

---

**From:** Zoltan Racz  
**Sent:** December 13, 2016 3:24 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: Confidential

Rob,  
Thank you. If you don't mind, what kind of feedback/requests you have?  
While this is a personal matter, I would like to see if I can help.  
Zoltan

---

**From:** Rob Maurice  
**Sent:** Tuesday, December 13, 2016 3:19 PM  
**To:** Zoltan Racz <[zracz@blackberry.com](mailto:zracz@blackberry.com)>  
**Subject:** Confidential

Hi Zoltan,

Just wanted to give you a heads up that I gave Ford feedback yesterday morning on the offer and have yet to hear back (there are a few things that really need to be added/cleared up). At this rate I'll most likely need to ask them to push the deadline out.

Thanks,  
Rob

**TAB 27**

**TAB 27**

**TAB 27**

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**From:** Andree, Alyssa (A.) [aandree@ford.com]  
**Sent:** 12/14/2016 5:44:06 PM  
**To:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=dmartin]  
**Subject:** Updated Documents  
**Attachments:** Signing Bonus Award Agreement 2016 - Daryl - Amended.pdf; Terms and Conditions of Employment - Salaried BB Hires - Amended.pdf

Good afternoon Daryl,

I hope that you found your conversation with Chuck today helpful. I have attached the relevant updated documents for your review.

Please do not hesitate to let us know if you have any questions or concerns.

I look forward to hearing from you,

**Alyssa Andree** | HR Business Operations - Marketing, Sales & Service  
Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4  
Phone: 905.845.2511 x1118 | Email: aandree@ford.com

**NOTICE OF CONFIDENTIALITY**

*This communication including any information transmitted with it is intended only for the use of the addressees and is confidential. If you are not an intended recipient or responsible for delivering the message to an intended recipient, any review, disclosure, conversion to hard copy, dissemination, reproduction or other use of any part of this communication is strictly prohibited, as is the taking or omitting of any action in reliance upon this communication. If you receive this communication in error or without authorization, please notify us immediately by return e-mail or otherwise and permanently delete the entire communication from any computer, disk drive, or other storage medium.*

This Signing Bonus Agreement (“Agreement”) is entered into the date set out below between Ford Motor Company of Canada, Limited, an Ontario corporation (“Ford”) and the Employee executing this Agreement below (“Employee”).

Ford has determined to provide Employee, in accordance with the terms of this Agreement, with a bonus upon Employee’s commencement of employment with the Company pursuant to the Company Conditions of Employment for Salaried Non-bargaining Unit Employees in Ontario who were previously employed by Blackberry, including the Confidential Information and Inventions Assignment Agreement Addendum. In exchange for acceptance of this bonus, Employee agrees to comply with the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the undertakings below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions specified below, within three (3) weeks after the Employee commences employment with Ford, Ford will pay to Employee a bonus in the amount of: [REDACTED] (the “Signing Bonus”).
2. The Signing Bonus is subject to federal, provincial and local laws, and Ford will withhold from the Signing Bonus all amounts as required by such laws, including but not limited to, all applicable taxes, withholdings, garnishments, court orders or other attachments and deductions.
3. In the event Employee’s employment with Ford ends prior to one year from commencement of the Employee’s employment with Ford for any reason other than (i) Employee’s death; or (ii) discharge by Ford as part of a reduction by Ford of its workforce; Employee shall, within fifteen (15) days of the date of Employee’s last day of employment with Ford, repay the Signing Bonus to Ford. Employee shall repay the Signing Bonus by making a certified or personal cheque for the full amount of the Signing Bonus payable to Ford Motor Company of Canada, Limited including the Employee’s name and Global Personal Identifier on the cheque and mail the cheque to:

Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, ON L6J 5E4

In the event of untimely repayment of the Signing Bonus, Employee further agrees to pay to Ford interest on any unpaid balance of the Signing Bonus at a rate of 10% per annum, to the extent permitted by law, from the due date (fifteen days of the Employee’s last day of employment with Ford).

4. If Ford takes action to enforce its rights under this Agreement through any legal proceeding or other collection action of any type or sort, then Employee agrees to pay, in addition to the Signing Bonus, all reasonable expenses of collection, including, without limitation, reasonable legal fees and costs, and those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.
5. By executing this Agreement, Employee provides Ford with full, free and written consent and authorization to deduct from Employee’s wages and/or any other monies owed by Ford to Employee including, but not limited to, any termination package or other termination payment, the Signing Bonus received by Employee from Ford under this Agreement where Employee is required to repay the Signing Bonus to Ford as provided for under Section 3 above.

6. This Agreement may be executed in counterparts, and together, both counterparts will constitute one fully executed Agreement. This Agreement will be governed by and interpreted under Ontario law, without regard to conflict of law principles. Subject to the following sentence, this Agreement will be binding on the parties' successors and assigns. Employee may not assign his/her rights under this Agreement to any person without the prior written consent of Ford. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Agreement. This Agreement may only be modified by a writing executed by both Ford and Employee.

7. This Agreement is made with the full and free consent of Employee without intimidation or fear of discharge or any adverse consequence for refusing to execute this Agreement and agree to its terms. Employee has been given the opportunity to review this Agreement and obtain legal advice if he/she so chooses. Nothing in this Agreement or any documents or instruments delivered in connection with this Agreement modifies in any way, except as expressly provided herein, the terms and conditions of the employment relationship between Ford and Employee. This Agreement sets forth the entire agreement between the parties concerning the subject matter of the Signing Bonus and this Agreement, and supersedes any prior agreements or understandings with respect to the matter of the Signing Bonus. In the event of any conflict between this Agreement and any other document or discussion pertaining to the Signing Agreement, this Agreement prevails.

8. By signing name below and clicking "save", I agree to the terms and conditions of this Agreement. I further acknowledge and understand that I have voluntarily agreed to complete this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date of the employee electronic signature.

**Employee**

**Ford Motor Company of Canada, Limited**  
By:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Its: Authorized Agent

*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.
3. **The Company may terminate my employment at any time for any reason 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.**
4. 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.
5. 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.
6. 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.
7. 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.
8. 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*

9. 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.
10. 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.
11. I authorize Ford of Canada (and third parties acting on its behalf) (collectively, "Ford") to obtain a background report or other information from any educational institution, employer, law enforcement authority, credit reporting agency, credit bureau or credit grantor or other individual having relevant information concerning you (the "Organizations") (which may require disclosure of certain information and authorize the disclosure, exchanging, holding and using of such information between Ford and the Organizations in order for Ford to evaluate and make a decision with respect to my employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Representative Signature

\_\_\_\_\_  
Date



**TAB 28**

**TAB 28**

**TAB 28**

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**From:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=DMARTIN]  
**Sent:** 12/14/2016 6:15:39 PM  
**To:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=rmaurice]  
**Subject:** RE: I finally heard back.

Haha yay! I'm glad you get some time with Chuck. He is a calming voice of reason :)

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Wednesday, December 14, 2016 3:33 PM  
**To:** Daryl Martin <dmartin@blackberry.com>  
**Subject:** RE: I finally heard back.

I'm on for 3:00 tomorrow with Chuck. Once he jumped on the thread, he's quick with the answers. 😊

Of course we're doing our team holiday event thing tomorrow afternoon. Just means I need to take a break from throwing axes to talk to them.

---

**From:** Daryl Martin  
**Sent:** December 14, 2016 10:35 AM  
**To:** Rob Maurice <rmaurice@blackberry.com>  
**Subject:** RE: I finally heard back.

Those are my exact issues :)

Fun times!

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Wednesday, December 14, 2016 10:34 AM  
**To:** Daryl Martin <dmartin@blackberry.com>  
**Subject:** RE: I finally heard back.

Very nicely said. My first one was shorter. 😊 He emailed back and asked nicely if I was willing to share some of my concerns. I flagged my top three (severance, location, role/responsibilities/org). He said he would bring them up with Ford. However he said location would be K-W and role/responsibilities would be similar to what I do now. I said that's great, but I want that in writing on the offer. 😊

Cheers,  
Rob

---

**From:** Daryl Martin  
**Sent:** December 14, 2016 10:31 AM  
**To:** Rob Maurice <rmaurice@blackberry.com>  
**Subject:** RE: I finally heard back.

I'm in the process of e-mailing Zoltan now :) Thoughts?

<Zoltan Email>

"I sent off 21 questions in total to Ford on Friday and Sunday and I got response last night to some of them. For a lot of the questions I had, with regards to job role and responsibilities, I was told that I would be meeting with Ford Management to discuss further but it looks like the meeting with Chuck & Stuart was cancelled today. My current offer expires tomorrow I believe and I don't have enough information to make an informed decision.

I'm not emailing you to do anything, since this negotiation is between me and Ford, but I wanted to give you an update as a courtesy so you don't get blindsided in case there are others within BlackBerry having a difficult time with their offers

I'm still optimistic this will work out in the end and that once our leadership team is engaged we can work to make this process simpler in January!"

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Wednesday, December 14, 2016 10:22 AM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: I finally heard back.

Yeah. He'll share what he hears back.

I told him he really should chat with Zoltan and tell Zoltan to get an open conversation going with everyone. I would feel terrible for Zoltan if this all falls apart at the first step of offers. I realize we can't share specifics, but what you/I (and Philipp) having been sharing are all common concerns (e.g. Philipp is on the whole no severance boat as well).

Cheers,  
Rob

---

**From:** Daryl Martin  
**Sent:** December 14, 2016 10:19 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: I finally heard back.

Well that's great to hear :)

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Rob Maurice  
**Sent:** Wednesday, December 14, 2016 10:19 AM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: I finally heard back.

Looks like Philipp got a slot today that wasn't cancelled.

---

**From:** Daryl Martin  
**Sent:** December 14, 2016 9:16 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** Re: I finally heard back.

Hah yeah really eh?

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 14, 2016 9:03 AM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** RE: I finally heard back.

Nope nothing yet here. ☹️

If they can't handle 15 people, I can't wait to see how this goes in January. 😊

---

**From:** Daryl Martin  
**Sent:** December 14, 2016 9:00 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** Re: I finally heard back.

Well now I'm in the same boat as you, my meeting was canceled this morning :). Or did they give you my slot?  
Haha

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 13, 2016 9:09 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: I finally heard back.

Ah OK.

Yep reminded Steve no invite here yet. :)

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 13, 2016 8:59 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** Re: I finally heard back.

It gets us diddly, just looks like something on paper as a talking point. :).

You should ask about that, sounds like they are doing meetings tomorrow (explains my 15 min) so make sure you get time.

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 13, 2016 8:57 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: I finally heard back.

Nice. Didn't hear about the probation period waved. Forgot to ask about that. What does that get us anyway? I don't think it was holding anything back.

Nothing yet... waiting for it.

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 13, 2016 8:55 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** Re: I finally heard back.

It sounds like severance won't come over but we get the probation period waved?

Ah, so that's what my meeting is. Did you get an invite for chuck and Stuart?

Same, one more day :)

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 13, 2016 8:47 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: I finally heard back.

Sounds good.

Yeah I did. Lots of words. No real answers especially on the severance part. Supposedly I'm to meet with Ford management tomorrow for clarification on my role, hours, org, travel.

I got an extra day for my decision. :P

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 13, 2016 8:42 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** I finally heard back.

I'm guessing you will to. We should sync in the afternoon tomorrow.

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

**TAB 29**

**TAB 29**

**TAB 29**



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**From:** Andree, Alyssa (A.) [aandree@ford.com]  
**Sent:** 12/15/2016 10:12:03 AM  
**To:** Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=vkusumakar]  
**Subject:** RE: Update  
**Attachments:** Offer Letter - Vilok - amended2.pdf

Good morning Vilok,

For further clarification, under the current policy, Leadership Level 4 (LL4) and above employees are assigned Executive Evaluation ("E") vehicles, with fuel and weekly car washes (max \$10) at no cost to the employee.

In addition, the Management Lease program allows employees to Lease vehicles from the Company (based on salary grade) at a discounted lease rate, which includes insurance and vehicle maintenance. When an Incremental Lease program is offered, employees may lease an additional vehicle. Lease terms are typically 6-12 months. Lease rates and taxable benefit amounts vary depending on the type of vehicle and options chosen. You will be provided with information on the available vehicles, options and estimated lease payments following acceptance of the offer.

I have updated your offer letter reflect the clarifications under the management lease program.

Warm regards,

**Alyssa Andree** | *HR Business Operations - Marketing, Sales & Service*  
Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4  
Phone: 905.845.2511 x1118 | Email: aandree@ford.com

---

**From:** Vilok Kusumakar [mailto:vkusumakar@blackberry.com]  
**Sent:** Wednesday, December 14, 2016 9:56 PM  
**To:** Andree, Alyssa (A.)  
**Subject:** FW: Update

Hi Alyssa, Not a huge deal but I think to align to LL4, the vehicle program section of the offer should be updated to "eligible for up to **three** lease vehicles".

Chuck mentioned verbally that it should be 3 vehicles.

So, if you can please correct the document and send me then I can send you signed copy back.

p.s. I am not sure if I will ever need to use 3 vehicles but want to make sure that the offer is correct and consistent with rules for LL4.

Vilok  
613-595-3703(Office)  
613-290-6635 (Mobile)

---

**From:** Gray, Charles (E.) [mailto:cgray5@ford.com]  
**Sent:** Wednesday, December 14, 2016 1:39 PM  
**To:** Vilok Kusumakar <vkusumakar@blackberry.com>  
**Cc:** Andree, Alyssa (A.) <aandree@ford.com>; Monastra, Chuck (C.P.) <cmonastr@ford.com>  
**Subject:** Update

Vilok, for our phone conversation..

**Chuck Gray**

Electrical & Electronics Systems Engineering Director  
(o) 313-206-2082 | (mobile) 313-300-3485  
Ford Motor Co. Bldg 5  
Executive Assistant Barb McClain 313-337-5729

IM chuck

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**Ford Motor Company of Canada, Limited**  
**Ford du Canada Limitée**

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

December 13, 2016

Vilok Kusumakar  
4000 Innovation Drive,  
Kanata, ON K2K 3K1 Canada

Dear Vilok:

On behalf of Ford Motor Company of Canada, I am pleased to offer you the position of Senior Technical Leader – Software -Sync, Leadership Level 4 (LL4). 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 [REDACTED] per year (CAD). You will be eligible for a merit increase in 2017.

**Signing Bonus<sup>1</sup>:** An initial signing bonus of [REDACTED] will be paid in within three weeks after your effective date of hire. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

**Initial Stock Award<sup>2</sup>:** [REDACTED]  
This award will be made in the form of 100% time-vested restricted stock units of Ford Motor Company, to compensate you for certain lost stock awards at your present employer that would have vested. The quantity of restricted stock units will be determined by the Fair Market Value (FMV) of Ford Common Stock using the closing price for Ford Motor Company Common Stock (trading the regular way on the NYSE) on or around March 2, 2017 which will be the grant date for this stock award (assuming your effective date of hire is prior to this date). The restricted stock units will vest in thirds over a three-year period, and are subject to the terms and conditions of the Ford Motor Company 2008 Long Term Incentive Plan.

**Annual Incentive Compensation Plan (bonus)<sup>3</sup>:** 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

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<sup>1</sup> If 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.

<sup>2</sup> These units will be canceled if within six months of the grant date your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law). In addition, unvested units will be forfeited if you are discharged 'for cause', or choose to terminate employment, prior to the vest dates.

<sup>3</sup> Please 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.

performance year, employees are notified of their AICP target; the present target for Canadian LL4 employees is [REDACTED]. 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.

**Annual Long Term Incentive Program (Stock Award)**<sup>4</sup>: You will be eligible to participate in the Ford annual stock award program beginning in 2018. The average stock award was [REDACTED] during the most recent grant cycle for LL4 employees on Canadian payroll. These stock awards are usually granted in March of each year in the form of time-vested restricted stock units. Stock grants under this program are subject to the terms and conditions of the 2008 Long Term Incentive Plan.

**Vacation:** You will be eligible for an enhanced vacation package which includes four (4) weeks of paid vacation in 2017. In addition, you are entitled to paid company holidays starting from your first day on the job. In 2017, there are 16 statutory and company holidays, including December 25 – 29.

**Vehicle Program:** You will be eligible for up to two management lease vehicles and one incremental lease vehicle under the terms of the Management Lease Vehicle Program.

**Ford Benefits:** Upon your hire, you will be eligible for Ford benefits, as detailed in the included materials. Please refer to these materials for information on coverage levels, enrollment requirements and other relevant information.

Your eligibility under our existing policies regarding stock awards, 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 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 by 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 December 16, 2016. Please provide your email acceptance of this offer and attach a signed copy of the Conditions of Employment and Signing Bonus Agreement on or before this date to Alyssa Andree at [aandree@ford.com](mailto:aandree@ford.com). Please also provide your full legal name, date of birth, social insurance number, and permanent mailing address. This information is used for payroll purposes. We anticipate that your effective date of hire will be March 1, 2017. Upon acceptance of this offer, please plan to provide photo identification, birth certificate, social insurance card, a void cheque, and original signed offer letter on your first day of work.

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

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<sup>4</sup> These stock grants will be canceled if within six months of the grant date, your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law).



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.

Vilok, we are pleased to offer you this opportunity to join the Ford team and look forward to your favourable response. In the event you need any additional information, please feel free to contact me.

Yours very truly,  
Ford Motor Company of Canada, Limited

A handwritten signature in black ink, appearing to read "S. Majer".

Steven Majer  
Vice President, Human Resources  
[smajer@ford.com](mailto:smajer@ford.com)  
905.845.2511 x1165

Attachment

Accept: \_\_\_\_\_

Date: \_\_\_\_\_

**TAB 30**

**TAB 30**

**TAB 30**



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**From:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=DMARTIN]  
**Sent:** 12/15/2016 12:13:22 PM  
**To:** Andree, Alyssa (A.) [aandree@ford.com]  
**Subject:** RE: Updated Documents  
**Attachments:** ford\_documents\_signed.pdf

Alyssa,

Thanks for sending over the documents, much appreciated.

The conversation with Chuck was very helpful and pushed me over the edge, so I will be accepting the offer. I've attached signed copies of the documents for you and please let me know if you need anything else and where I should send the physical copies.

Thanks!

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

---

**From:** Andree, Alyssa (A.) [mailto:aandree@ford.com]  
**Sent:** Wednesday, December 14, 2016 5:44 PM  
**To:** Daryl Martin <dmartin@blackberry.com>  
**Subject:** Updated Documents

Good afternoon Daryl,

I hope that you found your conversation with Chuck today helpful. I have attached the relevant updated documents for your review.

Please do not hesitate to let us know if you have any questions or concerns.

I look forward to hearing from you,

**Alyssa Andree** | HR Business Operations - Marketing, Sales & Service  
Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4  
Phone: 905.845.2511 x1118 | Email: aandree@ford.com

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**SIGNING BONUS AGREEMENT**

This Signing Bonus Agreement (“Agreement”) is entered into the date set out below between Ford Motor Company of Canada, Limited, an Ontario corporation (“Ford”) and the Employee executing this Agreement below (“Employee”).

Ford has determined to provide Employee, in accordance with the terms of this Agreement, with a bonus upon Employee’s commencement of employment with the Company pursuant to the Company Conditions of Employment for Salaried Non-bargaining Unit Employees in Ontario who were previously employed by Blackberry, including the Confidential Information and Inventions Assignment Agreement Addendum. In exchange for acceptance of this bonus, Employee agrees to comply with the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the undertakings below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions specified below, within three (3) weeks after the Employee commences employment with Ford, Ford will pay to Employee a bonus in the amount of: [REDACTED] (the “Signing Bonus”).
2. The Signing Bonus is subject to federal, provincial and local laws, and Ford will withhold from the Signing Bonus all amounts as required by such laws, including but not limited to, all applicable taxes, withholdings, garnishments, court orders or other attachments and deductions.
3. In the event Employee’s employment with Ford ends prior to one year from commencement of the Employee’s employment with Ford for any reason other than (i) Employee’s death; or (ii) discharge by Ford as part of a reduction by Ford of its workforce; Employee shall, within fifteen (15) days of the date of Employee’s last day of employment with Ford, repay the Signing Bonus to Ford. Employee shall repay the Signing Bonus by making a certified or personal cheque for the full amount of the Signing Bonus payable to Ford Motor Company of Canada, Limited including the Employee’s name and Global Personal Identifier on the cheque and mail the cheque to:

Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, ON L6J 5E4

In the event of untimely repayment of the Signing Bonus, Employee further agrees to pay to Ford interest on any unpaid balance of the Signing Bonus at a rate of 10% per annum, to the extent permitted by law, from the due date (fifteen days of the Employee’s last day of employment with Ford).

4. If Ford takes action to enforce its rights under this Agreement through any legal proceeding or other collection action of any type or sort, then Employee agrees to pay, in addition to the Signing Bonus, all reasonable expenses of collection, including, without limitation, reasonable legal fees and costs, and those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.
5. By executing this Agreement, Employee provides Ford with full, free and written consent and authorization to deduct from Employee’s wages and/or any other monies owed by Ford to Employee including, but not limited to, any termination package or other termination payment, the Signing Bonus received by Employee from Ford under this Agreement where Employee is required to repay the Signing Bonus to Ford as provided for under Section 3 above.

**SIGNING BONUS AGREEMENT**

6. This Agreement may be executed in counterparts, and together, both counterparts will constitute one fully executed Agreement. This Agreement will be governed by and interpreted under Ontario law, without regard to conflict of law principles. Subject to the following sentence, this Agreement will be binding on the parties' successors and assigns. Employee may not assign his/her rights under this Agreement to any person without the prior written consent of Ford. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Agreement. This Agreement may only be modified by a writing executed by both Ford and Employee.

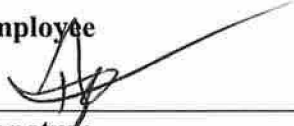
7. This Agreement is made with the full and free consent of Employee without intimidation or fear of discharge or any adverse consequence for refusing to execute this Agreement and agree to its terms. Employee has been given the opportunity to review this Agreement and obtain legal advice if he/she so chooses. Nothing in this Agreement or any documents or instruments delivered in connection with this Agreement modifies in any way, except as expressly provided herein, the terms and conditions of the employment relationship between Ford and Employee. This Agreement sets forth the entire agreement between the parties concerning the subject matter of the Signing Bonus and this Agreement, and supersedes any prior agreements or understandings with respect to the matter of the Signing Bonus. In the event of any conflict between this Agreement and any other document or discussion pertaining to the Signing Agreement, this Agreement prevails.

8. By signing name below and clicking "save", I agree to the terms and conditions of this Agreement. I further acknowledge and understand that I have voluntarily agreed to complete this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date of the employee electronic signature.

Employee

Signature



**Ford Motor Company of Canada, Limited**  
By:

Its: Authorized Agent



**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.
3. **The Company may terminate my employment at any time for any reason 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.**
4. My salary will be calculated up to and including the 15<sup>th</sup> 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.
5. 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.
6. 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.
7. 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.
8. 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*

- 9. 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.
- 10. 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.
- 11. I authorize Ford of Canada (and third parties acting on its behalf) (collectively, "Ford") to obtain a background report or other information from any educational institution, employer, law enforcement authority, credit reporting agency, credit bureau or credit grantor or other individual having relevant information concerning you (the "Organizations") (which may require disclosure of certain information and authorize the disclosure, exchanging, holding and using of such information between Ford and the Organizations in order for Ford to evaluate and make a decision with respect to my employment.

  
 \_\_\_\_\_  
 Employee Signature

Dec 14<sup>th</sup> / 2016  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Human Resources Representative Signature

\_\_\_\_\_  
 Date

**TAB 31**

**TAB 31**

**TAB 31**

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**From:** Rob Maurice [REDACTED]  
**Sent:** 12/15/2016 9:38:36 PM  
**To:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=rmaurice]  
**Subject:** RE: Questions  
**Attachments:** SignedDocuments.pdf

---

**From:** Rob Maurice [mailto:rmaurice@blackberry.com]  
**Sent:** Thursday, December 15, 2016 9:05 PM  
**To:** Rob Maurice  
**Subject:** Fw: Questions

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

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**From:** [aandree@ford.com](mailto:aandree@ford.com)  
**Sent:** December 15, 2016 3:49 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Cc:** [cmonastr@ford.com](mailto:cmonastr@ford.com); [smajer@ford.com](mailto:smajer@ford.com)  
**Subject:** RE: Questions

Good afternoon Rob,  
I apologize for the delay, please find attached the updated documents as discussed.

Warm regards,

**Alyssa Andree** | *HR Business Operations - Marketing, Sales & Service*  
Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4  
Phone: 905.845.2511 x1118 | Email: [aandree@ford.com](mailto:aandree@ford.com)

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**From:** Rob Maurice [mailto:rmaurice@blackberry.com]  
**Sent:** Thursday, December 15, 2016 3:46 PM  
**To:** Andree, Alyssa (A.)  
**Subject:** FW: Questions

Hi Alyssa,

It was great to meet you last Friday. Would it be possible to get an updated version of the offer with location and other changes? Had a great call with Chuck today. He mentioned probation time had also been removed as well.

Thanks in advance,  
Rob

**From:** Majer, Steven (S.) [<mailto:smajer@ford.com>]  
**Sent:** December 14, 2016 2:36 PM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Cc:** Gray, Charles (E.) <[cgray5@ford.com](mailto:cgray5@ford.com)>; Taylor, Stuart (S.) <[stayl151@ford.com](mailto:stayl151@ford.com)>; Andree, Alyssa (A.) <[aandree@ford.com](mailto:aandree@ford.com)>; Majer, Steven (S.) <[smajer@ford.com](mailto:smajer@ford.com)>  
**Subject:** RE: Questions

Hello Rob,  
 Here are the answers to the additional questions:

1. Can location (Waterloo) be added to the offer?

Yes we can amend the offer to reflect Waterloo as the work location. I will ask Alyssa to update and send to you.

2. I would be curious to know how the annual merit review works.

Ford utilizes Related Work Groups (RWGs) to gather input from multiple perspectives providing a broad view of an employee's strengths, areas of improvement and overall performance relative to their peers.

Employees are then provided a ranking, measuring both performance to objectives and the practice of ONE Ford Expected Behaviors. This relative ranking, combined with the business performance to objective, is used to determine an employee's merit and bonus allocation.

3. I would like to see my current seniority at BlackBerry applied to the defined pension plan.

We appreciate your service with BlackBerry and the compensation and vacation package you received from Ford is a recognition of that experience and service. In terms of the pension plan, we believe that the defined contribution plan in the offer even with the new hire contribution rate is a significant improvement to BlackBerry.

Again, please let me know if you have any additional questions.

Talk to you soon...

**Steve Majer**

Vice President, Human Resources, Ford of Canada  
 Phone 905-845-2511, ext. 1165; dialnet 853-1165  
 e-mail: [smajer@ford.com](mailto:smajer@ford.com)



*This communication contains confidential information. If you have received this communication in error, please notify me by return email and delete this communication immediately.*

**From:** Rob Maurice [<mailto:rmaurice@blackberry.com>]  
**Sent:** Tuesday, December 13, 2016 9:07 PM  
**To:** Majer, Steven (S.)  
**Subject:** Re: Questions

Thanks Steve for taking the time to respond.

Would you be able to answer the other three questions below as well (the ones I sent in the afternoon)?

Looking forward to meeting with Ford management. I have yet to receive an invite but will keep a watch for it.

Thanks,  
Rob

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

**From:** [smajer@ford.com](mailto:smajer@ford.com)  
**Sent:** December 13, 2016 8:20 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** RE: Questions

Rob, I think an extra day is certainly reasonable. Let me know if that works...

**Steve Majer**

Vice President, Human Resources, Ford of Canada  
 Phone 905-845-2511, ext. 1165; dialnet 853-1165  
 e-mail: [smajer@ford.com](mailto:smajer@ford.com)



*This communication contains confidential information. If you have received this communication in error, please notify me by return email and delete this communication immediately.*

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**From:** Rob Maurice [<mailto:rmaurice@blackberry.com>]  
**Sent:** Tuesday, December 13, 2016 3:38 PM  
**To:** Majer, Steven (S.)  
**Subject:** RE: Questions

Hi Steve,

I will most likely require additional time based on the feedback below. Let me know if that is possible.

Appreciate the support.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 12, 2016 3:23 PM  
**To:** 'smajer@ford.com' <[smajer@ford.com](mailto:smajer@ford.com)>  
**Subject:** RE: Questions

Hi Steve,

A few more questions to add:



1. Can location (Waterloo) be added to the offer?
2. I would be curious to know how the annual merit review works.
3. I would like to see my current seniority at BlackBerry applied to the defined pension plan.

Thanks,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 12, 2016 9:28 AM  
**To:** 'smajer@ford.com' <[smajer@ford.com](mailto:smajer@ford.com)>  
**Subject:** Questions

Hi Steve,

I wanted to thank you again for meeting with me last week and also presenting me with such an excellent offer. I have a few questions/concerns (and also some feedback) about the offer that perhaps you can help with.

1. Initial Stock Award. If I'm understanding correctly, on or around March 2, 2017 [REDACTED] will be made into X RSUs ([REDACTED] / market price). Those will be added to the Long Term Incentive Plan. When will those vest? The start of March for the next 3 years? Or is there some other common vesting date used in the LTIP?
2. AICP. Normally at BlackBerry we receive our VIP bonus in late spring (early June) while at Ford it appears to be in April. During this transition it will be a little under 2 years from bonus to bonus (since the first chance will be in April 2018). This is just feedback since I realize little can be done here.
3. Annual LTIP. How is it determined what an employee receives in this program (is it a fixed amount like the AICP)? Typically for the RSU's, how many years are they vested over?
4. Vacation. Although 4 weeks is shorter than my current 5 weeks, between flex dollars, company holidays and the floating holidays I believe that covers any difference and more. Definitely appreciate this.
5. Vehicle Program. I appear to be part of the Management Lease Vehicle Program. However the only documentation I received was the New Vehicle Purchase Plan (which I don't believe is the same). Can I get more information on this?
6. Intellectual Property.
  - a. I noticed a list of previous inventions is asked for. What is typically put here? For example I have several issued patents.
  - b. Does Ford have any kind of incentive program for patents/ideas?
  - c. I noticed a clause asking to co-operate in the prosecution or defence after my employment. In such a case, would Ford cover cost?
  - d. Does Ford allow employees to work on personal projects during their personal time? This is not a large concern of mine. However some BlackBerry employees do have large concerns here in this area (so more a piece of feedback).
7. Seniority/Severance. I only assume no seniority carries over from BlackBerry (however some parts of the compensation such as vacation have been pro-rated as if there were). My largest concern here is severance. After so many years at BlackBerry, I have some financial security available if my employment is terminated at BlackBerry. Unfortunately I lose that security with Ford (it looks like there is nothing besides the basic coverage as outlined by the government). I would definitely be interested in feedback here since this is a large concern for me.
8. Responsibilities. For my title/level, do you have a high level outline of role/responsibilities? I would love to see a detailed overview if possible.
9. Travel. Do you have a rough idea of how much travel is required?
10. Hours. I assume a standard 40 hour work week (with additional work hours required when needed).
11. Organizational structure. I'm not sure if you can answer this yet, but do you know how I will report to and who will I interface with?

Looking very forward to your feedback.

Thanks,  
Rob

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Ford Motor Company of Canada, Limited  
Ford du Canada Limitée

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

December 15, 2016

Rob Maurice  
2300 University Ave. E,  
Waterloo, ON L4W 0B5 Canada

Dear Rob:

On behalf of Ford Motor Company of Canada, I am pleased to offer you the position of Supervisor, Connectivity SW, Leadership Level 5 (LL5) position, located in Kitchener/Waterloo. 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 [REDACTED] per year (CAD). You will be eligible for a merit increase in 2017.

**Signing Bonus<sup>1</sup>:** An initial signing bonus of [REDACTED] will be paid in within three weeks after your effective date of hire. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

**Initial Stock Award<sup>2</sup>:** [REDACTED]  
This award will be made in the form of 100% time-vested restricted stock units of Ford Motor Company, to compensate you for certain lost stock awards at your present employer that would have vested. The quantity of restricted stock units will be determined by the Fair Market Value (FMV) of Ford Common Stock using the closing price for Ford Motor Company Common Stock (trading the regular way on the NYSE) on or around March 2, 2017 which will be the grant date for this stock award (assuming your effective date of hire is prior to this date). The restricted stock units will vest in thirds over a three-year period, and are subject to the terms and conditions of the Ford Motor Company 2008 Long Term Incentive Plan.

**Annual Incentive Compensation Plan (bonus)<sup>3</sup>:** 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

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<sup>1</sup> If 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.

<sup>2</sup> These units will be canceled if within six months of the grant date your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law). In addition, unvested units will be forfeited if you are discharged 'for cause', or choose to terminate employment, prior to the vest dates.

<sup>3</sup> Please 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.



performance year, employees are notified of their AICP target; the present target for Canadian LL5 employees is [REDACTED]. 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.

