

Court File No. 17-71659
Divisional Court File No. 333/19

**ONTARIO
SUPERIOR COURT OF JUSTICE
DIVISIONAL COURT**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

**MOTION RECORD OF THE MOVING PARTY, BLACKBERRY LIMITED
(MOTION FOR LEAVE TO APPEAL)**

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Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
DIVISIONAL COURT**

BETWEEN:

DAVID PARKER

Plaintiff

- and -

SUPERIOR COURT OF JUSTICE
COUR SUPÉRIEURE DE JUSTICE
FILED / DÉPOSÉ
JUN 17 2019
REGISTRAR / GREFFIER
DIVISIONAL COURT TORONTO
COUR DIVISIONNAIRE

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

NOTICE OF MOTION FOR LEAVE TO APPEAL

THE DEFENDANT, BlackBerry Limited, will make a motion to a panel of the Divisional Court, to be heard in writing on a date to be fixed by the Registrar.

PROPOSED METHOD OF HEARING: The motion is to be heard in writing.

THE MOTION IS FOR an order:

- (a) granting leave to appeal from the order of the Honourable Justice Charbonneau dated May 27, 2019 certifying this class proceeding (the “Decision”);
- (b) awarding costs of this motion; and
- (c) granting such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE the following.

- (a) The requirements for leave to appeal under both subrules 62.02(4) (a) and (b) are met because:

- (i) there is conflicting case law on the matter involved in the proposed appeal;
 - (ii) there is good reason to doubt the correctness of the Decision; and
 - (iii) the proposed appeal raises matters of such importance that leave to appeal should be granted.
- (b) This is a wrongful dismissal action arising from former BlackBerry employees leaving its employ in order to work for Ford Motor Company of Canada after receiving and accepting individual offers of employment from Ford. The plaintiff alleges that, based on the communications he had with BlackBerry and his understanding of his own employment situation and options, he believed he would likely have no continuing role at BlackBerry going forward if he chose to decline his Ford offer. As a result, he alleges his decision to accept Ford's offer was not voluntary and he did not resign from BlackBerry, but rather was terminated.
- (c) In defence to the allegation of termination of the class members, BlackBerry's position is that the plaintiff and many other individual employees made a voluntary decision to accept Ford's job offer and resign from BlackBerry; BlackBerry did not terminate their employment. At law, there was no wrongful dismissal of those employees.
- (d) The proposed class is employees who received and accepted job offers from Ford during a specific period of time. The proposed threshold liability common issue, put forward by the plaintiff, is: "Does BlackBerry's conduct amount to a termination of the class Employees' employment?" The other proposed common issues relate to damages and would only arise if the threshold liability issue were first determined in an employee's favour.

- (e) In granting certification, the motions judge concluded (in brief reasons with limited analysis and no reference to case law) that the threshold liability issue could be decided on a common basis and that other requirements of the certification test are met.

The Decision Conflicts with Other Case Law

- (f) In concluding that the threshold liability issue could be decided on a common basis for all employees, the Decision conflicts with established employment law and class action principles in other decisions:
- the employment law tests for both the plaintiff's legal theory (employees were terminated) and BlackBerry's defence (employees resigned) require the court to consider all of the relevant communications between the employer and the employee, and all of the surrounding circumstances, to determine whether it would be reasonably understood that (i) the employee was being terminated by the employer, or alternatively (ii) the employee voluntarily intended to resign – these tests require an individual fact-specific enquiry for each employee;
 - contrary to the tests for termination and resignation, the motions judge effectively and erroneously concluded that this threshold liability issue could be decided solely based on the facts (and factual theory) on which the plaintiff seeks to rely in alleging termination (i.e. the "scheme" alleged by the plaintiff), without regard to the factors that well-established case law requires be considered, including: an employee's individual employment situation; the individual communications the employee had

with BlackBerry about his/her own situation and continuing employment at BlackBerry; and whether the employee intended to resign;

- the Decision thus effectively precludes BlackBerry from being able to assert, and have the court properly consider, its individual defences of resignation – a valid defence at law to a wrongful dismissal claim; and
- the Decision is contrary to, or fails to apply, the legal principles governing the common issues requirement of the certification test: in order to meet the requirement, the resolution of the issue must not be dependent on individual findings of fact having to be made with respect to each class member – the threshold liability issue would inevitably require individual factual findings.

There is Good Reason to Doubt the Correctness of the Decision

- (g) There is good reason to doubt the correctness of the Decision because:
- it conflicts with the employment law principles and tests governing termination and resignation (as described above) and would preclude BlackBerry from asserting its defence of resignation or having it properly considered;
 - it ignores the evidence in the record from individual employees which highlights the many differences among them that are relevant when assessing whether any particular employee was terminated or resigned – differences, for example, in respect of: the communications employees' had with BlackBerry about their employment situation and options; the employees' roles which affected their future prospects at BlackBerry; why

employees chose to accept Ford's offer; and whether they intended to resign and provided a resignation letter;

- the common issues requirement of the certification test is not satisfied, since the governing employment law tests would require an individual, fact-specific enquiry in respect of each employee;
- the class definition, to which the plaintiff made a series of changes (including at the time of the motion), was in its final form overly broad and there was no litigation plan that effectively and fairly addresses or could address the individual nature of the threshold liability issue; and
- in other analogous wrongful dismissal cases, where determining liability required individual factual analysis for each employee, courts have refused to certify such actions.

BlackBerry's Proposed Appeal Raises Matters of Substantial Importance

- (h) BlackBerry's proposed appeal raises matters of substantial importance, not only to the parties but also to employers and employees more generally and to the development of employment law and class actions law, including:
- (i) the legal test for termination, and whether this decision represents a fundamental change to the test;
 - (ii) the legal test for resignation and its availability as a defence to a claim of wrongful termination in circumstances such as these; and
 - (iii) the common issues requirement of the certification test, and whether a class proceeding is capable of addressing, on a common basis, the

question of whether employees voluntarily resigned or were terminated, an issue never before certified by any Canadian court.

- (i) BlackBerry relies on rules 12, 61.03.1, 62.02 of the *Rules of Civil Procedure* and section 19(1)(b) of the *Courts of Justice Act*.
- (j) BlackBerry relies on such further and other grounds as counsel may advise and this Honourable Court permit.

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

- (a) the Decision of the Honourable Justice Charbonneau dated May 27, 2019;
- (b) the record filed before the Superior Court of Justice on the certification motion; and
- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

June 11, 2019

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Lawyers for the Plaintiff

DAVID PARKER v.
Plaintiff

BLACKBERRY LIMITED
Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE
DIVISIONAL COURT**

Proceeding commenced at TORONTO

NOTICE OF MOTION

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Tab 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE CHARBONNEAU

MONDAY, THE 27TH
DAY OF MAY, 2019

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

ORDER

THIS MOTION, made by the Plaintiff, David Parker, for an order certifying this proceeding as a class proceeding, was heard on April 29 to May 1, 2019 at the Superior Court of Justice, 161 Elgin St., Ottawa, Ontario.

ON READING the Motion Records of the Moving Party, the Factum and Book of Authorities of the Moving Party, the Responding Motion Records of the Defendant, BlackBerry Limited, the Factum and Book of Authorities of the Defendant, BlackBerry Limited and the Compendium of the Defendant, BlackBerry Limited, and on hearing the submissions of the lawyers for the parties, the decision having been reserved until this day,

1. THIS COURT ORDERS THAT this action is certified as a class proceeding pursuant to s. 5 of the *Class Proceedings Act*.

2. THIS COURT ORDERS THAT counsel for the plaintiff may deliver brief written submissions on costs, within 20 days, and counsel for the defendant may deliver brief responding submissions on costs within 15 days thereafter.

A handwritten signature in black ink, appearing to be "M. C. C.", is written over a horizontal line. The signature is cursive and somewhat stylized.

DAVID PARKER v. BLACKBERRY LIMITED
Plaintiff Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at OTTAWA

ORDER

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Tab 3

CITATION: Parker, David v. BlackBerry Limited, 2019, ONSC 3185

COURT FILE NO.: 17-71659(Ottawa)

DATE: 2019/05/27

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

David Parker, Plaintiff

AND

BlackBerry Limited, Defendant

)
)
) J. Payne/Andrew Montague-Reinholdt, for
) the Plaintiff
)
)

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)
)
)
) A. Sternberg and R. Lax - Counsel for
) Defendant
)
)
)
)

) **HEARD: April 29, 30 and May 1, 2019**

Proceeding Under the Class Proceedings Act, 1992

REASONS FOR DECISION

CHARBONNEAU, J.

[1] The plaintiff brings this motion seeking the certification of these proceedings as a class proceeding pursuant to the provisions of the Class Proceedings Act (the “CPA”).

[2] The theory of the plaintiff is that BlackBerry needed to lay off a significant number of employees and wanted to avoid paying them their statutory, contractual and common law entitlements on termination.

[3] BlackBerry had been moving away from production of smart phones and was concentrating on production of software material. Ford was one of BlackBerry's clients. Ford was moving strongly into the domain of artificial intelligence and, in particular autonomous mobile systems, and was in need of qualified employees. BlackBerry had put together a team of engineers known as the "Silver Team". In the Fall of 2016, BlackBerry transferred nearly all its employees, which now form the proposed class (the "Class Employees"), to the Silver Team. The Silver Team would now work exclusively on engineering services for Ford in the aforementioned areas. The proposed class is defined as follows:

"All persons in Canada who were employees and/or defendant contractors BlackBerry Limited ("BlackBerry"), who worked for BlackBerry in Canada and who were offered and accepted employment with the Ford Motor Company of Canada ("Ford") between January 1, 2017 and April 30, 2017, while excluding BlackBerry employees who filed a complaint pursuant to section 96 of the Employment Standards Act, 2000 seeking termination pay and/or severance pay and did not withdraw that complaint within two weeks".

[4] BlackBerry and Ford entered into a written agreement whereby Ford would make offers of employment to the class employees. This was communicated to the class employees at two Town Hall meetings held on December 8 and 9, 2016. Subsequently, Ford made the offers. The class members were told by BlackBerry that if they refused Ford's offer, BlackBerry would make serious efforts to redeploy them in other tasks at BlackBerry but there was no guarantee that they would be employed. Ford told the class employees that if they accepted Ford's offer they would not be entitled to retain their seniority, or any benefits and entitlements that they had acquired during their years of service with BlackBerry.

[5] Nine employees, (the "managers") were hired by Ford in December 2016. They were immediately tasked to successfully bring about the transfer of the class members from BlackBerry to Ford. The proposed class members comprised all the BlackBerry employees who accepted an offer of employment from Ford after January 1, 2017.

The position of the parties

The plaintiff's position

The common issue

[6] The main common issue put forward by the plaintiff is: “Does BlackBerry’s conduct amount to a termination of the class Employees’ employment?” The other proposed common issues deal with calculation and quantum of damages should the trial judge find there was termination. There are three groups of employees for the calculation of damages namely those with a contractual formula to calculate entitlements, those entitled to statutory notice and severance and those who may be entitled to common laws damages. At a minimum each member would be entitled to Employment Standard Act benefits.

[7] The plaintiff submits that the court will only need to look at the scheme put in place by BlackBerry to find whether or not there was a termination by BlackBerry. No individual assessment will be required only the actions of BlackBerry towards the class members between mid-2016 until they each received their respective offers from Ford.

[8] The plaintiff further submits that if BlackBerry terminated the class members’ employment then BlackBerry had to pay severance in one of the three ways mentioned above and the resolution of the common issue will significantly advance the litigation and would be a success for all on that issue. Moreover it will advance the three goals of the CPA namely access to justice, judicial economy and behavior modification.

The defendant’s position

[9] The defendant makes several submissions in an attempt to convince the Court that the proposed common issues relating to the damages issues do not meet common issues requirement on the basis that there would be a requirement for an individual assessment for each employee. However, class proceedings with remaining individual damages issues are often certified. Moreover, the determination for damages for each of the three types of severance entitlement will be a relatively easy task. The proposed common issues are common to one or other severance group and in some cases common to all three. Their resolution will advance significantly the litigation. Even if some individual finding might be required they do not overwhelm the common aspect of each and every issue.

[10] The defendant also submits that the class definition does not meet class proceedings standard. I disagree. All class members are easily identifiable and success of the common issue relative to termination will be success for all of these individuals. The class definition is not too narrow because it excludes the nine managers in view of their particular position. Similarly the excluded employees who sought relief under the ESA are excluded for good juristic reason.

[11] The defendant's main objection to certification is that the threshold common issue cannot be decided as a common issue.

[12] The defendant submits that once the Ford's offer was in each individual's hands, he or she had an option to either resign from BlackBerry or accept the offer. The defendant points to evidence from employees who chose to stay with BlackBerry and evidence from employees who chose to accept Ford's offer and say they were very happy with Ford's offer and knew they had to resign. Different individuals had different reasons to choose to accept the offer and resign or stay with BlackBerry according to the defendant. Different individuals took different steps to find out the best information available in order to make their own decision.

[13] In support of its position the defendant has filed affidavits of individuals who have accepted Ford's offer or who have remained with BlackBerry for their own individual reasons. Therefore in each case, the defendant submits, the trial judge will have to decide whether there was resignation or termination for that particular employee. There is therefore no communality between the members of the class and the proposed threshold common issue.

Analysis

[14] As I have already indicated, I reject the defendant's objection to certification based on an improper class definition or the individual aspects of the damages issues.

[15] The defendant is right that if a distinct determination for each individual employee must be made on the threshold issue the action cannot be certified. However, the defendant's characterization of the proposed threshold issue has necessarily being one of termination versus resignation disregards the theory of the plaintiff's action. The plaintiff's theory is that BlackBerry devised an elaborate scheme to terminate the class employees without having to pay

them their severance entitlements. There is some basis in fact supporting this theory. There is evidence which supports the existence of the following facts:

1. The need of BlackBerry to reduce its work force.
2. The need of Ford for specialized employees in the area of AI and autonomous mobility and Ford's willingness to take on more employees in that field.
3. The fact that BlackBerry set up a special team to handle Ford's needs which team was then offered a job by Ford.
4. The elaborate written agreement between Ford and BlackBerry showing extensive planning and coordination.
5. The elaborate control of the message to the affected group of individuals.
6. The clear benefit to BlackBerry of proceeding in this fashion.
7. The fact BlackBerry divulged the details of each employees' human resources' file to Ford without the employees' knowledge.

[16] Although difficult to prove, the theory of the plaintiff is not without merit. It cannot be said that the plaintiff will definitely lose this action on the basis of wrongful dismissal if the trial judge finds BlackBerry deliberately carried out a scheme allowing it to terminate the employees without having to pay them severance.

[17] It must be remembered that the merits of the action are not an issue as long as there is a viable cause of action. The fact that the plaintiff may have difficulty finding success at trial is not an issue. The threshold liability issue is clearly one that should be determined in a common trial.

[18] An action in Superior Court of Justice is definitely the preferred procedure to decide this wrongful dismissal claim both on the issue of liability and damages. In fact, I cannot think of any other forum which could properly handle all the facets of the issues of this action.

[19] I am satisfied that Mr. Parker is an appropriate representative plaintiff. The litigation plan will have to be better particularized but that will be done during case conferences to follow certification as is often the case.

[20] For all of these reasons, I find that the plaintiff has satisfied the five criteria of s.5 of the Class Proceedings Act.

[21] Order accordingly.

[22] Counsel for the plaintiff may deliver brief written submissions on costs, within 20 days.

Defendants may provide a brief response within 15 days thereafter.



Charbonneau, J.

Released: May 27, 2019

CITATION: Parker, David v. BlackBerry Limited, 2019, ONSC 3185
COURT FILE NO.: 17-71659(Ottawa)

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

David Parker, Plaintiff

- and -

BlackBerry Limited, Defendant

REASONS FOR DECISION

Charbonneau, J.

Released: May 27, 2019

Tab 4

Court File No. 17-71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

AMENDED AMENDED NOTICE OF MOTION
(Certification)

THE PLAINTIFF will make a motion to the Honourable Mr. Justice Charbonneau on Monday and Tuesday, the 29th and 30th day of April, 2019, at 10:00 a.m., or as soon after that time as the motion can be heard, at 161 Elgin Street, Ottawa, Ontario.

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

THE MOTION IS FOR:

- 1) An Order certifying this action as a class proceeding, and
 - a) amending the Notice of Action issued February 15, 2017 and the Statement of Claim issued March 17, 2017 to reflect the updated description of the Plaintiff class, as set out in paragraph ~~34~~ 27 of David Parker's Affidavit sworn ~~June 9~~ November 17, 2017;

- b) describing the Plaintiff class as set out in paragraph ~~34~~ 27 of David Parker's Affidavit sworn ~~June 9~~ November 17, 2017
 - c) approving David Parker as the Representative Plaintiff;
 - d) stating the nature of the claims asserted on behalf of the Plaintiff class as set out in the Amended Statement of Claim;
 - e) stating the relief sought by the Plaintiff class as set out in the Amended Statement of Claim;
 - f) setting out the common issues as set out in Annex I attached hereto;
 - g) specifying the manner in which class members may opt out of the class proceeding and a date after which class members may not opt out of the class.
- 2) An Order requiring the Defendant to forthwith provide the lawyers for the representative Plaintiff with the names, addresses and e-mail addresses of all persons falling within the Plaintiff class.
- 3) An Order that the Notice of Certification be mailed by first class mail and by e-mail to each member of the Plaintiff class by the representative Plaintiff, at the expense of the Defendant, the form and content of which notice shall be subject to the approval of the Court.
- 4) Costs of the motion payable forthwith.
- 5) Such further and other Orders as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

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

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

1. the Affidavit of David Parker, sworn June 9, 2017;
2. the Affidavit of David Parker, sworn November 17, 2017;
3. the Affidavit of Michael Dawson, sworn November 17, 2017;
4. the Affidavit of John Veniot, sworn November 17, 2017;
5. the Affidavit of Matthew Stephenson, sworn November 17, 2017;
6. the Amended Notice of Action and Amended Statement of Claim;
7. Such further and other material as counsel may advise and this Honourable Court may permit.

June 9, 2017

Amended May 28, 2018

Further Amended January 29, 2019

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Lawyers for the Plaintiff

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Lawyers for the Defendant

COMMON ISSUES – ANNEX I

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

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

Tab 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant



Proceeding Under the *Class Proceedings Act, 1992*

AMENDED NOTICE OF ACTION

TO THE DEFENDANT

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

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

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

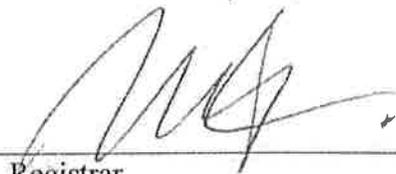
Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

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

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

Date: February 15, 2017

Issued by



Registrar

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

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

Claim

1. The Plaintiff claims:

- a. an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, and appointing the Plaintiff as the representative plaintiff for:
 - i. all persons in Canada who ~~are or~~ were employees and/or dependent contractors of BlackBerry Limited (“BlackBerry”) who ~~work or~~ worked for BlackBerry in Canada, and who were offered and accepted employment with Ford Motor Company of Canada (“Ford”) ~~after January, 1 2016 (the “BlackBerry Employees”)~~ between January 1, 2017 and April 30, 2017, while excluding those BlackBerry employees who specifically sought out the possibility of working with Ford; and
 - ii. such other group of persons as may be approved by the Court.
- b. damages for the greater of the Plaintiffs’:
 - i. minimum provincial statutory entitlements on termination;
 - ii. contractual entitlements on termination; or
 - iii. common law entitlements on termination, where applicable, less a reduction for mitigation earnings;
- c. bad faith and punitive damages in the amount of \$20,000,000.00 or such other sum as this Court finds appropriate at the trial of the common issues or at a reference or references;

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

6. BlackBerry has stated that it will not pay the BlackBerry Employees any of their entitlements on termination.

7. BlackBerry has breached its duties of good faith, honesty and to not knowingly mislead the BlackBerry Employees. It has structured the Transaction to circumvent paying the Blackberry Employees' statutory entitlements.

Date of issue: February 15, 2017

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Lawyers for the Plaintiff

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

Court File No. 17- 71659

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at OTTAWA

AMENDED NOTICE OF ACTION

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Lawyers for the Plaintiff

Courthouse Box No. 285

AMENDED THIS 7 DAY / JOUR
MODIFIÉE DE 7
OF / DE June 26, 2018
PURSUANT TO RULE 26.02(1)
CONFORMEMENT A LA REGLE
OR ORDER Justice Charbonneau
OU A L'ORDONNANCE 31st
DATED THIS / FAIT CE 31st
DAY / JOUR OF / DE May 20, 2018
REGISTRAR, SUPERIOR COURT OF JUSTICE
GREFFIER, COUR SUPERIEURE DE JUSTICE

W. Maguire

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

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

1. The Plaintiff claims:

- a. An order certifying this action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6, as amended, and appointing the Plaintiff as the representative plaintiff for:
 - i. All persons in Canada who ~~are or~~ were employees and/or dependent contractors of BlackBerry Limited (“BlackBerry”), who ~~work or~~ worked for BlackBerry in Canada, and who were offered and accepted employment with Ford Motor Company of Canada (“Ford”) ~~after January 1, 2016~~ between January 1, 2017 and April 30, 2017, while excluding those BlackBerry employees who specifically sought out the possibility of working with Ford (the “Plaintiffs”); and

- ii. Such other group of persons as may be approved by the Court.

- b. Damages equal to the greater of the Plaintiffs':
 - i. Minimum provincial statutory entitlements on termination including, but not limited to, termination, severance and vacation pay pursuant to the *Employment Standards Act, 2000*;

 - ii. Contractual entitlements on termination; or

 - iii. Common law entitlements on termination, where applicable, with credit to the Defendant for mitigation earnings and payments already made;

- c. Damages for breach of the duty of good faith and fair dealing and/or punitive damages in the amount of \$20,000,000.00, or such other sum as this Court finds appropriate, at the trial of the common issues or at a reference or references;

- d. Pre and Post-judgment interest in accordance with the *Courts of Justice Act*, RSO 1990, c C 43, as amended;

- e. Costs of this action on a substantial indemnity basis, including H.S.T.; and

- f. Such further and other relief that this Honourable Court deems just.

Background

The Parties

2. The Plaintiff, David Parker (“Parker”), is an individual ordinarily resident in the City of Ottawa, Ontario. He worked for BlackBerry for over thirteen (13) years since his hire on or about June 28, 2004.
3. The Defendant, BlackBerry Limited, is a duly incorporated company, operating a number of facilities across Canada.

BlackBerry

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

BlackBerry's Change in Strategy

8. On or about September 28, 2016, as part of its Second Quarter Earnings Statement, BlackBerry announced that it would end all internal smartphone hardware development and outsource those functions to business partners.
9. John Chen (“Chen”), the Chief Executive Officer (“CEO”) of BlackBerry, announced to the media that BlackBerry would cut expenses by eliminating its inventory and reducing its staff and equipment costs.
10. At this time, Parker became increasingly worried that his employment with BlackBerry was in jeopardy.

The BlackBerry/Ford Partnership

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

BlackBerry and Ford Negotiated the Transfer of the Silver Team Employees

13. BlackBerry and Ford negotiated the right for Ford to offer employment to the Silver Team Employees.

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

Ford Announced that Silver Team Employees would Transfer to Ford

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

Parker Requested Information about the Transfer

18. Following Ford's announcement of the Silver Team Employees' transfer, Parker reached out to Amber Jessup, a BlackBerry HR Representative ("Jessup"), and confirmed he wanted to stay with BlackBerry. She responded that there would be no guarantee of a position with BlackBerry for individuals who declined the offer from Ford.

19. On or about December 14, 2016, Parker emailed Ralph Pini (“Pini”), a BlackBerry HR Representative and Head of the Mobile Solutions unit, asking him what his employment status would be if he refused employment with Ford.
20. Pini responded via email that BlackBerry would not be continuing the current activities in Parker’s group in the future, but that BlackBerry would try and find a matching position. He did not identify any positions that would be available to Parker. He then wrote that Parker ought to “give a chance to the Ford opportunity before making a decision since there is some really great innovation going on”.
21. Parker responded to Pini that HR had told him that there would be no guarantee of future employment with BlackBerry should he refuse employment with Ford. Pini wrote back stating that BlackBerry would “try (its) best to match the skillset” for a position with the software licensing team.
22. Parker also asked Jessup about available positions within BlackBerry’s QNX team if he turned down the Ford offer. She responded on or about December 23, 2016 that there were no open roles within that team, nor any available roles anticipated in the near future.

The Chen Email

23. On or about January 6, 2017, Chen sent an email to all Silver Team Employees noting the changes to the Mobility Solutions Business Unit (the group in which the Silver Team Employees worked). In his email, Chen explained that BlackBerry’s strategy “requires a reduced headcount in the Mobility Solutions BU”.
24. Chen also explained that management had negotiated agreements with Ford for those employees, although he stated that he had “mixed emotions” about the deal. While he was pleased that BlackBerry was “able to secure alternative employment” for most of the

team, Chen was sorry “to have to lose great talent and loyal colleagues from BlackBerry”.

25. Even though Chen acknowledged that many employees had inquired about staying with BlackBerry, including moving to another group within the company, he discouraged the employees from doing so:

I know that some in-scope employees have asked about staying with BlackBerry and moving to another group, such as BTS to support the Autonomous Vehicle Innovation Center (AVIC). Whilst the AVIC has been announced, the project is still developing and its timeline is undetermined. The Ford and TCL deals are in-hand and my priority has been to ensure that as many impacted employees as possible have a good home at a company that will make the best use of your talents. It is important to remember that both Ford and TCL will work closely with BlackBerry in the future therefore, transferred employees will continue to contribute to BlackBerry’s future.

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

Ford made Offers of Employment

28. On or about January 16, 2017, Zolton Racz, a BlackBerry HR Representative (“Racz”), emailed the entire Silver Team notifying them that all Silver Team Employees would receive offers of employment from Ford, which he said was “excellent news”. He asked that all employees be available on specific dates to receive their individual offers of employment in person. He noted that both Ford and BlackBerry HR representatives would be onsite to address any employee questions.

29. BlackBerry set up meetings for Parker and the other Silver Team Employees to meet with Ford representatives so that they could provide the employees with offers of employment. These offers included an employment contract setting out the terms and conditions of their new employment with Ford.
30. On or about January 18, 2017, Ford offered Parker employment.
31. On or about January 24, and again on January 27, 2017, Racz sent emails to the entire Ottawa Silver Team, notifying them that they should hand deliver their acceptance of employment to the Ford HR representatives who would be on-site at BlackBerry's offices.
32. Based on the uncertain statements from BlackBerry about any other options, the pressure it was putting on the employees to accept employment with Ford, and the history of BlackBerry layoffs in recent years, Parker understood that he would have no position at BlackBerry if he did not accept the Ford offer. As such, Parker accepted employment with Ford on or about January 23, 2017. He believed he had no other practical choice; his decision was not voluntary.