**Annual Long Term Incentive Program (Stock Award)**<sup>4</sup>: You will be eligible to participate in the Ford annual stock award program beginning in 2018. The average stock award was [REDACTED] during the most recent grant cycle for LL5 employees on Canadian payroll. These stock awards are usually granted in March of each year in the form of time-vested restricted stock units. Stock grants under this program are subject to the terms and conditions of the 2008 Long Term Incentive Plan.

**Vacation:** You will be eligible for an enhanced vacation package which includes four (4) weeks of paid vacation in 2017. In addition, you are entitled to paid company holidays starting from your first day on the job. In 2017, there are 9 Company holidays, including December 25 – 29.

**Vehicle Program:** You will be eligible for up to two lease vehicles under the terms of the Management Lease Vehicle Program.

**Ford Benefits:** Upon your hire, you will be eligible for Ford benefits, as detailed in the included materials. Please refer to these materials for information on coverage levels, enrollment requirements and other relevant information.

Your eligibility under our existing policies regarding stock awards, 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 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 by 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 December 15, 2016. Please provide your email acceptance of this offer and attach a signed copy of the Conditions of Employment and Signing Bonus Agreement on or before this date to Alyssa Andree at [aandree@ford.com](mailto:aandree@ford.com). Please also provide your full legal name, date of birth, social insurance number, and permanent mailing address. This information is used for payroll purposes. We anticipate that your effective date of hire will be March 1, 2017. Upon acceptance of this offer, please plan to provide photo identification, birth certificate, social insurance card, a void cheque, and original signed offer letter on your first day of work.

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

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<sup>4</sup> These stock grants will be canceled if within six months of the grant date, your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law).



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.

Rob, we are pleased to offer you this opportunity to join the Ford team and look forward to your favourable response. In the event you need any additional information, please feel free to contact me.

Yours very truly,  
Ford Motor Company of Canada, Limited

A handwritten signature in black ink, appearing to be "S. Majer".

Steven Majer  
Vice President, Human Resources  
[smajer@ford.com](mailto:smajer@ford.com)  
905.845.2511 x1165

Attachment

Accept: A handwritten signature in black ink, appearing to be "R. [unclear]".

Date: December 15<sup>th</sup>, 2016



*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 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.
10. I authorize Ford of Canada (and third parties acting on its behalf) (collectively, "Ford") to obtain a background report or other information from any educational institution, employer, law enforcement authority, credit reporting agency, credit bureau or credit grantor or other individual having relevant information concerning you (the "Organizations") (which may require disclosure of certain information and authorize the disclosure, exchanging, holding and using of such information between Ford and the Organizations in order for Ford to evaluate and make a decision with respect to my employment.



\_\_\_\_\_  
Employee Signature

*December 15<sup>th</sup>, 2016*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Representative Signature

\_\_\_\_\_  
Date



This Signing Bonus Agreement ("Agreement") is entered into the date set out below between Ford Motor Company of Canada, Limited, an Ontario corporation ("Ford") and the Employee executing this Agreement below ("Employee").

Ford has determined to provide Employee, in accordance with the terms of this Agreement, with a bonus upon Employee's commencement of employment with the Company pursuant to the Company Conditions of Employment for Salaried Non-bargaining Unit Employees in Ontario who were previously employed by Blackberry, including the Confidential Information and Inventions Assignment Agreement Addendum. In exchange for acceptance of this bonus, Employee agrees to comply with the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the undertakings below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions specified below, within three (3) weeks after the Employee commences employment with Ford, Ford will pay to Employee a bonus in the amount of: [REDACTED] (the "Signing Bonus").
2. The Signing Bonus is subject to federal, provincial and local laws, and Ford will withhold from the Signing Bonus all amounts as required by such laws, including but not limited to, all applicable taxes, withholdings, garnishments, court orders or other attachments and deductions.
3. In the event Employee's employment with Ford ends prior to one year from commencement of the Employee's employment with Ford for any reason other than (i) Employee's death; or (ii) discharge by Ford as part of a reduction by Ford of its workforce; Employee shall, within fifteen (15) days of the date of Employee's last day of employment with Ford, repay the Signing Bonus to Ford. Employee shall repay the Signing Bonus by making a certified or personal cheque for the full amount of the Signing Bonus payable to Ford Motor Company of Canada, Limited including the Employee's name and Global Personal Identifier on the cheque and mail the cheque to:

Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, ON L6J 5E4

In the event of untimely repayment of the Signing Bonus, Employee further agrees to pay to Ford interest on any unpaid balance of the Signing Bonus at a rate of 10% per annum, to the extent permitted by law, from the due date (fifteen days of the Employee's last day of employment with Ford).

4. If Ford takes action to enforce its rights under this Agreement through any legal proceeding or other collection action of any type or sort, then Employee agrees to pay, in addition to the Signing Bonus, all reasonable expenses of collection, including, without limitation, reasonable legal fees and costs, and those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.
5. By executing this Agreement, Employee provides Ford with full, free and written consent and authorization to deduct from Employee's wages and/or any other monies owed by Ford to Employee including, but not limited to, any termination package or other termination payment, the Signing Bonus received by Employee from Ford under this Agreement where Employee is required to repay the Signing Bonus to Ford as provided for under Section 3 above.

6. This Agreement may be executed in counterparts, and together, both counterparts will constitute one fully executed Agreement. This Agreement will be governed by and interpreted under Ontario law, without regard to conflict of law principles. Subject to the following sentence, this Agreement will be binding on the parties' successors and assigns. Employee may not assign his/her rights under this Agreement to any person without the prior written consent of Ford. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Agreement. This Agreement may only be modified by a writing executed by both Ford and Employee.

7. This Agreement is made with the full and free consent of Employee without intimidation or fear of discharge or any adverse consequence for refusing to execute this Agreement and agree to its terms. Employee has been given the opportunity to review this Agreement and obtain legal advice if he/she so chooses. Nothing in this Agreement or any documents or instruments delivered in connection with this Agreement modifies in any way, except as expressly provided herein, the terms and conditions of the employment relationship between Ford and Employee. This Agreement sets forth the entire agreement between the parties concerning the subject matter of the Signing Bonus and this Agreement, and supersedes any prior agreements or understandings with respect to the matter of the Signing Bonus. In the event of any conflict between this Agreement and any other document or discussion pertaining to the Signing Agreement, this Agreement prevails.

8. By signing name below and clicking "save", I agree to the terms and conditions of this Agreement. I further acknowledge and understand that I have voluntarily agreed to complete this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date of the employee electronic signature.

Employee



Signature

Ford Motor Company of Canada, Limited

By:

Its: Authorized Agent

**TAB 32**

**TAB 32**

**TAB 32**



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**From:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=RMAURICE]  
**Sent:** 12/15/2016 9:51:06 PM  
**To:** Andree, Alyssa (A.) [aandree@ford.com]  
**CC:** Majer, Steven (S.) [smajer@ford.com]; Monastr, Chuck (C.P.) [cmonastr@ford.com]  
**Subject:** RE: Questions  
**Attachments:** SignedDocuments.pdf

Hi Alyssa,

It is with great pleasure I accept the offer.

Please find attached the three documents that require signing. Let me know if I missed anything.

Also here is the additional information you have requested:

Full legal name: Robbie John Maurice

Note: I always use Rob except for legal purposes. Also I never use my middle name John, but it is on my passport so I want to ensure it's on the records for travel purposes.

Date of Birth: [REDACTED]

Social Insurance Number: [REDACTED]

Please let me know if everything looks correct on my acceptance.

Thanks,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 15, 2016 3:51 PM  
**To:** Andree, Alyssa (A.) <aandree@ford.com>  
**Cc:** Majer, Steven (S.) <smajer@ford.com>; Monastr, Chuck (C.P.) <cmonastr@ford.com>  
**Subject:** Re: Questions

Thanks Alyssa.

Not a problem. Appreciate the quick work.

Cheers,  
Rob

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

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**From:** [aandree@ford.com](mailto:aandree@ford.com)  
**Sent:** December 15, 2016 3:49 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Cc:** [cmonastr@ford.com](mailto:cmonastr@ford.com); [smajer@ford.com](mailto:smajer@ford.com)  
**Subject:** RE: Questions



Good afternoon Rob,  
I apologize for the delay, please find attached the updated documents as discussed.

Warm regards,

**Alyssa Andree** | HR Business Operations - Marketing, Sales & Service

Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4

Phone: 905.845.2511 x1118 | Email: aandree@ford.com

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**From:** Rob Maurice [<mailto:rmaurice@blackberry.com>]

**Sent:** Thursday, December 15, 2016 3:46 PM

**To:** Andree, Alyssa (A.)

**Subject:** FW: Questions

Hi Alyssa,

It was great to meet you last Friday. Would it be possible to get an updated version of the offer with location and other changes? Had a great call with Chuck today. He mentioned probation time had also been removed as well.

Thanks in advance,  
Rob

---

**From:** Majer, Steven (S.) [<mailto:smajer@ford.com>]

**Sent:** December 14, 2016 2:36 PM

**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>

**Cc:** Gray, Charles (E.) <[cgray5@ford.com](mailto:cgray5@ford.com)>; Taylor, Stuart (S.) <[stayl151@ford.com](mailto:stayl151@ford.com)>; Andree, Alyssa (A.) <[aandree@ford.com](mailto:aandree@ford.com)>; Majer, Steven (S.) <[smajer@ford.com](mailto:smajer@ford.com)>

**Subject:** RE: Questions

Hello Rob,

Here are the answers to the additional questions:

1. Can location (Waterloo) be added to the offer?

Yes we can amend the offer to reflect Waterloo as the work location. I will ask Alyssa to update and send to you.

2. I would be curious to know how the annual merit review works.

Ford utilizes Related Work Groups (RWGs) to gather input from multiple perspectives providing a broad view of an employee's strengths, areas of improvement and overall performance relative to their peers.

Employees are then provided a ranking, measuring both performance to objectives and the practice of ONE Ford Expected Behaviors. This relative ranking, combined with the business performance to objective, is used to determine an employee's merit and bonus allocation.

3. I would like to see my current seniority at BlackBerry applied to the defined pension plan.

We appreciate your service with Blackberry and the compensation and vacation package you received from Ford is a recognition of that experience and service. In terms of the pension plan, we believe that the defined contribution plan in the offer even with the new hire contribution rate is a significant improvement to Blackberry.

Again, please let me know if you have any additional questions.

Talk to you soon...

**Steve Majer**

Vice President, Human Resources, Ford of Canada

Phone 905-845-2511, ext. 1165; dialnet 853-1165

e-mail: [smajer@ford.com](mailto:smajer@ford.com)



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**From:** Rob Maurice [<mailto:rmaurice@blackberry.com>]

**Sent:** Tuesday, December 13, 2016 9:07 PM

**To:** Majer, Steven (S.)

**Subject:** Re: Questions

Thanks Steve for taking the time to respond.

Would you be able to answer the other three questions below as well (the ones I sent in the afternoon)?

Looking forward to meeting with Ford management. I have yet to receive an invite but will keep a watch for it.

Thanks,  
Rob

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

**From:** [smajer@ford.com](mailto:smajer@ford.com)

**Sent:** December 13, 2016 8:20 PM

**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)

**Subject:** RE: Questions

Rob, I think an extra day is certainly reasonable. Let me know if that works...

**Steve Majer**

Vice President, Human Resources, Ford of Canada  
 Phone 905-845-2511, ext. 1165; dialnet 853-1165  
 e-mail: [smajer@ford.com](mailto:smajer@ford.com)



*This communication contains confidential information. If you have received this communication in error, please notify me by return email and delete this communication immediately.*

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**From:** Rob Maurice [<mailto:rmaurice@blackberry.com>]  
**Sent:** Tuesday, December 13, 2016 3:38 PM  
**To:** Majer, Steven (S.)  
**Subject:** RE: Questions

Hi Steve,

I will most likely require additional time based on the feedback below. Let me know if that is possible.

Appreciate the support.

Cheers,  
 Rob

---

**From:** Rob Maurice  
**Sent:** December 12, 2016 3:23 PM  
**To:** 'smajer@ford.com' <[smajer@ford.com](mailto:smajer@ford.com)>  
**Subject:** RE: Questions

Hi Steve,

A few more questions to add:

1. Can location (Waterloo) be added to the offer?
2. I would be curious to know how the annual merit review works.
3. I would like to see my current seniority at BlackBerry applied to the defined pension plan.

Thanks,  
 Rob

---

**From:** Rob Maurice  
**Sent:** December 12, 2016 9:28 AM  
**To:** 'smajer@ford.com' <[smajer@ford.com](mailto:smajer@ford.com)>  
**Subject:** Questions

Hi Steve,

I wanted to thank you again for meeting with me last week and also presenting me with such an excellent offer. I have a few questions/concerns (and also some feedback) about the offer that perhaps you can help with.

1. Initial Stock Award. If I'm understanding correctly, on or around March 2, 2017 [REDACTED] will be made into X RSUs [REDACTED] / market price). Those will be added to the Long Term Incentive Plan. When will those vest? The start of March for the next 3 years? Or is there some other common vesting date used in the LTIP?
2. AICP. Normally at BlackBerry we receive our VIP bonus in late spring (early June) while at Ford it appears to be in April. During this transition it will be a little under 2 years from bonus to bonus (since the first chance will be in April 2018). This is just feedback since I realize little can be done here.
3. Annual LTIP. How is it determined what an employee receives in this program (is it a fixed amount like the AICP)? Typically for the RSU's, how many years are they vested over?
4. Vacation. Although 4 weeks is shorter than my current 5 weeks, between flex dollars, company holidays and the floating holidays I believe that covers any difference and more. Definitely appreciate this.
5. Vehicle Program. I appear to be part of the Management Lease Vehicle Program. However the only documentation I received was the New Vehicle Purchase Plan (which I don't believe is the same). Can I get more information on this?
6. Intellectual Property.
  - a. I noticed a list of previous inventions is asked for. What is typically put here? For example I have several issued patents.
  - b. Does Ford have any kind of incentive program for patents/ideas?
  - c. I noticed a clause asking to co-operate in the prosecution or defence after my employment. In such a case, would Ford cover cost?
  - d. Does Ford allow employees to work on personal projects during their personal time? This is not a large concern of mine. However some BlackBerry employees do have large concerns here in this area (so more a piece of feedback).
7. Seniority/Severance. I only assume no seniority carries over from BlackBerry (however some parts of the compensation such as vacation have been pro-rated as if there were). My largest concern here is severance. After so many years at BlackBerry, I have some financial security available if my employment is terminated at BlackBerry. Unfortunately I lose that security with Ford (it looks like there is nothing besides the basic coverage as outlined by the government). I would definitely be interested in feedback here since this is a large concern for me.
8. Responsibilities. For my title/level, do you have a high level outline of role/responsibilities? I would love to see a detailed overview if possible.
9. Travel. Do you have a rough idea of how much travel is required?
10. Hours. I assume a standard 40 hour work week (with additional work hours required when needed).
11. Organizational structure. I'm not sure if you can answer this yet, but do you know how I will report to and who will I interface with?

Looking very forward to your feedback.

Thanks,  
Rob

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Ford Motor Company of Canada, Limited  
Ford du Canada Limitée

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

December 15, 2016

Rob Maurice  
2300 University Ave. E,  
Waterloo, ON L4W 0B5 Canada

Dear Rob:

On behalf of Ford Motor Company of Canada, I am pleased to offer you the position of Supervisor, Connectivity SW, Leadership Level 5 (LL5) position, located in Kitchener/Waterloo. 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 [REDACTED] per year (CAD). You will be eligible for a merit increase in 2017.

**Signing Bonus<sup>1</sup>:** An initial signing bonus of [REDACTED] will be paid in within three weeks after your effective date of hire. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

**Initial Stock Award<sup>2</sup>:** [REDACTED]  
This award will be made in the form of 100% time-vested restricted stock units of Ford Motor Company, to compensate you for certain lost stock awards at your present employer that would have vested. The quantity of restricted stock units will be determined by the Fair Market Value (FMV) of Ford Common Stock using the closing price for Ford Motor Company Common Stock (trading the regular way on the NYSE) on or around March 2, 2017 which will be the grant date for this stock award (assuming your effective date of hire is prior to this date). The restricted stock units will vest in thirds over a three-year period, and are subject to the terms and conditions of the Ford Motor Company 2008 Long Term Incentive Plan.

**Annual Incentive Compensation Plan (bonus)<sup>3</sup>:** 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

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<sup>1</sup> If 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.

<sup>2</sup> These units will be canceled if within six months of the grant date your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law). In addition, unvested units will be forfeited if you are discharged 'for cause', or choose to terminate employment, prior to the vest dates.

<sup>3</sup> Please 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.

performance year, employees are notified of their AICP target; the present target for Canadian LL5 employees is [REDACTED]. 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.

**Annual Long Term Incentive Program (Stock Award)**<sup>4</sup>: You will be eligible to participate in the Ford annual stock award program beginning in 2018. The average stock award was [REDACTED] during the most recent grant cycle for LL5 employees on Canadian payroll. These stock awards are usually granted in March of each year in the form of time-vested restricted stock units. Stock grants under this program are subject to the terms and conditions of the 2008 Long Term Incentive Plan.

**Vacation:** You will be eligible for an enhanced vacation package which includes four (4) weeks of paid vacation in 2017. In addition, you are entitled to paid company holidays starting from your first day on the job. In 2017, there are 9 Company holidays, including December 25 – 29.

**Vehicle Program:** You will be eligible for up to two lease vehicles under the terms of the Management Lease Vehicle Program.

**Ford Benefits:** Upon your hire, you will be eligible for Ford benefits, as detailed in the included materials. Please refer to these materials for information on coverage levels, enrollment requirements and other relevant information.

Your eligibility under our existing policies regarding stock awards, 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 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 by 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 December 15, 2016. Please provide your email acceptance of this offer and attach a signed copy of the Conditions of Employment and Signing Bonus Agreement on or before this date to Alyssa Andree at [aandree@ford.com](mailto:aandree@ford.com). Please also provide your full legal name, date of birth, social insurance number, and permanent mailing address. This information is used for payroll purposes. We anticipate that your effective date of hire will be March 1, 2017. Upon acceptance of this offer, please plan to provide photo identification, birth certificate, social insurance card, a void cheque, and original signed offer letter on your first day of work.

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

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<sup>4</sup> These stock grants will be canceled if within six months of the grant date, your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law).



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.

Rob, we are pleased to offer you this opportunity to join the Ford team and look forward to your favourable response. In the event you need any additional information, please feel free to contact me.

Yours very truly,  
Ford Motor Company of Canada, Limited

A handwritten signature in black ink, appearing to be "S. Majer".

Steven Majer  
Vice President, Human Resources  
[smajer@ford.com](mailto:smajer@ford.com)  
905.845.2511 x1165

Attachment

Accept: A handwritten signature in black ink, appearing to be "R. [unclear]".

Date: December 15<sup>th</sup>, 2016



*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 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.
10. I authorize Ford of Canada (and third parties acting on its behalf) (collectively, "Ford") to obtain a background report or other information from any educational institution, employer, law enforcement authority, credit reporting agency, credit bureau or credit grantor or other individual having relevant information concerning you (the "Organizations") (which may require disclosure of certain information and authorize the disclosure, exchanging, holding and using of such information between Ford and the Organizations in order for Ford to evaluate and make a decision with respect to my employment.



Employee Signature

December 15<sup>th</sup>, 2016

Date

Human Resources Representative Signature

Date



This Signing Bonus Agreement ("Agreement") is entered into the date set out below between Ford Motor Company of Canada, Limited, an Ontario corporation ("Ford") and the Employee executing this Agreement below ("Employee").

Ford has determined to provide Employee, in accordance with the terms of this Agreement, with a bonus upon Employee's commencement of employment with the Company pursuant to the Company Conditions of Employment for Salaried Non-bargaining Unit Employees in Ontario who were previously employed by Blackberry, including the Confidential Information and Inventions Assignment Agreement Addendum. In exchange for acceptance of this bonus, Employee agrees to comply with the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the undertakings below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions specified below, within three (3) weeks after the Employee commences employment with Ford, Ford will pay to Employee a bonus in the amount of: [REDACTED] (the "Signing Bonus").
2. The Signing Bonus is subject to federal, provincial and local laws, and Ford will withhold from the Signing Bonus all amounts as required by such laws, including but not limited to, all applicable taxes, withholdings, garnishments, court orders or other attachments and deductions.
3. In the event Employee's employment with Ford ends prior to one year from commencement of the Employee's employment with Ford for any reason other than (i) Employee's death; or (ii) discharge by Ford as part of a reduction by Ford of its workforce; Employee shall, within fifteen (15) days of the date of Employee's last day of employment with Ford, repay the Signing Bonus to Ford. Employee shall repay the Signing Bonus by making a certified or personal cheque for the full amount of the Signing Bonus payable to Ford Motor Company of Canada, Limited including the Employee's name and Global Personal Identifier on the cheque and mail the cheque to:

Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, ON L6J 5E4

In the event of untimely repayment of the Signing Bonus, Employee further agrees to pay to Ford interest on any unpaid balance of the Signing Bonus at a rate of 10% per annum, to the extent permitted by law, from the due date (fifteen days of the Employee's last day of employment with Ford).

4. If Ford takes action to enforce its rights under this Agreement through any legal proceeding or other collection action of any type or sort, then Employee agrees to pay, in addition to the Signing Bonus, all reasonable expenses of collection, including, without limitation, reasonable legal fees and costs, and those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.
5. By executing this Agreement, Employee provides Ford with full, free and written consent and authorization to deduct from Employee's wages and/or any other monies owed by Ford to Employee including, but not limited to, any termination package or other termination payment, the Signing Bonus received by Employee from Ford under this Agreement where Employee is required to repay the Signing Bonus to Ford as provided for under Section 3 above.

6. This Agreement may be executed in counterparts, and together, both counterparts will constitute one fully executed Agreement. This Agreement will be governed by and interpreted under Ontario law, without regard to conflict of law principles. Subject to the following sentence, this Agreement will be binding on the parties' successors and assigns. Employee may not assign his/her rights under this Agreement to any person without the prior written consent of Ford. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Agreement. This Agreement may only be modified by a writing executed by both Ford and Employee.

7. This Agreement is made with the full and free consent of Employee without intimidation or fear of discharge or any adverse consequence for refusing to execute this Agreement and agree to its terms. Employee has been given the opportunity to review this Agreement and obtain legal advice if he/she so chooses. Nothing in this Agreement or any documents or instruments delivered in connection with this Agreement modifies in any way, except as expressly provided herein, the terms and conditions of the employment relationship between Ford and Employee. This Agreement sets forth the entire agreement between the parties concerning the subject matter of the Signing Bonus and this Agreement, and supersedes any prior agreements or understandings with respect to the matter of the Signing Bonus. In the event of any conflict between this Agreement and any other document or discussion pertaining to the Signing Agreement, this Agreement prevails.

8. By signing name below and clicking "save", I agree to the terms and conditions of this Agreement. I further acknowledge and understand that I have voluntarily agreed to complete this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date of the employee electronic signature.

**Employee**



\_\_\_\_\_  
**Signature**

**Ford Motor Company of Canada, Limited**

By:

\_\_\_\_\_  
Its: Authorized Agent

**TAB 33**

**TAB 33**

**TAB 33**



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**From:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=RMAURICE]  
**Sent:** 12/15/2016 9:51:31 PM  
**To:** Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=zracz]  
**Subject:** RE: How did the discussion with Chuck go?

All documents signed and sent.

Thanks for the chat today.

Cheers,  
Rob

---

**From:** Rob Maurice  
**Sent:** December 15, 2016 6:27 PM  
**To:** Zoltan Racz <zracz@blackberry.com>  
**Subject:** Re: How did the discussion with Chuck go?

Very well. :). He gave a lot of good input and listened as well (think I got him interested in nfc). Great guy.

I got the updated offer late afternoon. Will give it a quick review tonight and sign it. Should be all good.

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

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**From:** [zracz@blackberry.com](mailto:zracz@blackberry.com)  
**Sent:** December 15, 2016 6:17 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** How did the discussion with Chuck go?

Zoltan

**TAB 34**

**TAB 34**

**TAB 34**

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**From:** Rob Maurice [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=RMAURICE]  
**Sent:** 12/15/2016 9:56:27 PM  
**To:** Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=dmartin]  
**Subject:** RE: I finally heard back.

Haha very true!

All documents signed and sent in. Off to grab a beer to celebrate!

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**From:** Daryl Martin  
**Sent:** December 15, 2016 6:42 PM  
**To:** Rob Maurice <rmaurice@blackberry.com>  
**Subject:** Re: I finally heard back.

We also stuck it to ford, we get family day this year due to the March 1st start date.

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 15, 2016 4:25 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** RE: I finally heard back.

Sweet! :)

I'm glad to hear you are coming over though. The more senior leaders we have in Waterloo the better..

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

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**From:** Rob Maurice  
**Sent:** Thursday, December 15, 2016 4:12 PM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** Re: I finally heard back.

Damn. Since your sent your letter in already you have more seniority too. :P

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 15, 2016 4:10 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** Re: I finally heard back.

Great to hear. Now let's fight over offices on the 4th floor. Dibbs on ralphs

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 15, 2016 4:02 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: I finally heard back.



He is a good talker for sure and also listens as well. Think I got him interested in nfc. :)

Will sign and email later. Just got a new copy from Alyssa. Glad to hear everyone is in.

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 15, 2016 3:04 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** RE: I finally heard back.

Good luck man and let me know how it goes!

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

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**From:** Rob Maurice  
**Sent:** Wednesday, December 14, 2016 3:33 PM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: I finally heard back.

I'm on for 3:00 tomorrow with Chuck. Once he jumped on the thread, he's quick with the answers. 😊

Of course we're doing our team holiday event thing tomorrow afternoon. Just means I need to take a break from throwing axes to talk to them.

---

**From:** Daryl Martin  
**Sent:** December 14, 2016 10:35 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: I finally heard back.

Those are my exact issues :)

Fun times!

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

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**From:** Rob Maurice  
**Sent:** Wednesday, December 14, 2016 10:34 AM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: I finally heard back.

Very nicely said. My first one was shorter. 😊 He emailed back and asked nicely if I was willing to share some of my concerns. I flagged my top three (severance, location, role/responsibilities/org). He said he would bring them up with Ford. However he said location would be K-W and role/responsibilities would be similar to what I do now. I said that's great, but I want that in writing on the offer. 😊

Cheers,

Rob

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**From:** Daryl Martin  
**Sent:** December 14, 2016 10:31 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: I finally heard back.

I'm in the process of e-mailing Zoltan now :) Thoughts?

<Zoltan Email>

"I sent off 21 questions in total to Ford on Friday and Sunday and I got response last night to some of them. For a lot of the questions I had, with regards to job role and responsibilities, I was told that I would be meeting with Ford Management to discuss further but it looks like the meeting with Chuck & Stuart was cancelled today. My current offer expires tomorrow I believe and I don't have enough information to make an informed decision.

I'm not emailing you to do anything, since this negotiation is between me and Ford, but I wanted to give you an update as a courtesy so you don't get blindsided in case there are others within BlackBerry having a difficult time with their offers

I'm still optimistic this will work out in the end and that once our leadership team is engaged we can work to make this process simpler in January!"

Daryl Martin  
Manager, Location & Telemetry Technologies  
Office: 519-597-3946, Mobile: 519-498-3468

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**From:** Rob Maurice  
**Sent:** Wednesday, December 14, 2016 10:22 AM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: I finally heard back.

Yeah. He'll share what he hears back.

I told him he really should chat with Zoltan and tell Zoltan to get an open conversation going with everyone. I would feel terrible for Zoltan if this all falls apart at the first step of offers. I realize we can't share specifics, but what you/I (and Philipp) having been sharing are all common concerns (e.g. Philipp is on the whole no severance boat as well).

Cheers,  
Rob

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**From:** Daryl Martin  
**Sent:** December 14, 2016 10:19 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** RE: I finally heard back.

Well that's great to hear :)

Daryl Martin  
Manager, Location & Telemetry Technologies

Office: 519-597-3946, Mobile: 519-498-3468

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**From:** Rob Maurice  
**Sent:** Wednesday, December 14, 2016 10:19 AM  
**To:** Daryl Martin <[dmartin@blackberry.com](mailto:dmartin@blackberry.com)>  
**Subject:** RE: I finally heard back.

Looks like Philipp got a slot today that wasn't cancelled.

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**From:** Daryl Martin  
**Sent:** December 14, 2016 9:16 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** Re: I finally heard back.

Hah yeah really eh?

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 14, 2016 9:03 AM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** RE: I finally heard back.

Nope nothing yet here. ☹

If they can't handle 15 people, I can't wait to see how this goes in January. ☺

---

**From:** Daryl Martin  
**Sent:** December 14, 2016 9:00 AM  
**To:** Rob Maurice <[rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)>  
**Subject:** Re: I finally heard back.

Well now I'm in the same boat as you, my meeting was canceled this morning :). Or did they give you my slot?  
Haha

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 13, 2016 9:09 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: I finally heard back.

Ah OK.

Yep reminded Steve no invite here yet. :)

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 13, 2016 8:59 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** Re: I finally heard back.

It gets us diddly, just looks like something on paper as a talking point. :).

You should ask about that, sounds like they are doing meetings tomorrow (explains my 15 min) so make sure you get time.

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 13, 2016 8:57 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: I finally heard back.

Nice. Didn't hear about the probation period waved. Forgot to ask about that. What does that get us anyway? I don't think it was holding anything back.

Nothing yet... waiting for it.

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 13, 2016 8:55 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** Re: I finally heard back.

It sounds like severance won't come over but we get the probation period waved?

Ah, so that's what my meeting is. Did you get an invite for chuck and Stuart?

Same, one more day :)

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

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**From:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Sent:** December 13, 2016 8:47 PM  
**To:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Subject:** Re: I finally heard back.

Sounds good.

Yeah I did. Lots of words. No real answers especially on the severance part. Supposedly I'm to meet with Ford management tomorrow for clarification on my role, hours, org, travel.

I got an extra day for my decision. :P

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

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**From:** [dmartin@blackberry.com](mailto:dmartin@blackberry.com)  
**Sent:** December 13, 2016 8:42 PM  
**To:** [rmaurice@blackberry.com](mailto:rmaurice@blackberry.com)  
**Subject:** I finally heard back.

I'm guessing you will to. We should sync in the afternoon tomorrow.

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

**TAB 35**

**TAB 35**

**TAB 35**



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**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 1/16/2017 5:06:15 PM  
**To:** Kyle Johnston [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=kyjohnston]; Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]; HR Business Partners - Devices [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=HR Business Partners - Devices6b1]  
**Subject:** RE: Questions for HR

Hi Kyle,

AMEX cards are automatically cancelled when an employee leaves BlackBerry. They are to be handed in to HR and we will shred them after we've confirmed to T&E that the account should be closed.

Thanks,  
Rebecca

---

**From:** Kyle Johnston  
**Sent:** January-16-17 4:57 PM  
**To:** Amber Jessup; HR Business Partners - Devices  
**Subject:** RE: Questions for HR

Hi Amber/HRBP,

What is the process for cancelling our company AMEX cards with the Ford move?

Thank you,  
~Kyle

---

**From:** Amber Jessup  
**Sent:** Friday, January 06, 2017 11:31 AM  
**To:** Kyle Johnston <[kyjohnston@blackberry.com](mailto:kyjohnston@blackberry.com)>; Konrad Hammel <[khammel@blackberry.com](mailto:khammel@blackberry.com)>  
**Subject:** RE: Questions for HR

Hi Kyle,

If you move to Ford, yes, you can keep your current phone number (these will be ported to your own provider... the specific details are still being worked on) and you can also keep your current device, as long as it is secure .

The funds will be returned, and it will either be on the last pay cheque or one cycle after, it depends on the timing of the reporting sent to the team handling the ESPP.

For your other questions :

-Is Ford aware of our current salaries?

BlackBerry signed an agreement with Ford for engineering services and the opportunity to transition in-scope BlackBerry employees to Ford. Some information on in-scope BlackBerry employees was shared under strict confidentiality in order for Ford to be able to make offers to employees.

-If we have carry over vacation days what will happen with them?

Any vacation days/hours that have been accrued but not taken will be paid out on the employee's final pay in accordance with our vacation policy.

-Will there be any VIP consideration since we have completed the full FY?

Mobility Solutions performance against the performance metrics will be evaluated before payout decision can be made after the end of the fiscal year.

-What will happen to the remaining Long term incentive plan?

Employees will need to move their vested equity from Solium within 90 days from their last day of employment with BlackBerry. Unvested equity will expire and forfeited. Unvested shares will return to the BlackBerry equity pool.

---

**From:** Kyle Johnston

**Sent:** Friday, January 6, 2017 10:27 AM

**To:** Amber Jessup <[ajessup@blackberry.com](mailto:ajessup@blackberry.com)>; Konrad Hammel <[khammel@blackberry.com](mailto:khammel@blackberry.com)>

**Subject:** RE: Questions for HR

Hey Amber,

A few more questions:

-Will it be possible to keep our current phone numbers, either transfer to Ford or to a personal plan?