BlackBerry Requested Resignations

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

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

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

34. Jessup attached documents to her email. She stated Parker had to sign those documents which included a template resignation letter for Parker, as well as a document setting out his “post-employment obligations”.
35. Jessup’s email also contained timelines that Parker was required to follow with respect to his BlackBerry smartphone, returning documents, and filing expense forms, prior to his move to Ford.
36. Jessup’s email was the first time anyone from BlackBerry told Parker he was required to resign his employment.
37. The other employees who accepted employment with Ford received the same, or a substantially similar, email communication from BlackBerry stating that BlackBerry required that they resign their employment with BlackBerry.

Parker took the Position that BlackBerry Terminated Him

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

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

40. On or about February 7, 2017, Parker asked for clarification from Jessup as to whether the transfer of Silver Team Employees to Ford (the “Transaction”) constituted a sale of business.
41. Jessup did not respond to Parker in writing.
42. She did however meet with Parker and another employee the next day, and confirmed that neither BlackBerry nor Ford were treating the Transaction as a sale of business and, as such, the employees’ years of service with BlackBerry would not transfer to Ford.
43. Parker also reached out to a Ford HR representative on or about February 8, 2017. This representative also confirmed that Ford was not treating the Transaction as a sale of business.
44. On or about February 9, 2017, Parker sent an email to Jessup summarizing his conversation with her. He asked her to confirm that neither Ford nor BlackBerry were treating the Transaction as a sale of business.
45. Jessup did not reply to this message.
46. Instead, on or about February 10, 2017, Vann Vogel, a BlackBerry lawyer and Senior Director of Compliance and Employment Law (“Vogel”), responded. Vogel confirmed that Parker’s employment was not being transferred to Ford, that his relationship with Ford was a new relationship, and that the decision to accept employment with Ford was his own (Parker’s).
47. Other employees had the same, or a similar, experience when they asked questions about whether the Transaction constituted a sale of business, and whether BlackBerry would pay out their entitlements on termination.

48. Other employees were not provided with a written response from BlackBerry; instead, BlackBerry insisted on engaging in telephone conversations, wherein they communicated the same information: this was not a termination of employment or a sale of business.

Parker could not Remain with or Return to BlackBerry

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

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

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

Q. Are comparable roles available?

A. We have already placed several employees in comparable roles (in the same job position) who have chosen to remain at BlackBerry. We will work with you to find a suitable and comparable role if you choose to stay and continue your employment at BlackBerry. In the event we cannot find a comparable role on another team and determine that we must

subsequently terminate your employment, you would then be eligible for separation pay per the terms of your employment agreement.

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

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

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

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

Parker and the other Plaintiffs' Damages

Damages for Wrongful Dismissal

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

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

Specifically:

- a. BlackBerry had a long history of layoffs, and made uncertain statements about whether the Plaintiffs would have positions with BlackBerry if they refused employment with Ford. This created an environment whereby the Plaintiffs did not know if they would have a position with BlackBerry if they refused employment with Ford;
- b. In or around the Fall of 2016, Chen announced that BlackBerry would be reducing its staff and moving its services to business partners, which the Plaintiffs understood to mean they would no longer have positions with BlackBerry;
- c. BlackBerry actively negotiated with Ford to have Ford take on the Plaintiffs because BlackBerry did not have positions for them;
- d. BlackBerry actively worked to facilitate the transfer of the Plaintiffs to Ford, and shared the Plaintiffs' personal and HR information, without asking for their permission;
- e. BlackBerry set a clear and unequivocal date of termination. Specifically, BlackBerry negotiated with Ford for the Plaintiffs' employment with BlackBerry to terminate on March 1, 2017, when the Plaintiffs would start with Ford;
- f. BlackBerry failed to provide any clear indication as to whether employees who refused employment from Ford would continue to hold positions with BlackBerry. Instead, it vaguely responded that there may be positions, but encouraged the Plaintiffs to accept employment with Ford;

- g. When Racz announced that Ford would be providing the entire Silver Team with offers of employment, he described it as “excellent news”, implying that had Ford not provided these offers, the Plaintiffs would have been laid off;
 - h. Only after the Plaintiffs accepted employment with Ford, BlackBerry notified the Plaintiffs that they were required to resign their employment with BlackBerry, that BlackBerry would not pay them any statutory or contractual entitlements, and that their service with BlackBerry would not transfer to Ford;
 - i. BlackBerry told the Plaintiffs that they were required to sign documents confirming “post-employment” obligations;
 - j. While some employees did sign the resignation letters that they were given, they did not do so voluntarily;
 - k. BlackBerry and Ford have both confirmed that the Transaction is not a Sale of Business and Ford will not honour the Plaintiffs’ years of service; and
 - l. Only after Parker started this action, BlackBerry reached out to him and other Plaintiffs with a suggestion that there might be opportunities with BlackBerry. These statements did not confirm that the Plaintiffs’ employment would continue because they were made after BlackBerry had already terminated the Silver Team Employees’ employment and were self-serving statements made in the face of litigation.
56. Parker and some of the other Plaintiffs have clauses in their employment contracts setting out a formula to determine their entitlements on termination (“Contractual Entitlements”). These Plaintiffs are entitled to these Contractual Entitlements as damages flowing from their wrongful termination.

57. Other Plaintiffs are entitled to common law reasonable notice periods. These Plaintiffs are entitled to damages determined at common law for their wrongful termination.
58. Further and in the alternative, all Plaintiffs are entitled to their minimum statutory entitlements on termination, including but not limited to termination, severance and vacation pay, in accordance with Ontario's *Employment Standards Act, 2000*, SO 2000, c 41 ("ESA") and other provincial and territorial employment standards legislation ("Statutory Entitlements"). All the Plaintiffs are entitled to these Statutory Entitlements as damages flowing from their wrongful termination.
59. The Plaintiffs have no duty to mitigate their Contractual Entitlements and/or Statutory Entitlements on termination.

Bad Faith Damages

60. BlackBerry owed the Plaintiffs a duty of good faith and fair dealing in the manner of their dismissal. The duty of good faith is characterized by candour, reasonableness, honesty and forthrightness. The parties reasonably expected that BlackBerry would act in good faith and not mislead the Plaintiffs in the manner of dismissal.
61. BlackBerry refused and/or failed to act in good faith in the manner of the Plaintiffs' dismissal and instead acted in bad faith by being untruthful, misleading and unduly insensitive.
62. The Plaintiffs state that BlackBerry's actions as set out above constitute a breach of its obligation of good faith and fair dealing in the manner of their dismissal. Specifically, BlackBerry:
- a. Structured the Transaction to circumvent paying the Plaintiffs' Statutory Entitlements;

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

Punitive Damages

63. BlackBerry's conduct was malicious, oppressive, heavy-handed, and extreme in nature.

This conduct is deserving of full condemnation and punishment. Specifically,

BlackBerry:

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

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

March 17, 2017

Nelligan O'Brien Payne LLP

Barristers & Solicitors

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Lawyers for the Plaintiff

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

Court File No. 17-71659

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at OTTAWA

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

NELLIGAN O'BRIEN PAYNE LLP
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Lawyers for the Plaintiff

Courthouse Box No. 285

AMENDED THIS 7 DAY / JOUR
MODIFIÉE DE June 20 18
PURSUANT TO RULE 26.02(1)
CONFORMÉMENT A LA REGLE
OR ORDER Justice Charbonneau
OU A L'ORDONNANCE
DATED THIS / FAIT CE 31st
DAY / JOUR OF / DE May 20 18
REGISTRAR, SUPERIOR COURT OF JUSTICE
GREFFIER, COUR SUPÉRIEURE DE JUSTICE

M. Maguin

Tab 6

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

AFFIDAVIT OF DAVID PARKER

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

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

The Cause of Action

Overview of Claim

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

Events Giving Rise to the Claim

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

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

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

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

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

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

Nature of the Claim

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

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

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

Identifiable Class of Two or More Persons

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

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

31. The proposed class of this class proceeding is:

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

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

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

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

Common Issues

1) Termination of employment

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

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

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

2) Notice period

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

- a. Some Class Employees, including myself, have a fixed formula setting out their entitlements on termination in their employment contracts. In these cases, the Class Employees will be entitled to the amount set out in their respective employment contracts. Class Employees with contractual notice periods allege that these contractual amounts are not subject to an employee's duty to mitigate his or her damages and, as such, are due despite the fact that they (including myself) have new employment with Ford;
 - b. Other Class Employees have contracts that limit them to provincial statutory minimums, or are silent on their termination entitlements, whereas some have no employment contract at all. In all of these cases, the Class Employees will be entitled to, at a minimum, provincial statutory amounts, which are payable on termination and not subject to a duty to mitigate; and
 - c. Class Employees that are potentially entitled to a common law notice period are still theoretically entitled to compensation for lost remuneration during that common law notice period. However, the value of their claim will be reduced by their mitigation earnings with Ford. As such, unless they stop earning income from Ford within their common law notice period, these Class Employees will also only be entitled to their provincial statutory minimums.
38. Although the salaries and length of service of individual Class Employees will vary, the situation leading to the loss of salary and the principles upon which damages for loss of salary should be calculated are common for all Class Employees.
39. As such, fundamental issues common to all Class Employees are:
- a. What is the notice period for those Class Employees whose employment contracts include a formula setting out their entitlements on termination?
 - b. Are the payments required by those contracts reduced in any way by earnings from Ford?

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

3) *Lost insurance benefits*

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

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

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

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

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

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

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

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

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

6) *Other benefits or compensation*

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

48. If they do, which is information BlackBerry should have readily available, a fundamental issue common to a portion of the Class Employees is:
- a. Are the Class Employees entitled to damages for the loss of any other employment benefits or compensation?

7) *Punitive and/or aggravated damages*

49. BlackBerry's actions were designed to avoid paying out a large group of its long-service employees any statutory and/or other notice and severance entitlements.
50. Moreover, BlackBerry put Class Employees in an untenable position, where we felt we had to either accept employment with Ford or face unemployment.
51. I understand that the failure to pay statutory minimums on termination may be an independent actionable wrong, entitling employees to seek punitive damages.
52. BlackBerry's conduct was directed towards all Class Employees and raises the following common issues:
- a. Are the Class Employees entitled to aggravated and/or punitive damages?
 - b. If so, what is the quantum of these damages?

Class Proceedings is the Preferred Procedure

53. A class proceeding is the preferred procedure for resolving the common issues in this matter for a number of reasons.
54. A class proceeding would promote the interests of judicial economy by saving the Court both time and money in hearing the common issues once instead of numerous times.

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

The Representative Plaintiff

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

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

Litigation Plan

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

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

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

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

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

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

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

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

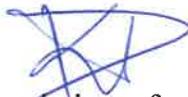
73. Alternatively, following the resolution of the common issues at trial, assessment for individuals would take place. There would be three issues in the individual assessments:

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

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

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

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



A Commissioner for Taking Affidavits

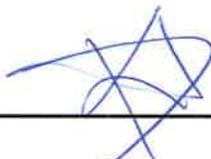
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DAVID PARKER

Tab A

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

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

A Commissioner for Taking Affidavits, etc.

Court File No. 17- 71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant



Proceeding Under the *Class Proceedings Act, 1992*

NOTICE OF ACTION

TO THE DEFENDANT

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

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

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

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

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

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

Date: February 15, 2017

Issued by


Registrar

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

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

Claim

1. The Plaintiff claims:

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

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

6. BlackBerry has stated that it will not pay the BlackBerry Employees any of their entitlements on termination.

7. BlackBerry has breached its duties of good faith, honesty and to not knowingly mislead the BlackBerry Employees. It has structured the Transaction to circumvent paying the Blackberry Employees' statutory entitlements.

Date of issue: February 15, 2017

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Lawyers for the Plaintiff

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

Court File No. 17- 71659

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at OTTAWA

NOTICE OF ACTION

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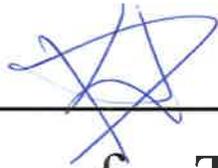
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Lawyers for the Plaintiff

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Tab B

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

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

A Commissioner for Taking Affidavits, etc.

Court File No. 17-71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the Class Proceedings Act, 1992

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

1. The Plaintiff claims:

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

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

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

Background

The Parties

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

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

BlackBerry

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

BlackBerry's Change in Strategy

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

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

The BlackBerry/Ford Partnership

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

BlackBerry and Ford Negotiated the Transfer of the Silver Team Employees

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

Ford Announced that Silver Team Employees would Transfer to Ford

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

Parker Requested Information about the Transfer

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

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

The Chen Email

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

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

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

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

Ford made Offers of Employment

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

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

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

BlackBerry Requested Resignations

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

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

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

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

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

Parker took the Position that BlackBerry Terminated Him

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

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

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

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

Parker could not Remain with or Return to BlackBerry

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

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

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

Q. Are comparable roles available?

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

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

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

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

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

Parker and the other Plaintiffs' Damages

Damages for Wrongful Dismissal

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

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

Specifically:

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

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

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

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

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

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

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

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

Bad Faith Damages

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

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

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

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

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

Punitive Damages

63. BlackBerry's conduct was malicious, oppressive, heavy-handed, and extreme in nature.

This conduct is deserving of full condemnation and punishment. Specifically,

BlackBerry:

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

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

March 17, 2017

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Lawyers for the Plaintiff

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

Court File No. 17-71659

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at OTTAWA

STATEMENT OF CLAIM

(Notice of Action issued February 15, 2017)

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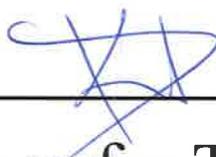
Lawyers for the Plaintiff

MAR 17 2017

Courthouse Box No. 285

Tab C

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

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

A Commissioner for Taking Affidavits, etc.

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BlackBerry to stop making its smartphones in major strategic shift

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



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

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

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

reputation as a global technology leader.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Read more about: Blackberry

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

ALEKSANDRA SAGAN, THE CANADIAN PRESS

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



(Postmedia Network files)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1997: RIM goes public on the Toronto Stock Exchange.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

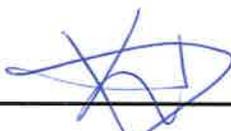
April 2016: Chen admits the company is not selling enough smartphones but says he remains optimistic about its future in the hardware market. "Hopefully, I'm not naive," Chen says. He says BlackBerry hopes to break even with its smartphones by September, but adds if the losses continue, he will consider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

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

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

Tab D

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

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

A Commissioner for Taking Affidavits, etc.

THE GLOBE AND MAIL

BlackBerry seals software deal with Ford

Shane Dingman

The Globe and Mail

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Three ways BlackBerry can make it as a software company (The Globe and Mail)

- BB-TBlackBerry Ltd
Latest Price \$14.93
-0.07
(-0.47%)
- BBRY-QBlackBerry Ltd
Latest Price \$11.05
-0.11
(-0.94%)
- F-NFord Motor Co
Latest Price \$11.06
-0.07
(-0.58%)
- Updated June 7 1:14 PM EDT. Delayed by at least 15 minutes.

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BlackBerry signs agreement with Ford to install QNX in more vehicles

BY VITO PILIECI

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



Ford SYNC. (QNX Software Systems/Flickr)

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

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

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

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

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

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

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

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

QNX

10.31.16 / Inside Blackberry Blog
4 Comments

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

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

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

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

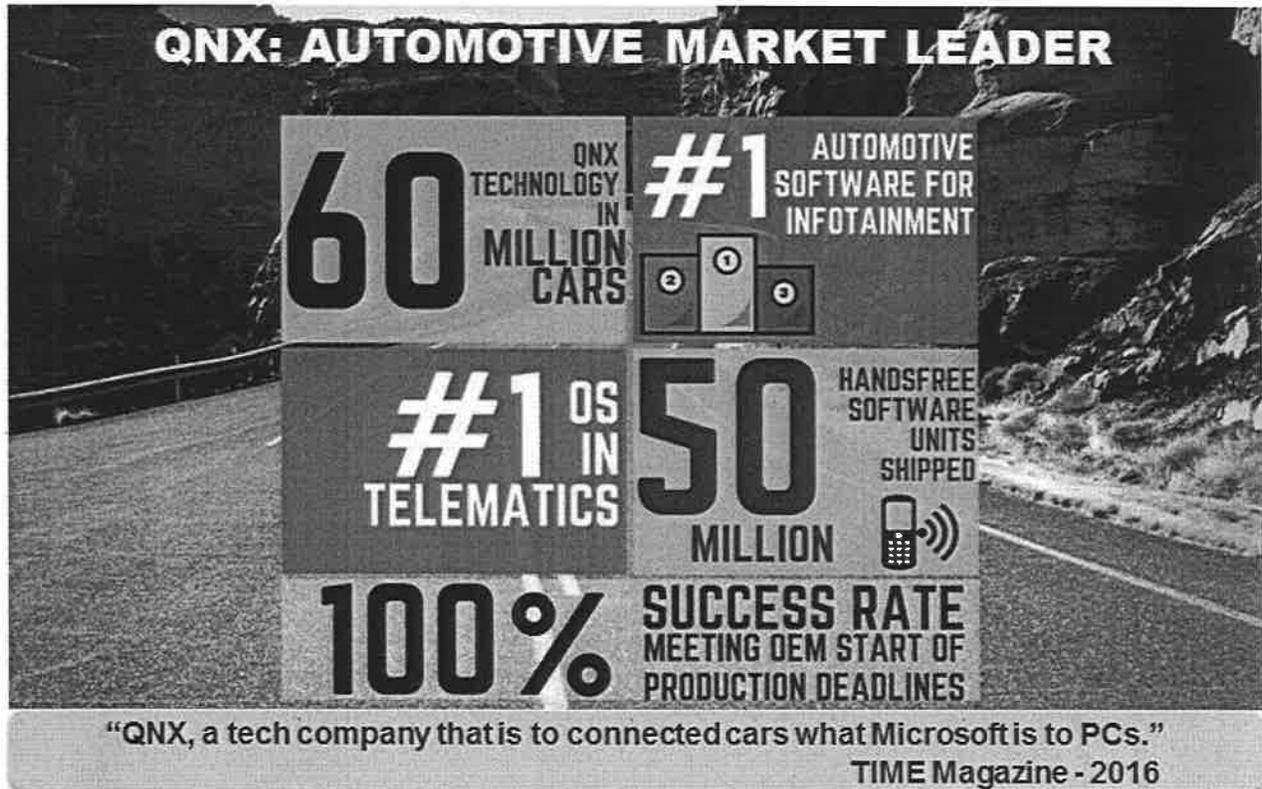


"The future of the automobile is all about embedded intelligence. I believe our expertise in secure embedded software makes us the preferred technology provider to put the smart in the car," said John Chen, BlackBerry executive chairman and CEO.

BlackBerry is Powering the Cars of the Future

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

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



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

BlackBerry is Putting the Smart in the Car

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

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

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

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

Media Praises Agreement

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

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

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

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

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

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

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

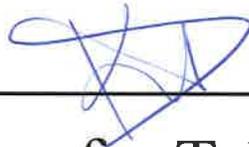
"The deal will create a direct link between the two companies and shorten the turnaround time for new software developments." – ZDNet, *BlackBerry Inks Deal with Ford to Expand Usage of QNX Platform*

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

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

Tab E

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



A Commissioner for Taking Affidavits, etc.

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

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

Dear Colleagues,

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

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

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

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

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

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

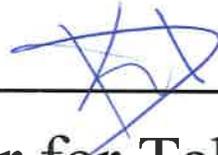
I am very grateful for all of the hard work, commitment and contributions that you have given to BlackBerry. I wish everyone the best for the future, whether that is at BlackBerry, Ford, TCL or elsewhere.

Sincerely,

John Chen

Tab F

THIS IS **EXHIBIT “F”** TO THE
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JUNE, 2017.

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

A Commissioner for Taking Affidavits, etc.

From: zracz@blackberry.com
Sent: January 16, 2017 10:32 AM
To:
Subject: Ford offers - in progress, please ensure you are able to receive it in person

Sent as BCC to the entire Silver team.

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

Folks,
Ford's offers to the Silver employees started last week. This week they continue during this week and by Friday Jan 20th , from what I have been informed, everyone that is part of Silver will get an offer. This is excellent news.
At each site there are people coordinating the offers schedule. Look for a calendar invite and/or email that will ask you to join the meeting.

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

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

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

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

115

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

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

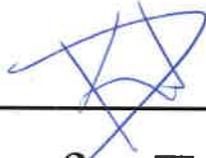
- Offer package details: Ford HR
- Technical (role, responsibility), concerns, more information on projects: myself or any of the senior leaders on Silver (Khaled, Leonard, Vilok, Cristian, Daryl, etc).
- BlackBerry related questions (VIP, pay, vacation, etc.): BlackBerry HR. There will be HRBP reps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

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

Best regards,
Zoltan

Tab G

THIS IS EXHIBIT "G" TO THE
AFFIDAVIT OF DAVID PARKER,
SWORN BEFORE ME THIS 9TH DAY OF
JUNE, 2017.

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

A Commissioner for Taking Affidavits, etc.

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

David

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

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

Ralph

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

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

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

Sent from my BlackBerry - the most secure mobile device

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

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

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

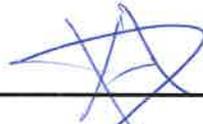
Hi Ralph,

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

Thanks
David

Tab H

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



A Commissioner for Taking Affidavits, etc.

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

Hello David,

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

Thanks,

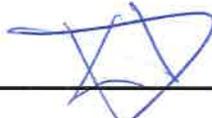
Amber Jessup
HR Business Partner Manager
Office: +1 (519) 888-7465 x 13055
BlackBerry: 613-291-8217
ajessup@blackberry.com

 **BlackBerry. Secured. Protected. Connected.**

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 I

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



A Commissioner for Taking Affidavits, etc.

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

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

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

Kind Regards,

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

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

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

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

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

David,

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

Thank you,

Alex

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

Hi Alex,

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

Thanks

David

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

Greetings,

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

Q. Am I being transferred to Ford?

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

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

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

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

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

Q. Are comparable roles available?

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

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

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

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

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

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

Alex

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

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

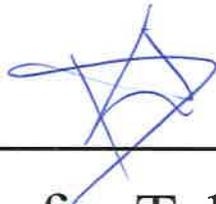
This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and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

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

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

Tab J

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

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

A Commissioner for Taking Affidavits, etc.

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

Folks,

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

Best regards,
Zoltan

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

Bcced to all Silver Ottawa team,

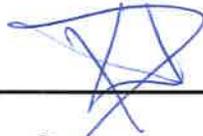
I got a number of questions on the "next steps" and decided to send everyone on Silver in Ottawa a message. In terms of next step on offers, this is what the expectation from Ford is:

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

Best regards,
Zoltan

Tab K

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

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

A Commissioner for Taking Affidavits, etc.

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

Good Morning

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

This email will cover the process for:

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

Written confirmation of resignation

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

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

Post-employment obligations

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

Your Equipment: IT and device collection process

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

Primary BlackBerry device and phone number

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

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

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

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

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

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

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

Expenses

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

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

Thank you,

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

 **BlackBerry. Secured. Protected. Connected.**

Date: _____ 2017

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

Dear BlackBerry,

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

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

Employee Name (print): _____

Signature: _____

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

Personal Email: _____

Home Address: _____

Home Phone: _____

Post-employment obligations

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

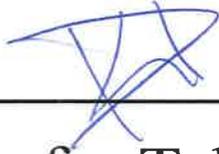
To confirm your understanding, please print this document, sign below, and return with your resignation letter.

Employee Name (print): _____

Signature: _____

Tab L

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

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

A Commissioner for Taking Affidavits, etc.

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

Greetings,

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

Q. Am I being transferred to Ford?

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

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

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

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

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

Q. Are comparable roles available?

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

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

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

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

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

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

Alex

Tab M

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

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

A Commissioner for Taking Affidavits, etc.



Ford Motor Company of Canada, Limited
Ford du Canada Limitée

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

January 18, 2017

David Parker
4000 Innovation Drive
Kanata, ON K2K 3K1

Dear David,

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

Base Salary: Upon hire your base salary will be [REDACTED]

Signing Bonus¹: [REDACTED]

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

Annual Incentive Compensation Plan (bonus)²: You will be eligible to participate in the Company's Annual Incentive Compensation Plan (AICP) with a pro-rated bonus for service in 2017 provided you have commenced your employment with Ford of Canada before December 31, 2017. In April of each performance year, employees are notified of their AICP target; the present target for Canadian LL6 employees is [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.

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

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

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

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

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

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

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

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

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

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

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

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

Yours very truly,
Ford Motor Company of Canada, Limited



Steven Majer
Vice President, Human Resources

Attachment

Accept:



Date:

Jan 27 2017

*Ford Motor Company
of Canada, Limited*

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

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

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

*Ford Motor Company
of Canada, Limited*

- 8. These conditions of employment are subject to such modification as may be necessary to comply with government employment legislation applicable to the Company and that may be in effect from time to time. I acknowledge that the terms contained herein and in the attached Confidential Information and Inventions Assignment Agreement Addendum are the entire terms of my employment and any purported arrangements, agreements or understandings shall not be valid unless signed by me and the Human Resources Representative of the Company.

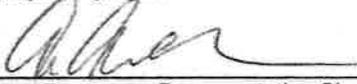
- 9. I agree to pay the Company upon demand the value of any overpayments, travel advances, non-payment of expenses incurred on Company credit cards, or the cost of any equipment received by me in its employ which is lost or damaged or which I fail to return in good condition (except for ordinary wear and tear in the course of business). I waive any responsibility on the part of the Company for loss or damage to personal equipment.



Employee Signature

Jun 23 2017

Date



Human Resources Representative Signature

Jun 27 2017

Date

Global Personal Identifier Data Collection and Use Statement

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

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

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

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

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

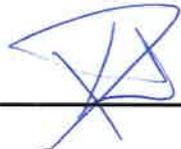
I have read and understand this statement.



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

Tab N

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

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

A Commissioner for Taking Affidavits, etc.



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

February 15, 2017

VIA EMAIL: john.chen@blackberry.com

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

Dear Mr. Chen:

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

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

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

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

Please direct any communication in this matter to our offices.

Yours Truly,

Janice B. Payne
:lrn
Enc.



Tab 7

Court File No. 17-71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**AFFIDAVIT OF REBECCA GRAHAM
(sworn October 2, 2017)**

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I, Rebecca Graham, of the City of Waterloo, in the Province of Ontario, MAKE OATH AND SAY:

1. I am Director, Global Talent Development and Human Resources Business Partner (“HRBP”) at BlackBerry, the defendant in this action. I have held this position since March 2017. Before that, I was Director and HRBP at BlackBerry. I led the BlackBerry Human Resources team that worked with BlackBerry’s Mobility Solutions business unit during the December 2016 to February 2017 period when Ford made offers of employment to various Mobility Solutions employees. I have worked in Human Resources at BlackBerry since 2014, and in human resources roles at other companies since 2007. As such, I have knowledge of the matters contained in this affidavit.
2. I swear this affidavit based on my own personal knowledge and involvement in the events at issue, except for certain matters for which I rely on other sources, as specified. Where my knowledge is based on information from others, I believe it to be true. In some sections below I refer to various email communications involving employees, including some email exchanges between proposed individual class member employees and others within BlackBerry, and between them and Ford representatives. Those emails have been located as a result of preliminary document searches done during, and for purposes of, this litigation. They are email communications in which employees were using their BlackBerry email addresses. I have reviewed the emails referred to below and attached as exhibits. BlackBerry only has access to emails using BlackBerry email addresses. BlackBerry is not aware of the communications that employees may have been having using their own email addresses (so we are not at this point aware of the full extent of communications that individual employees may have been having regarding their employment situation and Ford offers of employment).
3. I swear this affidavit in response to certain information contained in the affidavit of David Parker, sworn June 9, 2017 (“Parker Affidavit”). In his affidavit, Mr. Parker makes a number of broad sweeping assertions about the process through which Ford made offers of employment to BlackBerry employees and about what other employees (in general) believed or understood during that process. I disagree with a number of his broad assertions, based on my involvement during the process and various individual discussions I had with employees, as well

as those communicated to me through their managers and other BlackBerry Human Resources personnel. I understand that certain other Human Resources personnel and managers who were involved in the process are providing affidavits as well.