-what will happen to the current ESPP? As I understand it, the funds are taken each pay during the offering period (Oct 16' – Mar 17') and a purchase is made at the end of the period (Mar 31<sup>st</sup> 2017). I believe the transfer date to Ford is the end of Feb, so will the funds be returned on the last paycheck? Through Shareworks? Or will they still be part of the purchase on March 31<sup>st</sup>?

Thank you,  
~Kyle

---

**From:** Amber Jessup

**Sent:** Monday, December 19, 2016 10:05 AM

**To:** Konrad Hammel <[khammel@blackberry.com](mailto:khammel@blackberry.com)>; Kyle Johnston <[kyjohnston@blackberry.com](mailto:kyjohnston@blackberry.com)>

**Subject:** RE: Questions for HR

Hi Guys,

Please contact Ford HR for the Ford questions. The contact name is Alyssa Andree - [aandree@ford.com](mailto:aandree@ford.com)

For the rest, I will reply with the answers as soon as I can.

Thanks!



---

**From:** Konrad Hammel  
**Sent:** Monday, December 19, 2016 10:01 AM  
**To:** Kyle Johnston <[kyjohnston@blackberry.com](mailto:kyjohnston@blackberry.com)>; Amber Jessup <[ajessup@blackberry.com](mailto:ajessup@blackberry.com)>  
**Subject:** RE: Questions for HR

+ Amber

Amber: can you answer any of the questions below?

Thank-you,  
Konrad Hammel  
Manager, WLAN Software Development  
Office: +1 (519) 888-7465  
Mobile: +1 (226) 808-8674  
[khammel@blackberry.com](mailto:khammel@blackberry.com)

---

**From:** Kyle Johnston  
**Sent:** Monday, December 19, 2016 10:00 AM  
**To:** Konrad Hammel <[khammel@blackberry.com](mailto:khammel@blackberry.com)>  
**Subject:** Questions for HR

Do you know if either BlackBerry or Ford will have an info session to try and address questions like these before the offers come?

- Does Ford have company vacation around Xmas?
- Is Ford aware of our current salaries?
- If we have carry over vacation days what will happen with them?
- Will there be any VIP consideration since we have completed the full FY?
- What will happen to the remaining Long term incentive plan?

**TAB 36**

**TAB 36**

**TAB 36**

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**From:** Mariko Komae [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=MKOMAE]  
**Sent:** 1/18/2017 12:07:52 PM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]; HR Business Partners - Devices [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=HR Business Partners - Devices6b1]  
**Subject:** RE: Questions

Hi Rebecca,  
Thank you for your reply. I will ping you via Skype this afternoon before I drop by.

Thanks  
Mariko

---

**From:** Rebecca Graham  
**Sent:** Wednesday, January 18, 2017 12:01 PM  
**To:** Mariko Komae <mkomae@blackberry.com>; HR Business Partners - Devices <hrbusinesspartnersdevices@blackberry.com>  
**Subject:** RE: Questions

Hi Mariko,

I'm in Ottawa for the balance of the week and I'm sitting in Amber's office. I am tied up until 1PM but please stop by when you have a chance this afternoon and we can discuss your questions.

Rebecca

---


**From:** Mariko Komae  
**Sent:** January-18-17 11:20 AM  
**To:** HR Business Partners - Devices  
**Subject:** Questions

Hello,  
I have a couple of questions below.

1. Re: Vacations in January and February 2017. How many days of vacations I can take? If I take more than that, it will be deducted from current salary? Does it affect eligible vacation days in 2017 at Ford?
2. Sun Life Health Benefits – Until end of February, how much I can claim?
3. What will happen for my LTIP TBRSU and solium account?
4. Sun Life RRSP account – If I start working at Ford, what will happen to my account?
5. Performance review – Do we need to complete it? Does it give any effect on the performance review at Ford?

Thank you

Mariko Komae  
Senior Project Manager, Localization  
Office: +1 (613) 595-3125  
[mkomae@blackberry.com](mailto:mkomae@blackberry.com)

 **BlackBerry.** Secured. Protected. Connected.

**TAB 37**

**TAB 37**

**TAB 37**

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**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 1/18/2017 12:47:13 PM  
**To:** James Kerr [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=jakerr]  
**Subject:** RE: questions

Hi James,

I'm in Ottawa for the balance of the week and I'm sitting in Amber's office. My afternoon today is fairly open (1PM onwards) so please stop by when it works for you. I'm also available tomorrow and Friday. If you want to send your questions ahead of time via email, that's fine or we can cover when we meet.

Rebecca

---

**From:** James Kerr  
**Sent:** January-18-17 12:45 PM  
**To:** Rebecca Graham  
**Subject:** questions

Hi Rebecca,

In my meeting invite for the Ford offers your name was there in the invite as available for questions.

I am guessing you are from the BlackBerry side of HR. I had a couple questions, do we need to schedule a time? Can I submit over email?

If we meet, I am free anytime you are available.

Thanks,

James Kerr  
Software Test Specialist II  
Application Platform  
Office: +1 (613) 595-4170 x 12070  
[jkerr@blackberry.com](mailto:jkerr@blackberry.com)  
BlackBerry Limited

 **BlackBerry.**

**TAB 38**

**TAB 38**

**TAB 38**

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**From:** Kunling Ma [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=KUMA]  
**Sent:** 1/19/2017 3:14:13 PM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]; Philipp Heusel [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=pheusel]; Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]  
**Subject:** Re: About vacations after maternity leaves

Great, I will call you tomorrow.

Thanks,  
Kunling

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

---

**From:** rebgraham@blackberry.com  
**Sent:** January 19, 2017 3:11 PM  
**To:** kuma@blackberry.com; pheusel@blackberry.com; ajessup@blackberry.com  
**Subject:** RE: About vacations after maternity leaves

Hi Kunling,

Just got your out of office, sorry didn't realize you were currently out on leave. Do you want to give me a call tomorrow to discuss? You can reach me at 5195778472 anytime between 1-3PM.

Thanks,  
Rebecca

---

**From:** Rebecca Graham  
**Sent:** January-19-17 3:09 PM  
**To:** Kunling Ma; Philipp Heusel; Amber Jessup  
**Subject:** RE: About vacations after maternity leaves

Hi Kunling,

I'm in Ottawa this week as Amber is on vacation. Feel free to pop by Amber's office tomorrow and we can chat. If you can't tomorrow, Amber will be back in the office on Monday.

Speak soon,  
Rebecca

---

**From:** Kunling Ma  
**Sent:** January-19-17 3:04 PM  
**To:** Philipp Heusel; Dana Samuel; Amber Jessup  
**Cc:** Rebecca Graham  
**Subject:** Re: About vacations after maternity leaves

Hi Amber,

Could you look into my special case and help me out?

Thanks,  
Kunling

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

---

**From:** [pheusel@blackberry.com](mailto:pheusel@blackberry.com)  
**Sent:** January 19, 2017 3:00 PM  
**To:** [kuma@blackberry.com](mailto:kuma@blackberry.com); [dsamuel@blackberry.com](mailto:dsamuel@blackberry.com); [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Subject:** RE: About vacations after maternity leaves

+ Amber who covers for Dana

---

**From:** Kunling Ma  
**Sent:** Thursday, January 19, 2017 2:55 PM  
**To:** Dana Samuel <[dsamuel@blackberry.com](mailto:dsamuel@blackberry.com)>  
**Cc:** Philipp Heusel <[pheusel@blackberry.com](mailto:pheusel@blackberry.com)>  
**Subject:** About vacations after maternity leaves

Hi Dana,

It's almost one year since last time I contacted you, hope everything works good.

As we talked before, I could append four weeks of vacation which accumulated during the maternity leave at the end of my maternity leave. But it comes to be very tricky because I will take offer from Ford and I will transfer to Ford right after the maternity leave. What could I do with these four weeks of vacations? Ideally I want to have these four weeks of vacations in Ford, but I am not sure if BlackBerry could talk with Ford about that or not. Could you tell me what options do I have?

Could you kindly add Ford's HR in this thread if they need to be involved?

Thanks,  
Kunling

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



TAB 39

TAB 39

TAB 39

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**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 1/20/2017 11:51:25 AM  
**To:** Konrad Hammel [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Khammel]; aandree@ford.com; HR Business Partners - Devices [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=HR Business Partners - Devices6b1]  
**CC:** Lucas Dobrowolski [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Ldobrowolski]; Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]  
**Subject:** RE: Inventions and Intellectual Property Disclosure - Ford

Hi Konrad,

Confirming that all works and ideas created by BlackBerry employees while employed at BlackBerry, regardless of their patent status, belong to BlackBerry. Please let me know if you have any further questions on this.

Thanks,  
Rebecca

---

**From:** Konrad Hammel  
**Sent:** January-19-17 7:10 PM  
**To:** aandree@ford.com; HR Business Partners - Devices  
**Cc:** Lucas Dobrowolski; Amber Jessup  
**Subject:** Inventions and Intellectual Property Disclosure - Ford

Hey Alyssa (and Amber or Devices HR)

As part of the Ford offer we are asked to disclose "all inventions, original works...which belong to me...".

As I understand it, the patents that were filed/approved under my name during my time at BlackBerry (BB) belong to BB and not me; do I still need to include them in the disclosure to Ford?

If yes, what about patent ideas filed with the BB patent review committee, approved by that committee, and currently being worked on by patent lawyers in preparation for official filing? Tricky part here as well is that I don't have the official title, identifier, etc (just a rough title we used for filing with the BB patent review committee)?

Thanks!

Thank-you,  
Konrad Hammel  
Manager, WLAN Software Development  
Office: +1 (519) 888-7465  
Mobile: +1 (226) 808-8674  
[khammel@blackberry.com](mailto:khammel@blackberry.com)

**TAB 40**

**TAB 40**

**TAB 40**

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**From:** Laura Hood [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=LHOOD]  
**Sent:** 1/20/2017 3:30:42 PM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]; Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]  
**CC:** Cook, Ron (R.A.) [rcook4@ford.com]; Andree, Alyssa (A.) [aandree@ford.com]; Laura Hood [REDACTED]  
**Subject:** Laura Hood return to work date  
**Attachments:** LHood - parental leave 2016 - signed.pdf

Hello Rebecca and Amber,

I'm currently scheduled for to return to work on 3 April 2017, with 24 days of vacation from calendar year 2016 to use before returning. Originally I had planned to be back in the office Monday 1 May 2017, but I would actually have to return on Friday 5 May, to use up the 4 days I didn't end up taking before my leave. Please see my parental leave letter attached. Note: I did not use 28-31 March as vacation as I was already on leave.

With the Ford offer changing where I'm returning to work, can you please advise whether this vacation time will be paid out, lump sum, or whether I need to adjust my return to work dates with BlackBerry to facilitate starting at Ford on Monday 1 May 2017?

Also, what is happening with vacation accrued in calendar year 2017?

I have cc'd Ron and Alyssa from Ford for their records. We would like to finalize my start date.

Thank you very much,  
Laura Hood

Sent from my BlackBerry 10 smartphone on the Rogers network.

12 January 2016

To: Alexa Kalapaca, Manager Localization and Product Information Development  
Amber Jessup, HR Business Partner

Cc: Laura Hood, Manager Software Localization

**RE: Laura Hood Maternity and Parental Leave 2016**

Hello,

Please accept this letter as record of my intentions for my maternity and parental leave.

Due date: 16 April 2016

Date leave will begin: 1 April 2016

Vacation time prior to leave: 4 days, Monday 28 March – Thursday 31 March

Return date: 3 April 2017

Vacation time: 2016 vacation days (20 days) to be taken upon return from leave, Monday 3 April – Friday 28 April, inclusive.

Current address and phone number:



Summary: The last day I will be in the office is Thursday 24 March, 2016 and I will back on payroll Monday 3 April, 2017 but on vacation Monday 3 April until Friday 28 April inclusive. Physically back in the office on Monday 1 May, 2017.

Thank you,

A handwritten signature in blue ink that reads "Laura Hood." with a period at the end.

Laura Hood  
Manager Software Localization

**TAB 41**

**TAB 41**

**TAB 41**

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**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 1/22/2017 3:30:43 PM  
**To:** Alexey Sergeev [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Alexey Sergeevb48]  
**CC:** Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]  
**Subject:** RE: Remaining vacation days

Hi Alexey,

Copying Amber, your HRBP.

You will be able to use your benefits up to and including February 28<sup>th</sup> as you would normally. Amber will confirm your vacation days.

Thanks,  
Rebecca

---

**From:** Alexey Sergeev  
**Sent:** January-20-17 3:18 PM  
**To:** Rebecca Graham  
**Subject:** Remaining vacation days

Hi Rebecca,  
How many vacation days can I use this year before moving to Ford?  
Are there any limitations in using my current benefits? Will the benefits for this year be available after moving to ford?  
Thank you.

Alexey Sergeev

 BlackBerry

**TAB 42**

**TAB 42**

**TAB 42**



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**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 1/23/2017 12:37:52 PM  
**To:** James Kerr [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=jakerr]  
**Subject:** RE: questions

Here is Alyssa's contact information should you wish to further discuss your offer or your decision with her.

Andree, Alyssa (A.) <aandree@ford.com>

---

**From:** James Kerr  
**Sent:** January-23-17 10:07 AM  
**To:** Rebecca Graham  
**Subject:** RE: questions

Pretty close, right now I am leaning to not taking it. But I am worried where I will end up in BlackBerry. The Ford offer doesn't work well for my situation. The health benefits are not great for my family where I am the only one with Benefits. We lead an active life with a need for physio, chiro, massage, gym, not to mention ford has no vision plan. All of this would go over their 3900 plan. I also am not comfortable with the RRSP plan where they withhold the company match for 5 years. Basically it feels I am locked it for 5+ years. And the no recognition of seniority. The vacation part of the offer and other parts are ok with me. Anyway, I don't see on the form where to reject the offer. Do I just let Friday pass and then work on BlackBerry job on Monday Jan 30?  
Thanks  
James,

---

**From:** Rebecca Graham  
**Sent:** Monday, January 23, 2017 10:01 AM  
**To:** James Kerr <[jkerr@blackberry.com](mailto:jkerr@blackberry.com)>  
**Subject:** RE: questions

Hi James,

I'm back in Waterloo now. Have you made a decision on your Ford offer?

Thanks,  
Rebecca

---

**From:** James Kerr  
**Sent:** January-23-17 9:47 AM  
**To:** Rebecca Graham  
**Subject:** RE: questions

Hi Rebecca,  
I was wondering if you were back in Ottawa this week? From below I am assuming you are not. Do I talk to Amber now about potential jobs for me in BlackBerry?  
Thanks,  
James,

---

**From:** Rebecca Graham  
**Sent:** Wednesday, January 18, 2017 12:47 PM  
**To:** James Kerr <[jkerr@blackberry.com](mailto:jkerr@blackberry.com)>  
**Subject:** RE: questions

Hi James,

I'm in Ottawa for the balance of the week and I'm sitting in Amber's office. My afternoon today is fairly open (1PM onwards) so please stop by when it works for you. I'm also available tomorrow and Friday. If you want to send your questions ahead of time via email, that's fine or we can cover when we meet.

Rebecca

---

**From:** James Kerr  
**Sent:** January-18-17 12:45 PM  
**To:** Rebecca Graham  
**Subject:** questions

Hi Rebecca,

In my meeting invite for the Ford offers your name was there in the invite as available for questions.

I am guessing you are from the BlackBerry side of HR. I had a couple questions, do we need to schedule a time? Can I submit over email?

If we meet, I am free anytime you are available.

Thanks,

James Kerr  
Software Test Specialist II  
Application Platform  
Office: +1 (613) 595-4170 x 12070  
[jkerr@blackberry.com](mailto:jkerr@blackberry.com)  
BlackBerry Limited

 **BlackBerry.**

**TAB 43**

**TAB 43**

**TAB 43**

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**From:** Laura Hood [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=LHOOD]  
**Sent:** 1/23/2017 1:07:05 PM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]; Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]  
**CC:** Laura Hood [REDACTED]  
**Subject:** Re: Laura Hood return to work date

Hi Amber,

As discussed during our phone call, my last day at BlackBerry will be **17 April 2017**.

Thank you so much for responding so quickly. Good luck in 2017!

Best,  
LH

Sent from my BlackBerry 10 smartphone on the Rogers network.

---

**From:** Laura Hood  
**Sent:** Friday, January 20, 2017 3:30 PM  
**To:** Rebecca Graham; Amber Jessup  
**Cc:** Cook, Ron (R.A.); Andree, Alyssa (A.); Laura Hood  
**Subject:** Laura Hood return to work date

Hello Rebecca and Amber,

I'm currently scheduled for to return to work on 3 April 2017, with 24 days of vacation from calendar year 2016 to use before returning. Originally I had planned to be back in the office Monday 1 May 2017, but I would actually have to return on Friday 5 May, to use up the 4 days I didn't end up taking before my leave. Please see my parental leave letter attached. Note: I did not use 28-31 March as vacation as I was already on leave.

With the Ford offer changing where I'm returning to work, can you please advise whether this vacation time will be paid out, lump sum, or whether I need to adjust my return to work dates with BlackBerry to facilitate starting at Ford on Monday 1 May 2017?

Also, what is happening with vacation accrued in calendar year 2017?

I have cc'd Ron and Alyssa from Ford for their records. We would like to finalize my start date.

Thank you very much,  
Laura Hood

Sent from my BlackBerry 10 smartphone on the Rogers network.

TAB 44

TAB 44

TAB 44

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**From:** Kunling Ma [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=KUMA]  
**Sent:** 1/23/2017 1:39:51 PM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]; Philipp Heusel [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=pheusel]; Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]  
**Subject:** Re: About vacations after maternity leaves

Hi Rebecca,

Did Ford HR respond about delay my start day?

Thanks,  
Kunling

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

---

**From:** kuma@blackberry.com  
**Sent:** January 19, 2017 3:14 PM  
**To:** rebgraham@blackberry.com; pheusel@blackberry.com; ajessup@blackberry.com  
**Subject:** Re: About vacations after maternity leaves

Great, I will call you tomorrow.

Thanks,  
Kunling

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

---

**From:** rebgraham@blackberry.com  
**Sent:** January 19, 2017 3:11 PM  
**To:** kuma@blackberry.com; pheusel@blackberry.com; ajessup@blackberry.com  
**Subject:** RE: About vacations after maternity leaves

Hi Kunling,

Just got your out of office, sorry didn't realize you were currently out on leave. Do you want to give me a call tomorrow to discuss? You can reach me at 5195778472 anytime between 1-3PM.

Thanks,  
Rebecca

---

**From:** Rebecca Graham  
**Sent:** January-19-17 3:09 PM  
**To:** Kunling Ma; Philipp Heusel; Amber Jessup  
**Subject:** RE: About vacations after maternity leaves

Hi Kunling,

I'm in Ottawa this week as Amber is on vacation. Feel free to pop by Amber's office tomorrow and we can chat. If you can't tomorrow, Amber will be back in the office on Monday.

Speak soon,  
Rebecca

---

**From:** Kunling Ma  
**Sent:** January-19-17 3:04 PM  
**To:** Philipp Heusel; Dana Samuel; Amber Jessup  
**Cc:** Rebecca Graham  
**Subject:** Re: About vacations after maternity leaves

Hi Amber,

Could you look into my special case and help me out?

Thanks,  
Kunling

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

---

**From:** [pheusel@blackberry.com](mailto:pheusel@blackberry.com)  
**Sent:** January 19, 2017 3:00 PM  
**To:** [kuma@blackberry.com](mailto:kuma@blackberry.com); [dsamuel@blackberry.com](mailto:dsamuel@blackberry.com); [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Subject:** RE: About vacations after maternity leaves

+ Amber who covers for Dana

---

**From:** Kunling Ma  
**Sent:** Thursday, January 19, 2017 2:55 PM  
**To:** Dana Samuel <[dsamuel@blackberry.com](mailto:dsamuel@blackberry.com)>  
**Cc:** Philipp Heusel <[pheusel@blackberry.com](mailto:pheusel@blackberry.com)>  
**Subject:** About vacations after maternity leaves

Hi Dana,

It's almost one year since last time I contacted you, hope everything works good.

As we talked before, I could append four weeks of vacation which accumulated during the maternity leave at the end of my maternity leave. But it comes to be very tricky because I will take offer from Ford and I will transfer to Ford right after the maternity leave. What could I do with these four weeks of vacations? Ideally I want to have these four weeks of vacations in Ford, but I am not sure if BlackBerry could talk with Ford about that or not. Could you tell me what options do I have?

Could you kindly add Ford's HR in this thread if they need to be involved?

Thanks,  
Kunling

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



TAB 45

TAB 45

TAB 45



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**From:** Kunling Ma [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=KUMA]  
**Sent:** 1/24/2017 11:48:16 AM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]; Philipp Heusel [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=pheusel]; Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]  
**Subject:** Re: About vacations after maternity leaves

Hi Rebecca,

Just let you know that I would accept the start day as the Ford offer proposed, so the four weeks vacation which accumulated during maternity leave would be payed out as you mentioned to me.

Thanks a lot for your help!

Best regards,  
Kunling

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

---

**From:** rebgraham@blackberry.com  
**Sent:** January 23, 2017 2:59 PM  
**To:** kuma@blackberry.com; pheusel@blackberry.com; ajessup@blackberry.com  
**Subject:** RE: About vacations after maternity leaves

Hi Kunling,

As discussed, you would need to discuss with Ford if you wanted to amend your start date.

Rebecca

---

**From:** Kunling Ma  
**Sent:** January-23-17 1:40 PM  
**To:** Rebecca Graham; Philipp Heusel; Amber Jessup  
**Subject:** Re: About vacations after maternity leaves

Hi Rebecca,

Did Ford HR respond about delay my start day?

Thanks,  
Kunling

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

---

**From:** [kuma@blackberry.com](mailto:kuma@blackberry.com)  
**Sent:** January 19, 2017 3:14 PM  
**To:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com); [pheusel@blackberry.com](mailto:pheusel@blackberry.com); [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Subject:** Re: About vacations after maternity leaves

Great, I will call you tomorrow.

Thanks,  
Kunling

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

---

**From:** [rebgraham@blackberry.com](mailto:rebgraham@blackberry.com)  
**Sent:** January 19, 2017 3:11 PM  
**To:** [kuma@blackberry.com](mailto:kuma@blackberry.com); [pheusel@blackberry.com](mailto:pheusel@blackberry.com); [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Subject:** RE: About vacations after maternity leaves

Hi Kunling,

Just got your out of office, sorry didn't realize you were currently out on leave. Do you want to give me a call tomorrow to discuss? You can reach me at 5195778472 anytime between 1-3PM.

Thanks,  
Rebecca

---

**From:** Rebecca Graham  
**Sent:** January-19-17 3:09 PM  
**To:** Kunling Ma; Philipp Heusel; Amber Jessup  
**Subject:** RE: About vacations after maternity leaves

Hi Kunling,

I'm in Ottawa this week as Amber is on vacation. Feel free to pop by Amber's office tomorrow and we can chat. If you can't tomorrow, Amber will be back in the office on Monday.

Speak soon,  
Rebecca

---

**From:** Kunling Ma  
**Sent:** January-19-17 3:04 PM  
**To:** Philipp Heusel; Dana Samuel; Amber Jessup  
**Cc:** Rebecca Graham  
**Subject:** Re: About vacations after maternity leaves

Hi Amber,

Could you look into my special case and help me out?

Thanks,  
Kunling

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

---

**From:** [pheusel@blackberry.com](mailto:pheusel@blackberry.com)  
**Sent:** January 19, 2017 3:00 PM  
**To:** [kuma@blackberry.com](mailto:kuma@blackberry.com); [dsamuel@blackberry.com](mailto:dsamuel@blackberry.com); [ajessup@blackberry.com](mailto:ajessup@blackberry.com)  
**Subject:** RE: About vacations after maternity leaves

+ Amber who covers for Dana

---

**From:** Kunling Ma  
**Sent:** Thursday, January 19, 2017 2:55 PM  
**To:** Dana Samuel <[dsamuel@blackberry.com](mailto:dsamuel@blackberry.com)>  
**Cc:** Philipp Heusel <[pheusel@blackberry.com](mailto:pheusel@blackberry.com)>  
**Subject:** About vacations after maternity leaves

Hi Dana,

It's almost one year since last time I contacted you, hope everything works good.

As we talked before, I could append four weeks of vacation which accumulated during the maternity leave at the end of my maternity leave. But it comes to be very tricky because I will take offer from Ford and I will transfer to Ford right after the maternity leave. What could I do with these four weeks of vacations? Ideally I want to have these four weeks of vacations in Ford, but I am not sure if BlackBerry could talk with Ford about that or not. Could you tell me what options do I have?

Could you kindly add Ford's HR in this thread if they need to be involved?

Thanks,  
Kunling

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

**TAB 46**

**TAB 46**

**TAB 46**

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**From:** Dao Van [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=DVAN]  
**Sent:** 1/25/2017 9:49:24 AM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca Graham9b5]  
**CC:** Lisa Carswell [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=lcarswell]  
**Subject:** RE: Employment at Ford

Hi Rebecca,

I am still looking and will keep you posted. Thank you very much.

Dao Van

---

**From:** Rebecca Graham  
**Sent:** Tuesday, January 24, 2017 3:48 PM  
**To:** Dao Van <DVan@blackberry.com>  
**Cc:** Lisa Carswell <lcarswell@blackberry.com>  
**Subject:** RE: Employment at Ford

Thank you for letting us know Dao.

If there are any SW Licensing roles or roles within BlackBerry that you're interested in, please let us know. Also, it would be beneficial for you to speak with Chris.

Take care,  
Rebecca

---

**From:** Dao Van  
**Sent:** January-24-17 9:01 AM  
**To:** Rebecca Graham  
**Cc:** Lisa Carswell  
**Subject:** FW: Employment at Ford

FYI...

---

**From:** Dao Van  
**Sent:** Tuesday, January 24, 2017 9:00 AM  
**To:** 'aandree@ford.com' <[aandree@ford.com](mailto:aandree@ford.com)>  
**Subject:** Employment at Ford

Good Morning Alyssa,

I would like to inform you that I had decided to stay with BlackBerry. The offer from Ford is more than generous and under normal circumstance, I would have gladly accepted it.

However, I have been with BlackBerry from the early beginning; going through good and bad time and find it personally extremely tough to let go.

I sincerely thank you for your time and dedication and passion for helping us with this transition. Please let me know if you have any questions for me.

Have a nice day Alyssa

Dao Van  
BlackBerry  
Operations Manager  
Office 519.888.7465 x75966  
[dvan@blackberry.com](mailto:dvan@blackberry.com)

**TAB 47**

**TAB 47**

**TAB 47**

---

**From:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]  
**Sent:** 1/25/2017 4:10:05 PM  
**To:** Dao Van [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=DVan]  
**CC:** Lisa Carswell [/O=RESEARCH IN MOTION/OU=RIM\_Mail/cn=Recipients/cn=lcarswell]  
**Subject:** RE: Employment at Ford

Good stuff! ☺

---

**From:** Dao Van  
**Sent:** January-25-17 4:07 PM  
**To:** Rebecca Graham  
**Cc:** Lisa Carswell  
**Subject:** RE: Employment at Ford

Hi Rebecca,

After discussion with Chris, he said he and his team are looking a role that will fit me. He will keep me posted in next 2 weeks. Thanks.

Dao Van

---

**From:** Rebecca Graham  
**Sent:** Tuesday, January 24, 2017 3:48 PM  
**To:** Dao Van <[DVan@blackberry.com](mailto:DVan@blackberry.com)>  
**Cc:** Lisa Carswell <[lcarswell@blackberry.com](mailto:lcarswell@blackberry.com)>  
**Subject:** RE: Employment at Ford

Thank you for letting us know Dao.

If there are any SW Licensing roles or roles within BlackBerry that you're interested in, please let us know. Also, it would be beneficial for you to speak with Chris.

Take care,  
Rebecca

---

**From:** Dao Van  
**Sent:** January-24-17 9:01 AM  
**To:** Rebecca Graham  
**Cc:** Lisa Carswell  
**Subject:** FW: Employment at Ford

FYI...

---

**From:** Dao Van  
**Sent:** Tuesday, January 24, 2017 9:00 AM  
**To:** 'aandree@ford.com' <[aandree@ford.com](mailto:aandree@ford.com)>  
**Subject:** Employment at Ford

Good Morning Alyssa,



I would like to inform you that I had decided to stay with BlackBerry. The offer from Ford is more than generous and under normal circumstance, I would have gladly accepted it. However, I have been with BlackBerry from the early beginning; going through good and bad time and find it personally extremely tough to let go. I sincerely thank you for your time and dedication and passion for helping us with this transition. Please let me know if you have any questions for me.

Have a nice day Alyssa

Dao Van  
BlackBerry  
Operations Manager  
Office 519.888.7465 x75966  
[dvan@blackberry.com](mailto:dvan@blackberry.com)

**TAB 48**

**TAB 48**

**TAB 48**

---

**From:** James Kerr [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=JAKERR]  
**Sent:** 1/27/2017 4:33:30 PM  
**To:** Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rebecca.Graham9b5]  
**CC:** Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber.Jessup548]  
**Subject:** Re: questions

Thanks Rebecca,  
Have a great weekend too.  
James,

Sent from my BlackBerry 10 smartphone on the Bell network.

---

**From:** Rebecca Graham  
**Sent:** Friday, January 27, 2017 4:02 PM  
**To:** James Kerr  
**Cc:** Amber Jessup  
**Subject:** RE: questions

Hi James,

Thank you for letting me know of your decision. I spoke to Adam and Amber on this. She will circle back with you soon.

I hope you have a great weekend.

Thanks,  
Rebecca

---

**From:** James Kerr  
**Sent:** January-27-17 1:56 PM  
**To:** Rebecca Graham  
**Cc:** James Kerr  
**Subject:** RE: questions

Hi Rebecca,

I just want to update you on my situation. I have declined the Ford offer. I have talked with Don Spry who is the Manager for the security test team in Mobility Solutions. I would like to express that I want to join his team. I have also made this known to Amber. There is an opening in his team but an offer has gone to an external person who has not started employment at BlackBerry. I am hoping that I will be able to take the position on Don Spry's team instead since I am already an employee in the Mobility Solutions and it is a job that I am excited about and would help me in my career.

I am not sure when a decision can be made but hopefully it would be soon.

Thanks,  
James,

---

**From:** Rebecca Graham  
**Sent:** Monday, January 23, 2017 10:01 AM  
**To:** James Kerr <[jkerr@blackberry.com](mailto:jkerr@blackberry.com)>  
**Subject:** RE: questions

Hi James,

I'm back in Waterloo now. Have you made a decision on your Ford offer?

Thanks,  
Rebecca

---

**From:** James Kerr  
**Sent:** January-23-17 9:47 AM  
**To:** Rebecca Graham  
**Subject:** RE: questions

Hi Rebecca,

I was wondering if you were back in Ottawa this week? From below I am assuming you are not. Do I talk to Amber now about potential jobs for me in BlackBerry?

Thanks,  
James,

---

**From:** Rebecca Graham  
**Sent:** Wednesday, January 18, 2017 12:47 PM  
**To:** James Kerr <[jkerr@blackberry.com](mailto:jkerr@blackberry.com)>  
**Subject:** RE: questions

Hi James,

I'm in Ottawa for the balance of the week and I'm sitting in Amber's office. My afternoon today is fairly open (1PM onwards) so please stop by when it works for you. I'm also available tomorrow and Friday. If you want to send your questions ahead of time via email, that's fine or we can cover when we meet.

Rebecca

---

**From:** James Kerr  
**Sent:** January-18-17 12:45 PM  
**To:** Rebecca Graham  
**Subject:** questions

Hi Rebecca,

In my meeting invite for the Ford offers your name was there in the invite as available for questions.

I am guessing you are from the BlackBerry side of HR. I had a couple questions, do we need to schedule a time? Can I submit over email?

If we meet, I am free anytime you are available.

Thanks,

James Kerr  
Software Test Specialist II  
Application Platform  
Office: +1 (613) 595-4170 x 12070  
[jkerr@blackberry.com](mailto:jkerr@blackberry.com)  
BlackBerry Limited

TAB 49

TAB 49

TAB 49

Count of Employee ID	Column Labels	Mississauga	Ottawa	San Diego	San Mateo	Sunrise	Waterloo	Grand Total
Row Labels	Cary							
(blank)		11	28				6	

**TAB 50**

**TAB 50**

**TAB 50**

## Questions and Answers following Mobility Solutions Announcements

**This document is for the use of HR and People Leaders in Mobility Solutions. It should not be distributed further or the document shared with employees.**

The below FAQ is intended to be used ONLY by BlackBerry HR and Leaders and help them answer some common questions concerning the announcements made on December 8<sup>th</sup>.

### Generic:

- 1) **If I receive an offer can I know my other options before I make a decision?**
  - a. BlackBerry employees are encouraged to strongly consider their offer from Ford or TCL. If an employee declines the offer, BlackBerry will check into internal redeployment, where possible.
- 2) **If we aren't on Silver and the function that we perform isn't in scope for TCL or Software Licensing, and it is obvious our roles will become redundant, can we know our end date?**
  - a. Employees should speak with their Leader and/or SLT if they have questions or concerns regarding their employment and future with BlackBerry.

### Questions on Ford Employment:

BlackBerry employees who receive an offer from Ford may contact the following Ford representatives:

- US Employees: Martha MacLachlan <mmaclac1@ford.com>
- Canadian Employees: Alyssa Andree <aandree@ford.com>

### Questions on TCL Employment:

**Employees' questions should be directed to BlackBerry HRBP who will work with TCL to get the answers for you:**

Employees who have questions may contact the following BlackBerry HRBPs

- EMEA employees: Virginie Adam
- APAC & NA employees: Rebecca Graham, Lisa Carswell, Amber Jessup, Jennifer Mascarin

### Questions on BlackBerry Matters:

- 1) **Did BlackBerry provide Ford with information on employees' compensation and employment with BlackBerry?**
  - a. BlackBerry signed an agreement with Ford for engineering services and the opportunity to transition in-scope BlackBerry employees to Ford. Some information on in-scope BlackBerry employees was shared under strict confidentiality.
- 2) **Why were employees not consulted before this information was shared with a 3<sup>rd</sup> party?**



- a. In light of the confidentiality of this agreement and the time needed to properly identify in-scope employees, BlackBerry had to share some employee-related information before we were able to announce this agreement internally.
- 3) **Has salary/employee info been shared with TCL?**
- a. BlackBerry signed a Master Services and License Agreement with TCL under which some employees will transition to TCL. Some basic information on in-scope BlackBerry employees has been shared under strict confidentiality. This will allow TCL to more accurately evaluate such in-scope BlackBerry employees and will make their subsequent transition as seamless as possible.
- 4) **Will the employees get to use up their HSA and PSA balances prior to moving to Ford/TCL, or will those be pro-rated?**
- a. **Canada:**
    - i. If you have remaining PSA or HSA credits, any eligible expenses incurred on or prior to your last day of employment with BlackBerry are eligible for reimbursement; however, you will need to submit your expense(s) within 90 days of your last day of BlackBerry employment. You can confirm your HSA and/or PSA balance by visiting go/sunlife or [www.mysunlife.com](http://www.mysunlife.com).
  - b. **U.S.:**
    - i. **Health Savings Account (HSA)**
      1. If you contributed to an HSA through BlackBerry, your contributions will cease upon your last pay from BlackBerry.
      2. The funds in this account are yours to take with you when you leave BlackBerry. You will be receiving a notice from PayFlex shortly regarding your account options.
      3. PayFlex contact information: Phone: 1-800-284-4885; Website: [www.healthhub.com](http://www.healthhub.com)
    - ii. **Flexible Spending Account (FSA)**
      1. If you have a Health Care FSA, you will need to submit any expenses incurred on or prior to your last day of BlackBerry employment to WageWorks for processing within 90 days of your last day of employment. You are eligible to continue your Health Care FSA through COBRA. Further details on how to continue to participate in the Health Care FSA will be provided in your COBRA election package.
      2. If you have a Dependent Care FSA, you will need to submit any expenses incurred on or prior to your last day of BlackBerry employment directly to WageWorks for processing within 90 days of your last day of employment.
      3. WageWorks contact information: Phone: 1-877-924-3967; Website: [www.wageworks.com](http://www.wageworks.com)
    - iii. **Fitness Reimbursement Program**
      1. If you have a receipt(s) that you have not yet submitted for your Fitness Reimbursement Program, please submit your receipt(s) to the HR

Shared Services team via email (HRAdmin@blackberry.com). Expenses incurred on or prior to your last day of BlackBerry employment are eligible for reimbursement; however you will need to submit your expense(s) within 90 days of your last day of employment.

- 5) **Will BlackBerry pay out vacation at time of transfer or do the vacation days get transferred to Ford?**
  - a. Any vacation days/hours that have been accrued but not taken will be paid out on the employee's final pay in accordance with our vacation policy.
- 6) **Will employees still be eligible to receive ViP?**
  - a. Mobility Solutions performance against the performance metrics will be evaluated before payout decision can be made.
- 7) **If someone declines the offer from Ford, will they be laid off (with benefits package) or stay employed by BlackBerry?**
  - a. Employees who decline an offer from Ford (or TCL) will be considered for redeployment within Mobility Solutions and BlackBerry where possible.
- 8) **If employees accept an offer from Ford (or TCL), do they need to resign from BlackBerry? How is this treated?**
  - a. Employees who accept an offer from Ford (or TCL) will be considered as having resigned from their BlackBerry position. Confirmation of this decision should be made in writing by the employee to BlackBerry HR and the employee's Leader.
- 9) **Will Leaders be required to complete performance reviews for employees who are moving to Ford/TCL? Or if the Leader is moving to Ford/TCL, will the Leader need to complete the performance reviews for the team?**
  - a. Yes. As employees will transition March 1, 2017, Leaders should complete the focal FY17 performance reviews.
- 10) **If an employee has BlackBerry equity that hasn't yet vested, will the unvested portion expire on March 1<sup>st</sup>, or will it vest immediately?**
  - a. Unvested equity will expire and forfeited. Unvested shares will return to the BlackBerry equity pool.
- 11) **For equity that has vested, do employees need to move the shares out and transfer them within the 90-day period?**
  - a. Yes; employees will need to move their vested equity from Solium within 90 days from their last day of employment with BlackBerry.
- 12) **Can HR participate in team town halls to answer questions? Will there be BB HR sessions and will there be Ford HR sessions as well?**
  - a. Mobility Solutions HRBPs will be available to answer employees' questions and will hold drop-in sessions.
- 13) **Can we keep our existing phone numbers and/or Devices when we go to Ford/TCL?**
  - a. BlackBerry employees who accept an offer from TCL or Ford will be allowed to keep their BlackBerry phone number. If the employee currently uses a secure BlackBerry device, the employee may take it provided that it has been wiped of all company data. No beta or development devices will be released. ONLY ONE approved BlackBerry device

and phone number will be released to each employee. BlackBerry will no longer be responsible for any costs associated with the device. All competitive and non-approved devices must be returned prior to the employee's last day of BlackBerry employment.

- 14) **Will Ford HR be doing info sessions, or will they only be here when they are ready to issue offers in January?**
  - a. Ford HR is available via email (please see contact info above)
  - b. Ford will be onsite in mid-January to present offers of employment to in-scope and selected individuals. Ford will also be available at this time to answer questions.
- 15) **Will both Ford and BlackBerry HR be present during the offer process so employees can ask questions of each company's reps?**
  - a. BlackBerry HR will be available to support the process and employees.
  - b. Employee offer meetings will be private between the employee and Ford (or TCL). The offers will be comparable to or better than what the employee has at BlackBerry in accordance with the agreement.
- 16) **What happens to my relationship with BlackBerry if I don't get an offer from Ford/TCL?**
  - a. Employees who do not receive an offer from Ford/TCL will be considered for redeployment within Mobility Solutions and other organizations within BlackBerry where possible.
- 17) **I was not selected to work on Engineering Services but I am interested in joining Ford, may I apply?**
  - a. Only in-scope employees will be offered positions with Ford.
- 18) **I was not selected to work on Engineering Services but a colleague was and plans to decline, may I switch with them?**
  - a. If this situation arises, please discuss directly with your Leader and HRBP, and will evaluate then.
- 19) **Who can I contact regarding my employment and country consultation process in EMEA?**
  - a. Employees should contact Virginie Adam regarding their country process.
- 20) **If I decline an offer from TCL, will I be laid off?**
  - a. Employees who decline an offer from TCL will be considered for redeployment within BlackBerry where possible.

# Tab C

THIS IS EXHIBIT "C" TO THE  
AFFIDAVIT OF LEIGH NORTON  
SWORN BEFORE ME THIS 31ST DAY OF JANUARY, 2019.



A Commissioner for Taking Affidavits, etc.

**From:** Lax, Ryan <rlax@torys.com>  
**Sent:** Tuesday, August 21, 2018 12:17 PM  
**To:** Sternberg, Arlen <asternberg@torys.com>; Karine Dion <Karine.Dion@nelligan.ca>  
**Cc:** Leigh Norton <Leigh.Norton@nelligan.ca>; Janice Payne <janice.payne@nelligan.ca>  
**Subject:** RE: Cross-Examinations and new Certification Motion dates

Hi Karine,

I am responding regarding your documentary questions.

**December 9 Town Hall PowerPoint:** We have located a version of a PowerPoint that appears to have been intended for use at the December 9, 2016 Town Hall meeting, but we have not been able to confirm whether it is in fact the final version that was presented to employees at that meeting. We are providing the version that we have located on this basis (and on the same basis as other confidential material previously provided). If it is discovered that there was a different final version, we will advise. The PowerPoint can be downloaded from the following link: <https://torys.sharefile.com/d-s949f12f62b04937b>. It has been zipped and password protected. No specialized software is needed. I will send the password in a separate email. The documents should be downloaded and unzipped before they are reviewed. To unzip, please right-click on the downloaded **.zip** file and select “extract all”, after which you will be prompted to enter the password.

**Question 7 of Refusals Motion:** The list of 299 employees was requested through the plaintiff’s question #7 on the refusals motion (qq. 158-158 on the Cross-Examination of Rebecca Graham). Justice Charbonneau, in his June 12, 2018 endorsement (as clarified in his June 25, 2018 endorsement), ruled that Question 7 is “not relevant and not necessary.” BlackBerry will comply with Justice Charbonneau’s ruling on the matter and will accordingly not answer this question.

**Questions for Colin Ho:** We are still following up with Colin Ho to obtain the documents and hope to respond shortly.

Kind regards,

Ryan Lax

P. 416.865.8166 | F. 416.865.7380 | 1.800.505.8679  
79 Wellington St. W., 30th Floor, Box 270, TD South Tower  
Toronto, Ontario M5K 1N2 Canada | [www.torys.com](http://www.torys.com)

**TORYS**  
LLP



# ALL HANDS BRIEFING

December 9, 2016

# Ford



Ralph Pini  
VP, Mobility Solutions

Online: Ottawa, Waterloo, Mississauga, Cary, San Diego, Sunrise





# BlackBerry Signs Agreement with Ford Motor Company for Expanded Use of BlackBerry's QNX and Security Software

Waterloo, ON – Oct. 31, 2016 – BlackBerry Limited (NASDAQ: BBRY; TSX: BB), a global leader in secure mobile communications, announced an agreement has been signed with Ford Motor Company for expanded use of BlackBerry's QNX and security software. The deal signifies an acceleration in BlackBerry's pivot from hardware to software in support of the automaker's goal of providing connected vehicles and mobility to its customers.

## What does this mean?

- The project agreement which commenced in late October and runs through February 28<sup>th</sup>, 2017.
- The agreement is for Blackberry to provide resources for the Project management, technical execution, testing and delivery of several Engineering Projects.
- This is a long term collaborative partnership with a plan for Ford to also acquire the human resources to strengthen Ford's in-house software capability.
- Blackberry offices supporting Ford, are in six locations, 3 in Canada (Mississauga, Ottawa and Toronto) and 3 in the U.S. (Florida, North Carolina and California).
- Ford plans to maintain these locations with the new (to Ford) resources.
- ***Ford intends to make offers to more than 400 Blackberry employees, so for those attending today, you are very likely to get an offer to join Ford.***

# Ford Participant Introductions

## Ottawa

Chuck Gray, Global Director, Electrical and Electronics Systems Engineering  
Chuck Monastra, Manager Human Resources Product Development

## Waterloo

Gary Jablonski – Chief Engineer Sync Technologies  
Ron Cook, HR Business Operations Manager  
Alyssa Andree, HR Business Partner

## Mississauga

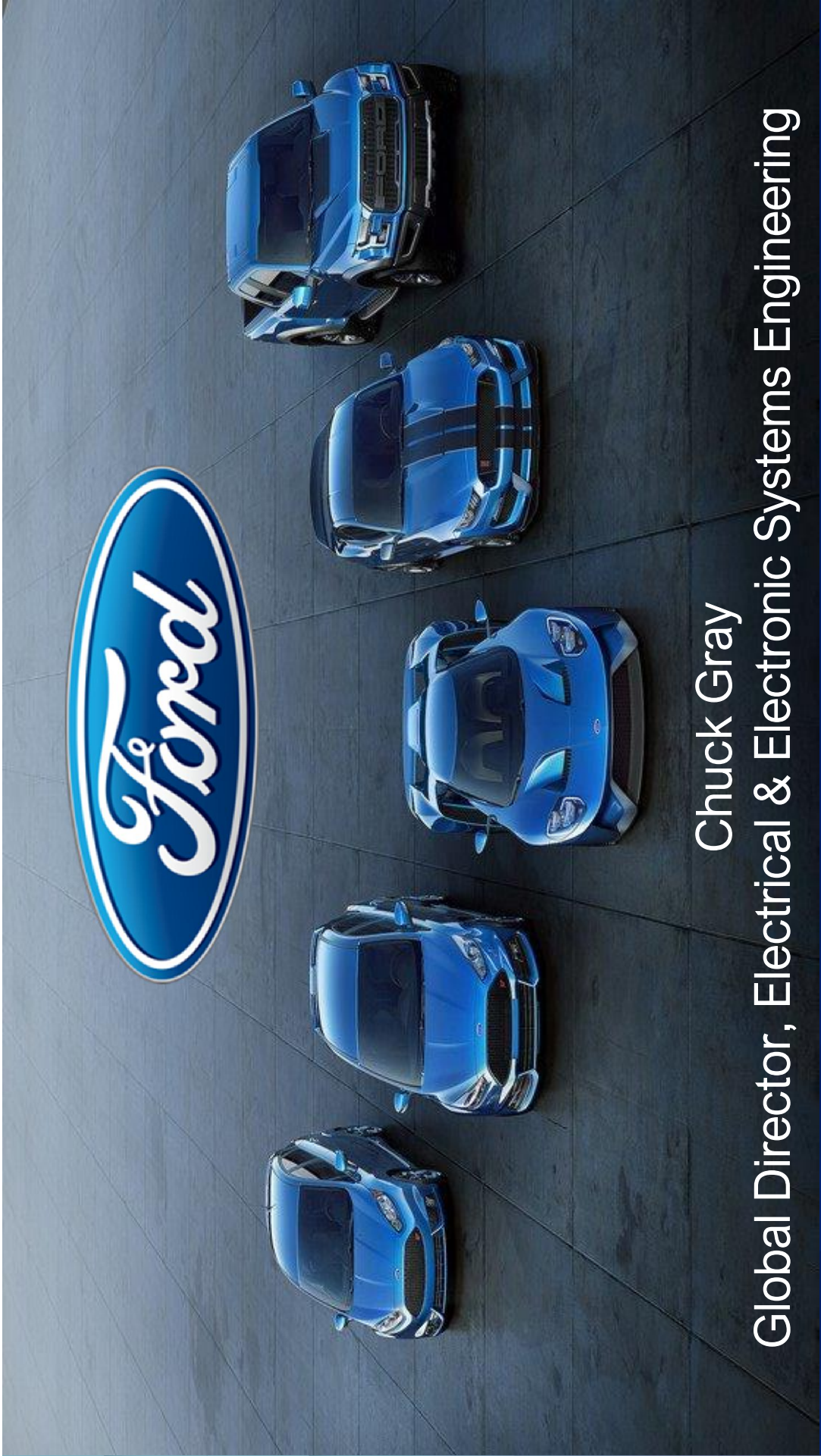
Mark Buzzell, President and CEO, Ford of Canada  
Jeff Ostrowski – Manager In Vehicle Infotainment Software  
Steve Majer, VP HR, Ford of Canada

## Sunrise

Jim Buczkowski, Henry Ford Technical Fellow & Director, Ford Research  
Stuart Taylor, Chief Engineer, Electrical and Electronic Systems

## Cary

Anthony Coopriider, Senior Technical Leader, Global EE Systems  
Martha MacLachlan, Supervisor Human Resources Product Development



Chuck Gray  
Global Director, Electrical & Electronic Systems Engineering

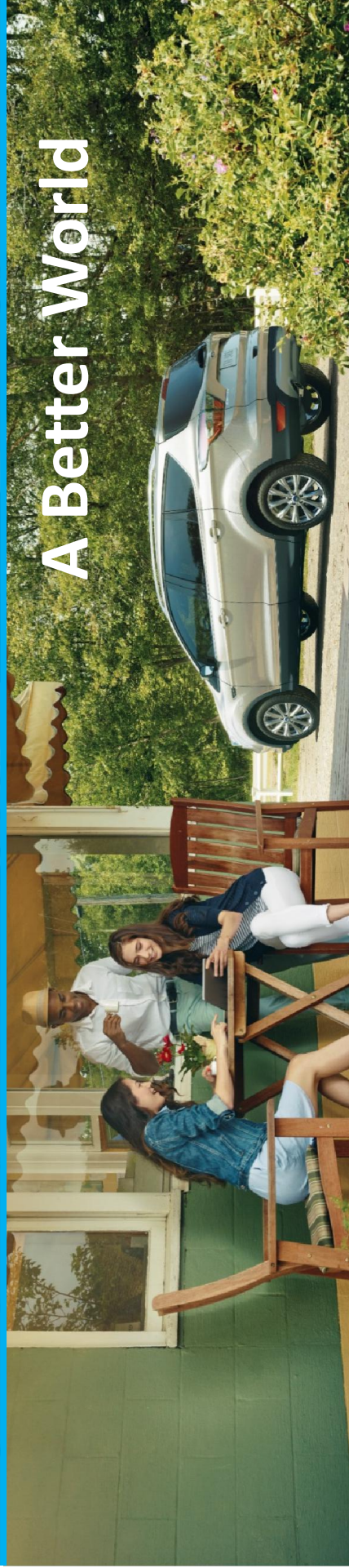




**Great Products**

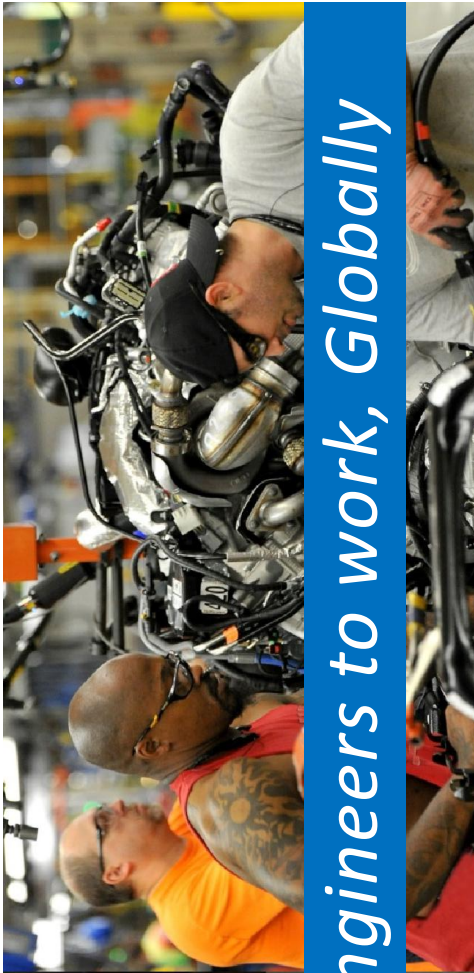
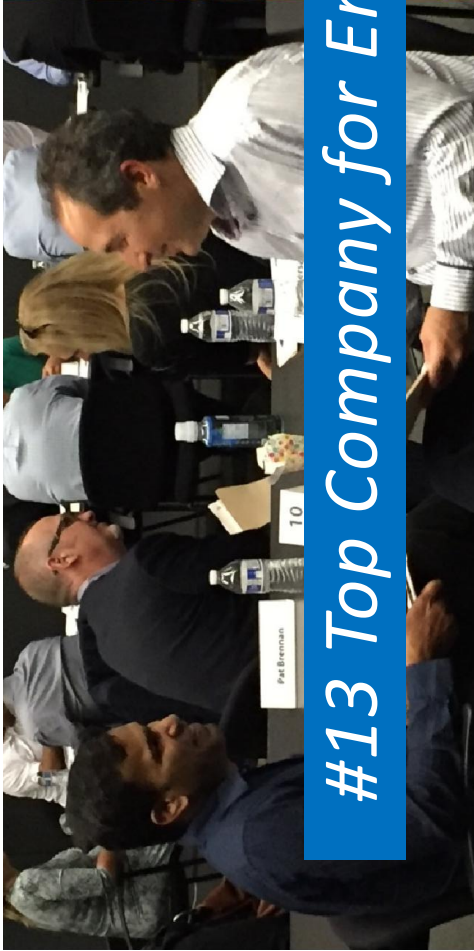


**Strong Business**



**A Better World**





#13 Top Company for Engineers to work, Globally



# FORD PRODUCT DEVELOPMENT AROUND THE WORLD



Research & Innovation Center  
Palo Alto, CA USA



Research & Innovation Center  
Dearborn, MI USA



Ford Technical Centre  
Dunton, England



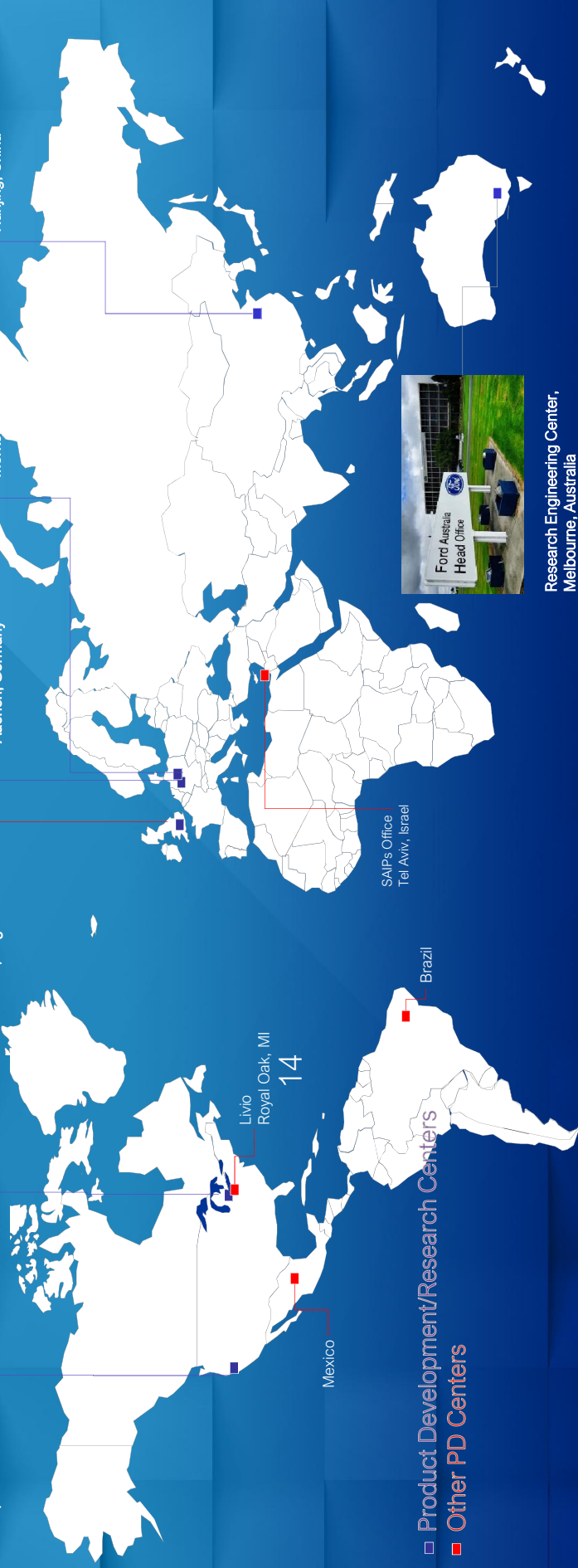
Ford Forschungszentrum  
Aachen, Germany



Ford Forschungszentrum  
Merkefeld, Germany



Research Engineering Center,  
Nanjing, China



Research Engineering Center,  
Melbourne, Australia







## OPENING THE HIGHWAYS TO ALL MANKIND

Back of all the activities of the Ford Motor Company is this Universal idea — a whole-hearted belief that riding on the people's highway should be within easy reach of all the people. An organization, to render any service so widely useful, must be large in scope as well as great in purpose. To conquer the high cost of motoring and to stabilize the factors of production — this is a great purpose. Naturally it requires a large program to carry it out.

It is this thought that has been the stimulus and inspiration to the Ford organization's growth, that has been the incentive in developing inexhaustible resources, boundless facilities and an industrial organization which is the greatest the world has ever known.

In accomplishing its aims the Ford institution has never been daunted by the size or difficulty of any task. It has spared no toil in finding the way of doing each task best. It has dared to try out the untried with conspicuous success.

Such effort has been amply rewarded. For through this organization, the motor car which is contributing in so large a measure toward making life easier, pleasanter and more worth while has been made available to millions.

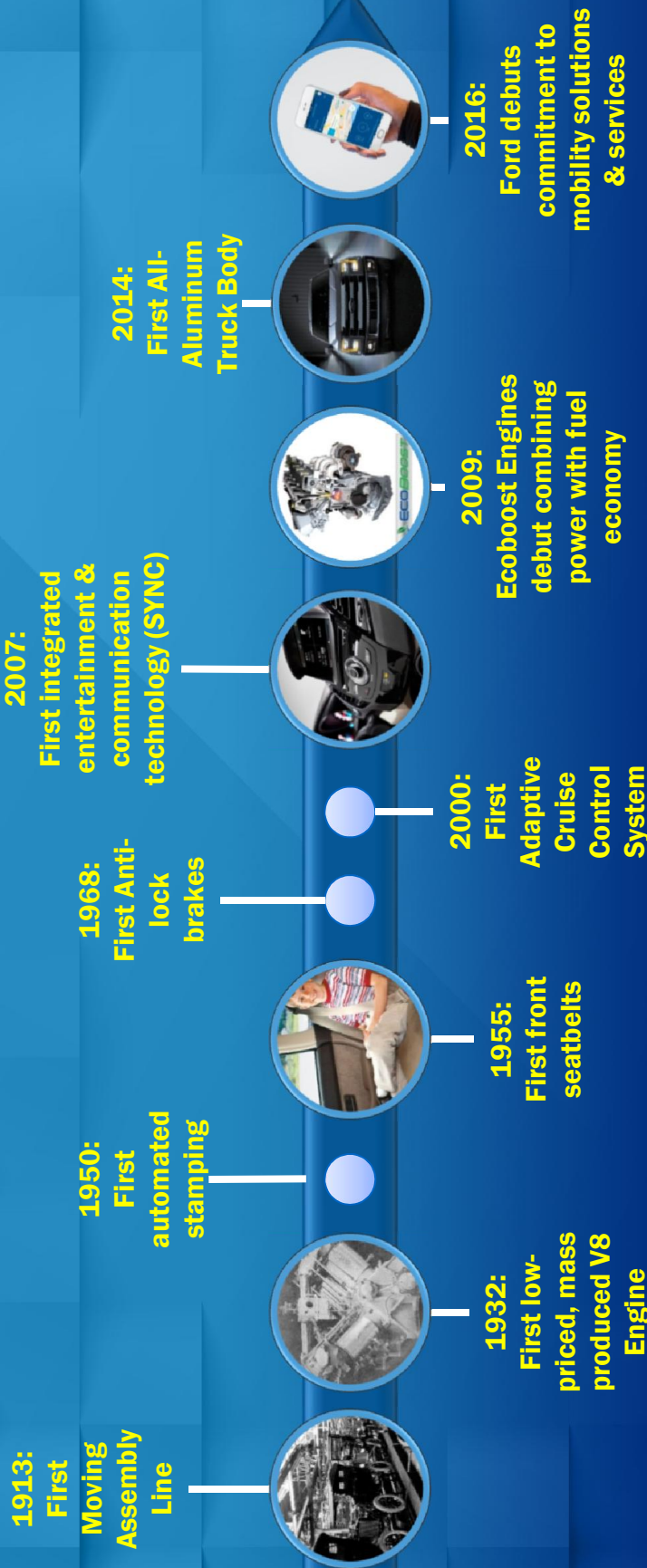
The Ford Motor Company views its situation today less with pride in great achievement than with the sincere and sober realization of new and larger opportunities for service to mankind.

*Ford Motor Company*

Owning and operating road and town motors, rubber lands, sawmills, coke ovens, foundries, power plants, steel furnaces, manufacturing industries, fair transportation, garment makers, glass plants, wood distillation plants and other beds.