4. In the sections below, I provide evidence on the various types of Mobility Solutions employees who fall within the proposed class and the process that led to employees making their own decisions as to whether to accept or decline their individual offers of employment from Ford. I address:

- (a) ***Mobility Solutions and its employees:*** By way of context, I briefly discuss the Mobility Solutions business unit and the shift in its focus, and the agreement between BlackBerry and Ford by which BlackBerry agreed to provide engineering services to Ford (known as “Project Silver”).
- (b) ***Scope of the proposed class definition and variations within the proposed class:*** I discuss the size of the proposed class, and differences among the types of employees in the proposed class, including employees in software versus hardware roles, varying levels of seniority, and different forms of employment contracts.
- (c) ***Project Silver and the Ford offers:*** I discuss BlackBerry communications to employees during Project Silver, and the individualized nature of the process in which employees received and considered job offers from Ford, including extensive individual discussions and email exchanges involving employees and their managers, BlackBerry human resources personnel, and also representatives from Ford.
- (d) ***Employees who chose to decline Ford offers:*** I discuss the various employees who, after their deliberations, chose to decline their offers from Ford and therefore remained BlackBerry employees and were redeployed within BlackBerry. I also discuss BlackBerry’s continuing need for additional employees in Mobility Solutions.
- (e) ***Proposed class members’ disagreement with this action:*** When this action was commenced, various employees voiced their disagreement with the action, as I

believe they did appear not to agree with the basis for it or felt that their circumstances were different.

- (f) ***David Parker's individual circumstances:*** I discuss individual circumstances relating to the proposed representative plaintiff, David Parker.

A. Mobility Solutions

5. BlackBerry's business is divided into three principal business units, each with a different business focus: Mobility Solutions, Technology Solutions, and Software and Services.

Mobility Solutions

6. Mobility Solutions is BlackBerry's business unit relating, generally speaking, to the development and licensing of BlackBerry's software for mobile devices. Prior to 2016, this business unit focused on the design, manufacture and distribution of mobile devices, and the collection of system access fees paid by BlackBerry customers. By 2016, BlackBerry made a decision to shift the focus of the Mobility Solutions unit. The decision was made to begin transitioning this unit towards more of a focus on the development of secure device software and licensing (for which BlackBerry is a market leader), and to no longer design and manufacture hardware (which function would be outsourced to business partners).

7. Mobility Solutions has remained active in developing, testing and updating BlackBerry's software as far as I am aware, and maintained relationships with various licensees.

8. Given the above decision to shift the focus of the Mobility Solutions business unit, BlackBerry anticipated the need to realign the Mobility Solutions workforce, both within Mobility Solutions and in other business units. If it turned out BlackBerry had to lay-off certain employees at any point, any such employees would of course receive their termination pay entitlement if and when terminated. This shift in business direction (and potential implications for employees) had been widely known for a period of time prior to the events at issue here involving Ford, as indicated by press reports attached to the Parker Affidavit.

The “Project Silver” engineering services for Ford

9. In the fall of 2016, BlackBerry entered into “Project Silver” with the Ford Motor Company of Canada in which BlackBerry agreed to provide engineering services related to software systems and technologies for use in Ford cars (including both the entertainment and communications systems in cars). As indicated in media coverage at the time, Ford is taking “a leadership role in innovating connected vehicles and mobility”. There is more and more of a focus on “connected” cars (i.e. cars that essentially are computer systems that link internal vehicle systems and external systems that collect and analyze data generated by the vehicle, which connect to and inform various operating systems within the vehicle). Ford’s 2016 Annual Report also states that the company aims to have a fully autonomous vehicle (colloquially referred to as “self-driving cars”) in commercial operation in 2021, and has committed to devote the resources to achieving that goal over the next five years. Ford is the fifth-largest automotive manufacturer in the world, and the second-largest in North America. Excerpts from its 2016 Annual Report is attached as **Exhibit “A”**.

10. Connected cars and autonomous vehicles represent an emerging and growing area of high-technology research and development that has attracted significant attention and excitement in recent years, as well as competition among leading car manufacturers, such as Ford, on the one hand, and other high-technology companies on the other. For example, Google’s parent company is also investing heavily in autonomous vehicle research and development.

11. In addition to securing engineering services and software from BlackBerry, I understand Ford was also looking to in-source various engineering services work going forward. As described below, BlackBerry subsequently permitted Ford to make offers of employment at BlackBerry’s offices, to employees working on the engineering services team, if Ford chose to do so in its discretion.

B. Scope of the proposed class definition and individual circumstances of their employment with BlackBerry

12. The plaintiff proposes the following class definition:

All persons in Canada who were employees and/or dependent contractors of BlackBerry Limited (“BlackBerry”), who worked for BlackBerry in Canada, and who were offered and accepted

employment with Ford Motor Company of Canada (“Ford”) between September 1, 2016 and April 30, 2017.¹

13. BlackBerry estimates that 299 individuals fit this definition. Those employees had been in BlackBerry’s Mobility Solutions business unit. As discussed in more detail further below, the only commonality among the 299 employees that meet the definition of the proposed class was the acceptance of employment offers from Ford. The individual circumstances of each of the 299 employees at issue impacted their individual consideration of their offer from Ford, their evaluation of their future with BlackBerry, and ultimately the weighing of the costs and benefits of leaving BlackBerry.

14. The employees’ individual employment circumstances within the proposed class varied considerably in many respects, including:

- (a) ***Length of tenure:*** Members of the proposed class vary in length of tenure at BlackBerry from slightly less than one month (having started at BlackBerry on February, 2017) to 19 years.
- (b) ***Level of employment:*** Members of the proposed class included individual engineers working as part of a team, managers managing teams of 15 or 30, and managers overseeing entire projects comprising several hundred employees.
- (c) ***Job function and role:*** Members of the proposed class performed a variety of job functions. The majority of employees worked in software-related roles, including software development, as well as project management related roles. A small minority of employees worked in hardware roles. Within those overarching groups, employee roles varied further and included product development, testing, and management. Members of the proposed class include software engineers, software test personnel, hardware designers, managers overseeing these teams, and even a camera developer who never worked on connected car technology or Project Silver at BlackBerry (discussed below), among others.
- (d) ***Different teams and office locations:*** Members of the proposed class worked on different teams of varying sizes at different BlackBerry offices in Canada, with

¹ Parker Affidavit, para. 31.

different individual managers overseeing their work. Some members of the proposed class worked on teams in which all members of the team, including the manager, were given offers from Ford as well. Others worked on teams in which not all employees, or their manager, received offers from Ford.

- (e) ***Different employment contracts with differing termination provisions:*** Members of the proposed class had individual employment contracts with BlackBerry that varied in several respects, including in their termination provisions and some proposed class members' employment contracts contain no termination provision at all. There are multiple versions of termination provisions amongst the proposed class members' employment contract. The majority of proposed class members' employment contracts are governed by Ontario law. Some are governed by Nova Scotia law.

C. Project Silver and the Ford employment offers

15. In making assertions in the Parker Affidavit about what employees understood or felt, Mr. Parker seeks to highlight a small number of common communications made by BlackBerry to most (but not all) proposed class member employees between December 2016 and February 2017 during which Ford made employment offers to employees. However, for the most part, the process through which employees received offers of employment from Ford, and then considered whether to accept their offer, was an individual one, involving extensive individual communications with employees.

16. During that time period, as far as I am aware – both before employment offers were made and at the time and immediately following when they were made – I believe that most employees had individual discussions and/or email exchanges with representatives from BlackBerry Human Resources, their BlackBerry manager, and/or among themselves in respect of their own employment situation, their offer from Ford, their options, and their decision making process. I also believe that all Project Silver employees who received offers of employment from Ford had individual discussions with Ford representatives. I am aware of this based on individual discussions I had with various employees during the process and also based on information I had received from the other Human Resources personnel that were involved (Amber Jessup, Jennifer

Mascarin and Lisa Carswell) as well as from various managers who had discussions with employees, and from my review of emails.

17. Throughout the process, individual employees asked various types of specific questions pertaining to their particular employment situation and options, and their own offer of employment. The nature of these discussions and email exchanges with individual employees, and the specific questions posed by employees, of course differed from employee to employee. There were discussions with individual employees on a variety of topics, including questions from various individual employees on things such as: vacation pay or other pay entitlements if the employee accepted a Ford job offer; the terms of their particular job offer (such questions had to be directed to Ford representatives, since BlackBerry did not know the terms of the offers); their options within BlackBerry if they chose to decline the Ford offer; whether accepting a Ford offer would mean they were resigning from BlackBerry, and whether they would be entitled to any severance or other pay from BlackBerry; and on a number of other points.

18. Based on the discussions I had with individual employees and my information from other Human Resources personnel and managers who each spoke with various individual employees, it seemed obvious that the employees were having these discussions and email exchanges for purposes of their considering their own employment situation and ultimately deciding whether or not to accept the Ford job offer and leave the employ of BlackBerry. I believe these individual discussions informed each employee's understanding of his/her own situation, including the implications of accepting the job offer from Ford, and what their status and options would be if they chose to decline the offer. It was apparent that different employees had different considerations and factors that were affecting their decision as to whether to accept or decline their offer, and different employees made the decision to accept the Ford offer for different reasons.

19. In respect of individual employees who asked me what would occur if they declined their Ford offer, I recall telling them that they would remain BlackBerry employees and we would look to redeploy them in a comparable role. If an individual asked me what would occur if they could not be redeployed, I told them that in the event it turned out their position was redundant and BlackBerry subsequently needed to lay them off (which we would do everything we could to

avoid), in that case they would receive their termination pay entitlements. An employee's chances of being successfully redeployed would be affected by their particular role and skillset, the types of positions we needed to fill, and by how many employees decided to turn down the Ford offers.

20. In the Parker Affidavit, Mr. Parker seems to be asserting that he and the other employees who received offers of employment from Ford felt that they had no choice other than to accept the offer from Ford, and that if they did not do so, their careers at BlackBerry were likely over. I disagree with his assertions regarding other employees based on the discussions I had with individual employees, and the discussions I understand managers and fellow HRBPs at BlackBerry had with various employees, as described and illustrated below.

21. Below I describe the chronology of events from the time employees learned that they may receive offers from Ford, in December 2016, to their departure from BlackBerry at the end of February 2017.

December 8 and 9 Meetings

22. On December 8, 2016, Ralph Pini, then Chief Operating Officer of BlackBerry and General Manager of Mobility Solutions and others led a "town hall" meeting with Mobility Solutions employees. I attended this meeting. At this meeting, Mr. Pini discussed the future direction of Mobility Solutions. He described in general the ongoing shift in focus towards software licensing. Part of his presentation included discussion of the Project Silver engineering services for Ford.

23. The following day, on December 9, representatives of Ford jointly held another "town hall" meeting with BlackBerry for Project Silver employees. I attended this meeting. During this meeting, representatives of Ford provided the employees with more details on the nature of the connected vehicle and autonomous vehicle project. Employees were told that Ford intended to also make employment offers to many employees in January, and so many would have the opportunity to go to Ford. I specifically recall the words "offers" and "opportunity" being used. The Ford representatives at the meeting provided some high level information about Ford as a company and benefits of working at Ford.

24. After that meeting on the morning of December 9, Ford arranged for meeting rooms in BlackBerry's offices to give Project Silver employees an opportunity to drop by and ask Ford representatives any questions that they may have had at that point.

25. From what I observed, at the end of this December 9 meeting, employees' reactions seemed generally positive. Overall, employees seemed excited to work on this new technology, and Ford is an established and stable leader in the automotive sector.

Period of individual discussions and questions following the December meeting

26. In the weeks after the December 9 meeting, many employees followed up individually by asking questions about their employment situation and the potential Ford job offers.

27. As far as I recall, I personally had conversations with approximately 10 employees following the December 9 meeting. I am also informed by my discussions with colleagues in BlackBerry Human Resources, Amber Jessup, Lisa Carswell and Jennifer Mascarin, HRBPs supporting Mobility Solutions in Mississauga, Ottawa and Waterloo, as well as with Zoltan Racz (Vice-President, Software Platform Technologies) and other Project Silver managers, such as Dominic Peluso (Director, Cellular Radio Systems Integration & Data Services) and Colin Ho (Senior Manager, Input & Localization Services), that they all had a significant number of other individual discussions with Project Silver employees regarding the Ford opportunity during this period. Employees sought to speak with me, others at BlackBerry Human Resources, and their managers in person, by phone, and email.

28. During that period, I am informed that employees asked questions in individual discussions and email exchanges addressing a wide range of topics. In a number of cases, the answers would be different depending on the particular employee's circumstances. The topics on which employees asked questions included vacation entitlement, possibility of receiving a payout for remaining vacation at BlackBerry, transition of benefits to Ford, logistics regarding maternity leave if they accept an offer from Ford, whether employees would receive their variable incentive pay for 2017, how salary, job title and job level would be determined, whether they would still receive performance reviews for the year, and further details on the nature of the work. I am informed that some employees sought to clarify that the Ford opportunity would be an offer of employment, not a mandatory transfer.

29. Based on my individual conversations with employees, and my conversations with other HRBPs supporting Project Silver employees, and managers of Project Silver employees, it was clear that individual employees were engaging in these discussions in order to address their own questions and potential concerns related to the Ford opportunity, for the purpose of evaluating their own employment situation and options (including their continuing options at BlackBerry).

30. Some employees asked whether the Ford offer could be turned down. Those particular employees were told they they could decline Ford's offer and seek to be placed on another project/team at BlackBerry. Konrad Hammel (Manager, WLAN Software Development) is one example of such an employee, who sought clarification from Amber Jessup regarding the optional nature of the Ford offer. Ms. Jessup told him the following in email attached as **Exhibit "B"**:

If an employee declines the offer, BlackBerry will assess internal redeployment opportunities within Mobility Solutions or other areas of BlackBerry, where possible.

31. Emails I have reviewed also show that certain other employees sought to better understand their potential fit at Ford, and had discussions with representatives at Ford for that purpose. For example, Dev Jugdeo (a Senior Product Manager) emailed Ford representatives on his own and his colleagues' behalf to assist Ford in better understanding the role of a Product Manager at BlackBerry and how it may fit Ford's needs. He mentioned that employees at Ford had reached out to him and his colleagues to schedule meetings "to interview us to potentially be part of their group." That email is attached as **Exhibit "C"**.

Core group of 15 managers received offers earlier than other employees

32. I was informed by human resources personnel and leaders from Ford that on or about December 8, Ford representatives would have meetings with approximately 15 Project Silver managers to present them with their offers of employment. These offers were given more than a month before any other Project Silver employees were given employment offers.

33. I was further informed that each of these early employment offers were to be presented in an individual meeting at which each employee had the opportunity to ask questions of, and discuss their employment offers with, the representatives from Ford. I was also aware that the

representatives from Ford then took this group of managers to dinner, where they had further opportunities to discuss the offers and raise any questions or concerns with representatives of Ford.

34. As a result of email searches done during this litigation, I have now reviewed various subsequent email exchanges between the managers referred to below (using their BlackBerry email addresses) and Ford in respect of these offers, which took place over their BlackBerry email accounts. It appears these employment offers were open for acceptance until December 15. In emails attached at **Exhibits “D” to “F”**, a number of these managers appeared to be excited about the opportunity and pleased with their offers:

I am very excited to join Ford... and work on what I believe are unique opportunity projects in this very dynamic automotive space. I feel confident, based on the information we have so far and how things are shaping up, that I can help this Silver team deliver as per your expectations.²

I was one of a few lucky BlackBerry employees to receive an offer from Ford last week when Chuck Manostra (sic) and Chuck Gray visited our site...³

Our conversation reinforced my enthusiasm to join the Ford team and make SYNC4 and FNV2 both a technical and market success.⁴

35. I am also aware from emails I have now seen and also based on discussions I had with some of the managers at the time, that it appears many of these managers negotiated their offers with Ford in some form. Those emails suggest that certain managers specifically understood, before accepting the Ford offer, that they would be accepting new employment and would not be transferring their BlackBerry salary, benefits, job titles, or tenure, and voluntarily accepted their offers with this knowledge. I refer to some examples of emails involving managers below.

36. ***Vilok Kusumakar***: Vilok Kusumakar was Director, Software Applications & Framework. In emails, he asked representatives from Ford several questions about his job position and accountability level, what various salary ranges are for management positions, the nature of the termination clause, and how performance reviews work at Ford. Specifically

² Exhibit “D”.

³ Exhibit “E”.

⁴ Exhibit “F”.

regarding severance, Mr. Kusumakar asked in an email, “Why does Ford not match the severance calculation [from BlackBerry]? 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 a bad case scenario.”

37. As a result of these questions and concerns raised by Mr. Kusumakar, it appears from the emails that Ford provided a revised offer letter, which Mr. Kusumakar subsequently accepted, stating, “Thank you for the updated offer. I accept the offer. Please see signed agreement attached. I am excited and motivated to join Ford and contribute to Ford’s success.” These emails are attached as **Exhibits “G” and “H”**.

38. **Daryl Martin:** Daryl Martin (Manager, Location and Telemetry Technologies) had similar individual email discussions and negotiations about his offer. He was given an offer from Ford on December 8. Mr. Martin followed up with representatives from Ford, asking many questions by email on topics such as benefits at Ford, potential career trajectory, the relative seniority of his position, and opportunities for promotion. Representatives from Ford answered questions, and had further discussions with Mr. Martin to help him evaluate the offer. On the topic of severance, a Ford representative told Mr. Martin, “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.” Further negotiations appear to have led to a revised offer.

39. In emails Mr. Martin reflected the importance of these individual conversations in his ultimate choice to accept the offer from Ford: “The conversation with Chuck [a senior representative of Ford] was very helpful and pushed me over the edge, so I will be accepting the offer.” In another email, Mr. Martin stated: “The offer that Chuck made was better than I expected and your advice helped seal the deal. Looking back, I’m a little surprised how fixated I was on severance and job security.” These emails are attached as **Exhibits “I” to “J”**.

40. **Rob Maurice:** Emails show that Rob Maurice (Senior Manager, Bluetooth, NFC and USB) also sought further information from Ford, and negotiated his December 8 offer of employment. In an email attached as **Exhibit “K”**, Mr. Maurice indicates that he was aware that, by accepting Ford’s offer, he would be foregoing his severance entitlement under his BlackBerry employment contract:

I only assume no seniority carries over from BlackBerry... 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).

41. A Ford representative confirmed that understanding: “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.” Mr. Maurice subsequently accepted the employment offer from Ford.

January 6 email from John Chen

42. One of the communications highlighted in the Parker Affidavit is a January 6, 2017 email from John Chen, Chief Executive Officer of BlackBerry, to all Mobility Solutions employees (not just the proposed class).⁵ In that email Mr. Chen was providing some additional information and context about the shift in focus of the Mobility Solutions business unit. As part of that email, Mr. Chen discussed opportunities for employees at Ford. He referred to the Ford opportunity as an alternative option for employees, stating, “I am pleased that we were able to secure an alternative employment option for most of the impacted team.” He further stated: “For those in-scope employees who are not extended employment offers or decline a role at Ford... your manager and HRBP will evaluate internal opportunities to redeploy you within BlackBerry as much as possible.”

Individual discussions following John Chen’s email

43. Following Mr. Chen’s January 6 email, there were further individual discussions among employees and between employees and BlackBerry Human Resources personnel and employees’ managers regarding employees’ individual circumstances, the Ford opportunity, and their options if they were to remain at BlackBerry. I am informed by the other Human Resources personnel that these discussions were occurring. Various employee emails I have reviewed during this

⁵ Parker Affidavit Exhibit “E”.

litigation show that many individual email exchanges were occurring with employees as well. Below, by way of example, I refer to some of these exchanges.

44. Some employee emails confirm that those employees understood Mr. Chen's message to indicate that the Ford offers would be optional and that employees could turn down the offer from Ford and seek to be placed on another project/team in a continuing role at BlackBerry. There were going to be many roles on other projects/teams to be filled. For example, Joey Benedek (Senior Director, Product & UX) emailed Martin Cietwierkowski (a Senior Applications Software Developer), stating, "Nothing is a guarantee, but I do believe the intention is to help people find opportunity in the building if they decline. My recommendation? Be open about your intentions with HR and Adam." That email is attached as **Exhibit "L"**.

45. Matthew Stephenson (an Automation Test Developer) 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. He shared that spreadsheet with five of his Project Silver colleagues on January 6, 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 it if you wish..." This exercise by Mr. Stephenson shows that he was aware he had a choice as to whether to accept the Ford offer or not. It also highlights how the particular factors influencing employees' decisions on whether to accept the offer were different for different employees. That email and spreadsheet are attached as **Exhibit "M"**.

46. Emails also reflect that some managers were having one-on-one discussions with the members of their teams about their situations as a follow-up to Mr. Chen's email. For instance, Leonard Lehrer (Director, Software Test & Program Management) forwarded Mr. Chen's email to his team of employees, telling them, "This email is meant to help employees understand on-going activities. I'll chat with each of you 1-1 about this." That email is attached as **Exhibit "N"**.

47. Dominic Peluso (Director, Cellular Radio Systems Integration & Data Services) amassed a list of questions he appears to have received from individual communications with members of his team, which he sent to Amber Jessup to address, by email attached as **Exhibit "O"**. That list

of individual employee questions included the following, and I am informed by Amber Jessup that she then met with Mr. Peluso to discuss and answer his questions:

Will employees accepting Ford offers be required to resign from BlackBerry in writing?

Will they need to provide a resignation letter?

[...]

What are the options for employees that decide NOT to accept Ford's offer?

[...]

Employees are trying to understand BlackBerry's policy vs their requirements as part of the ESA. People realize that BlackBerry provides additional compensation should the employment terminate. So people want an understanding of what minimum they can expect Ford to abide by (so they understand the security being lost).

January employment offers from Ford

48. From January 12 to 22, 2017, representatives from Ford were on-site at various BlackBerry locations in Canada to present offers of employment to the remaining Project Silver employees to whom Ford had decided to offer employment. As with the December 8 employment offer meetings with the 15 senior managers, Ford gave offers of employment to employees at individual meetings, of which I am aware because we assisted with the scheduling of the meetings. These meetings were only between Ford and the individual employee. No BlackBerry representative attended these meetings. Ford had decided to whom to offer employment and what terms to offer to each employee. I did not see the offers and was not aware of their terms.

49. As far as I am aware, each employee had the opportunity to discuss their offer and employment situation with Ford representatives during their meeting. I was informed by Ford's human resources personnel that they also offered to employees that they could get in touch with Ford representatives directly if they had any questions following that meeting. Most, but not all employees received their offers in these meetings. For various reasons, some employees could not be in the office. I understood they received their offers by phone.

50. Based on the meeting dates that we were asked by Ford to schedule, it appears that offers were given to employees on the following dates:

- (a) Mississauga employees – January 12-13, 2017.
- (b) Waterloo employees – January 16-17, 2017.
- (c) Ottawa employees – January 18-20, 2017.

51. BlackBerry Human Resources personnel were on-site in each of the offices during the days when the Ford offers were made and in the immediate following days (Lisa Carswell in Mississauga and Waterloo, Jennifer Mascarin in Waterloo, and I was on-site in Ottawa as Amber Jessup was on vacation for a few days). I was informed by Ford representatives that each employee was given approximately a week to make their decision as to whether to accept the offer. During that time period, BlackBerry Human Resources personnel were available to answer questions from, and have discussions with individual employees in each of the offices who wanted to discuss their own employment situation and options at BlackBerry. Employees' managers were also available to respond to individual questions and have discussions. Further, I was informed by Ford Human Resources representatives that they could be reached by employees who may have questions about their offers.

Individual employee discussions prior to making their decisions

52. During the interval between the offers being made and employees making their decisions, there were extensive individual meetings and emails exchanges between employees and BlackBerry Human Resources personnel as well as employees' managers.

53. In Ottawa, I had individual conversations – in-person, by phone and by email – with approximately 20-30 employees regarding their employment situation and offers during this time period. None of those conversations was contentious and none of those employees seemed upset to me. Generally, their reaction to their offers was positive. Many employees found the salary and bonus offered by Ford to be generous.

54. In the discussions I had with individual employees, they were asking questions relating to their offers and options, to assist them as they were considering whether to accept their offer. I recall that some employees had questions about some of the terms of their offer, for example

about the compensation terms or their title. I directed the employee to ask any such questions to Ford representatives and encouraged individuals to see if they could negotiate with Ford where they seemed to be concerned about their terms. I recall some individuals sought confirmation about payment of BlackBerry vacation and BlackBerry incentive pay if they were to accept their Ford offer. It was clear to me that various employees were focusing on what pay they would or would not receive from BlackBerry if they chose to go to Ford.

55. Though most of the employees I spoke to seemed excited about the opportunity to join Ford, I recall that a number of individuals specifically asked about their options for remaining at BlackBerry or the implications of declining their Ford offer (questions such as: “What if I don’t accept the offer?” or “What if I want to stay at BlackBerry?”). For individuals that asked me those questions, I told them that if they chose to decline the offer, their employment with BlackBerry would continue and we would take steps to place them in a comparable role on another team/project at BlackBerry (as there would be many roles on other projects/teams to be filled going forward).

56. If employees asked about their specific prospects on other teams/projects, I suggested that they speak further with their managers or Chris House (Global Head of Software Development – Devices and Emerging Solutions), Joey Benedek (Senior Director – Product Management & UX), or Adam Schieman (Director, Software Security Development), three managers widely known to be staying at BlackBerry, to discuss this. A small number of employees specifically asked me what would occur if they ultimately could not be placed on another team/project at BlackBerry. I told them that in that scenario, if their positions became redundant, they would then likely be laid off and would receive termination pay in accordance with the terms of their employment contract.

57. I was informed by Amber Jessup, Lisa Carswell and Jennifer Mascarin (HRBPs supporting Project Silver employees), and various managers of Project Silver employees, that they also had many other individual conversations with particular employees in Ottawa, Mississauga and Waterloo about their employment situation, their options and the Ford offer.