# A Culture of Innovation



12/09/2016 – Confidential material

FIRST PRIORITY IS A STRONG CORE BUSINESS





# #1 FOR EIGHT CONSECUTIVE YEARS!

2009

2010

2011

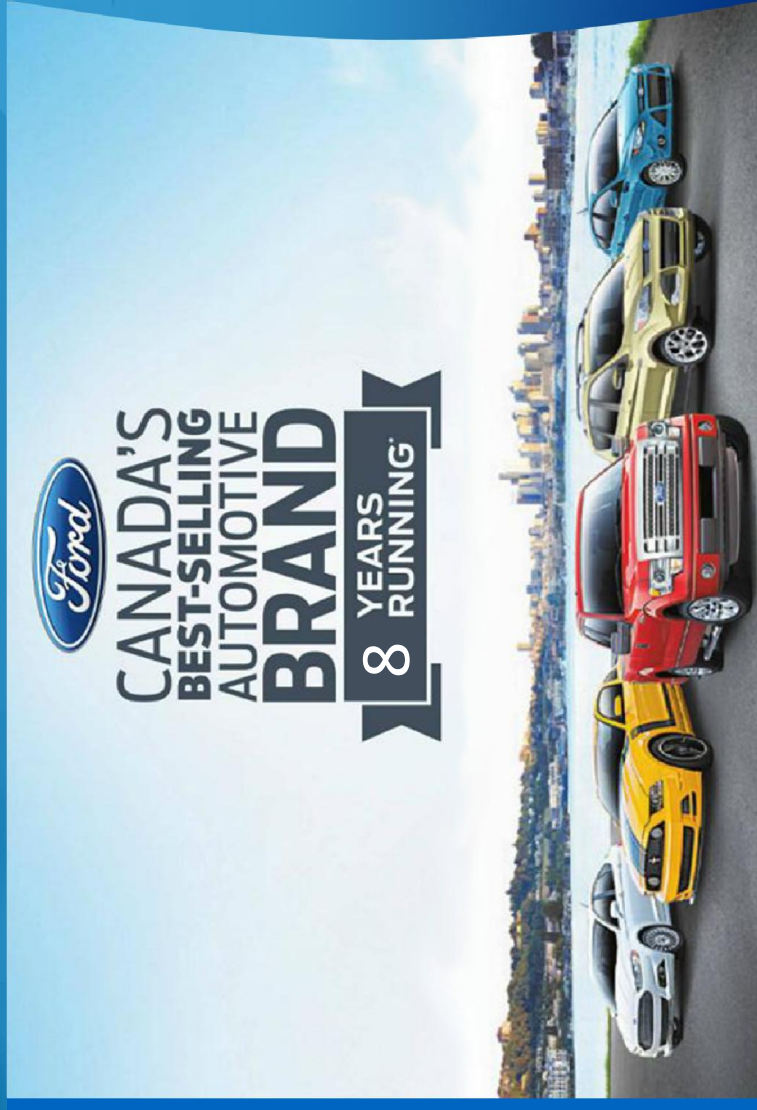
2012

2013

2014

2015

2016



#1



12/09/2016 – Confidential material

# Vision, strategy define where to play and how to win



## VISION MAKING PEOPLE'S LIVES BETTER BY CHANGING THE WAY THE WORLD MOVES

**STRATEGY** Deliver top quartile shareholder returns through focused automotive and high-growth mobility businesses, building on Ford's unique legacy of advancing human progress through a culture driven by the customer and technology and business model innovation



## KEY CAPABILITIES AND ORGANIZATION





| FORD SMART MOBILITY

# The Four Changes in Societal Trends That are Driving Ford's Future

Jim Buczkowski  
 Director, Research & Advanced Engineering

12/09/2016 – Confidential material





MAKING PEOPLE'S LIVES BETTER



WORKING BOTH OUR CORE BUSINESS AND EMERGING OPPORTUNITIES ALLOWS US  
TO BUILD AN EVEN STRONGER FUTURE

# CONSUMER NEEDS AND SOCIETAL TRENDS ARE DRIVING EMERGING BUSINESS OPPORTUNITIES



Go Further



Urbanization



Global  
Middle Class  
Growth



Air Quality



Changing  
Consumer  
Attitudes



# FORD SMART MOBILITY



**CONNECTIVITY**



**MOBILITY**



**AUTONOMOUS  
VEHICLES**



**CUSTOMER  
EXPERIENCE**



**DATA AND  
ANALYTICS**





SPARC®

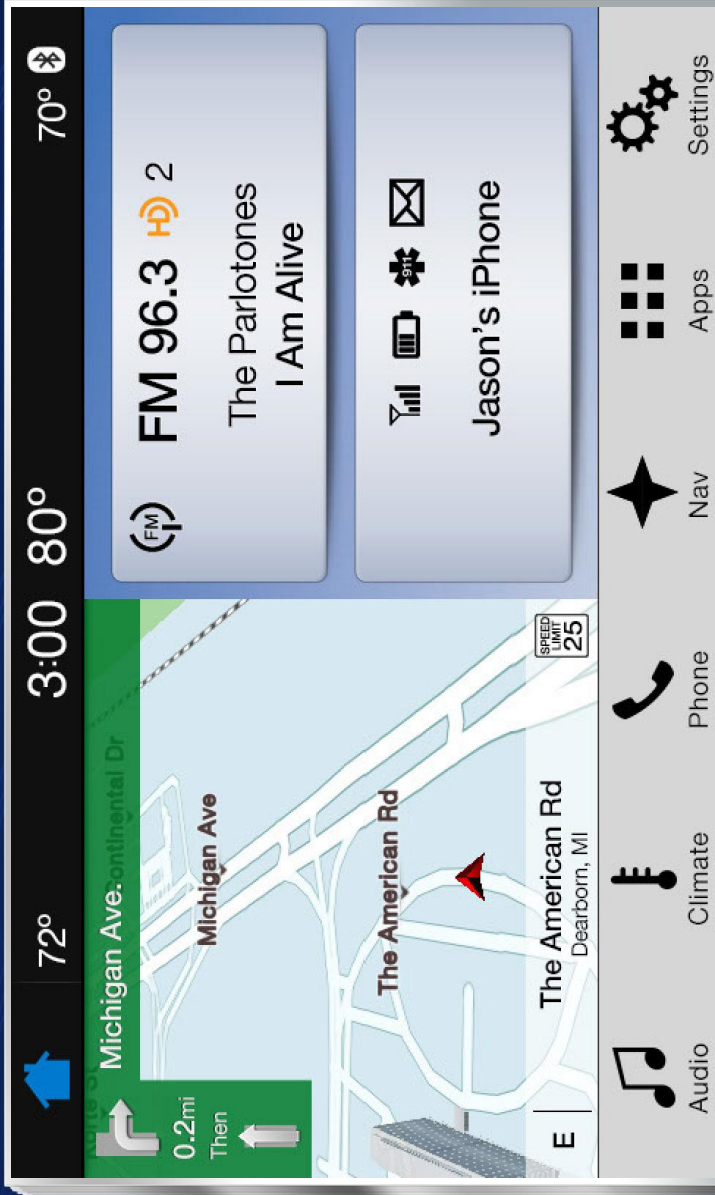
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NEXT-GENERATION

Intuitive Easy to Use Quick



# Graphical Interface





## MORE INTUITIVE:

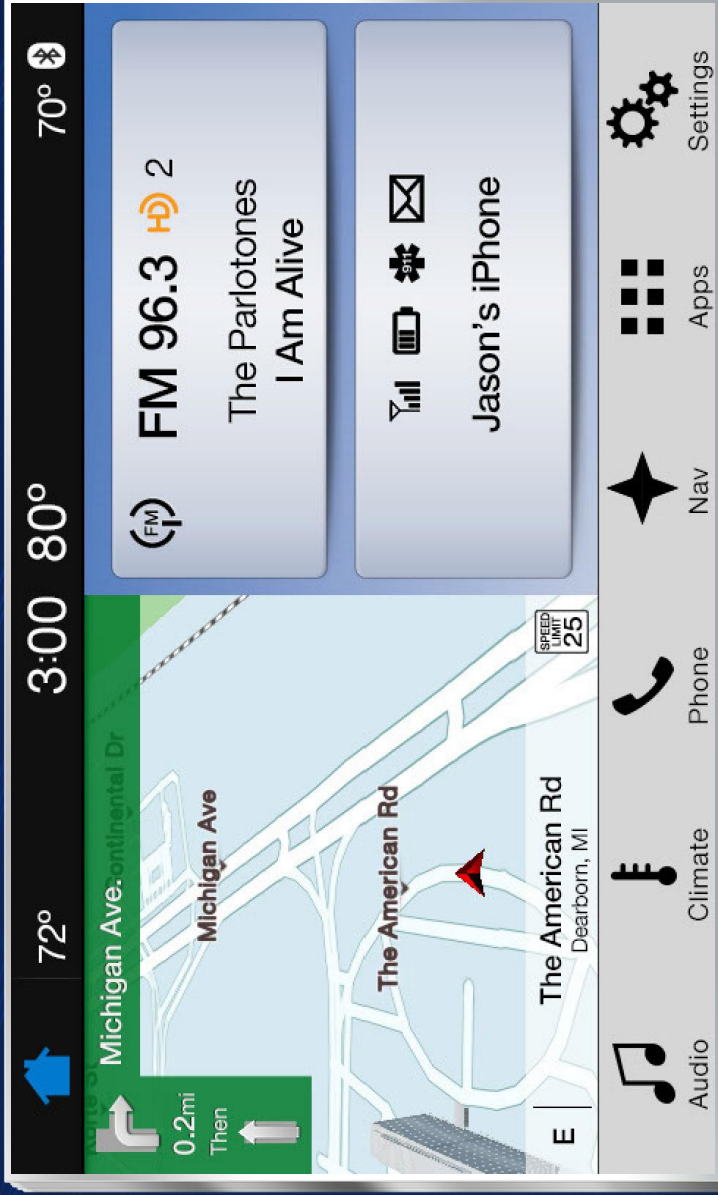
Less information  
on home screen

Larger fonts

Bigger touch zones

Simpler menus

Brighter background



## New Features AppLink – SYNC 3 Compatible Apps

- Apps Currently Available (more to be added)
  - Glympse (Android & iOS)
  - Radio Disney (iOS only)
  - AccuWeather (iOS only)
  - Pandora (Android & iOS)
  - iHeartRadio (Android & iOS)
  - Spotify (Android & iOS)
  - Domino's Pizza (Android & iOS)
  - MLB.com At Bat (Android & iOS only)
  - Aupeo! (Android & iOS only)



AppLink is Ford's version of Smart Device Link, the Open Source, linking standard Ford created and now is being adopted by Toyota and others.

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  - Aupeo! (Android & iOS only)



AppLink is Ford's version of Smart Device Link, the Open Source, linking standard Ford created and now is being adopted by Toyota and others.



# SYNC<sup>®</sup> Connect



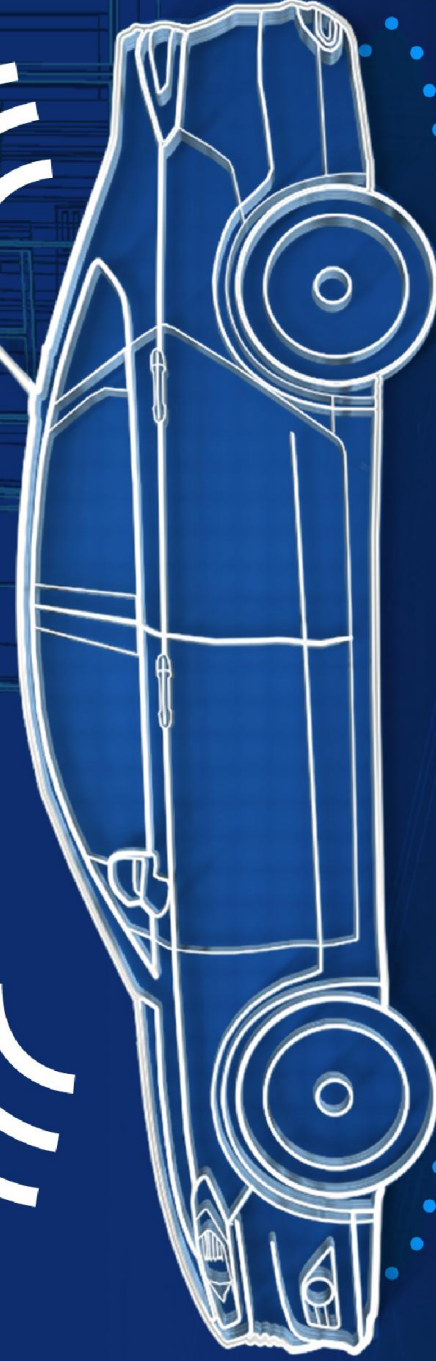
Powered by



WI-FI  
OVER THE AIR  
UPDATES



**BUILT-IN**  
Wi-Fi receiver







**FORD SMART MOBILITY**



**CONNECTIVITY**



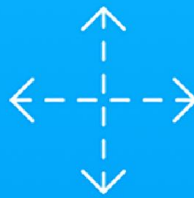
**AUTONOMOUS VEHICLES**



**CUSTOMER EXPERIENCE**



**DATA AND ANALYTICS**

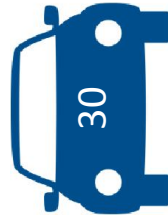


**MOBILITY**

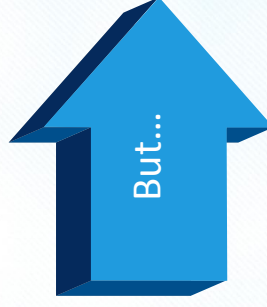
*As we move from our traditional sales business, there are significant opportunities for participation in far more transactions*



Each minute in the U.S. ...



New vehicles sold



9 million miles traveled



125K taxis / Ubers on the road



60K "shared" rides



450K bytes of vehicle data from a connected vehicle



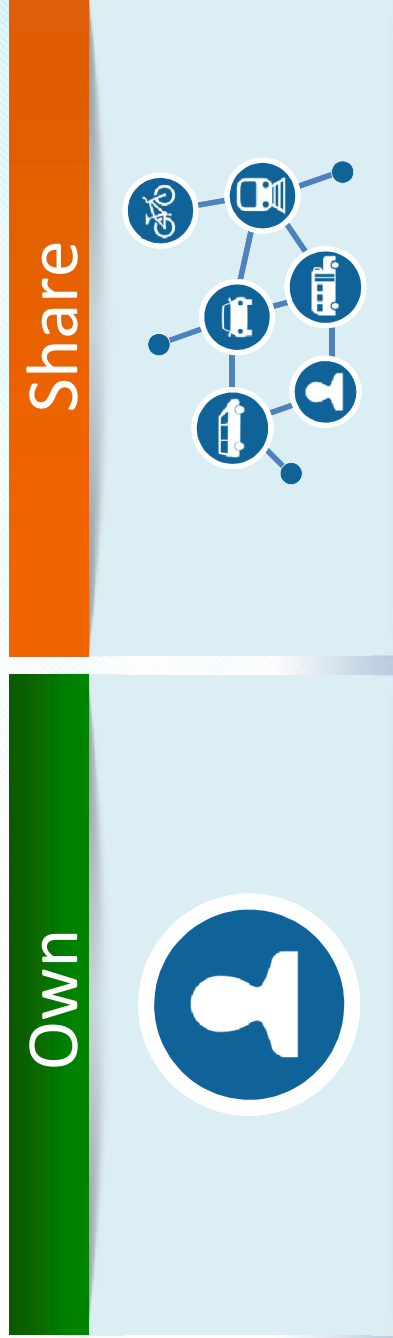
500K+ gigabytes of data transmitted on the Internet



350K cell phone apps downloaded

Source: Estimates based on government and industry data

*Our traditional business is selling cars to individuals and fleets; our emerging businesses are about providing transportation for passengers and goods*



Car  
Truck  
Fleet

Ride share  
Ride hail  
Ride pooling  
Vehicle sharing



*We see a new business model where we can leverage our history to take advantage of the full mobility value chain*



Ford's Historical Orientation




Ford's Mobility Orientation

*What we've done so far...*



**Ford Smart Mobility**




30 global experiments

- ✦ Consumer experience
- ✦ Flexible usership
- ✦ Social collaboration
- ✦ Open innovation
- ✦ Technical developments
- ✦ Established an independent, new Ford entity




**Greenfield Labs**



- ✦ Draws on existing Ford resources and selected new talent
- ✦ Focuses on consumer experience in shared transportation
- ✦ Explores and launches new businesses using design thinking methodology




**New announcements**



New City Solutions organization to foster low-friction multi-modal travel in cities

Purchase of Chariot – Bay area shuttle-based commuter transit



**Ford GoBike**

Partnership in San Francisco with Motivate Bike Share



# Ford will play and win in businesses that are part of a mobility system and offer unique value to customers and cities



## Layers of value in mobility

	9 million miles traveled
	125K taxis / Ubers on the road
	60K "shared" rides
	450K bytes of vehicle data from a connected vehicle
	500K+ gigabytes of data transmitted on the internet
	350K cell phone apps downloaded



## Where we will play and win

	City solutions
	Dynamic shuttle
	Bike sharing

Source: Estimates based on government and industry data

# Dynamic shuttle leverages global van and fleet strength with Chariot acquisition to grow rapidly

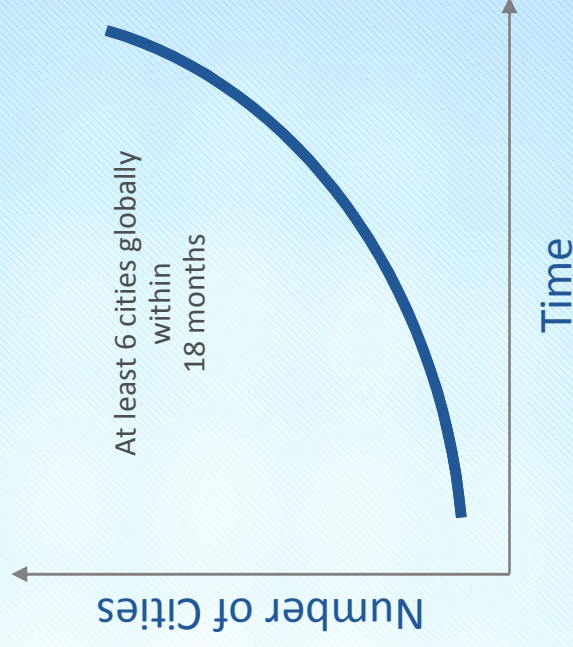


Market leader in vans and commercial / government fleets

Shuttle will beam route and use information to the cloud for storage and analytical design



Routes are dynamic; driven by user demand. This allows us to produce yield pricing opportunities.





**FORD SMART MOBILITY**



**MOBILITY**



**CONNECTIVITY**



**CUSTOMER EXPERIENCE**



**DATA AND ANALYTICS**



**AUTONOMOUS VEHICLES**

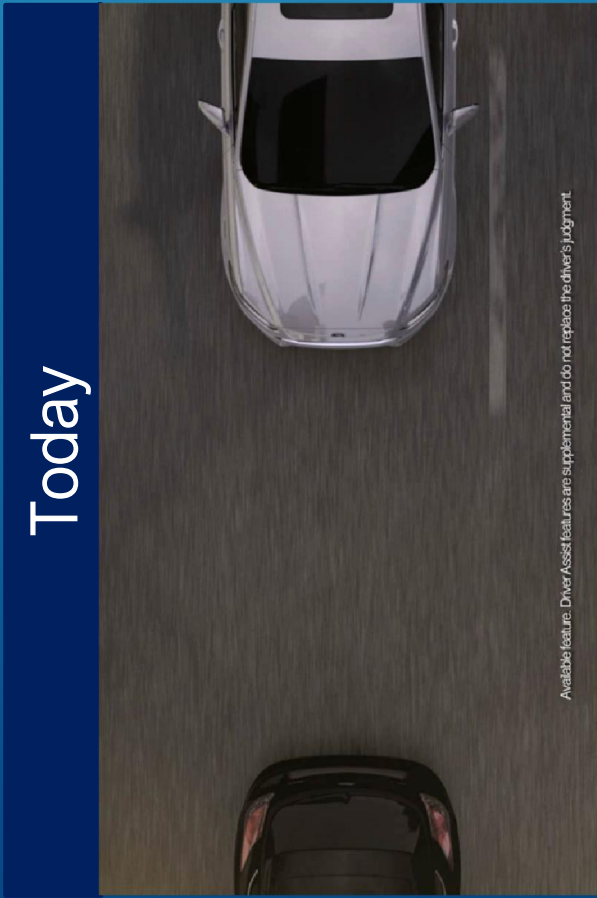




# AUTONOMOUS VEHICLES



FORD SMART MOBILITY



## Today

Available feature. Driver Assist features are supplemental and do not replace the driver's judgment.

### DRIVER ASSIST TECHNOLOGIES



## Tomorrow

### FULLY AUTONOMOUS TECHNOLOGIES

# AUTONOMOUS VEHICLES



FORD SMART MOBILITY

## SAE LEVELS OF AUTOMATION

LEVEL 5 Full Automation

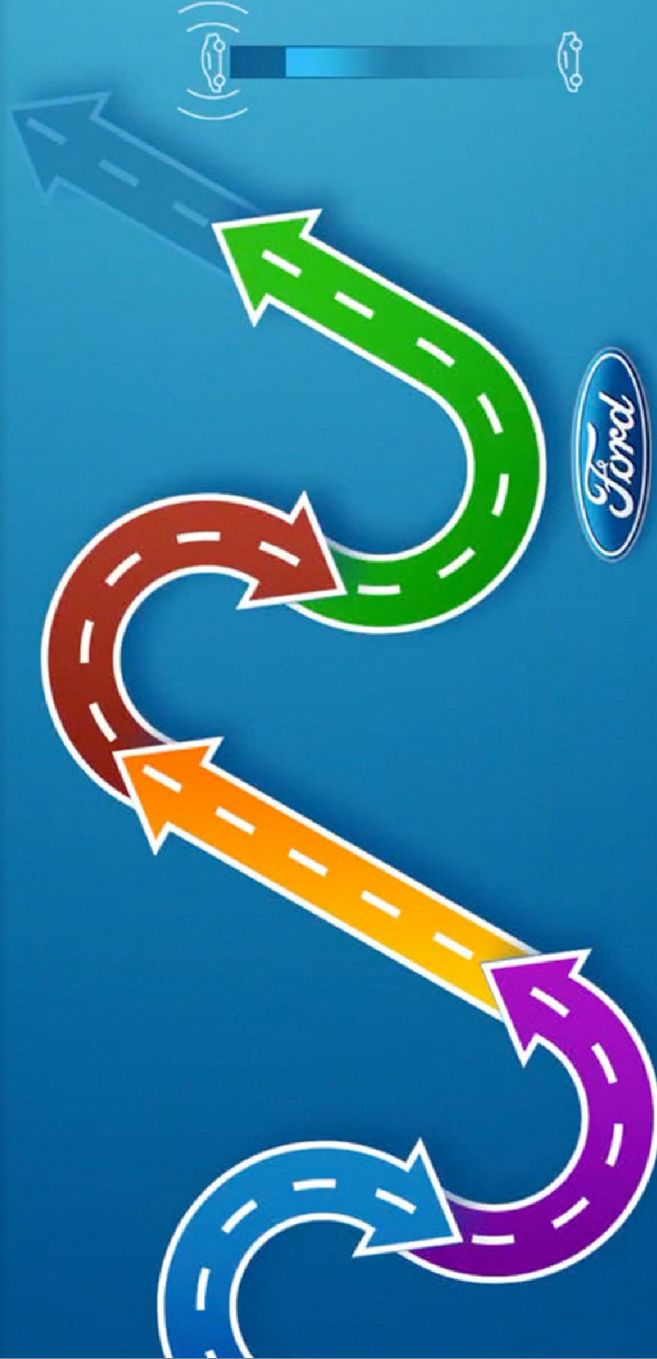
LEVEL 4 High Automation

LEVEL 3 Conditional Automation

LEVEL 2 Partial Automation

LEVEL 1 Driver Assistance

LEVEL 0 No Automation





# AUTONOMOUS VEHICLES



FORD SMART MOBILITY



## First to test fully autonomous vehicles at Mcity

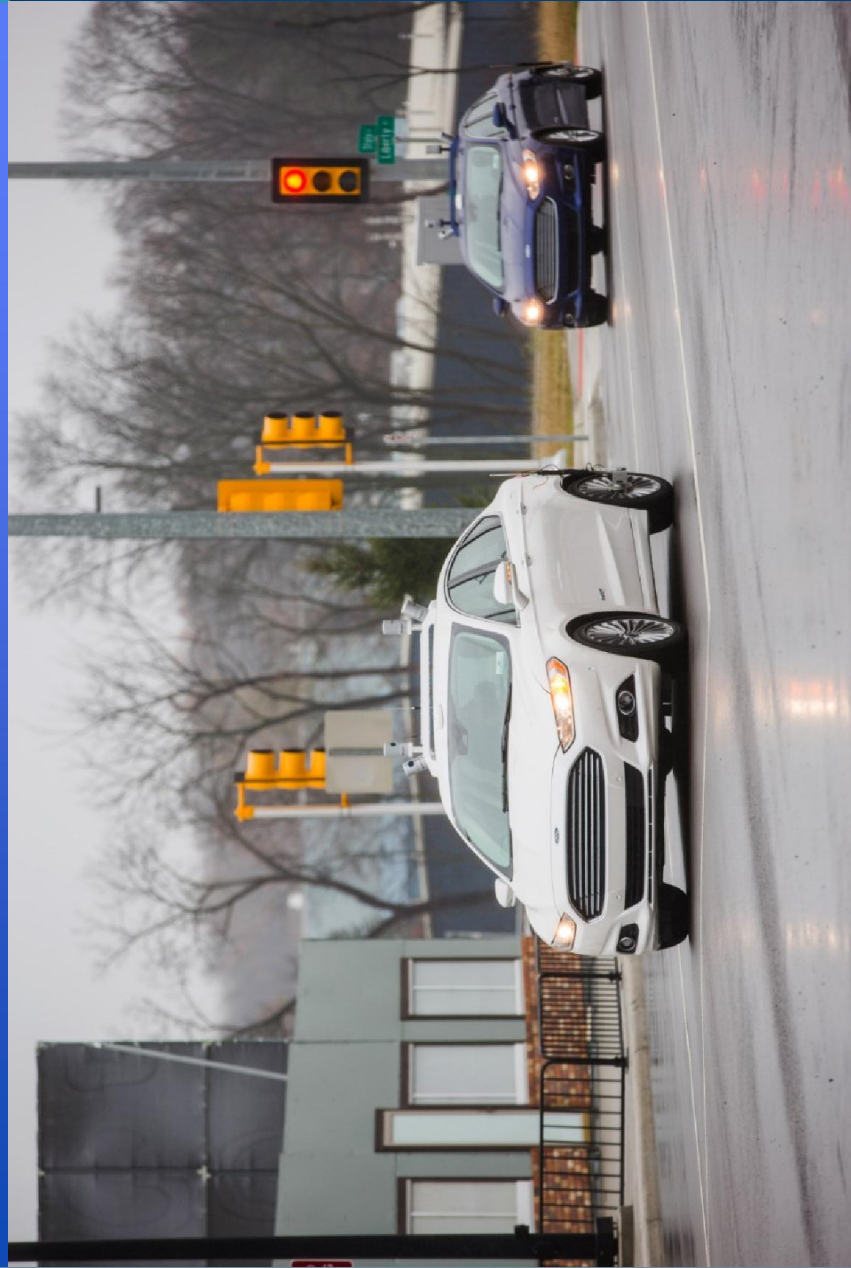




# AUTONOMOUS VEHICLES



FORD SMART MOBILITY



# Tripling Autonomous Vehicle Testing Fleet



# AUTONOMOUS VEHICLES



FORD SMART MOBILITY

# Autonomous Vehicle Snow Testing





# AUTONOMOUS VEHICLES



FORD SMART MOBILITY



## Mass Production of Level 4-Capable for Vehicle Sharing Ride Sharing in 2021

NIRENBERG NEUROSCIENCE







# OUR APPROACH

## -- INTRODUCING FORDPASS



FordPass Is The Experience Platform To Deliver  
Mobility Products And Services To A Broader Base Of Mobility Users



# THE FORDPASS APP



Clear Brand Representation On Mobile Device

SLIDE 43

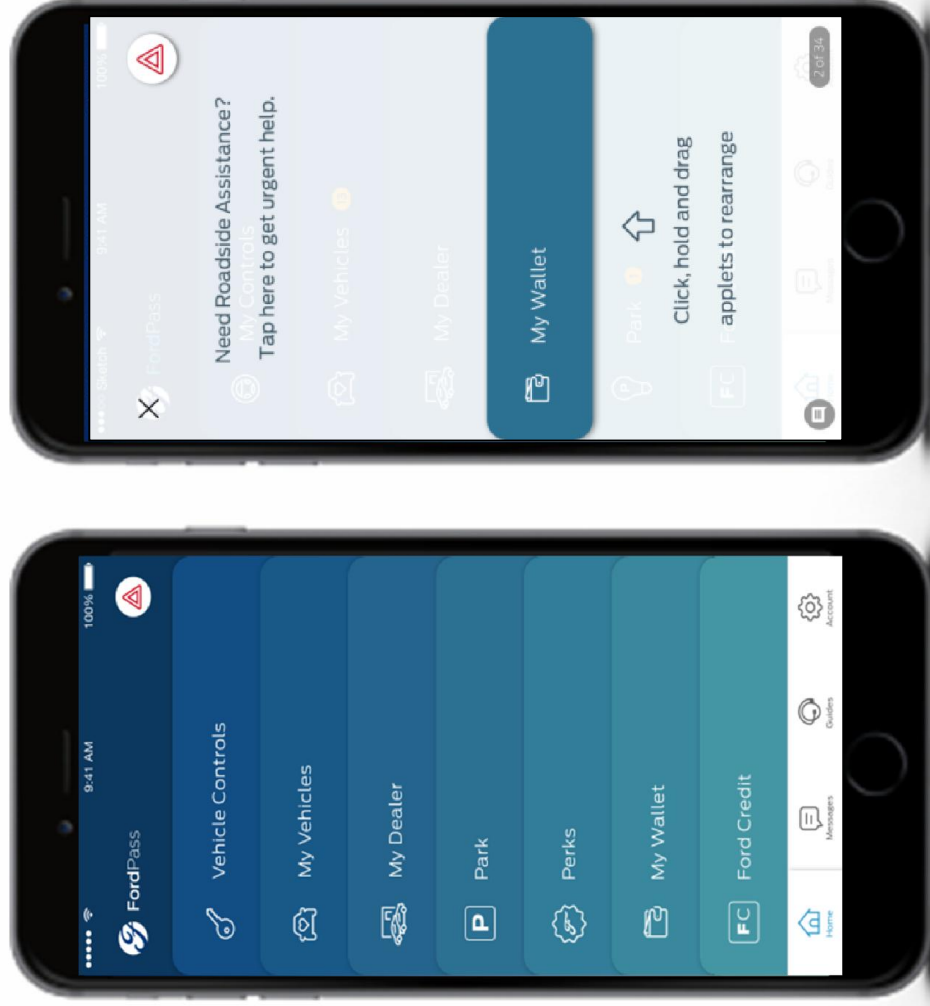
# FORDPASS DASHBOARD

Everything you need at  
your finger tips

Easy navigation

Customizable

Core & Emerging  
products / services




CONNECTIV

MOBILITY

CUSTOMER EXPERIENCE

BIG DATA

AUTONOMOUS VEHICLES

 | FORD SMART MOBILITY

CONNECTION

AUT

So what does this mean to Ford Product Development?

BIG DATA

How does fit in, Why now?

BIG DATA

CUSTOMER EXPERIENCE

BIG DATA

Stuart Taylor

Chief Engineer, Infotainment & Telematics

## Connectivity Means:

- Car becomes another “smart device” connected to the internet
- Maintains the optimum connectivity – Cellular, Wifi, Other
- Connects across Eco-Systems to anticipate the driver’s needs
- Over the Air updates
- Always connected!
- Ford /Blackberry Project - Enhanced Central Gateway (ECG), slim modem

Connectivity



The Blackberry Team is Uniquely Qualified to help!

## Mobility Means:

- Apps to support Ride Sharing, Ride Hailing, Multimodal Transportation
- Interconnections to mobility eco-systems (Cities, Service Providers...)
- Apps for dynamic shuttles and commercial deliveries
- New vehicle access methods to enable vehicle sharing
- Ford /Blackberry Project – ECG, slim modem

Mobility



The Blackberry Team is Uniquely Qualified to help!

## Data Analytics Means:

### Data Analytics

- Over the air analytics to respond quicker to customer issues
- Data on feature usage, frequency of use, high value to consumers
- Prognostics
- Customer Satisfaction Improvement
- Ford /Blackberry Project – Data Analytics



The BlackBerry Team is Unique Qualified to help!

## Customer Experience Means:

- Design Thinking Approach to Consumer Experiences
- Human to machine interface
- Cloud/Embedded seamless integration
- Simple, Safe and Intuitive and aesthetically pleasing
- Safe at 70 MPH!
- Ford /Blackberry Project – Sync 3.2v2 & Sync 4

Customer Experience



The Blackberry Team is Uniquely Qualified to help!

## is Software AND HARDWARE

- Since divesting electronics operations (Visteon spin-off), Ford has been unable to build and maintain strong and deep electronic design capability.

## This Project means Ford & BlackBerry are;

- Taking back control of strategic hardware designs. (Sync, Modem, ECG)
- Leveraging Build to Print to improve cost and Quality
- Turning around hardware designs faster
- Better managing key component suppliers (e.g. SOC, Wireless)

Blackberry will also provide Ford with unique electronic design and electronic packaging capabilities to deliver more cost effective, higher quality, better designed products faster.



## These Four Projects are just the beginning!

Other areas/projects of opportunity could include:

- Instrument Cluster design and development
- Audio Projects
- Display technologies
- Human Machine interfaces
- Driver assistance features & camera technology
- Vehicle to Vehicle communication
- Connected vehicles & services
- Ford Applink/SDL and Apps
- Other connectivity projects
- .....

## A contrast between industries

	Smartphone	Automobile	Airplane
Expectation that it "just works"	Moderate	Very High	Extremely High
Production	High Volume	Medium Volume	Low Volume
Product Lifetime	1-3 years	>10 years	>30 years
Cost	10 <sup>2</sup>	10 <sup>4</sup>	10 <sup>8</sup>
Operating Environment	Moderate	Extreme -40 to 125C	Extreme
Maintenance required	Minimal	Minimal	Frequent
Regulatory	Low	Very High	Extreme



WHY WE LOVE WORKING FOR FORD



Chuck Gray  
Global Director, Electrical & Electronic Systems Engineering



# 90 years of Ford Technology in my driveway



A Career at Ford!



Chuck Monastra  
Manager, Human Resources





# Our competitive advantage is Ford's Skilled and Motivated Team working together!

## Working Together

- FORD'S A CONTINUOUS IMPROVEMENT PHILOSOPHY AT THE HEART OF OUR BUSINESS
  - **Own Working Together**
    - Believe in skilled and motivated people working together
    - Include everyone; respect, listen to, help and support others
    - Build strong relationships; be a team player; develop others
    - Communicate clearly, concisely and candidly
- Role Model Ford Values**

## Employee Development



## Leadership Quality



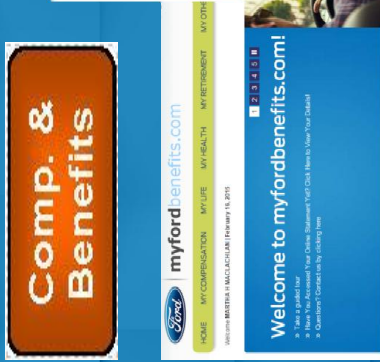
We have a collective responsibility for the success of Ford Motor Company.

Building individual, team, and organizational capability through On-the-Job experiences, mentoring, coaching, project work, and training)

Our leaders are dedicated to the growth and development of their people.



# Our competitive advantage is Ford's Skilled and Motivated Team working together!



**Comp. & Benefits**

Ford strives to offer a competitive compensation and benefits package.



**Worklife Flexibility**

Ford is a globally connected company - Worklife Flexibility enables our team to be as productive as possible

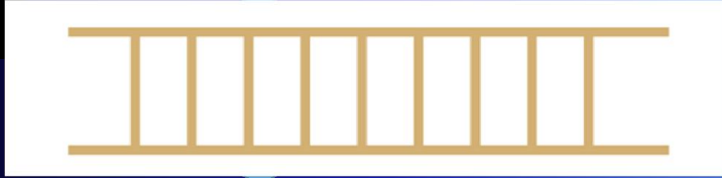


# A Career @



## Management/Operational Role

Managing budgets, organizations, projects, people and product. (Note: still includes a technical responsibility)



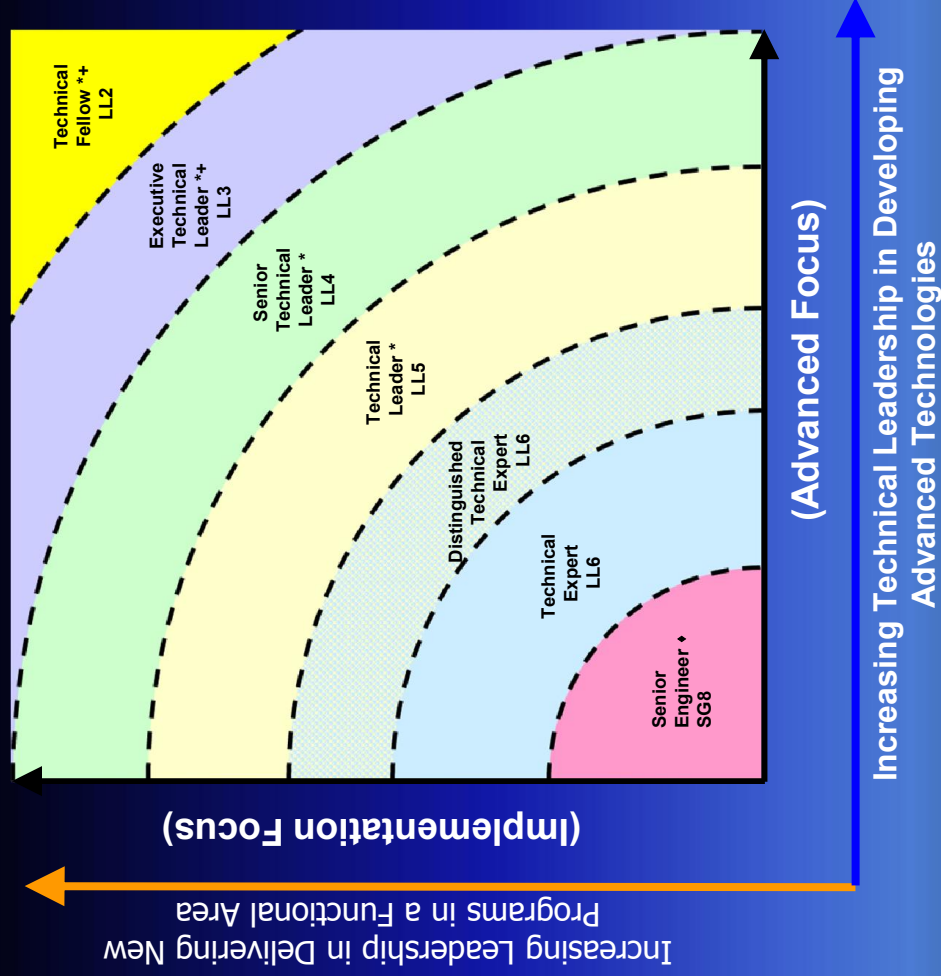
## Technical/Strategic Role

Focuses on technology, Tech Strategy, Solving difficult technical problems, assuring competency and organizational knowledge (Minimal burden for budget, people management and operational duties)

Ford values and supports technical excellence through a “dual ladder” career approach and the **Ford Technical Specialist program**



The Ford Technical Specialist program addresses both advanced technical depth and deep experience in implementation of technology.



The graphic features the Ford logo and the title "Technical Specialist Program" in a large, stylized font. Surrounding the title are various engineering disciplines, each accompanied by a representative image: Materials (metal part), Chassis (suspension diagram), Software (circuit board), Controls (control panel), Powertrain/Transmission (engine/transmission), Manufacturing (factory), Electrical/Electronics (circuit board), Safety Engineering (ear), Vehicle Dynamics (steering knuckle), Information Technology (server rack), Life Sciences (microscope), Customer Satisfaction & Quality (customer service), NVH (vibration diagram), and Vehicle Systems (car chassis).

As we develop individual offers, based on your role, some of you may be considered for the Technical Specialist program

## FORD'S COMPENSATION AND BENEFITS

- As a member of the Ford team in both Canada and the US, you will have access to an excellent compensation and benefits package that is competitive with other leading Companies.
- Our compensation plans are competitive with other leading companies
- Our benefits are designed to help keep you and your family healthy and secure and allow you to plan for the future
- No benefit eligibility waiting period required

Compensation and Benefits is an important element of building a Skilled and Motivated Team at Ford along with Employee Development, Work life Flexibility, Working Together, and Great Leadership.



Ford Canada also provides employees with a competitive and comprehensive group benefits package which includes:

<ul style="list-style-type: none"> <li>➤ Competitive Salaries</li> </ul>	<ul style="list-style-type: none"> <li>➤ Basic Life Insurance</li> <li>➤ Optional Life Insurance (spouse, children)</li> </ul>
<ul style="list-style-type: none"> <li>➤ Annual Incentive Compensation Plan</li> </ul>	<ul style="list-style-type: none"> <li>➤ Accidental Death and Dismemberment Insurance (AD&amp;D)</li> <li>➤ Optional AD&amp;D Insurance</li> </ul>
<ul style="list-style-type: none"> <li>➤ Paid Vacation and Holidays</li> <li>➤ Purchased Vacation Option</li> </ul>	<ul style="list-style-type: none"> <li>➤ Child Care Reimbursement and Scholarship Benefits</li> </ul>
<ul style="list-style-type: none"> <li>➤ Defined Contribution Retirement Plan (100% Company funded)</li> </ul>	<ul style="list-style-type: none"> <li>➤ Vehicle lease and purchase programs</li> </ul>
<ul style="list-style-type: none"> <li>➤ Optional Retirement &amp; Savings Plan (Employee contributions with Company match)</li> </ul>	<ul style="list-style-type: none"> <li>➤ Disability Insurance</li> </ul>
<ul style="list-style-type: none"> <li>➤ Health and Dental Benefits</li> <li>➤ Flexible Dollars with Health Care Spending Account Option</li> </ul>	<ul style="list-style-type: none"> <li>➤ Other Voluntary Benefits</li> </ul>

To ensure our compensation and benefits are on par with leading companies, we regularly gather data from companies similar in size and scale to Ford





Ford US provides employees with a competitive and comprehensive group benefits package which includes:

<ul style="list-style-type: none"> <li>➤ Competitive Salaries</li> </ul>	<ul style="list-style-type: none"> <li>➤ Basic Life Insurance</li> <li>➤ Optional Life Insurance (spouse, children)</li> </ul>
<ul style="list-style-type: none"> <li>➤ Annual Incentive Compensation Plan</li> </ul>	<ul style="list-style-type: none"> <li>➤ Accidental Death and Dismemberment Insurance (AD&amp;D)</li> <li>➤ Optional AD&amp;D Insurance</li> </ul>
<ul style="list-style-type: none"> <li>➤ Paid Vacation and Holidays</li> <li>➤ Purchased Vacation Option</li> </ul>	<ul style="list-style-type: none"> <li>➤ Dependent Care Flexible Spending Accounts</li> </ul>
<ul style="list-style-type: none"> <li>➤ Defined Contribution Retirement Plan (100% Company funded)</li> </ul>	<ul style="list-style-type: none"> <li>➤ Vehicle lease and purchase programs</li> </ul>
<ul style="list-style-type: none"> <li>➤ Retirement Savings Plan (Employee contributions with Company match)</li> </ul>	<ul style="list-style-type: none"> <li>➤ Legal Plan</li> </ul>
<ul style="list-style-type: none"> <li>➤ Healthcare (medical, dental, vision)</li> <li>➤ Health Savings Accounts</li> <li>➤ Flexible Spending Accounts</li> </ul>	<ul style="list-style-type: none"> <li>➤ Other Voluntary Benefits</li> </ul>
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To ensure our compensation and benefits are on par with leading companies, we regularly gather data from companies similar in size and scale to Ford



# High Level Timeline

	NOV	DEC	JAN	FEB	MAR	APR
Communication Plan	<p>10/31</p> <p>BB Press Release</p>	<p>12/9</p> <p>BB/Ford All Hands</p>	ON-GOING			
Offers Delivered			<p>Verbal Offers</p> <p>1/17 - 1/20</p>			
Offer Acceptance Period			<p>1/20</p>	<p>2/3</p>		
Ford Start Date / Onboarding				<p>3/1</p>	ON-GOING	



## Why We Value YOU!

- You and Blackberry created the smartphone.
- You and Blackberry were the first to create over the air software updates.
- You and Blackberry created some of the world's most secure phones and messaging.
- You are an experienced Software Delivery Organization.
- You are an Experienced Connectivity team - experienced in the hardware platform (modem, carrier, etc.) and the embedded modem control software

You will accelerate our strategy to strengthen our Software & Hardware Capability

## Why We Value YOU!

- You are experienced in QNX, QNX components, Android and the Android eco-system.
- Your software skills span from the embedded to cloud environments.
- You have experience in diagnostics, data collection and analytics collected remotely through a connected system.
- You are an experienced, functioning software team that has program management, process, tools and methods for developing software.

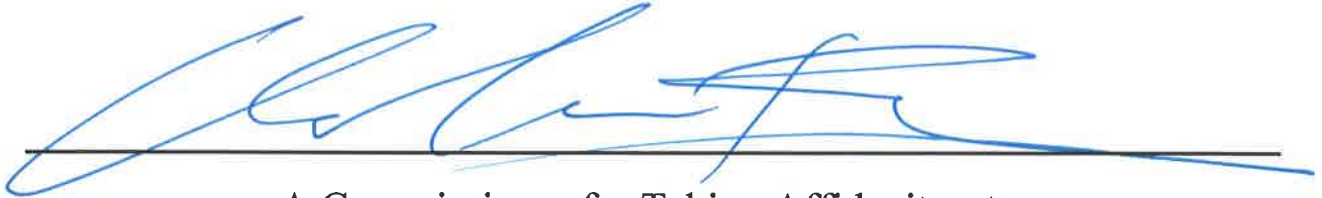


# Winning Together!



# Tab D

THIS IS EXHIBIT "D" TO THE  
AFFIDAVIT OF LEIGH NORTON  
SWORN BEFORE ME THIS 31ST DAY OF JANUARY, 2019.

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

A Commissioner for Taking Affidavits, etc.

**Written Cross-examination Questions based on Answers provided by BlackBerry following the Refusals Motions (received July 19, 2018)**

In the below table, you will find two sets of requests being made: a request for follow-up documents, and questions arising from the answers provided. Both are clearly marked. When requesting additional documents, the reasoning behind our request, including their relevance, is included.

**1. Answers following Rebecca Graham’s (“RG”) Cross-Examination held January 29, 2018**

<b>Refusal #</b>	<b>Q #</b>	<b>Page #</b>	<b>Request for Documents / Questions</b>	<b>Answer</b>
12	235	64-65	<p>We require copies of the following documents, which includes an explanation as to their relevance:</p> <ol style="list-style-type: none"> <li>QNX Implementation Agreement (the “QNX”), including its various attachments and schedules <ul style="list-style-type: none"> <li>Reason: according to the preamble of the Personnel, Premises and Asset Agreement (the “Agreement”), the Agreement was entered into “contemporaneously” with the QNX and according to p. 9, paragraph 4.13 of the Agreement, “This Agreement together with the QNX Implementation Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreements or representations.”</li> </ul> </li> <li>Although His Honour confirmed in his June 25, 2018 endorsement that only the Agreement was relevant at this time, this decision was made without the benefit of having reviewed the Agreement. Furthermore, in your June 18, 2018 letter to His Honour in which you asked for clarification on which agreements to provide following the refusals motion and endorsement received, you named several</li> </ol>	<p>BlackBerry refuses to produce the QNX Implementation Agreement. Its provisions do not address in any way the personnel/employment issues at issue in this action. It is one of eight agreements executed contemporaneously between Ford and BlackBerry addressing a wide variety of topics. BlackBerry has already produced the only potentially relevant agreement, the Personnel, Premises and Asset Agreement. The QNX Implementation Agreement is irrelevant. For the same reasons that the Court did not order production of various other agreements between BlackBerry and Ford, this one similarly should not be subject to production.</p>

	<p>agreements; this agreement was not named and therefore was not specifically considered by His Honour at that time.</p> <p>2. PSA, including its various attachments and schedules (if any)</p> <ul style="list-style-type: none"> <li>Reason: according to the preamble of the Agreement, BlackBerry and Ford entered into global terms and conditions for non-production smart mobility services that were to be attached to a purchase order for the provision of engineering services by BlackBerry to Ford (collectively the "PSA"), and the services outlined in the PSA were scheduled for completion on February 28, 2017, the last day of employment at BlackBerry for the employees who then moved to Ford and BlackBerry's fiscal year end.</li> <li>The PSA is a document that sets out the preliminary agreement between BlackBerry and Ford, the agreement that began their relationship, and that was set to end on the last day of the proposed class members' employment with BlackBerry and on the last day of BlackBerry's fiscal year end. Similar to that above, in your June 18, 2018 letter to His Honour in which you asked for clarification on which agreements to provide following the refusals motion and endorsement received, you named several agreements; this agreement was not named and therefore was not specifically considered by His Honour at that time.</li> </ul> <p>3. Annex 1: please provide a copy of the list of Employees, including confirmation of when this list was provided</p>	<p>Contrary to the plaintiff's assertion, the June 18, 2018 letter from BlackBerry's counsel to the Court listed as agreement "(i)" the "Global Terms and Conditions for Non-Production Smart Mobility Services", which the plaintiff has abbreviated as the "PSA". Justice Charbonneau, in his June 25, 2018 endorsement, specifically determined that BlackBerry is not obligated to produce this agreement. BlackBerry will comply with Justice Charbonneau's decision and will not produce that agreement.</p> <p>Further, the Global Terms and Conditions for Non-Production Smart Mobility Services do not address in any way the personnel/employment issues at issue in this action. That agreement is irrelevant. BlackBerry has already produced the only potentially relevant agreement, the Personnel, Premises and Asset Agreement.</p> <p>Annex 1 to the Personnel, Premises and Asset Agreement states "The list of Employees will be attached hereto by BlackBerry concurrent with the</p>
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		<ul style="list-style-type: none"> <li>Reason: it forms part of the Agreement and according to the text of this Annex, was attached “concurrent with the execution and delivery of this Agreement”. Furthermore, according to p. 2, paragraph 1.1(2)(a) of the Agreement, this list of names was one of the ways BlackBerry was cooperating with Ford regarding its (Ford’s) efforts to hire the Designated Employees.</li> </ul>	<p>execution and delivery of this Agreement.” The final executed version of the Personnel, Premises, and Asset Agreement has been produced, and it did not contain a list of employees attached to it as Annex 1.</p> <p>BlackBerry has located a spreadsheet file that was provided to Ford at around the time of the execution of this agreement, entitled “FBB Personnel Report October 24 V2 All Data New Master.xlsx”. It is not merely a “list of Employees”, but also contains various additional information regarding employees’ employment with BlackBerry, including job title, job level, location, performance rating, length of service, education, salary, and project each employee was working on.</p> <p>The information contained in this spreadsheet is the same in substance as the information sought by the plaintiff in question 7 of his refusals motion (a list of project silver employees including various details related to their employment at BlackBerry), which Justice Charbonneau determined to be “not relevant and not necessary.” In addition, Justice Charbonneau ruled that other information about the particulars of individual members of the potential class and their employment with BlackBerry is “not relevant and not necessary” or “excessive and unnecessary” for the purposes of certification, including in respect of questions 18 and 47 on the refusals motion.</p> <p>Before the hearing of the refusals motion, the plaintiff dropped certain other refusals that related to individual employment information of specific members of the potential class, including, for example, question 38 (all iterations of the shared list of project silver employees</p>
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			<p>between Ford and BlackBerry, and certain related communications).</p> <p>BlackBerry has already produced the executed copy with full commercial terms set out in the Personnel, Premises and Asset Agreement, and the Court has determined that the type of individual information about members of the potential class contained in this spreadsheet “FBB Personnel Report October 24 V2 All Data New Master.xlsx” is not relevant. On this basis, BlackBerry refuses to provide this document.</p>
31	456-468	<p>4. Annex 2: we cannot read the Annex (the text is too small and not legible) – please provide us with a better version of this document.</p> <p>We have the following questions based on the Agreement (see after arrows (→)):</p> <ol style="list-style-type: none"> <li>1. The term “Designated Employees” is defined on p. 2, in paragraph (1) of the Agreement → were the BlackBerry managerial employees who received employment offers from Ford in 2016 “Designated Employees”?</li> <li>2. According to paragraph 1.1(2)(b) found on p. 2 of the Agreement, there is a list of information BlackBerry agrees to share with Ford on its employees to help them with the hiring process; however, this list is subject to “such disclosure [being] prohibited by applicable law” → did the parties agree that any of the listed items in this paragraph were prohibited? If so, which ones?</li> </ol> <p>According to Tab 4, there is a December 12, 2016 email from Rob Maurice to Rebecca Graham (sent at 7 pm), in which he wrote “I need to pass in my resignation to blackberry two weeks before my start date at Ford</p>	<p>BlackBerry has not to date been able to locate another version of Annex 2.</p> <p>The BlackBerry managerial employees who received offers from Ford in 2016 were included in the Designated Employees.</p> <p>BlackBerry is not aware of there being any agreement with Ford that any of the listed items in paragraph 1.1(2)(b) of the Personnel, Premises and Asset Agreement were prohibited from disclosure by law.</p> <p>Ms. Graham’s answer is: I did meet with Mr. Maurice regarding his offer from Ford, and I recall discussing at a high-level with Mr. Maurice his offer from Ford. I advised him to discuss matters related to his offer with representatives from Ford.</p>

33	493	<p>correct? I have concerns that numbers expecting to move over will not be met.”</p> <p>Questions:</p> <ol style="list-style-type: none"> <li>1. Did you ever discuss this email with Mr. Maurice?</li> <li>2. What did Mr. Maurice mean by “numbers expecting to move over”? What numbers were expected by BlackBerry and/or Ford to move over? What numbers in fact moved over?</li> <li>3. What information was shared with the 9 Canadian managerial BlackBerry employees who received employment offers from Ford in December 2016? In particular:             <ol style="list-style-type: none"> <li>a) Were these employees provided with any sort of targets that were expected to be met (in terms of numbers of employees that needed to go work for Ford)? If so, what were they?</li> <li>b) Were these employees provided with any incentives for meeting those targets? If so, what were they?</li> </ol> </li> </ol> <p>Documents 21.1, 23.1, 29.1 and 31.1 are amended offers received by D. Martin, R. Maurice and V. Kusamakkar. We have not received their original offers, which should have been provided as part of the answer, not just their amended offers (since they were communicating with</p>	<p>I do not recall having a conversation with Mr. Maurice regarding the “numbers expecting to move over”.</p> <p>As mentioned immediately above, Ms. Graham does not recall discussing with Mr. Maurice any “numbers expecting to move over”.</p> <p>Ms. Graham is not aware of any expectation on the part of BlackBerry as to how many employees would accept employment offers from Ford.</p> <p>As stated at paragraph 13 of the Affidavit of Rebecca Graham, sworn October 2, 2017 (“First Graham Affidavit”), 299 BlackBerry employees in Canada accepted offers of employment from Ford.</p> <p>BlackBerry did not provide the 9 Canadian managerial BlackBerry employees who received offers of employment from Ford in December 2016 with any numbers of BlackBerry employees that needed to accept offers of employment from Ford.</p> <p>BlackBerry did not provide these nine employees with any incentives relating to targets of numbers of BlackBerry employees that needed to accept offers of employment from Ford.</p> <p>BlackBerry does not have the original offers presented by Ford to Daryl Martin, Rob Maurice and Vilok Kusamakkar within its possession, control or power. As far as BlackBerry is aware, those offers were presented</p>
126-127	493		



46	752-755	184	<p>Ford using their BlackBerry email accounts). We are seeking these original offers.</p> <p>In the answer to the question, it is written that “the ‘(blank)’ row refers to employees who did not provide a resignation letter and who were silent on the request for one.”</p> <p>Although we understand that some information on this spreadsheet may be irrelevant, we have the following question regarding the “(blank)” row: did the original tracking spreadsheet include the individual employees’ names? If so, we are seeking confirmation of those names as according to His Honour’s endorsement, the question as asked (to produce the tracking spreadsheet) was deemed relevant.</p> <p>Also, was this the final count of employees who did not provide resignation letters? If not, please provide that document.</p>	<p>in person by Ford representatives in individual meetings with each employee, not by email.</p> <p>The tracking spreadsheet responsive to this question did not include individual employees’ names.</p> <p>The redacted spreadsheet produced in response to this question on July 19, 2018 shows the final count of employees who “did not submit resignation letters and were silent on the request for one”, the language from paragraph 70 of the First Graham Affidavit and question 752 of the Cross-Examination of Rebecca Graham underlying this question.</p>
7	158-159	45-46	<p>Have you spoken to Ms. Graham about that list of 299 employees and whether there was a misunderstanding with the evidence she gave during her cross-examination (with respect to refusal 7)? If so, please provide details.</p>	<p>Justice Charbonneau, in his June 12, 2017 endorsement (as clarified in his June 25, 2018 endorsement), ruled that that the list of employees responsive to this question is “not relevant and not necessary.”</p> <p>For the purpose of ensuring clarity in respect of Ms. Graham’s evidence on cross-examination and in light of the privilege issues raised, BlackBerry confirms that multiple lists of employees exist, at least one of which is privileged. Confusion arose because the list that contains the 299 Canadian BlackBerry employees who received offers of employment from Ford is privileged, as it was prepared at the request of counsel for the purpose of responding to this action.</p>

				<p>Ms. Graham confirms that, on cross-examination, she was not speaking about that privileged list of 299 employees. Ms. Graham was speaking about a list of 426 employees in Canada and the United States who were assigned to Project Silver.</p>
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# Tab E

THIS IS EXHIBIT "E" TO THE  
AFFIDAVIT OF LEIGH NORTON  
SWORN BEFORE ME THIS 31ST DAY OF JANUARY, 2019.

A handwritten signature in blue ink, appearing to be "Leigh Norton", written over a solid black horizontal line.

A Commissioner for Taking Affidavits, etc.

**Written Cross-examination Questions based on the Four new Affidavits received from BlackBerry on July 6, 2018**

Below are questions separated per affiant. The references in the tables refer to the relevant Affidavits.

**1. Cross-Examination Questions for Rebecca Graham (Affidavit sworn July 6, 2018)**

<b>Page #</b>	<b>Para #</b>	<b>Questions</b>	<b>Answers</b>
1 and 2	2 and 6	Regarding the 9 Canadian managerial employees who received offers in December 2016: were these offers presented prior to the December 8, 2016 Town Hall meeting (even if just in terms of time of day)?  If only some offers were made prior to the meeting, please confirm how many, and also confirm to whom they were made.	No, these 9 Canadian managerial employees who received offers in December 2016 were all given their offers of employment by Ford after the December 8 Town Hall meeting.
		At what time during the day did the December 8, 2016 Town Hall meeting take place?	The December 8 Town Hall meeting took place from 9:30 to 11 a.m. Eastern Time.
4	12	Has BlackBerry received any other Ministry of Labour/ESA complaints from previous BlackBerry employees who were offered jobs by Ford and did work for Ford in 2017? If so, we request a copy of all such complaints.	BlackBerry has not received any other Ministry of Labour complaints from previous BlackBerry employees who were offered jobs by Ford and did work for Ford in 2017 (other than the two complaints referred to in the Affidavit of Rebecca Graham, sworn July 6, 2018).
		Has BlackBerry received any other Ministry of Labour decisions based on any of the above-referenced complaints? If so, we request a copy of all such decisions, including any requests for appeals.	There are no such complaints and as a result there are no additional decisions.

<p>9 and 11</p>	<p>Exhibit B</p>	<p>According to the May 18, 2018 Ministry of Labour decision regarding Stephen D’Souza, the Employment Standards Officer (Patricia Smith) “interviewed 3 individuals: 2 who accepted the Ford offer and currently employed with Ford, and 1 who declines the offer and remains employed with BlackBerry.”</p> <p>Are you aware of who these 3 individuals are? If so, please confirm their names.</p> <p>Was it BlackBerry who suggested these individuals to Ms. Smith for interview?</p>	<p>At the request of the Employment Standards Officer, BlackBerry provided names and contact information for five individuals who had received employment offers from Ford, some of whom had accepted the offers and some who had declined the offers. BlackBerry does not know whether the officer similarly asked Mr. D’Souza to also provide names of people who received and accepted offers to join Ford, or whether he did so. The names of the people for whom BlackBerry provided contact information are irrelevant to the issues on certification. The Employment Standards Officer did not inform BlackBerry which employees she spoke to (that are being referred to in her decision).</p>
<p>13 and 15</p>	<p>Exhibit C</p>	<p>According to the June 29, 2018 Ministry of Labour decision regarding Cristian Lambiri, the Employment Standards Officer (Patricia Smith) “interviewed other employees who were affected and who had declined Ford’s offer and they remain employed by BlackBerry.”</p> <p>Are you aware of who these employees are? If so, please confirm their names.</p> <p>Was it BlackBerry who suggested these employees to Ms. Smith for interview?</p>	<p>At the request of the Employment Standards Officer, BlackBerry provided names and contact information for five individuals who had received employment offers from Ford, some of whom had accepted the offers and some who had declined the offers. BlackBerry does not know whether the officer similarly asked Mr. Lambiri to also provide names of people who received and accepted offers to join Ford, or whether he did so. The names of the people for whom BlackBerry provided contact information are irrelevant to the issues on certification. The Employment Standards Officer did not inform BlackBerry which employees she spoke to (that are being referred to in her decision).</p>

2. Cross-Examination Question for Adrienne Lee (Affidavit sworn June 12, 2018)

Page #	Para #	Question	Answer
19	9	On which date did you accept the Ford offer? (that is, the date on which you signed, and the date on which you delivered your signed offer to Ford, if different)	Ms. Lee's answer is: I signed my offer of employment from Ford on January 19, 2017. I do not recall the specific date on which I returned my signed offer of employment to Ford.

3. Cross-Examination Questions for Lee Watson (Affidavit sworn June 29, 2018)

Page #	Para #	Questions	Answer
27	9	How did you become aware of the BlackBerry job posting? If someone brought it to your attention, please confirm who, and whether they worked (at that time) for BlackBerry or Ford. If they worked for BlackBerry, please confirm their name and position (at that time).  When was your first day back with BlackBerry?	Mr. Watson's answer is: I came across the posting for my current position by logging onto the BlackBerry careers website. I was not advised of the posting by anyone.  Mr. Watson's answer is: I applied for my current position at BlackBerry on April 27, 2018, went through a series of interviews for the position, and then subsequently received my offer of employment on May 30, 2018, and accepted the offer shortly thereafter. My first day at BlackBerry in my current position was June 25, 2018.
		Now that you are back working for BlackBerry, is BlackBerry recognizing your previous years of service (those years worked prior to going to Ford)? Is BlackBerry recognizing your service with Ford?	Mr. Watson's answer is: I always understood that applying for and accepting a new position at BlackBerry would constitute a new employment contract. I had no expectation that my service from my prior employment at BlackBerry, before choosing to accept employment at Ford, would be restored. I also had no expectation that

		my service at Ford would be continued in my new employment at BlackBerry. Neither is the case.
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4. Cross-Examination Question for Andrew Mackie (Affidavit sworn July 6, 2018)

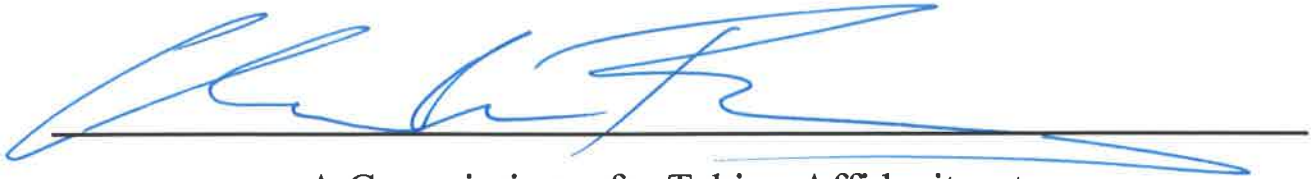
Page #	Para #	Question	Answer
30	9	How did you become aware of the BlackBerry job posting? If someone brought it to your attention, please confirm who, and whether they worked (at that time) for BlackBerry or Ford. If they worked for BlackBerry, please confirm their name and position (at that time).	Mr. Mackie's answer is: I was advised of the opening for my current job at BlackBerry by a friend who was still working at BlackBerry at the time, Trevor Joseph, a Senior Software Developer. Mr. Joseph advised me of the opening at a social dinner among a group of friends on about March 8, 2018.
		When was your first day back with BlackBerry?	Mr. Mackie's answer is: I applied for my current position at BlackBerry after I was advised of the position at the dinner mentioned immediately above. The process of filling out the application and interviewing for the position took several weeks. I received my offer of employment on May 18, 2018, and accepted shortly thereafter. My first day at BlackBerry in my current position was July 3, 2018.
		Now that you are back working for BlackBerry, is BlackBerry recognizing your previous years of service (those years worked prior to going to Ford)? Is BlackBerry recognizing your service with Ford?	Mr. Mackie's answer is: No, the prior years of service at BlackBerry or Ford are not being recognized in my new employment at BlackBerry. I never expected those prior years of service to be recognized. I knew that I was applying for a new position at BlackBerry.
		Since November 2017, have you tried to get re-hired by Ford? If not, why not?	Mr. Mackie's answer is: I did not reapply for a position at Ford. I was more interested at that point in the work



being done at BlackBerry than the type of work that was being done at Ford.			
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# Tab F

THIS IS EXHIBIT "F" TO THE  
AFFIDAVIT OF LEIGH NORTON  
SWORN BEFORE ME THIS 31ST DAY OF JANUARY, 2019.

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

A Commissioner for Taking Affidavits, etc.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**REFUSALS AND UNDERTAKINGS CHART  
COLIN HO CROSS-EXAMINATION ON JANUARY 18, 2018  
(on Affidavit sworn October 3, 2017)**

	<b>Q#</b>	<b>P#</b>	<b>Specific Question</b>	<b>Defendant's answer</b>
82	27-33	5-6	To provide a copy of that email and any chain of emails which would have formed part of when Mr. Ho was accepting the employment offer from Ford.	See documents 27_1, 27_2, and attachments, produced in response to this question.
83	66	12	Re: Exhibit "F" to Rebecca Graham's Affidavit – email to Charles Gray from Colin Ho dated December 15, 2016: Did Mr. Ho receive a response to this email?	See documents 66_1a, 66_1b, and 66_2, produced in response to this question.
84	66	12	If there is an email chain where Mr. Ho and Ford are discussing the terms of the Ford offer, the emails that form part of that chain as well.	
85	71	14	To provide a copy of the original offer made to Mr. Ho by Ford on December 8 <sup>th</sup> , 2016 as well as the employment contract that he eventually accepted with Ford.	Mr. Ho has not located the original offer made to him by Ford (presented in an in-person meeting). The offer that Mr. Ho accepted is produced as document 27_1a, discussed above.

TAB 27

TAB 27

TAB 27

From: **Colin Ho** <[colinho@blackberry.com](mailto:colinho@blackberry.com)>

Date: Thu, Dec 15, 2016 at 9:07 PM

Subject: FW: Offer Letter - Colin Ho

To: Colin Ho <[REDACTED]>

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From: Colin Ho <[colinho@blackberry.com](mailto:colinho@blackberry.com)>

Date: Thursday, December 15, 2016 at 8:20 PM

To: "Andree, Alyssa (A.)" <[aandree@ford.com](mailto:aandree@ford.com)>

Subject: Re: Offer Letter - Colin Ho

Hi Alyssa,

Please find attached the signed and accepted offer, and below the requested information.

Full Legal Name:

**Colin Stephen Samuel Ho**

Date of Birth:

[REDACTED]

Social Insurance Number:

[REDACTED]

Permanent Mailing Address:

[REDACTED]

Regards,

Colin

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From: "Andree, Alyssa (A.)" <[aandree@ford.com](mailto:aandree@ford.com)>

Date: Thursday, December 15, 2016 at 3:41 PM

To: Colin Ho <[colinho@blackberry.com](mailto:colinho@blackberry.com)>

Cc: "Majer, Steven (S.)" <[smajer@ford.com](mailto:smajer@ford.com)>, "MacLachlan, Martha (M.)" <[mmaclac1@ford.com](mailto:mmaclac1@ford.com)>, Chuck Gray <[cgray5@ford.com](mailto:cgray5@ford.com)>, Chuck Monastra <[cmonastr@ford.com](mailto:cmonastr@ford.com)>

Subject: RE: Offer Letter - Colin Ho

That is no issue Colin, thanks for letting me know.

Warm regards,

**Alyssa Andree** |HR Business Operations - Marketing, Sales & Service

Ford Motor Company of Canada | The Canadian Road |Oakville, Ontario| L6J 5E4

Phone: 905.845.2511 x1118 | Email: [aandree@ford.com](mailto:aandree@ford.com)

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**From:** Colin Ho [<mailto:colinho@blackberry.com>]

**Sent:** Thursday, December 15, 2016 3:06 PM

**To:** Andree, Alyssa (A.)

**Cc:** Majer, Steven (S.); MacLachlan, Martha (M.); Gray, Charles (E.); Monastra, Chuck (C.P.)

**Subject:** Re: Offer Letter - Colin Ho

Thanks Alyssa. I confirm receipt of the revised documents. As discussed with Chuck Monastra, I am presently out of the office for the team holiday event. I will sign and return these documents this evening prior to the end of the day but after close of business. I trust this is still acceptable. Please advise if not and I will endeavour to return them sooner.