58. Emails I have now reviewed during this litigation further show various particular employees' reactions to their Ford offers and communications they were having to assist them in making a decision as to whether to accept that offer. I refer to some illustrative examples below.

59. ***Positive reaction to Ford offers:*** Many employees expressed excitement about their offers from Ford. A few examples are attached as **Exhibits "P" to "T"**:

Overall, I am quite **excited about the opportunity** of working at Ford in a space that is growing, and, I'm quite pleased with the other aspects of this offer.⁶

It was a pleasure to meet you on the occasion of such an **exciting opportunity!**⁷

Just wanted to let you know I received the Ford offer today. It's **above and beyond generous**, I will definitely be accepting.⁸

I am **really happy about everything**. All the little benefits questions don't really matter for the most part... I really love the idea of a pension.⁹

I'm **so excited** about this new opportunity...¹⁰ [emphasis added]

60. ***Negotiation of terms of offers:*** Various other employees sought to negotiate aspects of their own employment offer with Ford. The email attached as **Exhibit "U"** is one example.

Employees notified Ford of their decision

61. I understand from Ford Human Resources representatives that employees who received offers were each asked to inform Ford by the end of January as to whether they had decided to accept their offers. At the end of January, Ford Human Resources personnel informed me of the list of employees who had accepted the offers to begin employment with Ford on March 1, 2017, and of the employees who had decided to decline their offers. Various individual employees sent emails to Ford at the time of their acceptances (that I have now seen during this litigation) further indicating that they were excited by the opportunity to join Ford and were happy with their offers. Some examples are attached as **Exhibits "V" to "DD"**.

⁶ Exhibit "P".

⁷ Exhibit "Q".

⁸ Exhibit "R".

⁹ Exhibit "S".

¹⁰ Exhibit "T".

62. In accepting their offers from Ford, some employees noted individual conversations with Ford representatives in the days leading up to their decision, including by way of example the emails attached as **Exhibits “EE” and “FF”**.

February 2 request for confirmatory resignation letters

63. On February 2, BlackBerry sent an email to those employees who we had been informed by Ford had accepted an employment offer from Ford. This email, which is referred to in the Parker Affidavit, addressed certain logistical matters in respect of work-related computers and telephones, and requested that employees submit two documents: a written confirmation of their impending resignation (a template form of which was attached to the email), and a confirmation of post-employment obligations related to intellectual property. That email is attached as **Exhibit “K”** to the Parker Affidavit.

64. The reason we asked employees to provide the resignation letter was simply to have confirmation from the *employee* (rather than just the notification we had received from Ford) that the employee had in fact accepted the offer to join Ford and would therefore be resigning from their employ with BlackBerry (and for confirmation from the employee of the timing of their departure from BlackBerry).

65. As referred to below, employee reactions to this February 2 request varied. I am informed by Human Resources personnel and some managers that some employees asked questions about or discussed the request for a resignation letter and others did not. There were individual email exchanges with various employees regarding the resignation letter request. After February 2, there also continued to be discussions and email exchanges with individual employees on other points relating to the upcoming cessation of their BlackBerry employment and various logistical details.

February 23 email to Project Silver employees

66. On February 23, BlackBerry sent a further question and answer email to employees to address certain points about which some employees had been asking questions. That email, attached at **Exhibit “L”** to the Parker Affidavit, stated:

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

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

[...]

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

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

[...]

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

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

67. That email also indicated that several employees had already turned down their offers from Ford and have been placed in comparable positions on other projects/teams at BlackBerry.

Q. Are comparable roles available?

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

68. At that point in time, if employees had come forward and indicated that they wanted to be redeployed at BlackBerry instead of going to Ford, BlackBerry still would have taken steps to place them in comparable roles.

Resignation letters from employees

69. The majority of the employees who accepted Ford's offer of employment in fact provided BlackBerry with a letter of resignation. Some employees signed and submitted the template form

that had been attached to the February 2 email. Other employees altered the wording of the form somewhat. Still others submitted their own versions of a letter of resignation. Examples can be found at **Exhibits “GG” to “JJ”**.

70. Various other employees did not submit a resignation letter and were silent on the request for one. They each received a confirmation email from BlackBerry confirming its acceptance of their resignation. They each left BlackBerry’s employ on February 28, and they commenced employment with Ford on March 1 as far as I am aware.

71. A relatively small number of other employees who we understood from Ford had accepted their offer – including Mr. Parker – did not provide resignation letters, but instead engaged in individual communications (emails and/or discussions in various instances) with BlackBerry representatives in which they raised concerns. BlackBerry representatives responded to those communications individually.

72. Each of those employees ultimately followed through on their acceptance of their Ford offers, by leaving BlackBerry at the end of February and commencing employment with Ford on March 1, as far as I am aware.

73. To complete employee files, on February 27, BlackBerry sent emails to employees who had accepted employment offers at Ford to confirm its acceptance of their resignation, attached as **Exhibit “KK”**. That email stated: “Congratulations on your new position with Ford. This letter acknowledges your acceptance of employment with Ford starting on March 1, 2017, confirms the February 28, 2017 effective date of your resignation from BlackBerry and summarizes the details of final payments owing, benefits information, and ongoing obligations.”

D. Additional individual circumstances

74. In addition to the individual nature of discussions and other communications with employees leading up to their Ford offer of employment and their deliberations as to whether to accept the offer (described above), various employees in the proposed class also followed a different process in respect of the timing, delivery, communication of information, and acceptance in respect of their offers from Ford.

75. ***Employees on maternity leave:*** There were five employees on maternity leave for all or part of the three months between December 2016 and February 2017. They received information differently and had opportunities for different individual discussions than their peers. Monica Soliguin is an example of one such employee who was on maternity leave. She would not have been at BlackBerry to attend the town hall meetings or to receive her offer of employment in an individual meeting with Ford representatives.

76. Emails indicate that on about January 17, Ms. Soliguin apparently had a telephone conversation with representatives from Ford during which Ford conveyed an employment offer. In an email following that conversation, attached as **Exhibit “R”**, Ms. Soliguin characterized it as “above and beyond generous” and stated “I will definitely be accepting.” She then had a number of follow-up email discussions with representatives of BlackBerry and Ford regarding when her maternity leave would end and when she would start work at Ford.

77. ***Non-Project Silver employees who sought out positions at Ford:*** Some individual employees who were not originally on the Project Silver engineering services team actively took steps to seek, and ultimately obtain, offers of employment from Ford, as discussed in the paragraphs below. These employees would not have received all (if any) of the general communications that had previously been sent to Project Silver employees to which the Parker Affidavit refers.

78. Graham Eaves (a Senior Systems Software Developer) is one example of an employee who actively pursued work at Ford after he heard that some employees had declined their offers from Ford. In an email to his manager, attached as **Exhibit “LL”**, he expressed his interest in potentially leaving BlackBerry to work for Ford:

I know Cori has talked to you in the past about me possibly coming over to Silver. I told Cori, and Liam who I now report to, that I have been looking around for new opportunities this past month. The search is going well with good opportunities both internally and externally. Now I understand there have been a few rejected offers on Silver and that Ford has requested more people possibly opening up opportunities there too. Liam has offered for me to explore Silver and possibly shop me around so I just wanted to let you know that I am interested.

79. I understand from Human Resources representatives at Ford that Ford subsequently made an offer of employment to Mr. Eaves, which he accepted. He provided a resignation letter to BlackBerry. His last day at BlackBerry was February 28, 2017. I understand he commenced employment at Ford on March 1.

80. Another employee within the proposed class, Martin van Hoeckel, was never in fact on the Project Silver engineering team. At BlackBerry, Mr. van Hoeckel was a Camera Designer. He therefore would not have been invited to any of the Project Silver related meetings at BlackBerry and would not have received any of the general Project Silver communications from BlackBerry referred to in the Parker Affidavit. I understand that Mr. van Hoeckel at some point received and accepted an offer of employment from Ford. He provided a resignation letter to BlackBerry. His last day at BlackBerry was February 28, 2017.

81. ***Other employees who were added to Project Silver at a late stage:*** Some other employees were added to the Project Silver engineering services team and received offers of employment by Ford at a late stage. Those employees would not have been included in earlier Project Silver communications. Dylan Yohan (a Senior Systems Software Developer) is one such employee. It appears from emails that he received an offer of employment from Ford on February 3, 2017 (after the February 2 email referred to further above), and accepted the offer on February 6 by email to Ford, attached as **Exhibit “MM”**: “Thought I should drop you a quick note to let you know of my intention to accept your offer of employment at Ford. I am very pleased with the offer and thank you very much for the opportunity.”

82. ***Employees who started work at BlackBerry in 2017:*** Three members of the proposed class had only started work at BlackBerry in 2017: one on January 30 (a Software Tools Developer), and two on February 6, 2017 (both Systems Software Developers). These employees were not at BlackBerry to receive information communicated to many Project Silver employees in December and January referred to in the Parker Affidavit, and they received their offers from Ford later than most other employees.

E. Employees who chose to decline Ford offers

83. Seven Project Silver employees in various offices in Canada chose to decline their offers of employment from Ford. They informed BlackBerry of their decision. All seven of those

employees accordingly remained BlackBerry employees. BlackBerry sought to, and did, successfully place all of these employees in equivalent roles on other projects/teams: two in Mississauga, three in Ottawa, and two in Waterloo. All these employees continue to work at BlackBerry today. No Project Silver employees in Canada who declined offers from Ford were laid off by BlackBerry.

84. I am informed by other BlackBerry Human Resources personnel, from some managers and from various emails that these employees – like the employees in the proposed class – received job offers from Ford and engaged in various individual discussions and email exchanges with BlackBerry Human Resources personnel and/or managers, as well as with Ford representatives in some instances, prior to and after receiving their job offers. They each, based on their own situations and for their own individual reasons I believe, decided to decline the offers.

85. One of these employees, with whom I personally had discussion during the process, was Dao Van who worked as an Operations Manager in Waterloo. She received an offer of employment from Ford in January. After receiving her offer, Ms. Van came to see me and expressed that she preferred to continue working at BlackBerry. I emphasized to her that the Ford offer was one option available to her, and that she was of course free to decline it. It was obvious to me that Ms. Van was considering her various options. We discussed in some detail her options. I am informed by Chris House (then Global Head of Software Development – Devices and Emerging Solutions at BlackBerry, to whom Ms. Van reported at the time) that prior to Ms. Van making her decision about the Ford offer, he also had a number of individual discussions with her about her situation and redeployment options at BlackBerry.

86. Ms. Van ultimately declined the offer from Ford and sought to be redeployed at BlackBerry. On January 24, she forwarded to me her email to a representative from Ford, attached as **Exhibit “NN”**. It states:

I would like to inform you that I had (sic) decided to stay with BlackBerry. The offer from Ford is more than generous and under normal circumstance (sic), I would have gladly accepted it. However, I have been with BlackBerry from the early beginning; going through good and bad time (sic) and find it personally extremely tough to let go.

87. I was then involved with Ms. Van and others at BlackBerry to assist in finding a suitable and equivalent continuing role.

F. BlackBerry has hired and continues to hire additional employees within Mobility Solutions

88. In light of the number of employees who chose to accept the Ford job offers and accordingly left BlackBerry's employ on February 28, 2017, BlackBerry was left with a need for additional employees in its Mobility Solutions business unit to carry out the business and operations of that unit. There existed many roles that needed to be filled. Had additional employees chosen to decline their Ford offers, there were many roles available for them. The suitability of particular employees for roles would have depended on their particular circumstances, including their role and skillset.

89. As a result, after March 1, 2017, Mobility Solutions has hired, and continues to hire, additional employees to fill many of those positions.

G. Proposed class members' disagreement with this action

90. When this action was commenced in February 2017, various Project Silver employees voiced their disagreement with it, conveying that they did not agree with the allegations or that they applied to their own situation. I refer to some examples below based on emails reviewed during this litigation.

91. Alan Geue, a Project Silver employee (a Senior Software Test Specialist) now working at Ford, emailed several colleagues on February 17, 2017, attached as **Exhibit "OO"**. He expressed his disagreement with the allegations in this action:

The fact is that we **freely accepted an offer of employment** from Ford, and just as would be the case if we accepted an offer from another company, we have to give our notice of resignation to our current employer. And even if things were 'arranged' in the background over the past few months, the **employees did have a choice**. If their severance entitlements and years of service were more important to them than the new job opportunity that was presented, they **should have declined the offer**. The whole thing smells of greed. [emphasis added]

92. I am informed from Ms. Jessup and from emails that she also had conversations with some employees who submitted letters of resignation which employees indicated they wanted to distance themselves from this action, indicating they disagreed with it. Ms. Jessup recounted some of those conversations in the email attached as **Exhibit “PP”**.

H. David Parker’s individual circumstances

93. The representative plaintiff, Mr. Parker’s, own individual circumstances and individual discussions he had (of which I am aware) before and after he accepted his Ford offer of employment are summarized below.

94. Before choosing to accept a position at Ford and leave BlackBerry, Mr. Parker held the position of Principal Systems Architect. This is a software role. At the time of his departure for Ford, Mr. Parker had been at BlackBerry for approximately 12.7 years, making him one of the longer-serving employees in the proposed class.

Parker was previously considering other employment options

95. For a period of time prior to the events at issue, emails (that we have located as a result of searches during this litigation) show that Mr. Parker already appeared to be considering leaving BlackBerry’s employ in any event. He seemed to be considering various other options. He was receiving job postings by email to his BlackBerry email account several times a week at least since January 2016. BlackBerry has located 303 such emails that Mr. Parker received between January 2016 and the middle of January 2017.

96. Mr. Parker also corresponded (using his BlackBerry email address) with friends from time to time assessing other employment opportunities and potential new career directions. Examples of this correspondence from his BlackBerry email account are attached at **Exhibit “QQ”**.

Individual discussions with Mr. Parker

97. Based on emails I have seen from Ms. Jessup and Ralph Pini (the former Chief Operating Officer and acting General Manager of Mobility Solutions at BlackBerry), Mr. Parker had a number of individual discussions and email exchanges about his employment situation and options both prior to and after receiving his offer from Ford. I believe those discussions and

email exchanges would have affected his decision-making and his belief or understanding on various points addressed in the Parker Affidavit.

98. During one of the town hall meetings I attended (either the December 8th or 9th meetings), I recall that Mr. Parker asked a question, which then led to Mr. Pini speaking with him individually after the meeting and subsequently having email exchanges with Mr. Parker about his potential offer from Ford and his options at BlackBerry. Mr. Pini sent me the following summary of their conversation that took place after the town hall meeting, attached as **Exhibit “RR”**:

David Parker during one of our town hall sessions in Ottawa asked a question in reference to Ford and options if one would remain a BlackBerry employee and ability to receive severance. We referred him to discuss with his manager/HR at the time (don't remember exactly how we responded) but I did meet with him for a few minutes after the town hall to understand his concerns. We discussed his tenure at BlackBerry and the different projects he was working on. His concern was about the recognition of the many years at BlackBerry and trying to understand if Ford would honor his seniority at BlackBerry. I indicated that Ford as a large company understands the need to provide competitive offers to attract talent and the industry has many different ways to compensate new hires and that he should give the process a chance.

I also discussed the new strategy at Mobility Solutions and the fact that we were well on our way to transition to be a much smaller Business Unit with special emphasis on developing secure software to support our Licensing programs. The old internally developed technologies were being off-boarded to [a third party] and outsourcing off-the-shelf solutions where possible. I did indicate that if he would not accept the Ford offer that he would remain a BlackBerry employee and that his manager would work with him to see what other positions could be available but we could not offer any assurances at the time.

99. Subsequently, in an email to Mr. Pini on December 14, Mr. Parker reached out to confirm that if an employee declines an offer from Ford, the employee “would be offered a position within the BlackBerry licensing group.” Mr. Pini responded to Mr. Parker, stating, “the employee will remain a BlackBerry employee. Then we will try our best to match the skillset with activities in the software licensing team.” Those emails are attached as **Exhibit “SS”**.

100. Mr. Parker then indicated to Mr. Pini that he had also spoken to BlackBerry Human Resources on this topic, and indicated that he preferred to stay at BlackBerry. Mr. Parker indicated his concern that a position could not be found for him at BlackBerry. Mr. Pini stated in response:

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

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

Those emails are attached as **Exhibit “TT”**.

101. I am also informed by Ms. Jessup that she spoke a number of times with Mr. Parker during the Ford offer process.

Parker accepted his Ford offer

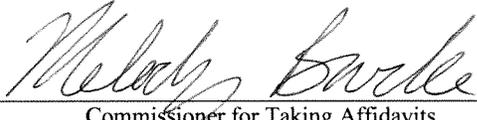
102. Mr. Parker was offered a position by Ford in an individual meeting with Ford representatives. Mr. Parker subsequently accepted that offer. His signed offer letter, a copy of which he received from Ford by email to his BlackBerry account, is attached as **Exhibit “UU”**.

103. On February 2, 2017 Mr. Parker emailed Ms. Jessup taking the position that he had been terminated without cause and was entitled to severance. Ms. Jessup responded, stating that Mr. Parker had received and accepted an alternate employment offer, and had not been terminated by BlackBerry. That email is attached as **Exhibit “VV”**.

104. There were then further individual email exchanges from February 10 to February 25 between Mr. Parker and BlackBerry representatives while Mr. Parker was still employed by BlackBerry, attached as **Exhibits “WW”** and **“XX”**. Those email exchanges indicated to Mr. Parker that BlackBerry had available roles at the same level matching Mr. Parker’s skill set, and that BlackBerry Human Resources would work with him to find him a suitable role if he preferred to continue his employment with BlackBerry.

105. Mr. Parker's last day at BlackBerry was February 28, 2017. I understand that he started work at Ford on March 1. As far as I am aware, he did not attempt to continue his employment at BlackBerry.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario
on October 2, 2017



Commissioner for Taking Affidavits
(or as may be)



Rebecca Graham

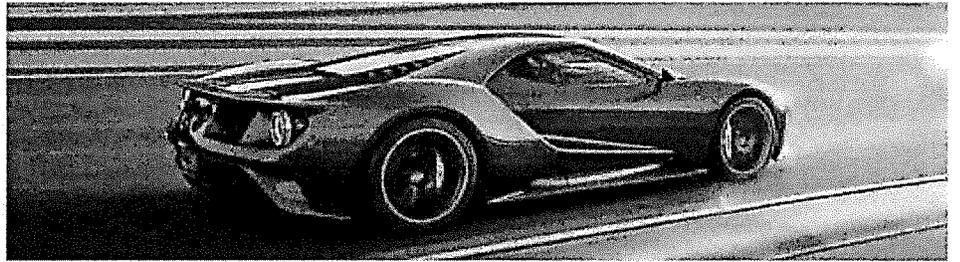
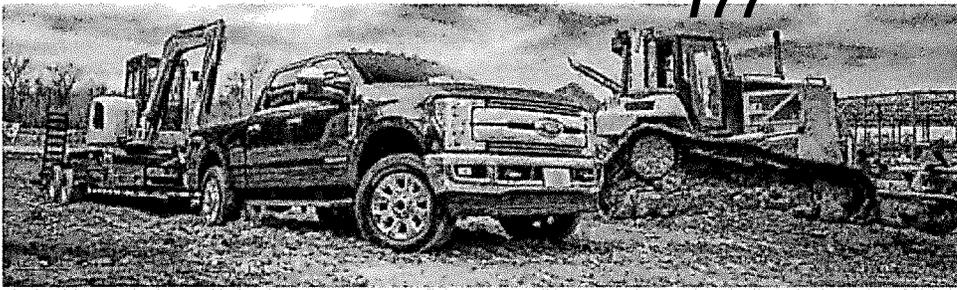
Melody Ethel Burke,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires September 5, 2020.

Tab A

This is Exhibit "A" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017

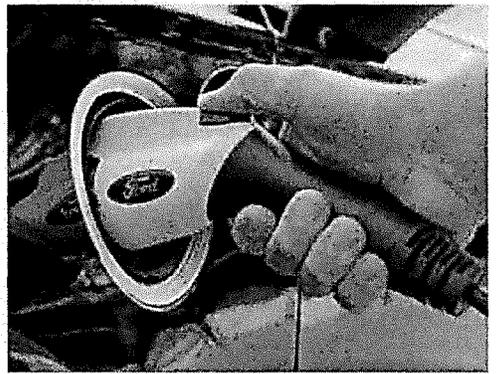
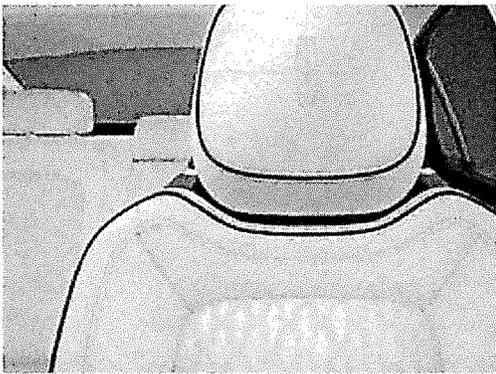
A handwritten signature in cursive script that reads "Melody Burdee". The signature is written in black ink and is positioned above a horizontal line.

A Commissioner, etc.



FORD MOTOR COMPANY

2016 ANNUAL REPORT



Go Further

As Ford Motor Company continues to expand from an auto company to an auto and a mobility company, the company remains focused on building on its global leadership in trucks, vans, commercial vehicles and performance vehicles, while growing its global strength in utility vehicles.

At the same time, Ford is transforming underperforming parts of its business, including luxury, small vehicles and emerging markets.

In addition, Ford is driving for leadership in three emerging opportunity areas – electrification, autonomy and mobility.

On the Cover

Pictured on the front cover, clockwise from top left: Ford Super Duty, Chariot (a crowd-sourced ride-sharing service), Ford GT supercar, Ford Fusion Energi plug-in hybrid, Ford Explorer, Lincoln interior, next-generation Ford Fusion Hybrid autonomous development vehicle, Ford Ka+ and Ford Mustang.

Pictured on back cover: A selection of Ford's milestones and exciting announcements from 2016. The back cover features a selection of those announcements that correspond to an image on the front cover.

Visit our Annual Report online for detailed company information and visual content:
annualreport.ford.com

FINANCIAL HIGHLIGHTS

(In billions, except for percentages)	2015	2016
Automotive Segment		
Revenue	\$ 140.6	\$ 141.5
Operating margin	6.8%	6.7%
Operating cash flow	\$ 7.3	\$ 6.4
Ford Credit		
Pre-tax profit	\$ 2.1	\$ 1.9
Total Company		
Net income attributable to Ford Motor Company	\$ 7.4	\$ 4.6
Adjusted pre-tax profit (a)	\$ 10.8	\$ 10.4

(a) See pages 25 and 82 of Ford's 2016 Form 10-K for definition and reconciliation to GAAP.

CREATING VALUE

GROWTH



Revenue growth that drives profit growth

RISK



Optimized risk profile

RETURNS

ROIC > Cost of Capital and Margins
8%+ Core, 20% New

REWARDS



Top quartile shareholder returns

Our financial objectives are focused on the drivers of value



LETTER FROM OUR EXECUTIVE CHAIRMAN

William Clay Ford, Jr.

While our industry is changing faster than it has in the last 100 years, we know that our fundamental mission of making people's lives better remains the same. For us, that means continuing to make great cars, SUVs and trucks, but also embracing emerging opportunities to move people in new ways.

In 2016, we made significant progress toward that goal. We delivered a substantial profit and achieved our seventh consecutive year of solid earnings and positive operating-related cash flow.

In our core automotive business, we maintained our strong momentum by launching 11 new vehicles in 2016. We also announced that we will be adding 13 new electrified vehicle nameplates globally to our product portfolio in the next five years.

As the auto industry enters a new era of connectivity and smart mobility, we also are developing new ways to move people and things. That's because mobility can impact every facet of our lives.

For many of us, traffic jams are an inconvenience, but the lack of mobility has a much more profound impact on the most vulnerable members of our society.

Take, for instance, the ability to get to work. Not having reliable transportation is what makes a person leave a good job or limits their job search because they cannot get to certain locations. Just imagine the possibilities if we can provide new mobility solutions that could help people get to better jobs and, by extension, create economic opportunity.

When you start to lose the ability to move around quickly, easily and safely, it can become a human rights issue. Mobility is as essential to our well-being as is access to things like health care, clean drinking water and food, or a safe place to live.



Mobility solutions include Chariot shuttle service and Ford GoBike.

To address this and other challenges, we launched Ford Smart Mobility LLC, a new subsidiary formed to design, build, grow and invest in emerging mobility services. Our crowd-sourced shuttle service, Chariot, also is providing new transportation options in select U.S. cities and will continue to expand.

We also strengthened our leadership in bringing self-driving vehicles to market by announcing our next-generation Fusion Hybrid autonomous development vehicle and expanding our autonomous vehicle test fleet. This year we plan to further expand the fleet and begin testing in Europe.

“As the auto industry enters a new era of connectivity and smart mobility we also are developing new ways to move people and things. That's because mobility can impact every facet of our lives.”

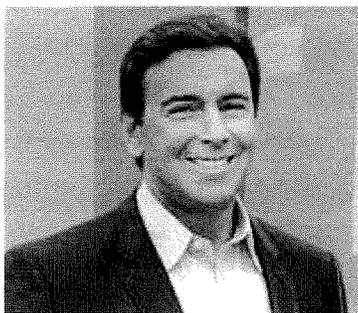
We know, however, that meeting these challenges takes more than just launching new products. That is why we established our City Solutions team, the only one of its kind in the auto industry, to work with municipalities to propose, pilot and develop mobility solutions tailored to individual communities.

These, and all our other smart mobility efforts, will help us preserve and promote mobility by solving transportation challenges worldwide for future generations. We view it as both an exciting opportunity and a big responsibility.

Our Board of Directors and entire leadership team continue to focus on delivering business results in the present, while creating value and opportunity for the future. Through our products and services, investments and philanthropy, and the contributions of our employees, we are strengthening communities and improving people's lives around the world.

Thank you for your continued support of our efforts.

William Clay Ford, Jr.
Executive Chairman



LETTER FROM OUR PRESIDENT AND CEO

Mark Fields

It is a very exciting and transformational time for everyone associated with the Ford Motor Company.

We are continuing to deliver consistently strong results in our core automotive business, and, at the same time, rapidly developing and investing in new mobility platforms that will help make people's lives better while growing our business profitability.

Our plan for creating value going forward is simple and straightforward: continue our expansion from an auto company to an auto and a mobility company.

To do this, we are making choices on where to play, where not to play and how to win, focusing on three sets of strategic priorities, which include:

- Fortifying the strengths in our core business;
- Transforming the traditionally underperforming parts of our core business; and
- Growing in emerging opportunities, including leading in electrification, autonomy and mobility.

Our core business is a strength we are building on, including growing our global leadership in trucks, vans, commercial and performance vehicles, while establishing an even stronger position in SUVs.

“Our plan for creating value going forward is simple and straightforward: continue our expansion from an auto company to an auto and a mobility company.”

Globally, we launched 11 new vehicles in 2016 – like the all-new Super Duty and the new Escape. Our plan is to launch 11 more in 2017 – including a new F-150, EcoSport, Focus Electric, all-new Fiesta and Expedition, as well as an all-new Lincoln Navigator.

Our vehicle leadership comes because we know our customers and what they want.

At the same time, we understand priorities are changing. The world is moving from just owning vehicles to owning and accessing shared vehicles. This is causing us to think very differently. It's not just about selling vehicles but also providing transportation services at the same time.

As we move forward in our business expansion, we are working to use that understanding as we pursue emerging opportunities.

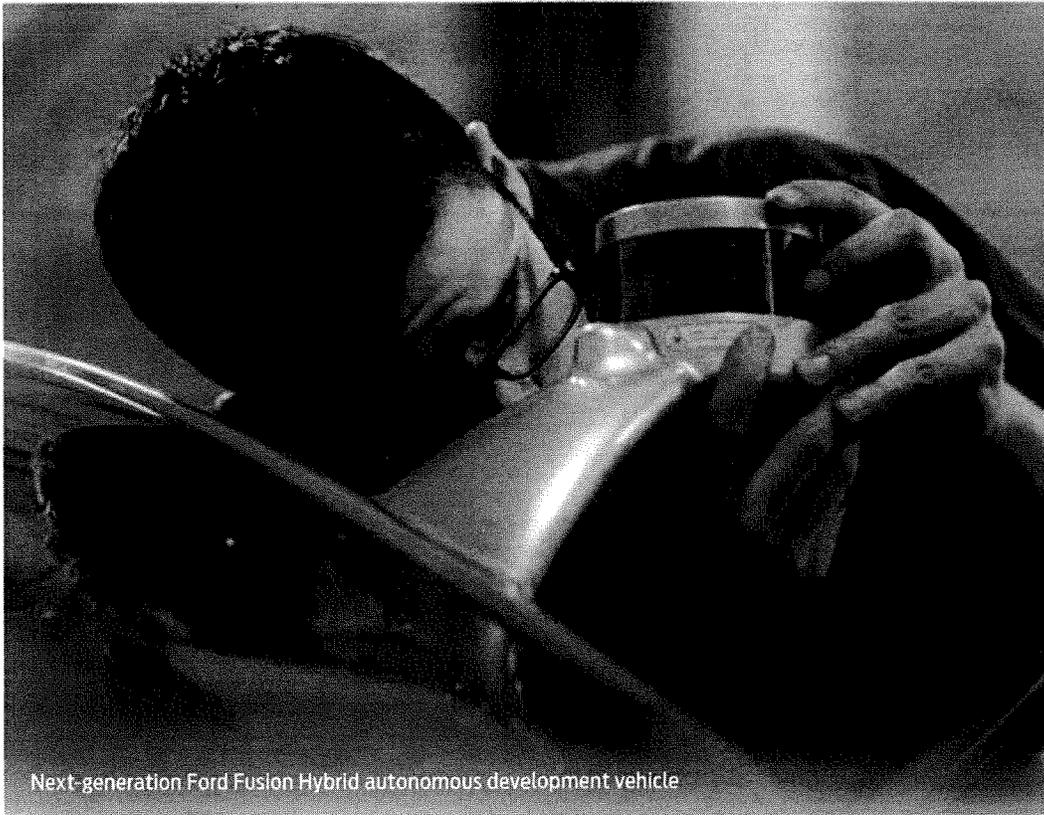
In electrification, we are focusing on our strengths – trucks, commercial vehicles, utilities and performance vehicles – to give our customers more of what they love about our products today, like greater capability, more productivity and better fuel economy.

In the next five years, we will launch 13 new electrified vehicles, including hybrid versions of the F-150 and Mustang, and an all-new fully electric SUV that will deliver an estimated range of at least 300 miles. Plus, we are testing wireless charging technology that charges a car simply by parking over a charging pad.

In autonomy, our intent is to have an SAE level 4 fully autonomous vehicle – with no steering wheel, brake or gas pedal – in commercial operation in 2021. On the way to achieving that milestone, we recently introduced our next-generation Fusion Hybrid autonomous development vehicle and expanded our autonomous test fleet.



2017 Ford F-Series Super Duty



Next-generation Ford Fusion Hybrid autonomous development vehicle



2018 Ford Expedition



2018 Ford Mustang



2017 Ford Edge Vignale



Satisfying customers – a top priority

In mobility, Ford Smart Mobility LLC, our new subsidiary, is focused on building technology platforms to support connectivity for both our shared- and owned-business models, while aggressively developing new products and services. For example, we acquired Chariot, an app-based, crowd-sourced shuttle service. It currently is available in San Francisco and Austin, and we have plans to expand to eight cities by the end of 2017 – including at least one globally.

In addition to fortifying our core business and growing emerging opportunities, we also remain focused on transforming underperforming businesses. This includes generating appropriate returns on Lincoln, small vehicles and emerging markets. Recent progress includes Lincoln sales and satisfaction gains, resourcing small vehicle sourcing to low-cost countries and discontinuing sales operations in Japan and Indonesia and manufacturing operations in Australia.

“In mobility, Ford Smart Mobility LLC, our new subsidiary, is focused on building technology platforms to support connectivity for both our shared- and owned-business models”



2017 Lincoln Continental

FordPass

How are these efforts paying off?

In 2016, we achieved our second-best year ever, with a full-year adjusted pre-tax profit of \$10.4 billion, following our all-time record set in 2015.

We also achieved a solid net income of \$4.6 billion, down from last year due to a \$3 billion pre-tax pension remeasurement loss.

Ford Credit also delivered another year of solid performance with a \$1.9 billion pre-tax profit.

Our continued success enabled us to reward our shareholders by distributing \$3.5 billion to shareholders in 2016, including our first supplemental dividend of \$1 billion.

Overall, we maintained a strong cash and liquidity profile, including automotive cash of \$27.5 billion and net cash of \$11.6 billion.

Looking ahead, we anticipate another good year for our company and our shareholders in 2017. We expect our full-year results to be strong, but lower than 2016, driven primarily by increased investments in emerging opportunities. We expect profitability to improve in 2018.

The bottom line: The biggest strategic shift in the history of our company is well under way and gaining momentum. Even as we make this business-model expansion, we continue to deliver historically high financial results.

We have come a long way, and we are eager to Go Further with everyone associated with Ford.

Mark Fields
President and Chief Executive Officer



Ford Transit Custom plug-in hybrid

FORD MOTOR COMPANY
ANNUAL REPORT ON FORM 10-K
For the Year Ended December 31, 2016

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ITEM 6. Selected Financial Data.

The following table sets forth selected financial data for each of the last five years (dollar amounts in millions, except for per share amounts):

SUMMARY OF INCOME	2012	2013	2014	2015	2016
Total revenues	\$ 133,559	\$ 146,917	\$ 144,077	\$ 149,558	\$ 151,800
Income before income taxes	\$ 2,005	\$ 14,371	\$ 1,234	\$ 10,252	\$ 6,796
Provision for/(Benefit from) income taxes	89	2,425	4	2,881	2,189
Net income	1,916	11,946	1,230	7,371	4,607
Less: Income/(Loss) attributable to noncontrolling interests	(1)	(7)	(1)	(2)	11
Net income attributable to Ford Motor Company	\$ 1,917	\$ 11,953	\$ 1,231	\$ 7,373	\$ 4,596
Earnings Per Share Attributable to Ford Motor Company Common and Class B Stock					
Average number of shares of Ford Common and Class B Stock outstanding (in millions)	3,815	3,935	3,912	3,969	3,973
Basic income	\$ 0.50	\$ 3.04	\$ 0.31	\$ 1.86	\$ 1.16
Diluted income	0.49	2.94	0.31	1.84	1.15
Cash dividends declared	0.15	0.40	0.50	0.60	0.85
Common Stock price range (NYSE Composite Intraday)					
High	13.08	18.02	18.12	16.74	14.22
Low	8.82	12.10	13.26	10.44	11.02
BALANCE SHEET DATA AT YEAR-END					
Total assets	\$ 189,800	\$ 202,204	\$ 208,615	\$ 224,925	\$ 237,951
Automotive debt	\$ 14,256	\$ 15,683	\$ 13,824	\$ 12,839	\$ 15,907
Financial Services debt	90,802	99,005	105,347	120,015	127,063
Total equity	\$ 15,924	\$ 26,173	\$ 24,465	\$ 28,657	\$ 29,187

OVERVIEW

Beginning with the second quarter of 2016, we changed our reportable segments. Prior-period amounts have been adjusted retrospectively to reflect the reportable segment change. See Note 4 of the Notes to the Financial Statements for additional information.

Non-GAAP Financial Measures That Supplement GAAP Measures

We use both generally accepted accounting principles ("GAAP") and non-GAAP financial measures for operational and financial decision making, and to assess Company and segment business performance. The non-GAAP measures listed below are intended to be considered by users as supplemental information to their equivalent GAAP measures, to aid investors in better understanding our financial results. We believe that these non-GAAP measures provide useful perspective on underlying business results and trends, and a means to assess our period-over-period results. These non-GAAP measures should not be considered as a substitute for, or superior to measures of financial performance prepared in accordance with GAAP. These non-GAAP measures may not be the same as similarly titled measures used by other companies due to possible differences in method and in items or events being adjusted.

- ☐ Total Company Adjusted Pre-tax Profit (Most Comparable GAAP Measure: Net Income Attributable to Ford) – The non-GAAP measure is useful to management and investors because it allows users to evaluate our pre-tax results excluding pre-tax special items. Pre-tax special items consist of (i) pension and other postretirement employee benefits ("OPEB") remeasurement gains and losses that are not reflective of our underlying business results, (ii) significant restructuring actions related to our efforts to match production capacity and cost structure to market demand and changing model mix, and (iii) other items that we do not necessarily consider to be indicative of earnings from ongoing operating activities. When we provide guidance for adjusted pre-tax profit, we do not provide guidance on a net income basis because the GAAP measure will include potentially significant special items that have not yet occurred and are difficult to predict with reasonable certainty prior to year-end, specifically pension and OPEB remeasurement gains and losses.
- ☐ Adjusted Earnings Per Share (Most Comparable GAAP Measure: Earnings Per Share) – Measure of Company's diluted net earnings per share adjusted for impact of pre-tax special items (described above) and tax special items. The measure provides investors with useful information to evaluate performance of our business excluding items not indicative of the underlying run rate of our business. When we provide guidance for adjusted earnings per share, we do not provide guidance on an earnings per share basis because the GAAP measure will include potentially significant special items that have not yet occurred and are difficult to predict with reasonable certainty prior to year-end, specifically pension and OPEB remeasurement gains and losses.
- ☐ Adjusted Effective Tax Rate (Most Comparable GAAP Measure: Effective Tax Rate) – Measure of Company's tax rate excluding pre-tax special items (described above) and tax special items. The measure provides an ongoing effective rate which investors find useful for historical comparisons and for forecasting. When we provide guidance for adjusted effective tax rate, we do not provide guidance on an effective tax rate basis because the GAAP measure will include potentially significant special items that have not yet occurred and are difficult to predict with reasonable certainty prior to year-end, specifically pension and OPEB remeasurement gains and losses.
- ☐ Ford Credit Managed Receivables (Most Comparable GAAP Measure: Net Finance Receivables plus Net Investment in Operating Leases) – Measure of Ford Credit's total net receivables, excluding unearned interest supplements and residual support, allowance for credit losses, and other (primarily accumulated supplemental depreciation). The measure is useful to management and investors as it closely approximates the customer's outstanding balance on the receivables, which is the basis for earning revenue.
- ☐ Ford Credit Managed Leverage (Most Comparable GAAP Measure: Financial Statement Leverage) – Ford Credit's debt-to-equity ratio adjusted (i) to exclude cash, cash equivalents, and marketable securities (other than amounts related to insurance activities), and (ii) for derivative accounting. The measure is useful to investors because it reflects the way Ford Credit manages its business. Cash, cash equivalents, and marketable securities are deducted because they generally correspond to excess debt beyond the amount required to support operations and on-balance sheet securitization transactions. Derivative accounting adjustments are made to asset, debt, and equity positions to reflect the impact of interest rate instruments used with Ford Credit's term-debt issuances and securitization transactions. Ford Credit generally repays its debt obligations as they mature, so the interim effects of changes in market interest rates are excluded in the calculation of managed leverage.

Revenue

Our Automotive segment revenue is generated primarily by sales of vehicles, parts, and accessories; we generally treat sales and marketing incentives as a reduction to revenue. Revenue is recorded when all risks and rewards of ownership are transferred to our customers (generally, our dealers and distributors). For the majority of sales, this occurs when products are shipped from our manufacturing facilities. This is not the case, however, with respect to vehicles produced for sale to daily rental car companies that are subject to a guaranteed repurchase option. These vehicles are accounted for as operating leases, with lease revenue and profits recognized over the term of the lease. Proceeds from the sale of vehicles at auction are recognized in revenue at the time of sale.

Most of the vehicles sold by us to our dealers and distributors are financed at wholesale by Ford Credit. Upon Ford Credit originating the wholesale receivable related to a dealer's purchase of a vehicle, Ford Credit pays cash to the relevant Automotive legal entity in payment of the dealer's obligation for the purchase price of the vehicle. The dealer then pays the wholesale finance receivable to Ford Credit when it sells the vehicle to a retail customer.

Our Financial Services segment revenue is generated primarily from interest on finance receivables, net of certain deferred origination costs that are included as a reduction of financing revenue, and such revenue is recognized over the term of the receivable using the interest method. Also, revenue from operating leases is recognized on a straight-line basis over the term of the lease. Income is generated to the extent revenues exceed expenses, most of which are interest, depreciation, and operating expenses.

Transactions between our Automotive and Financial Services segments occur in the ordinary course of business. For example, we offer special retail financing and lease incentives to dealers' customers who choose to finance or lease our vehicles from Ford Credit. The estimated cost for these incentives is recorded as revenue reduction to Automotive sales at the later of the date the related vehicle sales to our dealers are recorded or the date the incentive program is both approved and communicated. In order to compensate Ford Credit for the lower interest or lease rates offered to the retail customer, we pay the discounted value of the incentive directly to Ford Credit when it originates the retail finance or lease contract with the dealer's customer. Ford Credit recognizes the amount over the life of retail finance contracts as an element of financing revenue and over the life of lease contracts as a reduction to depreciation. See Note 1 of the Notes to the Financial Statements for a more detailed discussion of transactions between our Automotive and Financial Services segments.

Costs and Expenses

Our income statement classifies our Automotive segment total costs and expenses into two categories: (i) cost of sales, and (ii) selling, administrative, and other expenses. We include within cost of sales those costs related to the development, manufacture, and distribution of our vehicles, parts, and accessories. Specifically, we include in cost of sales each of the following: material costs (including commodity costs); freight costs; warranty, including product recall and customer satisfaction program costs; labor and other costs related to the development and manufacture of our products; depreciation and amortization; and other associated costs. We include within selling, administrative, and other expenses labor and other costs not directly related to the development and manufacture of our products, including such expenses as advertising and sales promotion costs.

Certain of our costs, such as material costs, generally vary directly with changes in volume and mix of production. In our industry, production volume often varies significantly from quarter to quarter and year to year. Quarterly production volumes experience seasonal shifts throughout the year (including peak retail sales seasons, and the impact on production of model changeover and new product launches). As we have seen in recent years, annual production volumes are heavily impacted by external economic factors, including the pace of economic growth and factors such as the availability of consumer credit and cost of fuel.

As a result, we analyze the profit impact of certain cost changes holding constant present-year volume and mix and currency exchange, in order to evaluate our cost trends absent the impact of varying production and currency exchange levels. We analyze these cost changes in the following categories:

- Contribution Costs – these costs typically vary with production volume. These costs include material, commodity, warranty, and freight and duty costs.

☐ Structural Costs – these costs typically do not have a directly proportionate relationship to production volume. These costs include manufacturing, engineering, spending-related, advertising and sales promotion, administrative and selling, and pension and OPEB costs.

While contribution costs generally vary directly in proportion to production volume, elements within our structural costs category are impacted to differing degrees by changes in production volume. We also have varying degrees of discretion when it comes to controlling the different elements within our structural costs. For example, depreciation and amortization expense largely is associated with prior capital spending decisions. On the other hand, while labor costs do not vary directly with production volume, manufacturing labor costs may be impacted by changes in volume, for example when we increase overtime, add a production shift or add personnel to support volume increases. Other structural costs, such as advertising or engineering costs, do not necessarily have a directly proportionate relationship to production volume. Our structural costs generally are within our discretion, although to varying degrees, and can be adjusted over time in response to external factors.

We consider certain structural costs to be a direct investment in future growth and revenue. For example, increases in structural costs are necessary to grow our business and improve profitability as we expand around the world, invest in new products and technologies, respond to increasing industry sales volume, and grow our market share.

Cost of sales and Selling, administrative, and other expenses for full-year 2016 were \$138.8 billion. Our Automotive segment's material and commodity costs make up the largest portion of these costs and expenses, representing in 2016 about two-thirds of the total amount. Structural costs are the largest piece of the remaining balance. Although material costs are our largest absolute cost, our margins can be affected significantly by changes in any category of costs.

Key Economic Factors and Trends Affecting the Automotive Industry

Currency Exchange Rate Volatility. The U.S. Federal Reserve raised its policy interest rate in December 2016, a move which has been accompanied by an upward shift in longer term interest rates since November 2016. The related shifts in capital flows have contributed to downward pressure on both developed and emerging market currencies globally. In some emerging markets, that pressure is aggravated by low commodity prices, high inflation, or unstable policy environments. Additionally, the yen, euro and pound have depreciated as a result of monetary policy easing by the central banks in those markets, as well as ongoing Brexit negotiations in Europe. The weak yen, in particular, adds significant potential downward pressure on vehicle pricing across many markets globally. In most markets, exchange rates are market-determined, and all are impacted by many different macroeconomic and policy factors, and thus likely to remain volatile. However, in some markets, exchange rates are heavily influenced or controlled by governments.

Excess Capacity. According to IHS Automotive, an automotive research firm, the estimated automotive industry global production capacity for light vehicles of about 125 million units exceeded global production by about 32 million units in 2016. In North America and Europe, two regions where a significant share of industry revenue is earned, excess capacity as a percent of production was an estimated 7% and 21%, respectively, in 2016. In China, the auto industry also witnessed excess capacity at 48% of production in 2016, as manufacturers compete to capitalize on China's future market potential. According to production capacity data projected by IHS Automotive, global excess capacity conditions could continue for several years at an average of about 39 million units per year during the period from 2017 to 2021.

Pricing Pressure. Excess capacity, coupled with a proliferation of new products being introduced in key segments, will keep pressure on manufacturers' ability to increase prices. In North America, the industry restructuring of the past few years has allowed manufacturers to better match production with demand, although Japanese and Korean manufacturers also have capacity located outside of the region directed to North America. In the future, Chinese and Indian manufacturers are expected to enter U.S. and European markets, further intensifying competition. Over the long term, intense competition and excess capacity will continue to put downward pressure on inflation-adjusted prices for similarly-contented vehicles in the United States and contribute to a challenging pricing environment for the automotive industry. In Europe, the excess capacity situation was exacerbated by weakening demand and the lack of reductions in existing capacity, such that negative pricing pressure is expected to continue for the foreseeable future.

Commodity and Energy Price Changes. The price of oil has increased since late 2016 as oil producing nations agreed to modest output reductions, although the average oil price for the year was below the 2015 level. Other commodity prices have begun to increase as well, with continued volatility likely. Over the longer term, commodity prices are likely to trend higher given expectations for global demand growth.

Vehicle Profitability. Our financial results depend on the profitability of the vehicles we sell, which may vary significantly by vehicle line. In general, larger vehicles tend to command higher prices and be more profitable than smaller vehicles, both across and within vehicle segments. For example, in North America, our larger, more profitable vehicles had an average contribution margin that was about 135% of our total average contribution margin across all vehicles, whereas our smaller vehicles had significantly lower contribution margins. In addition, government regulations aimed at reducing emissions and increasing fuel efficiency may increase the cost of vehicles by more than the perceived benefit to the consumer. Given the backdrop of excess capacity, these regulations could dampen contribution margins.

Trade Policy. To the extent governments in various regions erect or intensify barriers to imports, or implement currency policy that advantages local exporters selling into the global marketplace, there can be a significant negative impact on manufacturers based in markets that promote free trade. While we believe the long-term trend is toward the growth of free trade, we have noted with concern recent developments in a number of regions. In Asia Pacific, for example, the recent dramatic depreciation of the yen significantly reduces the cost of exports into the United States, Europe, and other global markets by Japanese manufacturers. Over a period of time, the emerging weakness of the yen can contribute to other countries pursuing weak currency policies by intervening in the exchange rate markets. This is particularly likely in other Asian countries, such as South Korea. As another example, government actions in South America to incentivize local production and balance trade are driving trade frictions between South American countries and also with Mexico, resulting in business environment instability and new trade barriers. We will continue to monitor and address developing issues around trade policy.

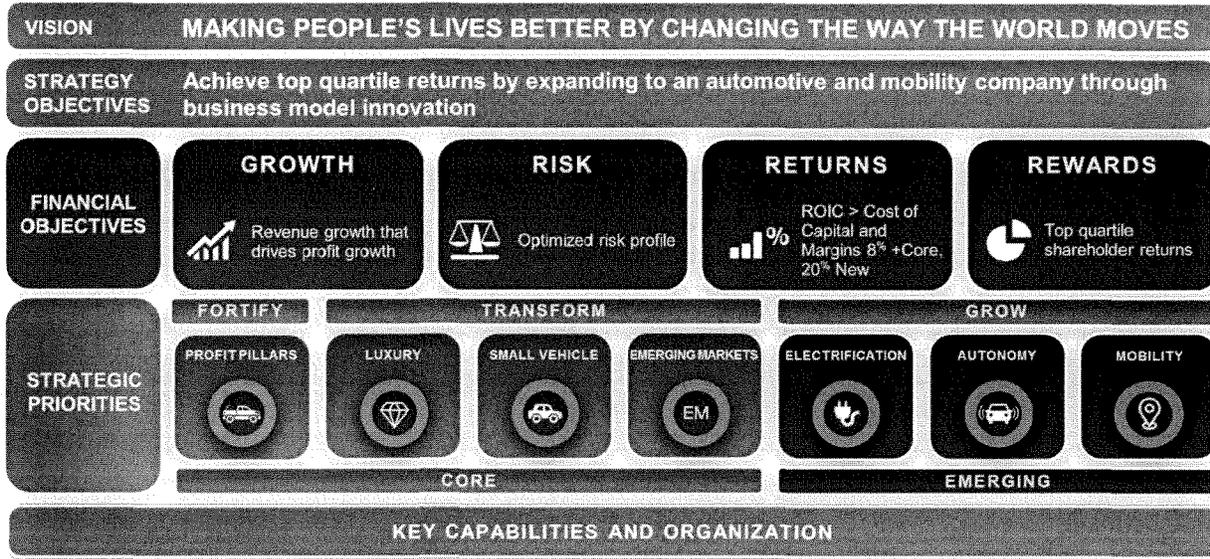
Other Economic Factors. During 2016, mature market government bond yields and inflation were lower than expected. Although in recent months interest rates have risen, and deflation risks have receded somewhat, this is occurring against a backdrop of loose monetary policy, particularly in Europe and Japan. At the same time, government deficits and debt remain at high levels in many major markets. The eventual implications of higher government deficits and debt, with potentially higher long-term interest rates, may drive a higher cost of capital over our planning period. Higher interest rates and/or taxes to address the higher deficits also may impede real growth in gross domestic product and, therefore, vehicle sales over our planning period.

For additional information on our assessment of the business environment, refer to the "Outlook" section below.

Trends and Strategies

In 2016, we updated our vision and strategy to reflect our expansion to be an automotive and mobility company. Our strategy is to deliver top quartile shareholder returns through automotive and high-growth mobility businesses. We are doing this by focusing on the strategic priorities in both our core business and emerging opportunities that will fortify, transform, and grow our business.

FORD'S STRATEGIC FRAMEWORK



Fortifying the Profit Pillars

The profit pillars are the foundation and underlying strength of Ford. We are focused on keeping these areas strong and we intend to strengthen them further through new innovations that will continue to address the needs of our customers.

Trucks, Vans, and Commercial Vehicles. F-Series has been the U.S. truck leader for 40 years. We plan to strengthen our truck leadership with the 2018 model year new F-150, which will feature new powertrains, including our first diesel for F-150, and will be equipped with advanced connectivity to provide even more productivity for our customers. In 2020, F-150 will be available in a hybrid version that will improve capability, productivity, and fuel efficiency. The new Super Duty is off to a strong start, with high average transaction price and mix. And for the second year in a row, we are the commercial vehicle leader in Europe. We saw strong performance around the world in 2016 from our Ranger mid-size pickup. In 2019, Ranger will be joining F-150 and Super Duty in North America, expanding our pickup portfolio in our largest market.

Utilities. We will introduce an all-new aluminum-body Expedition in 2017 with new capability. We also plan to introduce five other all-new utilities through 2020, including an all-new Bronco and an all-new fully electric utility vehicle that will have an expected range of at least 300 miles.

Performance Vehicles. We are on track to deliver 12 new performance vehicles by the end of the decade, including the all-new Raptor and Ford GT. Mustang will be available in a hybrid version by 2020, delivering V-8 equivalent power with greater low-end torque.

Ford Credit. Ford Credit remains a strategic asset to our automotive business around the world, delivering class-leading services.

Ford Customer Service Division. Our parts and service business continues to grow, including a significant expansion of Quick Lane globally, adding to customer satisfaction and owner loyalty.

Transforming the Underperforming Parts of the Business

In addition to fortifying our profit pillars, we are transforming the underperforming parts of our business.

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Luxury. Sales for Lincoln were up 24% globally and tripled in China in 2016, and Lincoln is being recognized for product appeal, quality, and customer satisfaction. We are strengthening the Lincoln product portfolio with the Continental flagship launched in 2016 and the all-new aluminum-body Navigator to be launched in 2017. We will continue to evaluate further opportunities to improve returns on capital in the Lincoln business.

Small Vehicles. Small vehicles in developed markets is an area of challenge. We have repositioned and capped capacity for the next generation Fiesta in Europe and underpinned it with an attractive value entry, our KA+, made in India from a low-cost operation. We are producing the EcoSport mini utility for Europe and North America in low-cost manufacturing locations. To match capacity with demand, we have cancelled our plans to build a new plant in Mexico and will instead build the next-generation Focus at an existing plant in Mexico.

Emerging Markets. We exited Indonesia and Japan in 2016, given the lack of a clear path to sustained profitability in these markets. In ASEAN, we returned to a profit in 2016, while in Russia, the business improved substantially in 2016, with further improvement expected in 2017. Similarly, in South America, we expect results to improve in 2017 as economic conditions begin to turn around. In our Middle East & Africa operations, we also expect results to improve in 2017 as we work to strengthen our distribution, particularly in the Middle East. We achieved significant year-over-year growth in production in India in 2016, driven primarily by strong exports. Despite the growth, India remains a significant challenge; we will continue to work this year to evaluate alternative business models for this large and growing emerging market.