Thanks,

Colin

Sent Using BlackBerry Software, the World's Most Secure Mobility Solution.

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**From:**[aandree@ford.com](mailto:aandree@ford.com)

**Sent:** December 15, 2016 2:57 PM

**To:**[colinho@blackberry.com](mailto:colinho@blackberry.com)

**Cc:**[cmonastr@ford.com](mailto:cmonastr@ford.com); [cgray5@ford.com](mailto:cgray5@ford.com); [mmaclac1@ford.com](mailto:mmaclac1@ford.com); [smajer@ford.com](mailto:smajer@ford.com)

**Subject:** Offer Letter - Colin Ho

Colin,

Please find attached your updated offer letter and accompanying documents.

We look forward to hearing from you!

Warm regards,

**Alyssa Andree** |HR Business Operations - Marketing, Sales & Service

Ford Motor Company of Canada | The Canadian Road |Oakville, Ontario| L6J 5E4

Phone: 905.845.2511 x1118 | Email: aandree@ford.com

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Ford Motor Company of Canada, Limited  
Ford du Canada Limitée

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

December 15, 2016

Colin Ho  
4000 Innovation Drive,  
Kanata, ON K2K 3K1 Canada

Dear Colin:

On behalf of Ford Motor Company of Canada, I am pleased to offer you the position of Senior Architect, IVI Systems, Leadership Level 5 (LL5) 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 [REDACTED] per year (CAD). You will be eligible for a merit increase in 2017.

**Signing Bonus<sup>1</sup>:** An initial signing bonus of [REDACTED] will be paid in within three weeks after your effective date of hire. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

**Initial Stock Award<sup>2</sup>:** [REDACTED]  
This award will be made in the form of 100% time-vested restricted stock units of Ford Motor Company, to compensate you for certain lost stock awards at your present employer that would have vested. The quantity of restricted stock units will be determined by the Fair Market Value (FMV) of Ford Common Stock using the closing price for Ford Motor Company Common Stock (trading the regular way on the NYSE) on or around March 2, 2017 which will be the grant date for this stock award (assuming your effective date of hire is prior to this date). The restricted stock units will vest in thirds over a three-year period, and are subject to the terms and conditions of the Ford Motor Company 2008 Long Term Incentive Plan.

**Annual Incentive Compensation Plan (bonus)<sup>3</sup>:** 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

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<sup>1</sup> If 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.

<sup>2</sup> These units will be canceled if within six months of the grant date your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law). In addition, unvested units will be forfeited if you are discharged 'for cause', or choose to terminate employment, prior to the vest dates.

<sup>3</sup> Please 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.

performance year, employees are notified of their AICP target; the present target for Canadian LL5 employees is [REDACTED]. 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.

**Annual Long Term Incentive Program (Stock Award)**<sup>4</sup>: You will be eligible to participate in the Ford annual stock award program beginning in 2018. The average stock award was [REDACTED] during the most recent grant cycle for LL5 employees on Canadian payroll. These stock awards are usually granted in March of each year in the form of time-vested restricted stock units. Stock grants under this program are subject to the terms and conditions of the 2008 Long Term Incentive Plan.

**Vacation:** You will be eligible for an enhanced vacation package which includes four (4) weeks of paid vacation in 2017. In addition, you are entitled to paid company holidays starting from your first day on the job.

**Vehicle Program:** You will be eligible for up to two lease vehicles under the terms of the Management Lease Vehicle Program.

**Ford Benefits:** Upon your hire, you will be eligible for Ford benefits, as detailed in the included materials. Please refer to these materials for information on coverage levels, enrollment requirements and other relevant information.

Your eligibility under our existing policies regarding stock awards, 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 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 by 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 December 15, 2016. Please provide your email acceptance of this offer and attach a signed copy of the Conditions of Employment and Signing Bonus Agreement on or before this date to Alyssa Andree at [aandree@ford.com](mailto:aandree@ford.com). Please also provide your full legal name, date of birth, social insurance number, and permanent mailing address. This information is used for payroll purposes. We anticipate that your effective date of hire will be March 1, 2017. Upon acceptance of this offer, please plan to provide photo identification, birth certificate, social insurance card, a void cheque, and original signed offer letter on your first day of work.

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

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<sup>4</sup> These stock grants will be canceled if within six months of the grant date, your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law).



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.

Colin, we are pleased to offer you this opportunity to join the Ford team and look forward to your favourable response. In the event you need any additional information, please feel free to contact me.

Yours very truly,  
Ford Motor Company of Canada, Limited

A handwritten signature in black ink, appearing to be "S. Majer".

Steven Majer  
Vice President, Human Resources  
[smajer@ford.com](mailto:smajer@ford.com)  
905.845.2511 x1165

Attachment

Accept: Colin

Date: Dec 15, 2016

*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 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.
10. I authorize Ford of Canada (and third parties acting on its behalf) (collectively, "Ford") to obtain a background report or other information from any educational institution, employer, law enforcement authority, credit reporting agency, credit bureau or credit grantor or other individual having relevant information concerning you (the "Organizations") (which may require disclosure of certain information and authorize the disclosure, exchanging, holding and using of such information between Ford and the Organizations in order for Ford to evaluate and make a decision with respect to my employment.



\_\_\_\_\_  
Employee Signature

DEC 15, 2016

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Representative Signature

\_\_\_\_\_  
Date

This Signing Bonus Agreement (“Agreement”) is entered into the date set out below between Ford Motor Company of Canada, Limited, an Ontario corporation (“Ford”) and the Employee executing this Agreement below (“Employee”).

Ford has determined to provide Employee, in accordance with the terms of this Agreement, with a bonus upon Employee’s commencement of employment with the Company pursuant to the Company Conditions of Employment for Salaried Non-bargaining Unit Employees in Ontario who were previously employed by Blackberry, including the Confidential Information and Inventions Assignment Agreement Addendum. In exchange for acceptance of this bonus, Employee agrees to comply with the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the undertakings below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions specified below, within three (3) weeks after the Employee commences employment with Ford, Ford will pay to Employee a bonus in the amount of: [REDACTED] (the “Signing Bonus”).
2. The Signing Bonus is subject to federal, provincial and local laws, and Ford will withhold from the Signing Bonus all amounts as required by such laws, including but not limited to, all applicable taxes, withholdings, garnishments, court orders or other attachments and deductions.
3. In the event Employee’s employment with Ford ends prior to one year from commencement of the Employee’s employment with Ford for any reason other than (i) Employee’s death; or (ii) discharge by Ford as part of a reduction by Ford of its workforce; Employee shall, within fifteen (15) days of the date of Employee’s last day of employment with Ford, repay the Signing Bonus to Ford. Employee shall repay the Signing Bonus by making a certified or personal cheque for the full amount of the Signing Bonus payable to Ford Motor Company of Canada, Limited including the Employee’s name and Global Personal Identifier on the cheque and mail the cheque to:

Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, ON L6J 5E4

In the event of untimely repayment of the Signing Bonus, Employee further agrees to pay to Ford interest on any unpaid balance of the Signing Bonus at a rate of 10% per annum, to the extent permitted by law, from the due date (fifteen days of the Employee’s last day of employment with Ford).

4. If Ford takes action to enforce its rights under this Agreement through any legal proceeding or other collection action of any type or sort, then Employee agrees to pay, in addition to the Signing Bonus, all reasonable expenses of collection, including, without limitation, reasonable legal fees and costs, and those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.
5. By executing this Agreement, Employee provides Ford with full, free and written consent and authorization to deduct from Employee’s wages and/or any other monies owed by Ford to Employee including, but not limited to, any termination package or other termination payment, the Signing Bonus received by Employee from Ford under this Agreement where Employee is required to repay the Signing Bonus to Ford as provided for under Section 3 above.

6. This Agreement may be executed in counterparts, and together, both counterparts will constitute one fully executed Agreement. This Agreement will be governed by and interpreted under Ontario law, without regard to conflict of law principles. Subject to the following sentence, this Agreement will be binding on the parties' successors and assigns. Employee may not assign his/her rights under this Agreement to any person without the prior written consent of Ford. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Agreement. This Agreement may only be modified by a writing executed by both Ford and Employee.

7. This Agreement is made with the full and free consent of Employee without intimidation or fear of discharge or any adverse consequence for refusing to execute this Agreement and agree to its terms. Employee has been given the opportunity to review this Agreement and obtain legal advice if he/she so chooses. Nothing in this Agreement or any documents or instruments delivered in connection with this Agreement modifies in any way, except as expressly provided herein, the terms and conditions of the employment relationship between Ford and Employee. This Agreement sets forth the entire agreement between the parties concerning the subject matter of the Signing Bonus and this Agreement, and supersedes any prior agreements or understandings with respect to the matter of the Signing Bonus. In the event of any conflict between this Agreement and any other document or discussion pertaining to the Signing Agreement, this Agreement prevails.

8. By signing name below and clicking "save", I agree to the terms and conditions of this Agreement. I further acknowledge and understand that I have voluntarily agreed to complete this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date of the employee electronic signature.

**Employee**



\_\_\_\_\_  
**Signature**

**Ford Motor Company of Canada, Limited**  
By:

\_\_\_\_\_  
Its: Authorized Agent

From: **Colin Ho** <[colinho@blackberry.com](mailto:colinho@blackberry.com)>  
Date: Thu, Dec 15, 2016 at 7:22 PM  
Subject: FW: Offer Letter - Colin Ho  
To: Colin Ho <[REDACTED]>

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From: "Andree, Alyssa (A.)" <[aandree@ford.com](mailto:aandree@ford.com)>  
Date: Thursday, December 15, 2016 at 2:57 PM  
To: Colin Ho <[colinho@blackberry.com](mailto:colinho@blackberry.com)>  
Cc: Chuck Monastra <[cmonastr@ford.com](mailto:cmonastr@ford.com)>, Chuck Gray <[cgray5@ford.com](mailto:cgray5@ford.com)>, "MacLachlan, Martha (M.)" <[mmaclac1@ford.com](mailto:mmaclac1@ford.com)>, "Majer, Steven (S.)" <[smajer@ford.com](mailto:smajer@ford.com)>  
Subject: Offer Letter - Colin Ho

Colin,

Please find attached your updated offer letter and accompanying documents.

We look forward to hearing from you!

Warm regards,

**Alyssa Andree** | *HR Business Operations - Marketing, Sales & Service*

Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4

Phone: 905.845.2511 x1118 | Email: [aandree@ford.com](mailto:aandree@ford.com)

**NOTICE OF CONFIDENTIALITY**

*This communication including any information transmitted with it is intended only for the use of the addressees and is confidential. If you are not an intended recipient or responsible for delivering the message to an intended recipient, any review, disclosure, conversion to hard copy, dissemination, reproduction or other use of any part of this communication is strictly prohibited, as is the taking or omitting of any action in reliance upon this communication. If you receive this communication in error or without authorization, please notify us immediately by return e-mail or otherwise and permanently delete the entire communication from any computer, disk drive, or other storage medium.*

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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.



**Ford Motor Company of Canada, Limited**  
**Ford du Canada Limitée**

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

December 15, 2016

Colin Ho  
4000 Innovation Drive,  
Kanata, ON K2K 3K1 Canada

Dear Colin:

On behalf of Ford Motor Company of Canada, I am pleased to offer you the position of Senior Architect, IVI Systems, Leadership Level 5 (LL5) 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 [REDACTED] per year (CAD). You will be eligible for a merit increase in 2017.

**Signing Bonus<sup>1</sup>:** An initial signing bonus of [REDACTED] will be paid in within three weeks after your effective date of hire. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

**Initial Stock Award<sup>2</sup>:** [REDACTED]

This award will be made in the form of 100% time-vested restricted stock units of Ford Motor Company, to compensate you for certain lost stock awards at your present employer that would have vested. The quantity of restricted stock units will be determined by the Fair Market Value (FMV) of Ford Common Stock using the closing price for Ford Motor Company Common Stock (trading the regular way on the NYSE) on or around March 2, 2017 which will be the grant date for this stock award (assuming your effective date of hire is prior to this date). The restricted stock units will vest in thirds over a three-year period, and are subject to the terms and conditions of the Ford Motor Company 2008 Long Term Incentive Plan.

**Annual Incentive Compensation Plan (bonus)<sup>3</sup>:** 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

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<sup>1</sup> If 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.

<sup>2</sup> These units will be canceled if within six months of the grant date your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law). In addition, unvested units will be forfeited if you are discharged 'for cause', or choose to terminate employment, prior to the vest dates.

<sup>3</sup> Please 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.

performance year, employees are notified of their AICP target; the present target for Canadian LL5 employees is [REDACTED]. 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.

**Annual Long Term Incentive Program (Stock Award)**<sup>4</sup>: You will be eligible to participate in the Ford annual stock award program beginning in 2018. The average stock award was [REDACTED] during the most recent grant cycle for LL5 employees on Canadian payroll. These stock awards are usually granted in March of each year in the form of time-vested restricted stock units. Stock grants under this program are subject to the terms and conditions of the 2008 Long Term Incentive Plan.

**Vacation:** You will be eligible for an enhanced vacation package which includes four (4) weeks of paid vacation in 2017. In addition, you are entitled to paid company holidays starting from your first day on the job.

**Vehicle Program:** You will be eligible for up to two lease vehicles under the terms of the Management Lease Vehicle Program.

**Ford Benefits:** Upon your hire, you will be eligible for Ford benefits, as detailed in the included materials. Please refer to these materials for information on coverage levels, enrollment requirements and other relevant information.

Your eligibility under our existing policies regarding stock awards, 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 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 by 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 December 15, 2016. Please provide your email acceptance of this offer and attach a signed copy of the Conditions of Employment and Signing Bonus Agreement on or before this date to Alyssa Andree at [aandree@ford.com](mailto:aandree@ford.com). Please also provide your full legal name, date of birth, social insurance number, and permanent mailing address. This information is used for payroll purposes. We anticipate that your effective date of hire will be March 1, 2017. Upon acceptance of this offer, please plan to provide photo identification, birth certificate, social insurance card, a void cheque, and original signed offer letter on your first day of work.

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

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<sup>4</sup> These stock grants will be canceled if within six months of the grant date, your employment with Ford of Canada is terminated for any reason (with termination of employment deemed to occur on the last day of active employment at Ford of Canada with no consideration of any notice given or that ought to have been given under applicable law).



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.

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Colin, we are pleased to offer you this opportunity to join the Ford team and look forward to your favourable response. In the event you need any additional information, please feel free to contact me.

Yours very truly,  
Ford Motor Company of Canada, Limited

A handwritten signature in black ink, appearing to read "S. Majer".

Steven Majer  
Vice President, Human Resources  
[smajer@ford.com](mailto:smajer@ford.com)  
905.845.2511 x1165

Attachment

Accept: \_\_\_\_\_

Date: \_\_\_\_\_

*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 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.
- 10. I authorize Ford of Canada (and third parties acting on its behalf) (collectively, "Ford") to obtain a background report or other information from any educational institution, employer, law enforcement authority, credit reporting agency, credit bureau or credit grantor or other individual having relevant information concerning you (the "Organizations") (which may require disclosure of certain information and authorize the disclosure, exchanging, holding and using of such information between Ford and the Organizations in order for Ford to evaluate and make a decision with respect to my employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Representative Signature

\_\_\_\_\_  
Date

This Signing Bonus Agreement (“Agreement”) is entered into the date set out below between Ford Motor Company of Canada, Limited, an Ontario corporation (“Ford”) and the Employee executing this Agreement below (“Employee”).

Ford has determined to provide Employee, in accordance with the terms of this Agreement, with a bonus upon Employee’s commencement of employment with the Company pursuant to the Company Conditions of Employment for Salaried Non-bargaining Unit Employees in Ontario who were previously employed by Blackberry, including the Confidential Information and Inventions Assignment Agreement Addendum. In exchange for acceptance of this bonus, Employee agrees to comply with the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the undertakings below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions specified below, within three (3) weeks after the Employee commences employment with Ford, Ford will pay to Employee a bonus in the amount of: [REDACTED] (the “Signing Bonus”).
2. The Signing Bonus is subject to federal, provincial and local laws, and Ford will withhold from the Signing Bonus all amounts as required by such laws, including but not limited to, all applicable taxes, withholdings, garnishments, court orders or other attachments and deductions.
3. In the event Employee’s employment with Ford ends prior to one year from commencement of the Employee’s employment with Ford for any reason other than (i) Employee’s death; or (ii) discharge by Ford as part of a reduction by Ford of its workforce; Employee shall, within fifteen (15) days of the date of Employee’s last day of employment with Ford, repay the Signing Bonus to Ford. Employee shall repay the Signing Bonus by making a certified or personal cheque for the full amount of the Signing Bonus payable to Ford Motor Company of Canada, Limited including the Employee’s name and Global Personal Identifier on the cheque and mail the cheque to:

Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, ON L6J 5E4

In the event of untimely repayment of the Signing Bonus, Employee further agrees to pay to Ford interest on any unpaid balance of the Signing Bonus at a rate of 10% per annum, to the extent permitted by law, from the due date (fifteen days of the Employee’s last day of employment with Ford).

4. If Ford takes action to enforce its rights under this Agreement through any legal proceeding or other collection action of any type or sort, then Employee agrees to pay, in addition to the Signing Bonus, all reasonable expenses of collection, including, without limitation, reasonable legal fees and costs, and those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.
5. By executing this Agreement, Employee provides Ford with full, free and written consent and authorization to deduct from Employee’s wages and/or any other monies owed by Ford to Employee including, but not limited to, any termination package or other termination payment, the Signing Bonus received by Employee from Ford under this Agreement where Employee is required to repay the Signing Bonus to Ford as provided for under Section 3 above.

6. This Agreement may be executed in counterparts, and together, both counterparts will constitute one fully executed Agreement. This Agreement will be governed by and interpreted under Ontario law, without regard to conflict of law principles. Subject to the following sentence, this Agreement will be binding on the parties' successors and assigns. Employee may not assign his/her rights under this Agreement to any person without the prior written consent of Ford. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Agreement. This Agreement may only be modified by a writing executed by both Ford and Employee.

7. This Agreement is made with the full and free consent of Employee without intimidation or fear of discharge or any adverse consequence for refusing to execute this Agreement and agree to its terms. Employee has been given the opportunity to review this Agreement and obtain legal advice if he/she so chooses. Nothing in this Agreement or any documents or instruments delivered in connection with this Agreement modifies in any way, except as expressly provided herein, the terms and conditions of the employment relationship between Ford and Employee. This Agreement sets forth the entire agreement between the parties concerning the subject matter of the Signing Bonus and this Agreement, and supersedes any prior agreements or understandings with respect to the matter of the Signing Bonus. In the event of any conflict between this Agreement and any other document or discussion pertaining to the Signing Agreement, this Agreement prevails.

8. By signing name below and clicking "save", I agree to the terms and conditions of this Agreement. I further acknowledge and understand that I have voluntarily agreed to complete this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date of the employee electronic signature.

**Employee**

**Ford Motor Company of Canada, Limited**  
By:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Its: Authorized Agent



TAB 66

TAB 66

TAB 66

**From:** Colin Ho [/O=RESEARCH IN MOTION/OU=RIM\_MAIL/CN=RECIPIENTS/CN=COLINHO]  
**Sent:** 12/15/2016 10:55:06 AM  
**To:** Monastra, Chuck (C.P.) [cmonastr@ford.com]  
**CC:** Andree, Alyssa (A.) [aandree@ford.com]; Majer, Steven (S.) [smajer@ford.com]  
**Subject:** Re: Colin Ho re: hiring touch point  
**Attachments:** Ford offer analysis.xlsx

Chuck,

Thanks for the quick responses.

- Regarding #3, I understand that Ford does not anticipate reductions and in fact the current situation is the opposite and Ford is growing. My concern for me and my family is that this condition is effective for the full term of employment and over a period situations may change. Despite the statement that "service is only one of several components used, following specific business requirements and individual performance", with this condition indicates that I relinquish legal rights to anything more than the legislated minimum.
- To explain the RSP/RPP calculation: BlackBerry matches 5% RSP contribution and vests immediately. My understanding is Ford's RRP is 2% vesting immediately. I recognize Ford's SSIP of 90% of 5% as a long term equity compensation/incentive since it vests after 5 years.
- You are correct that I was assuming that BlackBerry VIP was paying out at 100%, which is not a great assumption given current conditions. Assume your info is correct and this year pays out at 20%, but that the situation at BlackBerry stabilizes and returns to 90%.
- I have reviewed the entire compensation and benefits package and understand there are benefits like the manager lease vehicles, but some of these group benefits are not applicable to my current situation.

I've updated my analysis (attached) to reflect the new adjustments while maintaining my previous goals to yield base pay of [REDACTED] and one-time bonus of [REDACTED]. I am trying to find the right balance so please let me know what you think.

I am definitely excited by the opportunity and at the same time I must make the right decisions for me and my family. I feel I can make significant contributions to Ford, in technology, products and process. My track record at BlackBerry is strong and demonstrates my ability to get things done and work through difficult transitions to deliver high quality results at an organizational level.

I would be happy to make time to discuss this at anytime today.

Colin  
 (613) 799-4208

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**From:** Chuck Monastra <cmonastr@ford.com>  
**Date:** Thursday, December 15, 2016 at 7:25 AM  
**To:** Colin Ho <colinho@blackberry.com>  
**Cc:** "Andree, Alyssa (A.)" <aandree@ford.com>, "Majer, Steven (S.)" <smajer@ford.com>  
**Subject:** RE: Colin Ho re: hiring touch point

Colin,

Also checking on the #3 – this is standard language we use for all new hires. You should not be overly concerned. I fully understand given the recent history at Blackberry the concern about involuntary layoff and the financial impact this may cause. I can verify that:

&#1623 Large scale separation programs are not the norm at Ford; we have not had a reduction in force since 2009

&#61623 If business needs require a reduction in force, service is only one of several components used, following specific business requirements and individual performance

**Chuck Monastra****HR Mgr, Vehicle Components & Systems Engineering****Ford Motor Company, PDC 1A-H42****[cmonastr@ford.com](mailto:cmonastr@ford.com)****(313) 248-7595 (office)****(313) 670-3295 (cell)**

---

**From:** Monastra, Chuck (C.P.)**Sent:** Thursday, December 15, 2016 7:19 AM**To:** 'Colin Ho'**Cc:** Taylor, Stuart (S.); Gray, Charles (E.); Andree, Alyssa (A.); Majer, Steven (S.)**Subject:** RE: Colin Ho re: hiring touch point

Colin,

Thanks for your response. A few questions on your analysis just to ensure I am interpreting correctly. Questions I have:

RSP/RPP - Would like to understand this calculation Ford [REDACTED] vs. Blackberry?

Forfeited Bonus 2017 [REDACTED] – Is this under the assumption that the Blackberry VIP will pay 100% for the 2016 performance year?

Even if factoring in a 100% Blackberry VIP payment – which our understanding is not likely and most likely much closer to 20% in 2016 – the overall Ford package is still positive by approximately [REDACTED]. By way of reference, Ford's annual bonus has paid 113%, 91%, 112% for the past 3 calendar years.

We did take great care to ensure on balance the Blackberry team would be offered a very attractive package that keeps you whole and even with some enhancements. Bridging paid time off as another example. An additional significant benefit item in coming to Ford are the two Company lease vehicles – lease fee paid for by employees but significant benefit in terms of no insurance costs and unlimited mileage

Most importantly I'd ask you to consider the stability of Ford and the strategic work you will be helping us lead. Do you have time to talk later today?

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**From:** Colin Ho [<mailto:colinho@blackberry.com>]**Sent:** Thursday, December 15, 2016 1:11 AM**To:** Gray, Charles (E.)**Cc:** Monastra, Chuck (C.P.); Taylor, Stuart (S.)**Subject:** Re: Colin Ho re: hiring touch point

Hi Chuck,

Thanks again for taking time today to chat. Our conversation reinforced my enthusiasm to join the Ford team and make SYNC 4 and FNV 2 both a technical and market success.

I have reviewed the offer and conditions and appreciate the consideration that you have taken to design an attractive package. That said, after going over the details I do have a counter offer which I feel will better recognise what I bring to the table and address my personal concerns regarding stability.

The summary of my proposal is base pay of [REDACTED] and a signing bonus of [REDACTED]. This represents a 5% increase over my current annual pay, taking into consideration differences in bonus structure and BlackBerry RSP vs. Ford RPP+SSIP contributions, and a one-time bonus that is equivalent to 3 months of my BlackBerry base pay, recognising that due to the timing of the start date I will also not be receiving the BlackBerry annual incentive for 2016. I have attached an Excel document with my analysis—please review it and let me know what you think.

As for the conditions of employment, you already mentioned that condition 1 regarding the 3 month probationary period would be removed. I also have serious concerns about condition 3 regarding relinquished rights to fair severance, and would like that condition to be removed as well.

I look forward to hearing from you.

Colin

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Annual	BlackBerry	Ford Offer	Diff	Proposal to Ford	Diff	% Diff	BlackBerry monthly salary multiplier					
							1	2	3	4	5	6
Base Pay	\$153,001.28	\$157,200.00	\$4,198.72	\$168,000.00	\$14,998.72		\$12,750.11	\$25,500.21	\$38,250.32	\$51,000.43	\$63,750.53	\$76,500.64
Bonus	\$27,540.23	\$26,500.00	-\$1,040.23	\$26,500.00	-\$1,040.23							
RSP/RPP	\$7,650.06	\$3,144.00	-\$4,506.06	\$3,360.00	-\$4,290.06							
<b>Total</b>	<b>\$188,191.58</b>	<b>\$186,844.00</b>	<b>-\$1,347.58</b>	<b>\$197,860.00</b>	<b>\$9,668.42</b>	<b>5.14%</b>						
One Time Cash Incentive												
Forfeited Bonus 2017	\$6,120.05	\$0.00	-\$6,120.05	\$0.00	-\$6,120.05							
Signing Bonus	\$0.00	\$33,000.00	\$33,000.00	\$44,000.00	\$44,000.00							
<b>Total</b>			<b>\$26,879.95</b>		<b>\$37,879.95</b>							
Long Term Equity Incentive												
RSU (USD) (3y vest)	\$27,812.85	\$43,000.00	\$15,187.15	\$43,000.00	\$15,187.15							
SSIP (5y vest)	\$0.00	\$7,074.00	\$7,074.00	\$7,560.00	\$7,560.00							

Changed from previous model



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**From:** Monastra, Chuck (C.P.) [cmonastr@ford.com]  
**Sent:** 12/15/2016 11:37:11 AM  
**To:** Colin Ho [colinho@blackberry.com]  
**Subject:** RE: Colin Ho re: hiring touch point

12:30 is fine Colin. You can call my cell at [REDACTED] Thanks!

**Chuck Monastra**  
**HR Mgr, Vehicle Components & Systems Engineering**  
**Ford Motor Company, PDC 1A-H42**  
[cmonastr@ford.com](mailto:cmonastr@ford.com)  
**(313) 248-7595 (office)**  
[REDACTED]

---

**From:** Colin Ho [mailto:colinho@blackberry.com]  
**Sent:** Thursday, December 15, 2016 11:36 AM  
**To:** Monastra, Chuck (C.P.)  
**Subject:** Re: Colin Ho re: hiring touch point

Hi Chuck. Give me a few minutes to get back to you, my current meeting may get cancelled. Otherwise would 12:30 work?

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**From:** Chuck Monastra <[cmonastr@ford.com](mailto:cmonastr@ford.com)>  
**Date:** Thursday, December 15, 2016 at 11:25 AM  
**To:** Colin Ho <[colinho@blackberry.com](mailto:colinho@blackberry.com)>  
**Subject:** RE: Colin Ho re: hiring touch point

Colin, thanks. Can I call you at 11:30?

**Chuck Monastra**  
**HR Mgr, Vehicle Components & Systems Engineering**  
**Ford Motor Company, PDC 1A-H42**  
[cmonastr@ford.com](mailto:cmonastr@ford.com)  
**(313) 248-7595 (office)**  
[REDACTED]

---

**From:** Colin Ho [mailto:colinho@blackberry.com]  
**Sent:** Thursday, December 15, 2016 10:55 AM  
**To:** Monastra, Chuck (C.P.)  
**Cc:** Andree, Alyssa (A.); Majer, Steven (S.)  
**Subject:** Re: Colin Ho re: hiring touch point

Chuck,

Thanks for the quick responses.

- Regarding #3, I understand that Ford does not anticipate reductions and in fact the current situation is the opposite and Ford is growing. My concern for me and my family is that this condition is effective for the full term of employment and over a period situations may change. Despite the statement that "service is only one of several components used, following specific business requirements and individual performance", with this condition indicates that I relinquish legal rights to anything more than the legislated minimum.

- To explain the RSP/RPP calculation: BlackBerry matches 5% RSP contribution and vests immediately. My understanding is Ford's RRP is 2% vesting immediately. I recognize Ford's SSIP of 90% of 5% as a long term equity compensation/incentive since it vests after 5 years.
- You are correct that I was assuming that BlackBerry VIP was paying out at 100%, which is not a great assumption given current conditions. Assume your info is correct and this year pays out at 20%, but that the situation at BlackBerry stabilizes and returns to 90%.
- I have reviewed the entire compensation and benefits package and understand there are benefits like the manager lease vehicles, but some of these group benefits are not applicable to my current situation.

I've updated my analysis (attached) to reflect the new adjustments while maintaining my previous goals to yield base pay of [REDACTED] and one-time bonus of [REDACTED]. I am trying to find the right balance so please let me know what you think.

I am definitely excited by the opportunity and at the same time I must make the right decisions for me and my family. I feel I can make significant contributions to Ford, in technology, products and process. My track record at BlackBerry is strong and demonstrates my ability to get things done and work through difficult transitions to deliver high quality results at an organizational level.

I would be happy to make time to discuss this at anytime today.

Colin  
(613) 799-4208

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**From:** Chuck Monastr <[cmonastr@ford.com](mailto:cmonastr@ford.com)>  
**Date:** Thursday, December 15, 2016 at 7:25 AM  
**To:** Colin Ho <[colinho@blackberry.com](mailto:colinho@blackberry.com)>  
**Cc:** "Andree, Alyssa (A.)" <[aandree@ford.com](mailto:aandree@ford.com)>, "Majer, Steven (S.)" <[smajer@ford.com](mailto:smajer@ford.com)>  
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**Cc:** Monastra, Chuck (C.P.); Taylor, Stuart (S.)  
**Subject:** Re: Colin Ho re: hiring touch point

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TAB36

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

**FACTUM OF THE DEFENDANT, BLACKBERRY LIMITED  
(plaintiff's certification motion returnable April 29, 2019)**

March 26, 2019

**Torys LLP**

79 Wellington St. W., 30th Floor  
Box 270, TD South Tower  
Toronto, ON M5K 1N2  
Fax: 416.865.7380

Arlen K. Sternberg (LSO #: 42344D)  
Tel: 416.865.8203

Ryan Lax (LSO #: 63740E)  
Tel: 416.865.8166

Leora Jackson (LSO #: 68448L)  
Tel: 416.865.7547

Lawyers for the Defendant

19. The nature of these individual discussions, and the specific questions posed by employees, necessarily differed from employee to employee. Employees here having these discussions for purposes of considering their own situation and the factors they were taking into account in deciding whether to accept their Ford job offer and leave BlackBerry.<sup>16</sup> The record includes extensive affidavit and cross-examination evidence from BlackBerry human resources representatives, some managers, and various employees about the nature of the job offer process and the discussions that took place.<sup>17</sup> Mr. Parker was not personally involved in the individual discussions that other employees had during the process, when they were evaluating their options and making their decision. He does not know the details of all those various discussions and he does not know the specific reasons why other employees decided to accept their offer.<sup>18</sup> In his factum, Mr. Parker ignores most of the evidence on this point.