Growing with Investments in Emerging Opportunities

We are driving for leadership in three key emerging opportunity areas—electrification, autonomy, and mobility. In each area, we are leveraging the strengths of our core business, as well as synergies across the three areas.

Electrification. In the area of electrification, we are focusing on our profit pillars of trucks, vans, commercial vehicles, utilities, and performance vehicles to provide more to our customers—more capability, more productivity, and more performance—in addition to better fuel economy. We have 13 new electrified products we plan to bring to market by 2020. These include hybrid versions of the F-150 and Mustang, a new Transit Custom plug-in hybrid in Europe, an all-new fully electric small SUV with an estimated range of at least 300 miles, and two new electrified police vehicles.

Autonomy. We continue to make progress in the area of autonomy. We announced in 2016 our intention to produce a high-volume, dedicated, level 4 autonomous vehicle in 2021 for ride sharing applications in a “geo-fenced” area. We have made progress toward this objective with a new-generation Fusion Hybrid autonomous development vehicle. It demonstrates the advancement of Ford’s in-house hardware and software engineering efforts. In 2016, we expanded our autonomous test fleet from 10 to 30 vehicles. In 2017, we plan to further expand the fleet and begin testing in Europe.

Mobility. We are developing mobility services and related business models that are designed to reduce transportation congestion and increase transportation capacity in crowded cities. These cities need more flow, but, at the same time, they need to reduce congestion and they need to reduce pollution. We are moving quickly to develop partnerships with major cities to co-create solutions for congestion. The Ford Smart Mobility team is deploying innovative solutions to support both shared and owned business models, while aggressively developing new products and services. In 2016, Ford Smart Mobility LLC acquired Chariot, a demand responsive shuttle company that operates in two U.S. cities and has plans to expand to eight cities by the end of 2017, including a city outside the United States.

F-SERIES, BEST SELLING TRUCK IN THE U.S.
40 YEARS IN A ROW

Super Duty 2017 Motor Trend Truck of the Year

ACQUIRED CHARIOT,
A CROWD-SOURCED
SHUTTLE SERVICE

*Plans to expand to eight cities
by the end of 2017*

ANNOUNCED INTENT
TO BUILD A FULLY
AUTONOMOUS
VEHICLE FOR RIDE
SHARING IN 2021

*Launched next-generation
Fusion Hybrid autonomous
development vehicle*

RECORD FULL-YEAR
PROFIT IN EUROPE

ON TRACK TO DELIVER 12 NEW PERFORMANCE
VEHICLES BY THE END OF THE DECADE



Go Further

Ford Motor Company - One American Road - Dearborn, MI 48126
corporate.ford.com

GLOBAL LINCOLN
SALES UP 24%
YEAR-OVER-YEAR

*Sales up 10% in U.S. and
nearly triple in China*

SOLD A RECORD
1.27 MILLION
VEHICLES IN CHINA

Sales up 14% in 2016

13 NEW ELECTRIFIED
VEHICLES WITHIN
THE NEXT FIVE YEARS

*This includes fully electric small
SUV with estimated range of
at least 300 miles*

BEST-SELLING BRAND IN THE UNITED STATES
FOR THE SEVENTH STRAIGHT YEAR



Printed in U.S.A. 10% post-consumer waste paper.
Ford encourages you to please recycle this document.

Tab B

This is Exhibit "B" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017

A handwritten signature in cursive script that reads "Melody Burke". The signature is written in black ink and is positioned above a horizontal line.

Δ Commissioner, etc.

From: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=AMBER JESSUP548]
Sent: 1/5/2017 9:51:54 AM
To: Konrad Hammel [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Khammel]
Subject: RE: question for Ford transition

Hi Konrad,

BlackBerry employees are encouraged to strongly consider their offer from Ford. If an employee declines the offer, BlackBerry will assess internal redeployment opportunities within Mobility Solutions or other areas of BlackBerry, where possible.

Thanks,

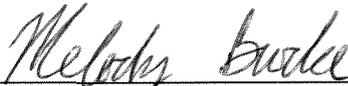
From: Konrad Hammel
Sent: Thursday, January 5, 2017 9:45 AM
To: Amber Jessup <ajessup@blackberry.com>
Subject: question for Ford transition

Does BBRY have an official story/answer for what the situation will be for people who do not accept the offer from Ford?

Thank-you,
Konrad Hammel
Manager, WLAN Software Development
Office: +1 (519) 888-7465
Mobile: +1 (226) 808-8674
khammel@blackberry.com

Tab C

This is Exhibit "C" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017

A handwritten signature in cursive script that reads "Melody Burke". The signature is written in black ink and is positioned above a horizontal line.

A Commissioner, etc.

From: Dev Jugdeo [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DJUGDEO]
Sent: 12/16/2016 4:04:12 PM
To: 'dellio38@ford.com' [dellio38@ford.com]; jostrow7@ford.com
Subject: Future Placement at Ford
Attachments: Dev Jugdeo - CV.DOCX

Hello Jeff and Doron,

I hope you both are doing well, Jeff we met and spoke during the town hall session when you were in Mississauga. Myself and Calum Tsang were speaking with you about our role at BlackBerry and how that transfers to a group within Ford. (Senior Product Management)

Recently, my colleagues (and myself) were contacted by the CV&S group at Ford under Doug VanDagens. His team has scheduled meetings with my team members (Jason Larock, Calum Tsang and myself) to interview us to potentially be part of their group. (My meeting is scheduled for Monday)

I would like to also share my CV with you as well in the hopes that it can be shared more broadly across the organization in the case that another team may better fit the experience and responsibilities of a Product Manager at BlackBerry.

As mentioned during our brief chat, I have worked with Doron for almost 5 years on connectivity related topics and worked with many if not almost all automotive companies in the past as well. (please see experience under Technical (Relationship) Product Manager on CV)

I have also heard of a Future feature planning group that exists that may also fit with product management responsibilities. (I do apologize if that name is not correct)

Ultimately my goal is to ensure that the Ford teams understand the scope of what product managers do and is represented correctly to the right people.

Please find attached my CV for review. I would be happy to get on a call to discuss things further or answer any questions you may have.

Thank you for your time and appreciate your help.

Kind Regards,

Dev Jugdeo
Senior Product Manager
Experience Planning & Core Capability-3
Office: +1 (519) 888-7465 x 15186
Blackberry: +1 (647) 921-1631
djugdeo@blackberry.com
BlackBerry Limited

 **BlackBerry**

Tab D

This is Exhibit "D" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=ZRACZ]
Sent: 12/12/2016 3:40:39 PM
To: Taylor, Stuart (S.) [stayl151@ford.com]
Subject: RE: I formally accepted the Ford offer

Stuart,

While we only met a few times in person, I definitely feel that you and I will have a very good working relationship. And if I can deliver as per my ambition, we may aspire towards an "excellent" relationship.

I learned that, you are open and very pragmatic, which is what I like in a boss.

While I am in the learning phase and adapting to ensure that I fit your style of management, please give me the constructive criticism to ensure there is no misalignment.

Best regards,
Zoltan

From: Taylor, Stuart (S.) [mailto:stayl151@ford.com]
Sent: Monday, December 12, 2016 3:35 PM
To: Zoltan Racz <zracz@blackberry.com>
Subject: RE: I formally accepted the Ford offer

By far the best news of the day, I am really looking forward to working with you

From: Zoltan Racz [mailto:zracz@blackberry.com]
Sent: Monday, December 12, 2016 3:17 PM
To: Gray, Charles (E.) <cgray5@ford.com>; Taylor, Stuart (S.) <stayl151@ford.com>
Cc: Monastra, Chuck (C.P.) <cmonastr@ford.com>
Subject: I formally accepted the Ford offer

Gentlemen,

A few minutes ago I sent to Alyssa and Chuck M. my acceptance of the offer you made me last Thursday.

As I have indicated all along, I am very excited to join Ford, specifically EESE and work on what I believe are unique opportunity projects in this very dynamic automotive space.

I feel confident, based on the information we have so far and how things are shaping up, that I can help this Silver team deliver as per your expectations.

I will push this team hard to exceed your expectations, and we will try to assure you through our progress and results that the investment you made in this team will reap the expected benefits to Ford's future car programs.

Also, please let me know how I can help with the rest of the Silver team transfer process.

Cheers,
Zoltan

Tab E

This is Exhibit "E" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Dominic Peluso [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DPELUSO]
Sent: 12/13/2016 1:56:22 PM
To: smajer@ford.com
Subject: Questions regarding offers to BlackBerry employees

Hello Steve,

Allow me to introduce myself. My name is Dominic Peluso and I was one of a few lucky BlackBerry employees to receive an offer from Ford last week when Chuck Manostra and Chuck Gray visited our site (I'm located in Ottawa). I am also a people leader with ~35 direct reports who were notified that they will face a decision in the new year ☺.

Since the visit last week, I've been gathering a list of questions from my employees related to the Ford opportunity and I committed to help facilitate how we forward those questions onto Ford.

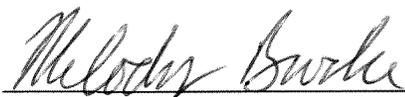
I was wondering whether you would be the right person for me to interface with around these questions or whether you prefer to refer me to someone on your team, or whether it is best that I funnel questions through our HR rep here at BlackBerry. Either way is fine with me. I can appreciate that many of the questions would be answered once employees have formal offers in hand in January but the upcoming holidays will provide a lot of time for folks to think and so I suspect they are anxious for as much information as possible heading into the break.

Thanks in advance for the guidance,
Dominic

Dominic Peluso
Tel: 613-595-4435
Mobile: 613-240-4398
dpeluso@blackberry.com

Tab F

This is Exhibit "F" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017



A Commissioner, etc.

From: Colin Ho [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=COLINHO]
Sent: 12/15/2016 1:11:07 AM
To: Gray, Charles (E.) [cgray5@ford.com]
CC: Monastra, Chuck (C.P.) [cmonastr@ford.com]; Taylor, Stuart (S.) [stayl151@ford.com]
Subject: Re: Colin Ho re: hiring touch point
Attachments: Ford offer analysis.xlsx

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 [REDACTED] 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

Tab G

This is Exhibit "G" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=VKUSUMAKAR]
Sent: 12/12/2016 6:05:54 PM
To: Andree, Alyssa (A.) [aandree@ford.com]
CC: Monastra, Chuck (C.P.) [cmonastr@ford.com]
Subject: RE: Clarifications to better understand the offer - Vilok Kusumakar

Thanks. Looking forward to responses and discussion. I would also like to provide some additional information about myself to help make the accountability level decision.

I have following strengths which help me contribute towards Ford's success at the right accountability level.

- #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 I have the breadth of skills to handle SYNC, ECG or any other SW project when required.
- #3 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.
- #4 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.
- #5 I am energized, motivated and committed and ready to take on challenges
- #6 I have significant experience in building great SW organizations and hire and develop great people.

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: Andree, Alyssa (A.) [mailto:aandree@ford.com]
Sent: Monday, December 12, 2016 9:28 AM
To: Vilok Kusumakar <vkusumakar@blackberry.com>
Cc: Monastra, Chuck (C.P.) <cmonastr@ford.com>
Subject: RE: Clarifications to better understand the offer - Vilok Kusumakar

Good morning Vilok,

Thank you for your questions. We will pull together responses for each of them and respond all at once. Some are quick and easy but others will require me to get with some other stakeholders, I will set up time for us to discuss as soon as possible.

Thank you for your patience.

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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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.

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 [REDACTED]. 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 [REDACTED]. 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 H

This is Exhibit "H" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017



A Commissioner, etc.

From: Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=VKUSUMAKAR]
Sent: 12/15/2016 12:53:27 PM
To: Gray, Charles (E.) [cgray5@ford.com]; Andree, Alyssa (A.) [aandree@ford.com]
CC: Monastra, Chuck (C.P.) [cmonastr@ford.com]
Subject: RE: Update
Attachments: Vilok Kusumakar Ford Offer Dec 15 2016.pdf

Thank you for the updated offer. I accept the offer. Please see signed agreement attached.
I am excited and motivated to join Ford and contribute to Ford's success..

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: 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

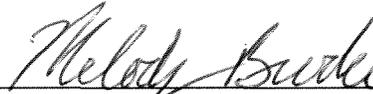
Vilok, for our phone conversation..

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

Tab I

This is Exhibit "I" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017



A Commissioner, etc.

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,

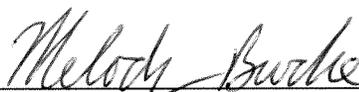
Alyssa Andree | HR Business Operations - Marketing, Sales & Service
Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J 5E4
Phone: 905.845.2511 x1118 | Email: aandree@ford.com

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Tab J

This is Exhibit "J" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Majer, Steven (S.) [smajer@ford.com]
Sent: 12/13/2016 8:07:18 PM
To: Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=dmartin]
CC: Gray, Charles (E.) [cgray5@ford.com]; Taylor, Stuart (S.) [stay1151@ford.com]; Andree, Alyssa (A.) [aandree@ford.com]; Majer, Steven (S.) [smajer@ford.com]
Subject: Re: BlackBerry Employment Offer
Importance: High

Daryl,

Thank you for your patience. My apologies for the delayed response. Please see below for the answers to your questions.

Steve Majer

Vice President, Human Resources, Ford of Canada
 Phone 905-845-2511, ext. 1165; dialnet 853-1165
 e-mail: 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: 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?
 - a. Ford offices are not closed on Family Day, however, employees are given one "Floating Holiday" per year in lieu of Family Day. The Floating Holiday may be taken at any time of the year as agreed to between the employee and their Supervisor, including on Family Day.
- 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?

- a. We appreciate your service with Blackberry and the compensation and vacation package you received from Ford is a recognition of that experience and service
- b. You are joining a new company and your Ford service date will be March 1, 2017

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?

a. 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. 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.

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.

- a. The decision has been made to waive the three (3) month probationary period for Silver employees. Employees receive severance in accordance with Employment Standards Act. Since you have been an employee in good-standing at BlackBerry, we do not expect this to be a likely scenario.
- b. Large scale separation programs are not the norm at Ford; we have not had a reduction in force since 2009
- c. If business needs require a reduction in force, service is only one of several components used, following specific business requirements and individual performance
- d. We understand your concerns and are confident that you'll have a long, productive career with Ford

5) Are there any patent bonus programs at Ford? If so, could you please provide details?

- a. 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

6) Can you please confirm that any development work done outside of work hours, in my own personal time, will be owned by Ford?

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.

b. 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) 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 [REDACTED] 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

 Please speak to your Blackberry HR Business Partner for information relating to your Blackberry bonus eligibility.

 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.

8) The signing bonus agreement document does not mention the extra [REDACTED] to buy out my stock at BlackBerry but it is in the job offer. Is this intentional or just a mistake?

 Thank you, that was a mistake. Your signing bonus and stock offering have been adjusted. Paperwork will be shared with you on December 14th.

9) Is there a company cell phone plan that I would be able to apply for?

 Ford Motor Company provides a company cellular phone and service to selected employees, subject to the Company Cell Phone Policy.

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?

 Correct. The hiring bonus is paid in accordance with the Signing Bonus Agreement which specifies in section 3 that if employment terminates prior to one year for any reason other than death or a Ford workplace reduction program, the signing bonus is to be repaid to Ford.

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?

 Yes this is correct. You are provided with \$3900 Flex dollars per year, and may purchase up to 10 days of vacation as one of the Flex dollar options, at a cost of a flat \$250/day. The only restrictions are that purchased vacation days must be used prior to using any regular vacation time, vacation time taken must be scheduled with your Supervisor, purchased vacation cannot be carried over to the following calendar year.

12) Would you be able to share a job description?

 A meeting is being set up with you on Wednesday, December 14 with Ford Motor Management to discuss further

13) Can you share an org chart? What group would I be working in? Who would my boss be?

 A meeting is being set up with you on Wednesday, December 14 with Ford Motor Management to discuss further

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.

 An LL6 is the first level of management within Ford's organizational structure. They typically supervise employees or possess high-level technical expertise in their field. 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.

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.

 A meeting is being set up with you on Wednesday, December 14 with Ford Motor Management to discuss further

Additional Questions:

- 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?
 - a. Yes, we will send an updated job offer to reflect this location.
- 2) Can you please share details on the annual review process for the merit increase?
 - a. 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.
 - b. 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 allocations.
- 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.
 - a. Yes, this is the current benefits booklet. The plan was implemented in 2009, and the last update to it (to improve Dental reimbursement) was in 2013.
- 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?
 - a. Yes, see page 20 of the benefits booklet. For employee and dependents, the Ford plan covers charges for an insulin pressure injection device (excluding disposable cartridges) or an insulin pump (including supplies) up to a maximum of \$1,000 every 5 years when used in lieu of needles and syringes. If the dependent is a child less than 18 years with Type 1 diabetes, the coverage is up to \$5,500 once every 5 years up to maximum of 250/month.
- 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..
 - a. In the event of termination of employment, benefits continuation would be provided through the statutory notice period under the Employment Standards Act. For example, four weeks of notice and benefit continuation for those with four years but less than five years of service with Ford.

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.

We understand your concerns and are setting up meetings for you to further discuss this role with Ford Management tomorrow, December 14.

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
<image008.png>

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Tab K

This is Exhibit "K" referred to in the
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A handwritten signature in cursive script that reads "Melody Brooke". The signature is written in black ink and is positioned above a horizontal line.

A Commissioner, etc.

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



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: 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 (where X is [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?

 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.

 Please speak to your Blackberry HR Business Partner for information relating to your Blackberry bonus eligibility.

 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.

 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?

 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 [REDACTED] weeks is shorter than my current [REDACTED] weeks, between flex dollars, company holidays and the floating holidays I believe that covers any difference and more. Definitely appreciate this.

 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?

 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.

 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?

 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?

 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).

 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.

 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

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.

 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?

 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).

 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?

 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 L

This is Exhibit "L" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Joey Benedek [jbenedek@blackberry.com]
Sent: 1/6/2017 9:54:04 AM
To: Martin Cietwierkowski [mcietwierkowski@blackberry.com]
Subject: RE: letter from JC

Hey Man,

Nothing is a guarantee, but I do believe the intention is to help people find opportunity in the building if they decline.

My recommendation? Be open about your intentions with HR and Adam. Make sure you get clarity from everyone.

Good luck!

Joey

From: Martin Cietwierkowski
Sent: Friday, January 6, 2017 9:50 AM
To: Joey Benedek <jbenedek@blackberry.com>
Subject: letter from JC

Morning Joey,

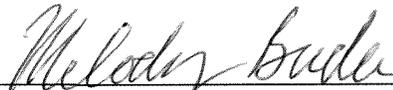
Is this:

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

A guaranteed way for me to get on the QNX business?...

Tab M

This is Exhibit "M" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Matthew Stephenson [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=MASTEPHENSON]
Sent: 1/6/2017 9:34:31 AM
To: Andrew Mackie [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=914c70e1-eeb1279c-852570b5-63f2d6]; Lan Long [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=llong]; Ranjit Vijayan [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=rvijayan]; Faisal Kamran [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=fkamran]; Colin Kemdjokeng [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=ckemdjiokeng]
Subject: Job Comparison
Attachments: Job Scorecard.xlsx
Importance: Low

Hi,

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 it if you wish and let me know if there is something I have forgotten.

Matt

Matthew Stephenson
Automation Test Developer II
Office: (613) 595-3433
Mobile: (613) 447-5378
mastephenon@blackberry.com
BlackBerry PIN: 5A04D762

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	A	B	C	D
1	Item	BlackBerry	Ford	Winner
2	Base			
3	Bonus Percentage			
4	RRSP Matching	5%		
5	Stock	██████████		
6	Pension	0		
7	Savings	0 - TFSA available		
8	Signing Bonus	0		
9	Vacation	█		
10	EOY Shutdown	2		
11	Personal Days	0		
12	Stat Days	10		
13	Mandatory Vacation	-1		
14	Total Vacation	█		
15	Severance	██████████		
16	Benefits	Paid		
17	Phone	Provided		

	E
1	Notes
2	
3	VIP
4	
5	
6	
7	
8	
9	Assuming 4 weeks
10	
11	
12	
13	December 30th
14	Vacation + Personal + EOY + Stats - Mandatory Vacation
15	
16	
17	Cost ~ \$600/yr

Tab N

This is Exhibit "N" referred to in the
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sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Leonard Lehrer [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=LLEHRER]
Sent: 1/6/2017 9:05:39 AM
To: GSTE - Test Managers [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GSTE - Test Managers7a9]
CC: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]
Subject: FW: Mobility Solutions BU Changes – Additional Context

This email is meant to help employees understand on-going activities. I'll chat with each of you 1-1 about this. For anyone on Silver who is uncertain about taking the Ford opportunity, I suggest they consider the email below carefully.

From: John Chen
Sent: Friday, January 6, 2017 8:47 AM
Subject: Mobility Solutions BU Changes – Additional Context

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

Dear Colleagues,

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

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

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

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

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

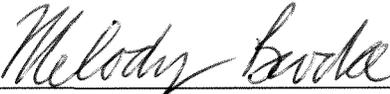
I am very grateful for all of the hard work, commitment and contributions that you have given to BlackBerry. I wish everyone the best for the future, whether that is at BlackBerry, Ford, TCL or elsewhere.

Sincerely,

John Chen

Tab 0

This is Exhibit "O" referred to in the
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sworn before me, this 2nd day of
October, 2017



A Commissioner, etc.

From: Dominic Peluso [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DPELUSO]
Sent: 1/6/2017 1:44:24 PM
To: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]
Subject: Re: Questions for BB HR

Nah. I'll pop by when I'm back. Thanks.

Sent from my BlackBerry - the most secure mobile device

From: ajessup@blackberry.com
Sent: January 6, 2017 1:43 PM
To: dpeluso@blackberry.com
Subject: RE: Questions for BB HR

We can have a call if you want today? Much easier than answering each of these, but if that is your preference I can do that as well.

From: Dominic Peluso
Sent: Friday, January 6, 2017 1:43 PM
To: Amber Jessup <ajessup@blackberry.com>
Subject: Re: Questions for BB HR

Back next Thursday but ok :)

Sent from my BlackBerry - the most secure mobile device

From: ajessup@blackberry.com
Sent: January 6, 2017 1:41 PM
To: dpeluso@blackberry.com
Subject: RE: Questions for BB HR

Hi Dominic,

Please come see my Monday and I can answer your BB questions now (well most of them).

Thanks,

From: Dominic Peluso
Sent: Tuesday, December 13, 2016 11:52 AM
To: Amber Jessup <ajessup@blackberry.com>; Rebecca Graham <rebgraham@blackberry.com>
Subject: Questions for BB HR

Amber/Rebecca,

As promised, questions coming in from my team (admittedly, the questions below will also help understand my options too)...although some of these questions can be reasonably answered (by me☺), it would be good to have HR directly confirm. I've added my perspective of why the employee may be asking. More questions will likely come.

Policy questions:**How will BlackBerry reconcile unused vacation (carry-over + 2-month accrual)?**

- Will it be paid-out or transitioned to Ford?

What is the plan for existing coops, what about new coops starting in January?

- DP comment → we have two coops under Khaled extended until April + 1 more starting in January (reporting into Andy at this time).

Will employees accepting Ford offers be required to resign from BlackBerry in writing?

- Will they need to provide a resignation letter?

Will employees accepting offers lose their owed VIP payout for FY17 (considering these special circumstances)?

- DP comment → employees feel they are owed this since BlackBerry is the one initiating this transaction.

Benefits:

- **Does current insurance coverage end on Feb 28? When is the deadline to claim expenses incurred before Feb 28?**
- PSA (SunLife Personal Spending Account): regarding the \$150 value, do we need to claim an amount against this before Feb 28th...or lose this amount? Or so we have some time after Feb 28th? If so, how much time?
- HSA (SunLife Health Spending Account): for those employees who have allotted their extra SunLife flex credits to their HSA, do we get any unused value paid out to the employee valued on the date of Feb 28th?
- Are Sun Life Benefits pro-rated? In other words, can we use in full some of the benefits (up to allowed limits) in the first two months of 2017?

RSUs:

- For RSUs vested, does the employee need to take action before Feb 28th?
- For unvested RSUs, are they forfeited as of March 1st?

What are the options for employees that decide NOT to accept Ford's offer?

- Understanding that this may vary case-by-case, will the specific options available to each individual employee be clear to the employee by the time Ford's offers arrive in mid-January?
- DP comment → Employees are expecting to make a decision based on the greatest amount of information available.

Can employees keep their phones and/or SIMs (transitioned ownership)? :

- DP comment → employees wondering about these special circumstances. Employees have commented on "why would BB even need that many"? response has been that these are BB assets that need to be returned. However, if special circumstances allow (even for a small fee), you may find some employees receptive...
- Regarding SIMs, when can we call the wireless operators to get the numbers transferred to our personal accounts if we choose to do so? Or are these numbers "BlackBerry" owned for a period of time?

Will Ford provide their own computing assets ?

- will employees be required to return existing equipment (including monitors, printers, etc.)?

What happens if the employee is on maternity/LOA during the offer period or during the transition time?

- DP comment → (this may be also a question for Ford, e.g. will start date be affected)

Do we need to call Amex to cancel corp card?**Guidance to support the employee's decision making (i.e. employees would like to leverage your expertise to ensure they are as "well-equipped" as possible):**

Can you summarize severance requirements with respect to the Ontario Employee Standards Act vs. what BlackBerry provides today?

- DP comment → Employees are trying to understand BlackBerry's policy vs their requirement as part of the ESA. People realize that BlackBerry provides additional compensation should the employment terminate. So people want an understanding of what minimum they can expect Ford to abide by (so they understand the security being lost).

Can you provide a checklist of items that the employee will need to consider for voluntary termination:

- Transition of equity, RRSP and other managed holdings
- Return of assets (devices, SIMs, laptop)
- Etc.

Dominic Peluso

Tel: 613-595-4435

Mobile: 613-240-4398

dpeluso@blackberry.com

Dominic Peluso

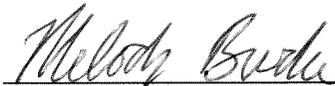
Tel: 613-595-4435

Mobile: 613-240-4398

dpeluso@blackberry.com

Tab P

This is Exhibit "P" referred to in the
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sworn before me, this 2nd day of
October, 2017

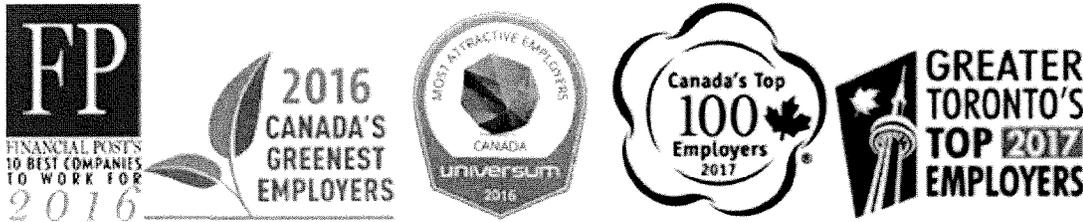


A Commissioner, etc.

From: Majer, Steven (S.) [smajer@ford.com]
Sent: 1/15/2017 9:38:47 AM
To: Rahul Trivedi [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Rtrivedi]
CC: Cook, Ron (R.A.) [rcook4@ford.com]; Majer, Steven (S.) [smajer@ford.com]; Andree, Alyssa (A.) [aandree@ford.com]
Subject: RE: Termination Provisions

Hello Rahul,
 It was good to see you again last week. Please see below in blue.

Steve Majer
 Vice President, Human Resources, Ford of Canada
 Phone 905-845-2511, ext. 1165; dialnet 853-1165
 e-mail: 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: Rahul Trivedi [mailto:rtrivedi@blackberry.com]
Sent: Thursday, January 12, 2017 6:50 PM
To: Majer, Steven (S.)
Subject: RE: Termination Provisions

Thanks a lot Steve. Just following up as we spoke with regards to the offer towards the end of the day today.

- 1) Just a reminder of the question about whether we are eligible to the merit increase for this year?
 - I believe you were trying to get a hold of Alyssa or Ron for confirmation.

Rahul, you are not eligible for a merit increase in 2017 but you will be next year. This year's merit was a consideration in your salary as offered.

- 2) We spoke about my concern and "sticking point" about the base pay in the offer with respect to my accountability increase at BlackBerry.
- The concern here, as I mentioned in our meeting, is that I was positioned for an increase in accountability level at BlackBerry this coming May which would have also increased my base pay. This would have promoted me to a **Senior Software Systems Developer** as opposed to a **Software Systems Developer II** entering my **8th year of service**.
 - Based on this, and the understanding that Ford has given me few other incentives to account for our tenure at BlackBerry, I was expecting a base pay increase of about [REDACTED] **from what I am currently at with BlackBerry**.
 - As the offer stands **right now, it is about a [REDACTED] increase** from my BlackBerry pay - [REDACTED]. I was expecting this offer to be [REDACTED] which is a difference of [REDACTED] in salary per year from the offer.
 - This gap is causing me to reconsider this offer and I'm hoping I can work something out with Ford

Rahul, we are not in a position to increase the salary as offered. We believe the salary to be very competitive. In discussions with BB HR, they indicated that the referenced promotion was a possibility rather than a probability and that a [REDACTED] increase would be unusual.

Overall, I am quite excited about the opportunity of working at Ford in a space that is growing, and, I'm quite pleased with the other aspects of this offer. The gap in the base salary between the offer and my expected number is the difference between me accepting the offer vs. me having to reconsider it. Hopefully something can be worked out in making this decision easier for me and having myself join the success at Ford.

Looking forward to your response and feedback on this. Thanks in advance.

Regards,

Rahul Trivedi
Systems Software Developer II
Office: +1 (519) 888-7465 x 15193
Mobile: +1 (647) 261-0986

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From: Majer, Steven (S.) [mailto:smajer@ford.com]
Sent: Thursday, January 12, 2017 5:03 PM
To: Rahul Trivedi <rtrivedi@blackberry.com>
Subject: FW: Termination Provisions

Steve Majer
Vice President, Human Resources, Ford of Canada
Phone 905-845-2511, ext. 1165; dialnet 853-1165
e-mail: 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: Belleghem-Grima, Kathy (K.)
Sent: Thursday, January 12, 2017 1:53 PM
To: Majer, Steven (S.)
Subject: Termination Provisions

Link to Pay in Lieu of Notice:
<https://www.labour.gov.on.ca/english/es/pubs/guide/termination.php>

Severance for those with 5 or more years of service:

<https://www.labour.gov.on.ca/english/es/pubs/guide/severance.php>

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Tab Q

This is Exhibit "Q" referred to in the
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October, 2017



A Commissioner, etc.

From: Alex Kornilovsky [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=AKORMILOVSKY]
Sent: 1/16/2017 11:37:26 AM
To: aandree@ford.com
Subject: Employment offer

Hello Alyssa,

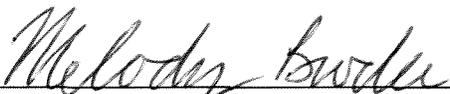
It was a pleasure to meet you on the occasion of such an exciting opportunity!

I've looked through the offer and did not find mentioning the location to work (sorry, I should have asked about that). I presume no relocation will be required, and I am offered a position within the city of Waterloo, am I correct?

Thank you,
Alex Kornilovsky

Tab R

This is Exhibit "R" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Richard MacKay [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=RICHARD MACKAYAEF]
Sent: 1/18/2017 2:09:33 PM
To: Monica Soliguin [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=mosharma]
Subject: RE: Ford offer
Attachments: smime.p7s

I don't see any problem if your return date is June 6. Whatever works for you.

Thanks,

Richard

From: Monica Soliguin
Sent: Wednesday, January 18, 2017 12:57 PM
To: Richard MacKay <rmackay@blackberry.com>
Subject: Re: Ford offer

Just FYI, HR told me that all unused vacation will be paid out to me after maternity leave has ended. So that means the 15 days from last year plus anything accrued from now until May.

I will still likely need a week or two after mat leave just to make sure I've secured daycare since I hadn't planned on being back by then. I may return earlier than the previously slated June 6. I will let you know once I find out about child care and also let Ford HR know.

Talk soon,
Monica

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

From: mosoliguin@blackberry.com
Sent: January 17, 2017 4:06 PM
To: rmackay@blackberry.com
Subject: Re: Ford offer

Thanks I appreciate it !

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

From: rmackay@blackberry.com
Sent: January 17, 2017 4:02 PM
To: mosoliguin@blackberry.com
Subject: RE: Ford offer

I'll forward you some slides on general benefits, but, don't forward to anyone else.

From: Monica Soliguin
Sent: Tuesday, January 17, 2017 3:32 PM

To: Richard MacKay <rmackay@blackberry.com>
Subject: Re: Ford offer

Thanks Richard that makes sense to me ... yes Ron said a later start date is fine. My offer states it's applicable for 18 months from when mat leave ends. I will ping Amber and see what she says about vacation payout.

There are meetings today and tomorrow to go over company info and benefits... I wish I was able to attend but can't guarantee it due to issues finding childcare for my infant. So, if there's any info that can be passed through email please send it along. I'm in touch with Shiva as well. I'll let you know about start date once that's settled.

Thanks ! Exciting stuff !

Monica

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

From: rmackay@blackberry.com
Sent: January 17, 2017 3:27 PM
To: mosoliguin@blackberry.com
Subject: RE: Ford offer

Great to hear you are liking the offer.

Hi Monica,

For general case, I have been told by BB HR that they would pay out for any unused carry over vacation. This applied for cases where carry over vacation was 5 days or less. I would think in your case that they would pay out for the full 15 days, but, definitely check with HR.

I doubt you will be able to take your 15 days of BB vacation, but, if you are wanting a later start date than May 12, then you should request this from Ford. If BB pays you out for that vacation though, you might be able to take days with no pay since you got paid up front anyway.

Call me if it's not clear, but, these are all questions that I can't definitely answer. ☺

Thanks,

Richard

From: Monica Soliguin
Sent: Tuesday, January 17, 2017 3:19 PM
To: Richard MacKay <rmackay@blackberry.com>
Subject: Ford offer

Hey Richard

Just wanted to let you know I received the Ford offer today. It's above and beyond generous , I will definitely be accepting.

My maternity leave officially ends May 12, and they have this as my start date. However, I had 15 vacation days from BlackBerry I was going to carry over and use immediately. Do you know what happens with this vacation time if not used? Ron told me I can begin whenever I want basically, but to check with you about how BlackBerry might be handling unused vacations, or if I can still use it, etc. I can pose this to HR if you need. My return to work date was slated for June 6 after the 15 vacation days.

Thanks!

Monica

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

Tab S

This is Exhibit "S" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017



A Commissioner, etc.

From: Ann-Marie Petr [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=APETR]
Sent: 1/19/2017 1:20:59 PM
To: Adrienne Lee [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=acornell]
Subject: RE: Good luck today!!

Ya Robin told me that your titles were different and then I checked your linkedins and thought it was strange as well. They said that was the hardest part because our systems are so different. Robin will still be my manager so I suspect she will end up in the leadership grade, which makes sense. She has her meeting shortly or maybe is there now 😊

I am really happy about everything. All the little benefits questions don't really matter for the most part. I am just curious since it is all so different and new. I really love the idea of a pension. I am sure I will work until at least 55 so I have 15 more years that I can put in somewhere... if not longer! We meet with our financial advisor in a couple weeks to get all organized and I guess then I will find out what is a reasonable goal. We have by far NOT topped up our RRSPs over time and our mortgage isn't close to done so I feel so behind but, at the same time, we could be worse off. The pension is just like a little extra perk!

From: Adrienne Lee
Sent: Thursday, January 19, 2017 1:18 PM
To: Ann-Marie Petr <apetr@blackberry.com>
Subject: RE: Good luck today!!

Hahaha. yep. That's also my title. I'm a Senior Engineer, Quality Systems.

It's hilarious, and I asked Ford HR how the job titles were established. I'm by no means an engineer and I have no background or formal education as an engineer beyond the basics that I've learned over the years here!

Kieran's title makes more sense for me as a Quality Analyst. He's actually an engineer!

From: Ann-Marie Petr
Sent: Thursday, January 19, 2017 1:14 PM
To: Adrienne Lee <alee@blackberry.com>
Subject: RE: Good luck today!!

Oh, and I think we all got different titles. Well, I don't know Robin's yet. But mine is Senior Engineer, SQA.

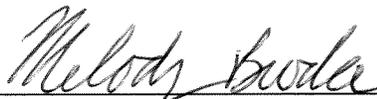
From: Adrienne Lee
Sent: Thursday, January 19, 2017 12:50 PM
To: Ann-Marie Petr <apetr@blackberry.com>
Subject: Good luck today!!

Hope you are happy with your offer!!

Adrienne Lee
Sr. Quality Manager
Devices Quality – In-Market
Anywhere: (519) 597-7851
*** BlackBerry. Secured. Protected. Connected.

Tab T

This is Exhibit "T" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Mike Kim [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=MJONGYOONKIM]
Sent: 1/20/2017 11:26:28 AM
To: aandree@ford.com
Subject: [REDACTED] - Mississauga BlackBerry

Hello Alyssa,

My name is Mike Kim, a Mississauga employee at BlackBerry, and I've got the offer letter last week. I'm so excited about this new opportunity, and have a quick question about the grade I got, [REDACTED].

I'm not sure about the levels at Ford, but I was told that [REDACTED] is a senior level which is same as E at BlackBerry. Correct? If that's the case, I was wondering if there is any possibility Ford could reconsider my level with my experiences at BlackBerry as below. I'm not expecting to get a senior level at Ford, but I would like to know if there is any possibility that Ford could re-consider my level as [REDACTED] at least. Please let me know if you need any references as well.

- I have worked at BlackBerry for 10 years, and I've worked as senior level although my current level at BlackBerry is [REDACTED]
- The reason my current level is [REDACTED] is not because of my skills. Every year, my managers got laid off, and there was no window to be promoted for 4 years.
- As you can check my performance reviews at BlackBerry, the following reviews from my previous managers prove my skills.

2013 Rating - Exceeds Expectations

SUMMARY Mike has had an outstanding year, delivering numerous components necessary to meet all of the team's obligations for PlayBook and BlackBerry 10 support. His technical skills are unparalleled and his contributions have directly positively impacted productivity and BlackBerry's overall success. Mike's strong relationship skills have been demonstrated both internally through the mentorship provided to students and colleagues and the interactions with external stakeholders. Mike is a top performer on the team and has a very bright future and I will be looking to him to drive many of the team's upcoming initiatives.

2014 Rating - Exceeds Expectations

I have thoroughly enjoyed working with Mike from the first day I met him. His expertise and knowledge are unparalleled, and he continues to impress me on a daily basis with his hard work, exemplary work ethic, and willingness to ensure that his team and the company succeed. Despite all of the challenges we have faced over the past year, Mike's largely positive "can do" attitude has earned him the respect of his management, colleagues, and stakeholders. The key to Mike's continued success will lie in the area of flexibility. I look forward to working with Mike on our new initiatives over the coming year.

2015 Rating - Exceeds Expectations

Mike's knowledge of the stakeholder and their business processes allowed him to once again be forward thinking about how the tool should be implemented, and sure enough, it was praised by all users when we finally delivered it to production. The ability to so accurately assess the needs and requirements of our stakeholders is something I would expect of someone in an E-level position.

He not only succeeded in this endeavor, but he did so with virtually no assistance or guidance from me, which actually allowed me to focus on larger scale initiatives. The level of ownership he demonstrated, his commitment to doing an outstanding job, and the effort he put into independently executing on his objectives are traits I would only expect out of a high-performing [REDACTED] level employee.

2016 Rating -Meets Expectations

As Mike's manager during this past year, there were no opportunities to consider Mike for a promotion. If the opportunity is available, he should strongly be considered for one. He will be moving into a team which is pure SW development which is different than the way tool and admin groups are measured. Best of luck Mike in the future and I know you will continue to be a great asset to BlackBerry.

Regards,
Mike

Mike (Jongyoon) KIM
Applications Software Developer II
Office: 519-888-7465 x)15525
Mobile: 519-498-0640
mjongyoonkim@blackberry.com
 **BlackBerry.** Secured. Protected. Connected.

Tab U

This is Exhibit "U" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Amit Bansal [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=ABANSAL]
Sent: 1/17/2017 7:59:26 PM
To: aandree@ford.com
Subject: Ford opportunity:- Amit Bansal

Hello Alyssa

It was a pleasure meeting Steve on Monday here in Waterloo and discussing the opportunity at Ford. After reviewing the offer in detail, I wanted to touch base with you on a couple of concerns. Noting that this won't be a merger type of scenario, I am losing my almost 10 year tenure at Blackberry with regards to some of the points below.

SSIP vesting after 5 years:- it is mentioned in the offer letter that Ford's portion of SSIP matching only vests after 5 years of service. Is there something that can be done considering the rich tenure at Blackberry and reduce the SSIP vesting period.

No RSUs:- Can Ford do something about providing reasonable RSUs to make offer more competitive.

Termination:- Through my 10 years of job at Blackberry, I had almost 6 months of safety net of severance in case of termination by Blackberry. While I can see that all the management at Ford is excited and putting all the effort to attract people, layoff is something that we all at Blackberry have lived for last 6 years and a safety cushion in the form of severance was always in the back of my mind giving me some breathing room to wait for correct opportunity in case of job cut. I wanted to touch base with you to see if you can modify the sign-on bonus from current [REDACTED] weeks salary or so to [REDACTED] weeks?

Please let me know at the earliest what can be done as my offer reply date is set for Tuesday 24th Jan.

Thanks in advance
Amit Bansal

Tab V

This is Exhibit "V" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Jing L Li [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=JINGL]
Sent: 1/24/2017 5:00:41 PM
To: aandree@ford.com
Subject: RE: Ford offers - next steps

Hello Alyssa,

Thanks for your kindness and the great offer from Ford. I will accept it and am looking forward to returning the signed papers to you.

Jing Li

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

Bcced to all Silver Ottawa team,

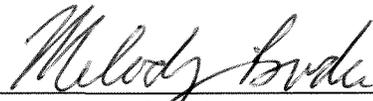
I got a number of questions on the "next steps" and decided to send everyone on Silver in Ottawa a message. In terms of next step on offers, this is what the expectation from Ford is:

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

Best regards,
Zoltan

Tab W

This is Exhibit "W" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Su Liang [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=SU LIANG]
Sent: 1/25/2017 9:25:12 AM
To: aandree@ford.com
CC: Su Liang [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Su Liang]
Subject: Offer accepted..

Alyssa,

After I reviewed the offer, I easily made my mind to join the Ford.

I am looking forward to working with all my Ford colleagues to make next generate Ford cars a successful story.

Best Regards

Su Liang

Tab X

This is Exhibit "X" referred to in the
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October, 2017


A Commissioner, etc.

From: Jeffrey Kenney [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=JEFFREYK]
Sent: 1/26/2017 10:24:38 AM
To: aandree@ford.com
Subject: Just a short note to say I'm exciting to join up!

Hi Alyssa!

I thought I'd just drop you a wee note to let you know that I've happily decided to accept Ford's offer! Looking forward to seeing you tomorrow to drop off the paperwork.

Cheers and thanks again for the great opportunity!

Jeffrey

Tab Y

This is Exhibit "Y" referred to in the
Affidavit of REBECCA GRAHAM
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October, 2017


A Commissioner, etc.

From: Jie Mao [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=JMAO]
Sent: 1/26/2017 10:30:12 AM
To: aandree@ford.com
Subject: FORD job offer

Dear Alyssa Andree,

This is Jie Mao at BlackBerry. I truly appreciate the opportunity to work at FORD, and would like to accept the position of Senior Developer, Software Drivers. I will hand in the signed offer letter tomorrow.

I am excited and looking forward to making positive contributions to FORD. Thank you.

Best Regards,
Jie Mao

Tab *Z*

This is Exhibit "Z" referred to in the
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sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Greg Larocque [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=GLAROCQUE]
Sent: 1/26/2017 4:34:02 PM
To: aandree@ford.com
Subject: Ford offer

Hi Alyssa,

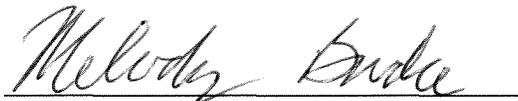
I will enthusiastically be accepting the Ford offer.

Regards,
Greg

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

Tab AA

This is Exhibit "AA" referred to in the
Affidavit of REBECCA GRAHAM
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October, 2017


A Commissioner, etc.

From: Angela Deng [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ANGELA DENG]
Sent: 1/27/2017 10:37:34 AM
To: aandree@ford.com
Subject: Ford Offer

Hi Alyssa,

I'm glad and excited to inform you that I have decided to accept Ford's offer with the given job and benefits. And I'm going to drop off all signed papers today.

I'm looking forward to serving as a part of the big Ford family! Thanks!

Cheers.

Angela Deng
Software Test Specialist II
Office: +1 (613) 595-3205
Mobile: +1 (613) 290-5781
adeng@blackberry.com

 **BlackBerry.** Secured. Protected. Connected.

Tab BB

This is Exhibit "BB" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Andree, Alyssa (A.) [aandree@ford.com]
Sent: 2/3/2017 11:43:36 AM
To: Keith Russell [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Keith Russellb5c]
Subject: RE: Acceptance of offer

Hi Keith,

Thank you for your note, we are very excited to have the Silver team join Ford of Canada and are very pleased that you chose to do so! I am glad to hear that the experience was less stressful, I fully understand that this is a difficult decision for you.

Look forward to working with 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

From: Keith Russell [mailto:kerussell@blackberry.com]
Sent: Friday, February 03, 2017 11:31 AM
To: Andree, Alyssa (A.)
Subject: Re: Acceptance of offer

Hi Alyssa,

Now that the dust has settled I just wanted to thank you for being so positive. Under the circumstances you had every right to be robotic and/or cranky. Thanks for not being that and making the entire experience decidedly less stressful.

Cheers,
Keith

From: Keith Russell <kerussell@blackberry.com>
Date: Wednesday, January 25, 2017 at 09:25
To: "aandree@ford.com" <aandree@ford.com>
Subject: Acceptance of offer

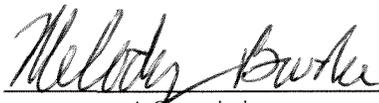
Hi Alyssa,

Apparently we were supposed to let you know when we made a decision. I had my mind made up before I left the meeting. I will be accepting the offer and will have the papers here on Friday.

Thanks,
Keith

Tab CC

This is Exhibit "CC" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017

A handwritten signature in cursive script that reads "Melody Burke". The signature is written in black ink and is positioned above a horizontal line.

A Commissioner, etc.

From: Yongchang Wang [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=YONWANG]
Sent: 1/26/2017 2:39:03 PM
To: aandree@ford.com
Subject: Ford offer accepted

Hi Alyssa,

Just let you know that I accept the offer. Ford is a great company and I enjoy the Silver work we are working at now.

Thanks,

Yongchang Wang

Tab DD

This is Exhibit "DD" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017

A handwritten signature in cursive script that reads "Melody Buola". The signature is written in black ink and is positioned above a horizontal line.

A Commissioner, etc.

From: Jeanne Xiao [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=JXIAO]
Sent: 1/25/2017 4:26:52 PM
To: aandree@ford.com
Subject: Offer acceptance from Jeanne Xiao Ottawa

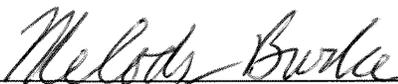
Hi Alyssa,

First thanks for your offering, I have gone through the details and made the decision. I would like to let you know in advance that I am going to accept the offer and will be glad to work for FORD.

Thanks
Jeanne Xiao

Tab EE

This is Exhibit "EE" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Shu-Lin Chen [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=SHUCHEN]
Sent: 1/25/2017 9:54:31 AM
To: aandree@ford.com
Subject: Ford offer for Silver

Hi Alyssa:

I have decided to accept Ford's offer. Thanks a lot for your help in the past few days.

Shu-Lin

Tab FF

This is Exhibit "FF" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Heather Patterson [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=HPATTERSON]
Sent: 1/25/2017 10:31:57 AM
To: Andree, Alyssa (A.) [aandree@ford.com]
CC: Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=zracz]
Subject: Accepting the Ford offer

Hi Alyssa,

I have decided to accept Ford's offer and have completed all the necessary documentation. As per below, I will not be in the office on Friday so I will give the package to Zoltan to pass along to you or your team.

It was a pleasure to meet with you last week and thanks for your quick response to my questions.

Thanks,

Heather

From: Andree, Alyssa (A.) [mailto:aandree@ford.com]
Sent: Tuesday, January 24, 2017 3:34 PM
To: Heather Patterson <hpatterson@blackberry.com>
Subject: RE: Questions re: submission of offer package

Heather,

Thank you for your email. We are asking you to provide both in the event that there are any concerns with the transfer of Blackberry to Ford data.

I am coming on Friday to collect the offers, however if you are not available please feel free to scan the documents to me, or leave the completed package with Zoltan.

Alyssa Andree | *HR Business Operations - Marketing, Sales & Service*
Ford Motor Company of Canada | The Canadian Road | Oakville, Ontario | L6J SE4
Phone: 905.845.2511 x1118 | Email: aandree@ford.com

From: Heather Patterson [mailto:hpatterson@blackberry.com]
Sent: Tuesday, January 24, 2017 2:58 PM
To: Andree, Alyssa (A.)
Subject: Questions re: submission of offer package

Hi Alyssa,

I have a couple of questions regarding the offer package:

- Do we need to provide/sign the "Consent and Direction" form in addition to the Payroll Banking Information form and void cheque? They seem redundant however there may be an alternative purpose for that which I don't understand.
- When / how will offer packages be returned to Ford? I forgot to ask this. Around the office, some are saying Friday however I had planned earlier to take Friday off as a vacation day.

Thanks,

Heather (Patterson)

613-595-3553

Tab GG

This is Exhibit "GG" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017

A handwritten signature in cursive script that reads "Melody Budka". The signature is written in black ink and is positioned above a horizontal line.

A Commissioner, etc.

Date: Friday February 14, 2017

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

FEB 27 2017

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 Tuesday February 14, 2017. My last BlackBerry working day will be Tuesday February 28, 2017.

Employee Name (print): Anusha Rostam *Anusha Rostam*

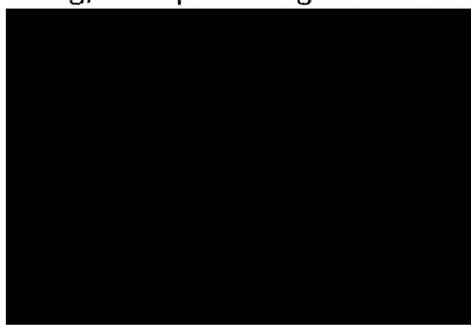
Signature: *Anusha Rostam* Anusha Rostam (signed electronic signature)

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

Personal Email:

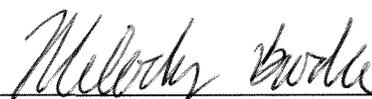
Home Address:

Home Phone:



Tab HH

This is Exhibit "HH" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

Minh Mai
139 Willow Creek Circle
Ottawa, ON
K2G 7A8

Feb 15th, 2017

BlackBerry Limited
4701 Tahoe Blvd.
Mississauga, ON, Canada
L4W 0B5

RE: Resignation from the role of System Software Developer

Dear Mr. Pizzolon,

Please accept this letter as my formal resignation from my role as a Software System Developer at Blackberry Mississauga office. The resignation will be in effect on March 1st, 2017.

Sincerely,



Minh Mai

Tab II

This is Exhibit "II" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017

A handwritten signature in cursive script that reads "Melody Knoda". The signature is written in black ink and is positioned above a horizontal line.

A. Commissioner, etc.

Date: Feb 14th, 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 Motor Company of Canada.

With this letter, I am submitting my resignation from my employment with BlackBerry effective February 28th, 2017. Please note that this resignation is contingent on me receiving full-time employment with Ford Motor Company of Canada. If the offer stands and I am officially accepted by Ford Motor Company of Canada to start work on March 1st, 2017, my last working day at BlackBerry will be February 28th, 2017.

Employee Name (print): Balamurali Murugiah

Signature:

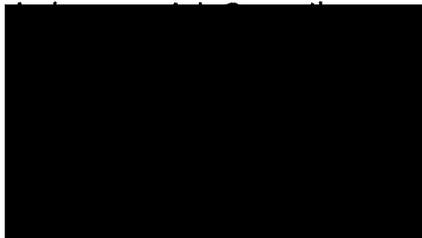


(For contacts necessary after employment termination date, including tax information forwarding, I am providing the below personal information.)

Personal Email:

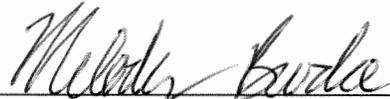
Home Address:

Home Phone:



Tab JJ

This is Exhibit "JJ" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=VKUSUMAKAR]
Sent: 2/17/2017 4:22:15 PM
To: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]
CC: Vilok, Mukul Kasumakar [vilok@hotmail.com]
Subject: RE: ACTION REQUIRED: Transition to Ford

Please be informed that I have accepted an offer of employment with Ford as part of the Silver project as of Mar 1st 2017.

Therefore I am informing you that I will be transferring to Ford and not coming to work at BlackBerry after Feb 28 2017.

My last BlackBerry working day will be Feb 28 2017.

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: Amber Jessup
Sent: Thursday, February 2, 2017 11:51 AM
Subject: ACTION REQUIRED: Transition to Ford

Good Morning

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

This email will cover the process for:

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

Written confirmation of resignation

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

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

Post-employment obligations

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

Your Equipment: IT and device collection process

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

Primary BlackBerry device and phone number

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

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

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

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

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

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

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

Expenses

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

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

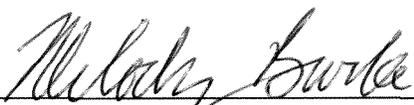
Thank you,

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

BlackBerry. Secured. Protected. Connected.