*Communications with employees prior to receiving offers from Ford*

20. At a “town hall” meeting with Mobility Solutions Employees on December 8, 2016, Ralph Pini, then Chief Operating Officer of BlackBerry and General Manager of Mobility Solutions, described the ongoing shift in focus of Mobility Solutions toward software development and licensing, including the Project Silver engineering services for Ford.<sup>19</sup>

21. The following day, on December 9, representatives of Ford jointly held another “town hall” meeting with BlackBerry for Project Silver employees. At that meeting, Ford announced that it intended to make offers of employment to some employees in January 2017. The words

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<sup>16</sup> *Ibid.*

<sup>17</sup> First Graham Affidavit, Exhibits B-GG, LL-OO, RR-TT, VV-XX, BlackBerry CR, Tab 1; Jessup Affidavit, Exhibits A-G, BlackBerry CR, Tab 2; Carswell Affidavit, Exhibits A-B, BlackBerry CR, Tab 3; Mascarin Affidavit, Exhibits A-B, BlackBerry CR, Tab 4; Racz Affidavit, Exhibits B-C, BlackBerry CR, Tab 5; Landry Affidavit, Exhibit A, BlackBerry CR, Tab 8; Mullin Affidavit, Exhibits A-B, BlackBerry CR, Tab 9. See footnote 17. See also: Cross-examination of Rebecca Graham dated January 29, 2018 [“Graham Cross”], qq. 46-47, 263-278, 281-298, 311-319, 327-369, 438-446, 457-493, 601-627, 633-641, 756, 850-867, 2nd Supplementary Motion Record of the Moving Party (Certification) [“Parker CR3”], Tab 3; Cross-examination of Amber Jessup dated January 18, 2018 [“Jessup Cross”], qq. 168-182, 200-207, 259-297, 314-334, 339-386, 415-449, 454-474, 522-556, 590-594, 604-609, Parker CR3, Tab 4; Cross-examination of Lisa Carswell dated January 29, 2018, qq. 51-109, Parker CR3, Tab 9; Cross-examination of Jennifer Mascarin dated January 29, 2018, qq. 94-175, 185-190, Parker CR3, Tab 8; Cross-examination of Zoltan Racz dated January 18, 2018 [“Racz Cross”], qq. 20-29, 34-44, 65-64, 75-89, 114-129, Parker CR3, Tab 5; Cross-examination of Colin Ho dated January 18, 2018, qq. 45-55, 61-65, 82-123, Parker CR3, Tab 6.

<sup>18</sup> Parker Cross, qq. 4-9, 48-56, 118-123.

<sup>19</sup> First Graham Affidavit, para. 22, BlackBerry CR, Tab 1, p. 10.

with Ford.<sup>36</sup> One of the plaintiff's own affiants, on cross-examination, indicated that the terms of his offer, including signing bonus and job level, were adjusted by Ford in response to concerns that he raised.<sup>37</sup>

32. Some employees asked about their options for remaining at BlackBerry or the implications of declining the Ford offer. Individual employees who asked this question of a human resources representative were told that if they chose to decline the offer, their employment with BlackBerry would continue and BlackBerry would take steps to place them in a comparable role on another team or project at BlackBerry. There were many roles on other projects and teams to be filled going forward.<sup>38</sup> Where employees asked about specific roles on other teams or projects, or wanted to better understand their continuing options at BlackBerry, they were encouraged to speak individually with the manager on their team and other managers known to be staying at BlackBerry.<sup>39</sup>

33. Individual discussions between managers and employees took place. Those discussions would have informed those employees' understanding concerning their options for their continuing role if they chose to remain at BlackBerry.<sup>40</sup> Those discussions necessarily differed among employees because employees had differing considerations they were taking into account in making their decision, and employees were in differing roles and had differing future prospects at BlackBerry.

34. It is wrong for the plaintiff to suggest that all employees had the same communications with BlackBerry or that they all were in identical positions in respect of their employment situation and future prospects. That is simply not the case. Some illustrative evidence regarding individual employees is highlighted below.

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<sup>36</sup> First Graham Affidavit, para. 60, BlackBerry CR, Tab 1, p. 20.

<sup>37</sup> Cross-Examination of John Veniot dated January 17, 2018 ["Veniot Cross"], qq. 11, 22-28, Parker CR3, Tab 13.

<sup>38</sup> First Graham Affidavit, para. 55, BlackBerry CR, Tab 1, p. 19; Jessup Affidavit, para. 19, BlackBerry CR, Tab 2, p. 193.

<sup>39</sup> First Graham Affidavit, para. 56, BlackBerry CR, Tab 1, p. 19; Jessup Affidavit, para. 19, BlackBerry CR, Tab 2, p. 193.

<sup>40</sup> Racz Affidavit, paras. 9-13, 18, BlackBerry CR, Tab 5, pp. 233-235; Ho Affidavit, paras. 8-10, BlackBerry CR, Tab 6, pp. 243-244; Mullin Affidavit, paras. 4-9, BlackBerry CR, Tab 9, p. 254; Landry Affidavit, paras. 5-10, BlackBerry CR, Tab 8, pp. 249-250; Lee Affidavit, para. 6, BlackBerry CR2, Tab 2, p. 18; Mackie Affidavit, paras. 5-6, BlackBerry CR2, Tab 4, p. 30; Watson Affidavit, paras. 5-7, BlackBerry CR2, Tab 3, p. 27; Parker Cross, qq. 48, 74-75, 80-84, Parker CR 3, Tab 11.

*Evidence from individual employees discussing their circumstances*

35. The record includes affidavits from a number of employees describing the process they went through and the reasons they each decided to either accept or decline their Ford job offers. These employees describe individual and differing communications they had through the process with BlackBerry human resources representatives, managers and/or others (including in respect of their continuing role at BlackBerry), that they took into account in making their decision. They describe what they understood from various communications they had and how this affected their decision.<sup>41</sup> In many instances, their evidence as to their understanding of their own employment situation and options, and why they made their decision to accept Ford's offer, differs significantly from Mr. Parker's evidence as to his own situation and understanding, and the reasons he made his decision.<sup>42</sup>

36. By way of example, the following three affiants who remain members of the proposed class expressly confirm that, in light of their own circumstances and the discussions they had, they each made a voluntary decision to accept Ford's offer and resign from BlackBerry:<sup>43</sup>

- Adrienne Lee, formerly a Senior Quality Manager at BlackBerry, received her offer from Ford in mid-January 2017. She confirms that she understood, based on a discussion with the head of BlackBerry's Quality department, that if she declined the offer from Ford, BlackBerry would take steps to place her on another project or team. Ms. Lee states, "I always understood that it was my choice whether to accept the offer or decline it." She found "the terms of the Ford offer very attractive, including the compensation terms and signing bonus." She "made a voluntary decision to accept Ford's job offer and leave BlackBerry's employ."<sup>44</sup>

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<sup>41</sup> Racz Affidavit, paras. 6-13, BlackBerry CR, Tab 5, pp. 233-235; Ho Affidavit, paras. 7-10, BlackBerry CR, Tab 6, pp. 243-244; Landry Affidavit, paras. 5-10, BlackBerry CR, Tab 8, pp. 249-250; Mullin Affidavit, paras. 4-10, BlackBerry CR, Tab 9, pp. 254-255; First Parker Affidavit, paras. 9, 16, 21, Parker CR, Tab 2, pp. 8-10; Lee Affidavit, paras. 3-7, BlackBerry CR2, Tab 2, p. 18; Mackie Affidavit, paras. 2-8, BlackBerry CR2, Tab 4, pp. 29-30; Watson Affidavit, paras. 2-8, BlackBerry CR2, Tab 3, pp. 26-27.

<sup>42</sup> First Parker Affidavit, paras. 5-25, Parker CR, Tab 2, pp. 7-10.

<sup>43</sup> Racz Affidavit, paras. 4-5, BlackBerry CR, Tab 5, pp. 233; Ho Affidavit, paras. 5-7, BlackBerry CR, Tab 6, p. 244; Affidavit of Martin van Hoeckel sworn October 2, 2017, paras. 4-5, BlackBerry CR, Tab 7, p. 247; Lee Affidavit, paras. 6, 8-9, BlackBerry CR2, Tab 2, pp. 18-19; Mackie Affidavit, para. 7, BlackBerry CR2, Tab 4, p. 29; Watson Affidavit, para. 7, BlackBerry CR2, Tab 3, p. 27.

<sup>44</sup> Lee Affidavit, paras. 3-6, BlackBerry CR2, Tab 2, p. 18.

- Andrew Mackie (formerly a Software Tools Developer at BlackBerry) and Lee Watson (formerly an HMT (handheld management and tracking) Specialist at BlackBerry) each describe their own individual discussions with their managers, their understandings that they could remain at BlackBerry, their process of weighing the benefits of the Ford offer against remaining at BlackBerry, and their voluntary choice to accept the Ford offers.<sup>45</sup> They each state: “I understood I would be resigning from BlackBerry, and intended to do so.”
- Unlike Mr. Parker, each of these employees submitted written resignation notices to BlackBerry.

37. The record includes affidavits from two of the managers, Zoltan Racz and Colin Ho, who themselves received and accepted offers from Ford, and who had individual and differing discussions with various employees on their teams about those employees’ offers. Mr. Racz (formerly a Vice President, Platform Software at BlackBerry) indicates that he had “numerous one-on-one conversations with employees about their Ford offers” which “differed from employee to employee depending on the particular employee, his or her situation, and the factors he or she was taking into account in evaluating their offer.” “Different employees asked different questions” and it was obvious that “employees were weighing the factors they each thought were important”. In respect of his own employment offer from Ford, Mr. Racz states: “I clearly understood that it was my choice whether to accept the offer or not”; “I also understand that if I accepted this offer, I would be resigning from BlackBerry and therefore was not expecting to receive a severance package from BlackBerry”; and “the terms of the Ford offer were attractive to me and that is why I decided to accept the offer.”

38. Mr. Ho (formerly a Senior Manager, Input Systems at BlackBerry) also had individual discussions with a number employees on his team after they received their offers. He confirms that “people I spoke to were taking into account their own offer and situation (and appeared to be weighing their particular considerations) in coming to a decision whether to accept their offer or not. I told them it was entirely their choice whether to accept or not.”<sup>46</sup> Mr. Ho also confirms that

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<sup>45</sup> Watson Affidavit, BlackBerry CR2, Tab 3; Mackie Affidavit, BlackBerry CR2, Tab 4.

<sup>46</sup> Ho Affidavit, paras. 8-10, BlackBerry CR, Tab 6, pp. 243-244.

he voluntarily chose to accept his job offer from Ford “based on [his] own situation and considerations,” and that he provided a resignation letter.

39. Contrary to the submission in Mr. Parker’s factum, there is no evidentiary basis to suggest that these managers (or any others) were given any financial incentives to encourage other Project Silver employees to accept their offers from Ford. The direct evidence on this point is from Rebecca Graham, BlackBerry’s Director of Global Talent Development, who confirms that no such incentives were provided. The documentary evidence – Ford’s contract with BlackBerry and available offers of employment from Ford to four managers – contains no reference to any such incentives. In support of this submission on this point, Mr. Parker selectively quotes from one email from a manager. This manager was merely reflecting his own personal question early in the process as to the number of employees that might go to Ford. This merits-related speculative assertion by Mr. Parker is unfounded.<sup>47</sup>

40. Emails from other individual employees, included in the record by way of examples, show their own deliberations when considering their Ford offer.<sup>48</sup> One employee created an excel spreadsheet that he planned to use to evaluate his offer from Ford in comparison with his current situation at BlackBerry across 16 metrics, including base salary, bonus percentage, stock awards, pension, vacation, and severance entitlement.<sup>49</sup> He shared that spreadsheet with five Project Silver colleagues, stating “I have attached a little spreadsheet I am using to help me figure out what is good and bad about the pending offer from Ford. Feel free to use if you wish.”<sup>50</sup>

41. The record also includes evidence regarding the seven who were working on Project Silver in Canada, received offers of employment from Ford, and made the decision to decline their offers. All seven of those employees remained employed by BlackBerry after the conclusion of Project Silver and were placed in equivalent roles on different BlackBerry

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<sup>47</sup> Graham answer to undertaking, q. 493, Parker CR3, Tab 10C, p. 888; Personnel, Premises and Asset Agreement, Parker CR3, Tab 10B1, p. 604; and see for example managers’ agreements: Parker CR3, Tab 10F27, pp. 903-909; Parker CR3, Tab 10B12, pp. 683-685; Parker CR3, Tab 10B27, pp. 711-714; Parker CR3, Tab 10B23, pp. 692-694; Parker CR3, Tab 10B29, pp. 723-725; Parker CR3, Tab 10B25, pp. 701-704; Parker CR3, Tab 10B31, pp. 738-744;

<sup>48</sup> First Graham Affidavit, paras. 26-31, 43-47, 52-62, 69-72, 75-87, 90-92, 97-105 and exhibits cited in those paragraphs, BlackBerry CR, Tab 1, pp. 11-12, 15-31.

<sup>49</sup> First Graham Affidavit, para. 45, Exhibit “M”, BlackBerry CR, Tab 1, pp. 16, 79-83, Stephenson Cross, qq. 30-48, Parker CR3, Tab 14.

<sup>50</sup> First Graham Affidavit, Exhibit “M”, BlackBerry CR, pp. 79-83.



projects.<sup>51</sup> Each of these employees was in the same position as members of the proposed class, but made a different decision. They each understood they could remain at BlackBerry, and did so.

42. Two of those employees, Michael Mullin (a Software Developer at BlackBerry) and Nick Landry (a Senior Applications Software Developer at BlackBerry), provided affidavits discussing their offers from Ford and their decisions to stay at BlackBerry.<sup>52</sup>

43. Mr. Mullin states that he “found the offer interesting as it provided higher pay, a signing bonus, and better benefits than [he] had at BlackBerry”. However, he “was not particularly interested in leaving BlackBerry – working at BlackBerry had been [his] goal since the time [he] went to college.” He always “understood that the choice was entirely [his] as to whether to accept or decline” and that if he accepted “it would mean [he] was resigning from BlackBerry.” As part of his deliberations, he spoke with a BlackBerry manager about a role on that manager’s team if he declined the offer. Mr. Mullin also spoke to another manager regarding continuing roles on that team. Based on those discussions and his own considerations, Mr. Mullin declined Ford’s offer. He continues to be an employee at BlackBerry on the team he desired.<sup>53</sup>

44. Mr. Landry similarly confirms that: he received an offer from Ford; consulted with a BlackBerry manager and human resources in his process of deliberations; and then chose to decline the Ford offer and remain at BlackBerry.<sup>54</sup>

45. Mr. Parker’s other affiants, who are members of the proposed class (Messrs. Dawson, Stephenson and Veniot), each confirmed on cross-examination that they made a decision to accept Ford’s offer, and in making the decision they took into account the individual discussions they had with BlackBerry representatives, their own employment situations and what they understood their own options to be.<sup>55</sup> One of these affiants, Mr. Veniot, stated in an email to a close family member at the time: “Well it’s official. I excepted [accepted] the offer from Ford

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<sup>51</sup> First Graham Affidavit, paras. 83-87, BlackBerry CR, Tab 1, pp. 25-27.

<sup>52</sup> Mullin Affidavit, BlackBerry CR, Tab 9; Landry Affidavit, BlackBerry CR, Tab 8.

<sup>53</sup> Mullin Affidavit, paras. 4-9, BlackBerry CR, Tab 9, p. 254.

<sup>54</sup> Landry Affidavit, paras. 4-10, BlackBerry CR, Tab 8, pp. 249-250.

<sup>55</sup> Dawson Cross, qq. 9-15, 19-23, 29-34, 37, 39, Parker CR3, Tab 12; Veniot Cross, qq. 10-17, 27-32, 54-59, 63-73, Parker CR3, Tab 13; Stephenson Cross, qq. 5-7, 10-13, 21-22, 30-62; 69-70, Parker CR3, Tab 14.

necessarily to the same extent. The answer to the common issue “must be capable of extrapolation to each member of the class”;<sup>104</sup>

- (c) the answer to the common issue must be “a *substantial* ingredient of each class member’s claim” and the resolution of it must be *necessary* to the resolution of *each* class member’s claim;<sup>105</sup>
- (d) resolution of the issue must not be dependent upon individual findings of fact that have to be made with respect to each class member;<sup>106</sup> and
- (e) the common issues should not be framed in over-broad terms, because “it would not serve the ends of either fairness or efficiency to certify an action on the basis of issues that are common only when stated in the most general terms.” Such overly-broad common issues are bound to break down into individual proceedings.<sup>107</sup>

85. Even if there is some basis in fact to establish the existence of a common issue, the court must also ask whether resolving the issue will depend upon individual findings of fact or would sufficiently advance each proposed class member’s claim. If the common issue fails to satisfy the court in this regard, the court must refuse to certify it.<sup>108</sup>

***Whether there was a wrongful termination by BlackBerry cannot be decided as a common issue***

86. The first – and threshold – proposed common issue is whether any given employee was wrongfully terminated by BlackBerry (as the plaintiff alleges) or voluntarily chose to leave BlackBerry’s employ and resigned (as BlackBerry will contend for many employees).

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<sup>104</sup> *Hollick* at para. 18, BlackBerry BOA, Tab 1; *Western Canadian Shopping Centers* at paras. 39-40, BlackBerry BOA, Tab 11; *McCracken* at para. 83, BlackBerry BOA, Tab 10; *Brown* at para. 36, BlackBerry BOA, Tab 5.

<sup>105</sup> *Hollick* at para. 18, BlackBerry BOA, Tab 1; *Brown* at para. 36, BlackBerry BOA, Tab 5.

<sup>106</sup> *Williams v. Mutual Life Assurance Co. of Canada* (2000), 51 O.R. (3d) 54 at para. 39 (S.C.J.), aff’d (2001), 17 C.P.C. (5th) 103 (Div. Ct.), aff’d (2003), 226 D.L.R. (4th) 112 (C.A.), leave to appeal to S.C.C. refused [2003] S.C.C.A. No.283, BlackBerry BOA, Tab 12; *Fehringer* at paras. 16-21, BlackBerry BOA, Tab 8; *Brown* at para. 36, BlackBerry BOA, Tab 5.

<sup>107</sup> *Rumley v. British Columbia*, 2001 SCC 69 at para. 29, BlackBerry BOA, Tab 13.

<sup>108</sup> See *Cloud v. Canada (Attorney General)* (2004), 73 O.R. (3d) 401 at paras. 49, 55 (C.A.) leave to appeal to S.C.C. refused [2005] S.C.C.A. No. 50, BlackBerry BOA, Tab 14; *Chadha v. Bayer Inc.* (2003), 63 O.R. (3d) 22 at paras. 30-33 (C.A.) leave to appeal to S.C.C. refused [2003] S.C.C.A. No. 106, BlackBerry BOA, Tab 15.

87. None of the other issues arises unless and until this first issue is decided in an employee's favour. The date of termination (proposed common issue 2) only arises and becomes relevant if there is found to be a wrongful termination by BlackBerry, and all other proposed common issues are damages-related and would only arise if and to the extent it were found that an employee was terminated. A court cannot certify damages issues where no liability issue is certified.<sup>109</sup>

88. Mr. Parker frames this threshold liability issue as follows: "Does BlackBerry's conduct amount to a termination of the Class Employees' employment." While his framing of the issue is too narrow – since it is not only BlackBerry's conduct that will be in issue, and relevant to the analysis – he nonetheless acknowledges in his factum (paragraph 94) that this is a "threshold issue and critically important to the litigation", and "if it is not a termination, the litigation ends."

89. As this Court has noted, "[a] certification motion cannot be considered in a vacuum... [The] criteria in the *CPA* must be considered with a correct understanding of the employment law that will ultimately govern the success of the action at trial."<sup>110</sup> Where an employment concept requires case-by-case analysis, it does not matter whether there are common elements to all of the employees' claims: the most important factor here is that an individual inquiry will be critical to assessing whether an employee has been terminated. Evaluating the common elements of the claim is merely the beginning of the inquiry, and the defence must not be precluded "from conducting an inquiry into the individual and unique circumstances of each plaintiff".<sup>111</sup>

90. Even on Mr. Parker's formulation of the applicable termination test that he submits will be applicable to the threshold issue (at paragraph 55 of his factum), an individual and fact-specific analysis would be required. His formulation is that the termination test requires an analysis of "whether a reasonable person, in the Class Employees' circumstances, would understand, through the employer's words and actions, in the situation of that particular industry, workplace and surrounding circumstances, that their employment was terminated." This

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<sup>109</sup> *Anderson v. Wilson* (1999), 44 O.R. (3d) 673 (C.A.) at para. 32, BlackBerry BOA, Tab 16.

<sup>110</sup> *Kafka v. Allstate Insurance Company of Canada*, 2011 ONSC 2305 [*Kafka* ONSC], aff'd 2012 ONSC 1035 (Div. Ct.), BlackBerry BOA, Tab 17.

<sup>111</sup> *Kafka* ONSC at paras. 156-162, BlackBerry BOA, Tab 17.

formulation requires the court to consider the employee's understanding, taking into account the communications with BlackBerry and other relevant circumstances.

91. It is also important to bear in mind that the Court would, of course, be required to consider BlackBerry's defence to the termination issue as well, not just Mr. Parker's allegation or the specific facts on which he seeks to rely.<sup>112</sup> As stated, BlackBerry's defence is that, for reasons that are somewhat different in each case, each or at least most of the employees made a voluntary decision to accept Ford's offer and leave BlackBerry's employ, and thus resigned. For employees that did so, there was no wrongful termination.

92. There is no basis for Mr. Parker's submission that BlackBerry's defence of resignation is "legally insignificant". For example, in one of the two cases Mr. Parker himself relies on for the termination test (the *Rajput v. Menu Foods Ltd.* case – which was an individual action, not a class action) the issue was whether the employee was terminated or alternatively resigned – and the court assessed the communications and conduct of both the employer and the employee, and the surrounding factual circumstances, to decide the issue.<sup>113</sup>

93. At law, a clear and voluntary decision by an employee to end his/her employment amounts to a resignation. The court must assess the factual circumstances, including the employee's communications and conduct, to assess whether the employee intended to resign.<sup>114</sup>

94. We have found no decision in which a Canadian court has ever certified the issue of whether employees voluntarily resigned (or alternatively were wrongfully terminated), which is not surprising given the inherently individual and highly fact-specific analysis that is necessarily required in order to determine the issue. In other wrongful dismissal cases, where determining

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<sup>112</sup> In his factum, Mr. Parker sets out his list of facts he will seek to rely on, including in asserting there was a "scheme" between BlackBerry and Ford, and suggests somehow that the Court will only need to consider those facts. However, in assessing whether an employee was wrongfully terminated, all relevant facts would need to be considered (not just those that Mr. Parker seeks to highlight), and BlackBerry's defence would need to be considered.

<sup>113</sup> *Rajput v. Menu Foods Ltd.*, [1984] O.J. No. 2290 at paras. 2-19, Parker's Book of Authorities ("Parker BOA"), Tab 13.

<sup>114</sup> *Kieran v. Ingram Micro Inc.* (2004), 189 O.A.C. 58 (C.A.) at paras. 28-30 BlackBerry BOA, Tab 18; *Gebreselassie v. VCR Active Media Ltd.*, 2007 CanLII 45710 (Ont. S.C.J.) at paras. 41-45, 48, BlackBerry BOA, Tab 19; *Beggs v. Westport Foods Ltd.*, 2011 BCCA 76 at para. 37, BlackBerry BOA, Tab 20, citing Harris, David, *Wrongful Dismissal*, loose-leaf (Toronto: Thompson Canada Ltd., 1989).

liability will require individual factual analysis for each employee, courts have refused to certify such actions.<sup>115</sup>

95. Similarly here, the issue of whether an employee was involuntarily terminated by BlackBerry or voluntarily resigned, is incapable of class-wide determination. An individual factual enquiry will necessarily be required for each employee, and success for one member of the class cannot mean success for all. In order to decide the issue, the Court would need to consider:

- the particular conduct of the employee and BlackBerry;
- the communications they had during the job offer process;
- what each employee's understanding and assessment was of his/her employment situation and options in respect of their continuing role at BlackBerry;
- why he/she made the decision to accept his/her Ford employment offer, and whether it was a voluntary decision by the employee to leave BlackBerry's employ; and
- whether he/she provided express notice of resignation (and, if so, why).

On both sides' formulation of the threshold issue and applicable employment law test, the Court would have to conduct this type of factual enquiry.

96. Mr. Parker incorrectly submits that members of the proposed class all received the exact same communications from BlackBerry – he submits that BlackBerry “took great care to ensure it was communicating identical information.”<sup>116</sup> That is an incorrect overstatement and ignores the substantial evidence of all the individual discussions that were occurring and that differed from employee to employee.

97. The employees did not all have the same discussions or receive the same information about their particular prospects at BlackBerry, and they were not all in the same position in respect of their future prospects. Their positions, roles and skillsets at BlackBerry were some of

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<sup>115</sup> See by way of example, *Kafka, supra*, BlackBerry BOA, Tab 17; and *Service v. University of Victoria*, 2018 BCSC 2027 (CanLII)

<sup>116</sup> Parker Factum, para. 25, p. 9.

the material differences between them that affected their employment situation and future prospects. Employees asked questions pertaining to their own employment situation and the specific factors they were each considering in deciding whether to accept their Ford offer. Some employees spoke with a human resources representative and also one or more manager. Others likely only spoke to a human resources representative. Still others may not have had any such individual discussions. In short, individual employees had differing communications with BlackBerry and Ford.

98. Mr. Parker alleges that he and other members of the proposed class “felt” that they had no choice but to accept the offer, and that if they did not do so their careers at BlackBerry “would likely not continue”.<sup>117</sup> Mr. Parker relies on BlackBerry’s history in prior years of downsizing and periodic layoffs – but he (and some other affiants) confirmed that there was uncertainty at BlackBerry for years and the situation was no different in January-February 2017 in this regard. Also, Mr. Parker can really only speak to how *he* felt at the time and as to *his own* belief or understanding of his employment situation and future prospects, and why *he* chose to accept Ford’s offer.

99. As described at paragraphs 18 to 46 above, the record contains extensive evidence regarding the individual discussions and email exchanges that were occurring with other employees and BlackBerry’s human resources representatives and managers (besides individual discussions and emails between the employees and Ford). These communications would have informed each employee’s understanding of his/her own employment situation and options and why he/she decided to accept their Ford offer – and thus whether the particular employee made a voluntary decision to leave BlackBerry’s employ.

100. Success for one employee on this threshold liability issue cannot possibly mean success for all employees in the proposed class. Just by way of example, if the Court were to conclude that Mr. Parker’s employment was involuntarily terminated by BlackBerry in his circumstances and in light of the communications he had with BlackBerry and his belief or understanding at the time, that finding could not possibly mean that employees like Ms. Lee, or Messrs. Watson and Mackie (and many others) – who are in the proposed class – were involuntarily/wrongfully

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<sup>117</sup> First Parker Affidavit, para. 19, Parker CR, Tab 2, p. 9.

terminated. Ms. Lee and Messrs. Watson and Mackie each swore affidavits expressly confirming that:

- when they received Ford's offer, they understood it was their choice whether to accept the offer or not;
- they found Ford's offer to be attractive;
- after considering their own situation and the Ford offer and having individual discussions, they made a voluntary decision to accept the offer;
- in doing so, they understood they would be resigning from BlackBerry and intended to do so; and
- they then provided a letter to BlackBerry confirming their resignation.<sup>118</sup>

101. As described above, affidavit evidence from a number of other individual employees who were on Project Silver and who received job offers from Ford similarly indicates that they each understood it was their decision whether to accept the offer and join Ford, or decline it and remain employed by BlackBerry, and they made a voluntary decision based on their own circumstances, and their own consideration of the terms of their Ford offer. Some of those employees chose to accept Ford's offer, and others chose to decline it and they then remained at BlackBerry. There are emails from various other employees as well, showing that they understood it was their decision and they were carefully considering whether to accept their offer or not based on their own situation and considerations.

102. Material factual differences between employees, that would need to be considered in the individual analyses, include whether the employee provided a resignation notice and the specific circumstances. Many employees provided express letters of resignation (in varying forms); some did not provide letters of resignation but raised no issues; and a relatively small number, including Mr. Parker, did not provide a letter of resignation and raised concerns.

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<sup>118</sup> Lee Affidavit, paras. 3-11, BlackBerry CR2, Tab 2, pp. 18-19; Watson Affidavit, paras. 2-8, BlackBerry CR2, Tab 3, pp. 26-27; Mackie Affidavit, paras. 2-8, BlackBerry CR2, pp. 29-30.

103. In his factum, Mr. Parker has also not addressed the following individual circumstances:
- (a) the seven employees who were in the same position as members of the proposed class, but chose to decline their offers from Ford and remain BlackBerry employees;
  - (b) the two Project Silver employees in the proposed class who brought applications to the Ministry of Labour alleging termination, in respect of whom the Ministry conducted individual factual analyses and found that both resigned from BlackBerry; and
  - (c) certain employees' further individual circumstances related to their maternity leaves, or late hiring at BlackBerry and starting on Project Silver, which caused them to receive different communications than the ones on which Mr. Parker principally relies.

104. In the circumstances, the determination of the threshold liability issue for any given employee is not “capable of extrapolation to each member of the class.”<sup>119</sup> This issue cannot be assessed and determined in common for all employees. If the issue of class members' alleged wrongful termination were certified, BlackBerry would be prevented “from conducting an inquiry into the individual and unique circumstances of each plaintiff” that is necessary for it to defend the action.<sup>120</sup>

105. At paragraph 50 of his factum Mr. Parker relies on two cases in submitting that “in the employment law context, Courts have certified class proceedings, even when dealing with difficult questions such as employee classifications or whether a contract term is enforceable.” Those two cases raise very different issues than here, and in one of those cases (the *Aston v. Casino Windsor* case) the Court actually found that “there is a lack of common issues to be decided” and denied the certification motion. Also, the other case Mr. Parker relies on in paragraph 57 of his factum in submitting that “other decision makers have been able to assess whether a similar type of scheme constituted a termination on a common basis” – the *Naranjo*

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<sup>119</sup> *Hollick* at para. 18, BlackBerry BOA, Tab 1; *Western Canadian Shopping Centers* at paras. 39-40, BlackBerry BOA, Tab 11; *McCracken* at para. 83, BlackBerry BOA, Tab 10; *Brown* at para. 36, BlackBerry BOA, Tab 5.

<sup>120</sup> *Kafka* ONSC at paras. 156-162, BlackBerry BOA, Tab 17.





TAB37

**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*

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**FACTUM OF THE MOVING PARTY**

(Certification)

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February 1, 2019

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Lawyers for the Plaintiff (Moving Party)

*(ii) Common Issues 1 & 2: Termination of employment and date of termination*

53. There are two bases that the Trial Judge can determine whether BlackBerry terminated these Class Employees on a common basis:

- (i) The Trial Judge need only consider the BlackBerry Scheme to find a termination of employment; or, in the alternative,
- (ii) The Trial Judge need only consider at the BlackBerry Scheme and the interactions BlackBerry had with the Class Employees to find a termination. However, BlackBerry took significant steps to ensure it treated Class Employees identically, such that this matter is appropriate for certification.

Parker will deal with both bases separately.

*The Trial Judge only needs to look at the BlackBerry Scheme to find a termination*

54. Whether or not BlackBerry terminated the Class Employees can be determined on a common basis. Specifically, the legal test to determine whether these Class Employees were terminated will involve assessing whether, given the context, BlackBerry made a unilateral decision to terminate the Class Employees' employment.

*Prinzo, supra*, at para 17: **MPBOA Tab 8.**

*Rajput v Menu Foods Ltd.* (1984), 5 ACWS (2d) 450 at para 18 (ONSC) [Rajput]: **MPBOA Tab 13.**

55. The legal test for determining if a termination has occurred is focused on the employer's conduct: whether a reasonable person, in the Class Employees' circumstances, would understand, through the employer's words and actions, in the situation of that particular industry, workplace and surrounding circumstances, that their employment was terminated. As such, the focus on certification will not be on the voluntariness of the Class Employees' accepting employment, but rather, whether a reasonable person in their circumstances would have

understood their employment was terminated based on BlackBerry's conduct, its words and actions.

*Prinzo, supra*, at para 17: **MPBOA Tab 8.**

*Rajput, supra*, at para 18: **MPBOA Tab 13.**

56. To the extent that this definition of a termination does not fully capture the BlackBerry Scheme, Parker will argue that the definition of a termination is flexible enough to ensure that a scheme meant to deprive employees of their statutory and contractual rights is a termination. As the Ontario Court of Appeal stated in *Downtown Eatery (1993) Ltd v Ontario*, “while an employer is entitled to establish complex corporate structures and relationships, the law should be vigilant to ensure that permissible complexity in corporate arrangements does not work an injustice in the realm of employment law.”

*Downtown Eatery (1993) Ltd. v Ontario*, 54 OR (3d) 161 at para 36: **MPBOA Tab 14.**

57. Other decision makers have been able to assess whether a similar type of scheme constituted a termination on a common basis. In *Naranjo v Canadian Bank Institute*, the Divisional Court upheld a Small Claims Court deputy judge's decision on a group of six related actions. In those cases, the issue was whether a business transaction constituted a termination or a sale of business. In finding that the transaction in that case was a termination, the Court focused on the employer's conduct, including the terms of the scheme, how the employer dealt with the employees' files, and the structure of the transfer. While that case only involved six employees and related group actions (which is not a possible procedure here because of the size of the proposed class), it nonetheless demonstrates that courts have been able to consider similar schemes on a common basis.

*Naranjo v Canadian Bank Institute Operating Limited Partnership*, 2018 ONSC 2882 at paras 13-22: **MPBOA Tab 15.**