Tab K

This is Exhibit "KK" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Amber Jessup [ajessup@blackberry.com]
Sent: 2/27/2017 4:42:47 PM
Subject: Transition to Ford: Important Information
Attachments: Benefits Information Letter_Canada.pdf

Congratulations on your new position with Ford. This letter acknowledges your acceptance of employment with Ford starting on March 1, 2017, confirms the February 28, 2017 effective date of your resignation from BlackBerry and summarizes the details of final payments owing, benefits information, and ongoing obligations.

Salary and Vacation Pay

Your employment with BlackBerry continues through February 28, 2017 and you will receive all salary and accrued vacation pay until that date.

Employee Benefits

All group benefit coverage which was available to you prior to your acceptance of Ford employment has continued while you remain employed by BlackBerry. You should receive an email with information on converting your life insurance and healthcare benefits. If you don't receive this email prior to your last day worked, you will receive a package in the mail within two weeks from your last day on benefits. Sun Life will send you information on your options for your RRSP Account.

Equity and Employee Share Purchase Plan

If applicable, your rights with respect to any stock option and/or Restricted Share Unit (RSU) awards will continue to be governed by terms of the applicable Plan document. If you have any questions regarding the application of the Plan(s), please email EquityAward@blackberry.com.

If you own BlackBerry shares through the BlackBerry Employee Share Purchase Plan (ESPP), you will need to access your Solium Shareworks account and indicate how you would like to receive your proceeds.

- You will have 90 days from the date BlackBerry employment ceases to sell your shares or transfer them to an alternate broker of your choice.
- At the end of 90 days any residual shares that remain in your account will be sold and a cash payment, equal to the net proceeds of the sale of your shares, will be issued as a cheque. Your cheque will be mailed to the address recorded on file with Solium.

Note: You are required to comply with applicable securities laws prohibiting trading while in the possession of material non-public information regarding BlackBerry.

If you have any questions, please contact Solium at help@solium.com. Support hours are 8:00am EST to 8:00pm EST and the contact number is 1-877-380-7793 (Canada & USA).

Expenses

You will be reimbursed for any allowable business expenses incurred up to and including your last day of active service. If you wish to claim any such eligible business expenses, please submit an expense report within 7 days of the date of this letter.

Vacation Pay and Other Outstanding Amounts Owing

If there is any pro-rated vacation pay or other outstanding amounts owing to you to date, this will be paid to you following your last working day. In the event that you have used more vacation than was accrued for the worked portion of the calendar year, any excess vacation usage will be deducted from your final pay.

Variable Incentive Pay (ViP) Program (IF APPLICABLE)

Under the terms of the Program, departing employees would not normally be eligible for ViP because employees must be on payroll at time of payment. In recognition of the special circumstances of the acceptance of an offer of employment from Ford, however, all employees who have resigned from BlackBerry and are starting employment with Ford on March 1 and who are covered by the ViP Program will be eligible to receive ViP payment, if any ViP award is granted to Mobility Solutions employees who choose to remain at BlackBerry.

Sales Incentive Pay (SiP) Program (IF APPLICABLE)

SiP payments will be made to all eligible employees who work through February 28 at the normal time.

Legal Holds

During the course of your employment, you may have been the subject of one or more legal holds requiring you to, among other things, preserve documents relating to litigation involving BlackBerry. If this applies to you, you remain subject to the legal hold.

Confidentiality and Ongoing Obligations

We would like to remind you of your ongoing obligations to BlackBerry, which survive the end of your employment.

You will continue to be bound by BlackBerry's Business Standards and Principles which you acknowledged during your employment with BlackBerry. BlackBerry's Business Standards and Principles (BS&P) continues to apply to its former employees. The BS&P provides as follows:

Your obligation to safeguard BlackBerry confidential or proprietary information continues after you are no longer a BlackBerry employee. You may never disclose BlackBerry confidential or proprietary information after you leave, unless you have BlackBerry's consent to do so.

BlackBerry Intellectual Property May Not Be Used At Ford

Please note that upon your termination of employment from BlackBerry you are not entitled to use (i) any BlackBerry developed software, technology and other intellectual property (inventions, patents, know-how and proprietary information, including that which you developed as a BlackBerry employee) unless licensed by Ford; (ii) any third party technology licensed by BlackBerry, unless also licensed by Ford; and (iii) any equipment owned by BlackBerry unless purchased or leased by Ford. You are not entitled to access any BlackBerry internal systems after your termination from BlackBerry, unless access is granted via separate agreement with Ford.

Return of Company Property and Retrieving Your Personal Belongings and Information

Ford is a new and separate employer than BlackBerry. All BlackBerry property must be returned to BlackBerry prior to your final day at BlackBerry. You will be provided further instructions regarding mobile devices and laptop computers.

If you have any questions or require clarification of any of the matters in this letter, please contact your HR Business Partner. We wish to thank you for your contribution to BlackBerry and extend to you our best wishes for the future.

Sincerely,

Amber Jessup
HR Business Partner Manager
Office: +1 (519) 888-7465 x 13055
Mobile: (613) 290-8217
ajessup@blackberry.com

Tab L

This is Exhibit "LL" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017



A Commissioner, etc.

From: Graham Eaves [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=GEAVES]
Sent: 1/28/2017 1:21:39 PM
To: Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=vkusumakar]
Subject: Silver opportunities

Hi Vilok,

I came by a few times Friday but wasn't able to catch up with you. I know Cori has talked to you in the past about me possibly coming over to Silver. I told Cori, and Liam who I now report to, that I have been looking around for new opportunities this past month. The search is progressing well with good opportunities both internally and externally. Now I understand there have been a few rejected offers on Silver and that Ford has requested more people possibly opening up opportunities there too. Liam has offered for me to explore Silver and possibly shop me around so I just wanted to let you know that I am interested.

Maybe once you have things figured out we can meet to discuss where you're looking to fill holes and see if there is a good fit.

Anyway I just wanted to talk to you directly to get the ball rolling although I imagine Cori has already helped to get things rolling.

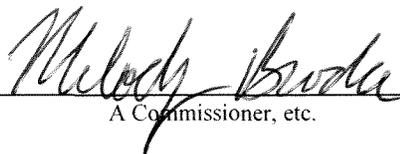
Anyway have a good weekend and hopefully we get a chance to talk next week.

Thanks
Graham

Sent Using BlackBerry Software, the World's Most Secure Mobility Solution.

Tab M

This is Exhibit "MM" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Dylan Yohan [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DYLAN YOCHAN870]
Sent: 2/8/2017 11:48:51 AM
To: Andree, Alyssa (A.) [aandree@ford.com]
Subject: RE: Ford of Canada Offer
Attachments: Ford Application.pdf

Hi Alyssa,

Please find attached the requested documentation to complete my acceptance of employment and application at Ford. As discussed previously, I do not have my SIN card with me in Waterloo but I will send it early next week, after I pick it up from Toronto over the weekend. If this is needed sooner then please let me know and I will try to get it over the week.

Thank you once again for the opportunity to work at Ford.

Regards,

Dylan.

From: Andree, Alyssa (A.) [aandree@ford.com]
Sent: Monday, February 06, 2017 5:21 PM
To: Dylan Yohan
Subject: RE: Ford of Canada Offer

Dylan,

Thank you for the note, we are very excited to have you join the Ford team! We can definitely wait on the SIN card if you don't have access to it immediately.

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: Dylan Yohan [mailto:dyohan@blackberry.com]
Sent: Monday, February 06, 2017 5:08 PM
To: Andree, Alyssa (A.)
Subject: RE: Ford of Canada Offer

Hi Alyssa,

Thought I should drop you a quick note to let you know of my intention to accept your offer of employment at Ford. I am very pleased with the offer and thank you very much for the opportunity. Unfortunately, I could not finish all the paper work today to make it formal today, but hope to get it to you either tomorrow, or in the case this winter ice storm alert turns out to be serious, on Wednesday. Also, my Social Insurance Card may still be in Toronto, so I may need to send the photocopy of it later on this week. I hope that this is okay with you.

Regards,

Dylan.

From: Andree, Alyssa (A.) [aandree@ford.com]
Sent: Friday, February 03, 2017 2:41 PM
To: Dylan Yohan
Subject: RE: Ford of Canada Offer

Dylan,
My apologies, I neglected to update the language regarding offer expiration. I will not be onsite to collect your offer next week. Please find attached, updated offer.

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: Dylan Yohan [mailto:dyohan@blackberry.com]
Sent: Friday, February 03, 2017 1:36 PM
To: Andree, Alyssa (A.)
Subject: RE: Ford of Canada Offer

Thanks Alyssa. I will go through them this weekend and get back to you.

Regards,

Dylan.

From: Andree, Alyssa (A.) [aandree@ford.com]
Sent: Friday, February 03, 2017 1:07 PM
To: Dylan Yohan
Subject: Ford of Canada Offer

Dylan,

Thank you for taking the time to talk with me today. I have attached your offer of employment with Ford of Canada, as well as the corresponding documents.

If you could please confirm that you received this email, that would be appreciated.

Do not hesitate to contact me if you have any questions or concerns!

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

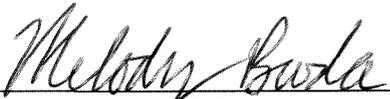
NOTICE OF CONFIDENTIALITY

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.

Tab N

This is Exhibit "NN" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]
Sent: 1/25/2017 4:10:12 PM
To: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]
Subject: FW: Employment at Ford

FYI

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>
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>
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

Tab 0

This is Exhibit "OO" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Alan Geue [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=AGEUE]
Sent: 2/17/2017 9:39:11 AM
To: Trevor Wiley [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Twileybb2]; TeamPhobos [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=TeamPhobos7c2]; Richard MacKay [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Richard Mackayae]; Shehryar Khan [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Shekhan]; Chris Medl [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Cmedl]; Angela Deng [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Angela Deng]
Subject: Re: BlackBerry sued by employees

Agreed. We were never told that we had resigned after signing the offers, and the resignation form letter didn't have the last day of employment specified. The fact is that we freely accepted an offer of employment from Ford, and just as would be the case if we accepted an offer from another company, we have to give our notice of resignation to our current employer.

And even if things were "arranged" in the background over the past few months, the employees did have a choice. If their severance entitlements and years of service were more important to them than the new job opportunity that was presented, they should have declined the offer.

This whole thing smells of greed.

From: Trevor Wiley <twiley@blackberry.com>
Date: Friday, February 17, 2017 at 7:46 AM
To: TeamPhobos <teamphobos@blackberry.com>, Richard MacKay <rmackay@blackberry.com>, Shehryar Khan <shekhan@blackberry.com>, Chris Medl <cmedl@blackberry.com>
Subject: Re: BlackBerry sued by employees

Well, loss of accumulated years of service and severance entitlements are certainly annoying, but I'm not following this argument:

The notice of claim said BlackBerry arranged to transfer those employees to Ford Canada in the fall of 2016, then informed them that they had resigned once they accepted employment with the company

I can see how someone might feel that these arrangements had been made for them and that they had only an illusion of choice, but that last bit doesn't sound at all right. Perhaps the actual lawsuit says things differently and this is an inaccurate paraphrase.

And this:

The employees were given resignation letters and stipulated their last date of employment, the suit said.

I complained that the resignation letter didn't have the date filled in for me!

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

From: cmedl@blackberry.com
Sent: February 17, 2017 7:31 AM
To: teamphobos@blackberry.com; rmackay@blackberry.com; shekhan@blackberry.com
Subject: Re: BlackBerry sued by employees

I'm off today and so cannot participate in workplace discussion. My first thought is that this lawsuit is somewhat unsettling. I'm curious what everyone's viewpoints are.

Sent Using BlackBerry Software, the World's Most Secure Mobility Solution.

From: shekhan@blackberry.com
Sent: February 16, 2017 7:00 PM
To: teampobos@blackberry.com; rmackay@blackberry.com
Subject: BlackBerry sued by employees

In case you haven't heard...

<http://www.cbc.ca/news/canada/ottawa/blackberry-employees-class-action-lawsuit-1.3986344>
<http://www.durhamregion.com/news-story/7145262-blackberry-class-action-launched-by-employees/>

Sheh

Tab P

This is Exhibit "PP" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Amber Jessup [ajessup@blackberry.com]
Sent: 2/23/2017 1:02:06 PM
To: Rebecca Graham [rebgraham@blackberry.com]; Jennifer Mascarin [jmascarin@blackberry.com]; Lisa Carswell [lcarswell@blackberry.com]
Subject: RE: Nita Request: EE Feedback

Hi Rebecca,

Richard Mackay said he wanted to hand in his resignation letter in order to distance himself from what transpired last week.

Dominic Peluso said that he has had a number of employees come to him asking what they can do to remove themselves from the lawsuit. He also said that felt that there were others in his team who were directly involved in the suit. Dominic himself stated he did not want to be part of the suit. I did not ask Dominic for the specific names of the employees that had come to him.

Thanks

From: Rebecca Graham
Sent: Wednesday, February 22, 2017 11:58 PM
To: Amber Jessup <ajessup@blackberry.com>; Jennifer Mascarin <jmascarin@blackberry.com>; Lisa Carswell <lcarswell@blackberry.com>
Cc: Rebecca Graham <rebgraham@blackberry.com>
Subject: Nita Request: EE Feedback
Importance: High

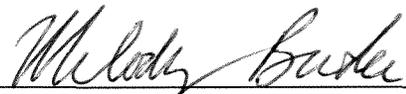
Hi All,

In my report to Nita on silver I highlighted that some employees have expressed an interest in distancing themselves from those involved in the lawsuit. Can you please send me a list of those you spoke with who feel this way? If you heard from a leader, are you able to get the list of employees that have approached him/her? I need to report back to Nita ideally tomorrow.

Thanks ladies,
Bec

Tab Q

This is Exhibit "QQ" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Darrell Wellington [dawe@syntronic.com]
Sent: 1/17/2017 11:47:49 AM
To: David Parker [david.parker@hotmail.ca]
Subject: Re: contract automation services

Hi David,

Nice to hear from you, are you still at BlackBerry and contemplating leaving?

I guess you are thinking that you would start your own company and Syntronic would be a potential customer? We do some automation but I don't think we would have much need to bring in a consultant. I think we would be more likely to hire someone as an employee. I haven't come across too many people looking to outsource that, there are a couple companies that do just that, I think Avera and Ray Robichaud or something like that.

Hope that provides some information for you, good luck!
Darrell

From: "David Parker" <david.parker@hotmail.ca>
To: dawe@syntronic.com
Sent: Tuesday, January 17, 2017 9:38:47 AM
Subject: contract automation services

Hi Daryl,

I hope things are well with you and yours. It has been awhile since we have spoken so I hope you don't mind that I asked Suavek for your contact info and that I am now contacting you.

The reason behind my correspondence is that I am trying to evaluate the feasibility of going into business for myself by way of offering contract automation services to local tech companies. This would most likely involve automating lab test needs, but could also involve other automation needs as well.

Would you be able to comment as to whether or not this is something that Syntonic might have a use for?

Thanks
David

Sent from Outlook

Faint, illegible text at the top of the page, possibly bleed-through from the reverse side.

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Faint, illegible text on the right side of the page.

Faint, illegible text in the lower middle section of the page.

Faint, illegible text on the right side of the page.

Faint, illegible text at the bottom of the page.

Faint, illegible text on the right side of the page.

From: David Parker [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DPARKER]
Sent: 1/12/2017 7:14:32 AM
To: Edwin Llanos [llanosedwinm@gmail.com]
Subject: Re: Hey

Sounds good.

Safe trip back.

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

From: llanosedwinm@gmail.com
Sent: January 11, 2017 9:16 PM
To: dparker@blackberry.com
Subject: Re: Hey

I'd like that but it will have to wait utilities the Japan issues slow down.

Expect I may come back and go again a few times.

Edwin

Sent from my iPhone

On Jan 12, 2017, at 10:24, David Parker <dparker@blackberry.com> wrote:

Might finally get a chance to make use of "Linked in". :-)

Hope all is well with you and your family Edwin. Perhaps we can do lunch when you get back.

David

Sent from my BlackBerry - the most secure mobile device

From: llanosedwinm@gmail.com
Sent: January 11, 2017 7:30 PM
To: dparker@blackberry.com
Subject: Re: Hey

Seems like you have a plan. The tough part is getting customer contacts

Edwin

Sent from my iPhone

On Jan 12, 2017, at 8:02, David Parker <dparker@blackberry.com> wrote:

Was thinking along the lines of automation services. Was actually thinking of having several different but parallel lines of work. Along with automation I have also been long considering starting a home repair business. So appliances, electronics, electrical, plumbing, etc... I have done most everything and seem to have a knack for it. That way I can be sure to keep income coming in if one area slows down.

For automation, I have quite a few contacts distributed across many tech companies, so thought this Avenue might be feasible.

Sent from my BlackBerry - the most secure mobile device

From: llanosedwinm@gmail.com
Sent: January 11, 2017 5:45 PM
To: dparker@blackberry.com
Subject: Re: Hey

Hi Dave

Actually I never travel. This is an exception. I'm based out of the Ottawa office but almost never go there since my primary customer is Ericsson Ottawa.

So most of my time is spent at the Ericsson Ottawa site and I do see Suavec frequently as he's also based there (though he's working for a different group).

Business for yourself but doing what? Design services ?

I can say the contracting (which is what I do at Syntronic) takes some getting used to. As a contractor you don't own anything and so never really see the big picture. Also, sometimes customers don't really have any idea if the scope of what they are asking for which can lead to problems. I don't see myself doing this for more than a few years.

But I'll say that I've never been bored:-)

Edwin

On Jan 12, 2017, at 7:25, David Parker <dparker@blackberry.com> wrote:

That sounds interesting, both wrt being in Japan as well as the fact that you are with Syntronic. Are you traveling much, or is this only once in while? I guess you are working out of the Ottawa office? Do you see Suave much?

Still with BlackBerry. I am still working doing thermal for the last BlackBerry designed device as design will be done by TCL going forward. Not sure about what my future will hold over the next while, but I have been toying with the idea of going into business for myself.

Sent from my BlackBerry - the most secure mobile device

From: llanosedwinm@gmail.com
Sent: January 11, 2017 4:29 PM
To: dparker@blackberry.com
Subject: Re: Hey

Hi Dave

No I'm now with Syntronic.

Actually at this very moment I'm in Japan for Syntronic as part of customer support for some demo units we designed. It's my first time this far East in the world.

How are you? I see your email address is still BlackBerry. Going to work on auto systems?

Regards,

Edwin

From: David Parker
Sent: Thursday, January 12, 2017 4:43 AM
To: Edwin Llanos
Subject: RE: Hey

Hi Edwin,

I was looking for an old email and came across our last correspondence. Can't believe that more than two years have gone by!

How are things? Are you still with the same start-up?

Cheers,
David

From: Edwin Llanos [<mailto:llanosedwinm@gmail.com>]
Sent: Monday, November 24, 2014 8:04 PM
To: David Parker <dparker@blackberry.com>
Subject: RE: Hey

Hi David:

I'm fine. The startup is trying to get some revenue out of all the streetlights out there ☺ Basically it's part of the Internet of Things, but not quite as simplistic as gathering data about each and every streetlight which seems to be such a big part of the Internet of Things.

Unfortunately, we still are unfunded so all 5 of us are not receiving a salary yet. Maureen and I have cut our expenses to the bone so that I can give this operation a few more months before I decide it's time to start looking again. Yes, I spend a lot of time working at the Regulus Solutions (that's the start-up's name – the website is useless so don't bother looking at it) ☺

Yes, I know about Meide. It's absolutely shocking and tragic and disturbed me to the core for weeks after I heard.

Are you having fun with Cristian (since he didn't get a seat on Council I assume he's back at work)?

Cheers,

Edwin

From: David Parker [<mailto:dparker@blackberry.com>]
Sent: November-24-14 10:17 AM
To: Edwin Llanos
Subject: RE: Hey

Hi Edwin,

It's been awhile so I thought I'd drop you a line. How are things? I heard from Runbo a little while ago that you joined a start-up. That's great, especially for someone with your level of dedication to work. Perhaps there you will get the recognition you deserve. What is it that you're trying to help "start-up"? ☺

I expect you heard about Meide?

Ciao
David

From: Edwin Llanos [<mailto:llanosedwinm@gmail.com>]
Sent: Thursday, July 10, 2014 11:02 AM
To: David Parker
Subject: RE: Hey

Thanks for your observations David. I had to smile when I read your comment about 'specific'.

I've never seen this site before -- but I think I don't research these topics enough on the internet.

You take care as well,

Edwin

From: David Parker [<mailto:dparker@blackberry.com>]
Sent: July-10-14 8:54 AM
To: Edwin Llanos
Subject: RE: Hey

It's very difficult for people to look at themselves and think "what do I have that would make a company want to bring me on board". I thought I might help you out here...

Personal Characteristics

1. Self-Motivation: definitely
2. Integrity: definitely
3. Dependability/Reliability: definitely
4. Optimism: mostly – but this was almost impossible at BlackBerry for a long time
5. Confidence: definitely
6. Calmness: mostly ☺
7. Flexibility: definitely

Business Characteristics

8. Industry Knowledge: definitely
9. Know When to Delegate: mostly – I always thought you should have farmed out more of your load
10. Organization: definitely
11. Basic Money Management: definitely
12. Business Hierarchy: definitely
13. Legal Implications: I think so, didn't have much exposure with you on this

Communication Qualities

14. Written Communication: definitely
15. Public Speaking: definitely – although I think it makes you a little uncomfortable in front of upper management
16. Constructive Feedback: definitely
17. Active Listening: mostly – your time limitations at BlackBerry didn't help with this
18. Specific: mostly – I found at times a little more specifics could have helped me – but you know I like details ☺
19. Organize Your Presentations: definitely

Relationship Qualities

20. Customer Service: definitely
21. Mediator: definitely
22. Team Player: definitely
23. Respect: definitely
24. Collaboration: definitely
25. Value Others: definitely

Hope this helps. I got the list of qualities from the following site:
<http://www.phdinmanagement.org/25-qualities-and-characteristics-of-a-good-manager.html>

Take care,
David

From: Edwin Llanos [<mailto:llanosedwinm@gmail.com>]
Sent: Wednesday, July 09, 2014 10:55 AM
To: David Parker
Subject: RE: Hey

Thanks for your kind words David.

Truth be told, I still haven't been able to put into words what my value to a company really is. When I read all my annual reviews and tried to write down what I did and how it benefitted the programs and the team, it felt like a bunch of meaningless gobbleygook (is that a word?).

I'm sure I will eventually be able to succinctly say what I bring to the table as a manager. I'd better, since I can't really be an efficient hands-on designer any longer.

Take care and don't burn yourself out,

Edwin

From: David Parker [<mailto:dparker@blackberry.com>]
Sent: July-08-14 10:24 PM
To: Edwin Llanos
Subject: Re: Hey

Things are settling to some extent, but I believe it is only due to the apparent shift in market perception towards BlackBerry. There has been nothing come down from the top to indicate that folks can feel confident about keeping their jobs. I just continue to keep my head down and hope for the best. Truth is I have more work than I can manage even with putting a stupid amount of overtime in.

I am glad you have been able to get away and unwind for a bit. Goodness knows you needed it. I hope the books you are reading center on how to take your life back and find peace. You always seemed so stressed. I would hate to see you back in the same boat again.

Perhaps what I am saying is a reflection of my own feelings towards what my career has led me too. I enjoy my work, I just wish there wasn't always more to do than what I have time for.

I know any company would be lucky to have you and you should be able to pick something that reflects what you want in life. Whatever it is, I wish the best for you and yours.

David

Sent from my BlackBerry 10 smartphone on the Rogers network.

From: Edwin Llanos
Sent: Tuesday, July 8, 2014 5:46 PM
To: David Parker
Subject: RE: Hey

Hi Dave,

My first week off was full of administrivia and then I went on vacation to PEI for a week and then took another week driving back through the US. So, ironically, I'm only just back in Ottawa ☺

The vacation was relaxing. But, now I'm starting the career search phase. I'm not updating my resume yet. Instead I'm starting to read a few books I purchased to help me sort out what options I should consider. I also am trying to decide if I want to go back to a senior management position; even though that's what my experience would imply I should do.

So it's a soul searching phase ☺ Its something I never had time to do at BlackBerry.

How are you? Are things at BlackBerry settling down now that the last quarter has passed by in a relatively upbeat manner?

Cheers,

Edwin

From: David Parker [<mailto:dparker@blackberry.com>]
Sent: July-08-14 11:17 AM
To: llanosedwinm@gmail.com
Subject: Hey

Hi Edwin,

Just thought I would drop you a line and say hello. I hope you are enjoying your time off!

Take care,
David

You don't have to know all the answers, just where to find them.

Tab R

This is Exhibit "RR" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Piniralph [piniralph@aol.com]
Sent: 2/7/2017 8:20:07 AM
To: Rebecca Graham [rebgraham@blackberry.com]
Subject: David Parker 1:1
Flag: Follow up

Hi Rebecca,

Below is a quick summary to the best of my recollection of the conversation with David Parker.

Ralph

David Parker during one of our town hall sessions in Ottawa asked a question in reference to Ford and options if one would remain a BlackBerry employee and ability to receive severance. We referred him to discuss with his manager/HR at the time (don't remember exactly how we responded) but I did meet with him for a few minutes after the town hall to understand his concerns. We discussed his tenure at BlackBerry and the different projects he was working on. His concern was about the recognition of the many years at BlackBerry and trying to understand if Ford would honor his seniority at BlackBerry. I indicated that Ford as a large company understands the need to provide competitive offers to attract talent and the industry has many different ways to compensate new hires and that he should give the process a chance.

I also discussed the new strategy at Mobility Solutions and the fact that we were well on our way to transition to be a much smaller Business Unit with special emphasis on developing secure software to support our Licensing programs. The old internally developed technologies were being off-boarded to TCL and outsourcing off-the-shelf solutions where possible. I did indicate that if he would not accept the Ford offer that he would remain a BlackBerry employee and that his manager would work with him to see what other positions could be available but we could not offer any assurances at the time.

Tab S

This is Exhibit "SS" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: David Parker [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DPARKER]
Sent: 12/14/2016 10:19:14 AM
To: Ralph Pini [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Ralf Pini]
Subject: Re: Position with licensing

Thanks Ralph

Sent from my BlackBerry - the most secure mobile device

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

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

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

Hi Ralph,

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

Thanks
David

Tab T

This is Exhibit "TT" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: David Parker [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DPARKER]
Sent: 2/2/2017 1:50:50 PM
To: Daddy Parker (david.parker@hotmail.ca) [david.parker@hotmail.ca]
Subject: FW: Position with licensing

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

David

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

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

Ralph

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

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

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

Sent from my BlackBerry - the most secure mobile device

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

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

Ralph

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

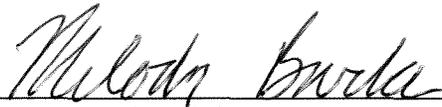
Hi Ralph,

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

Thanks
David

Tab U

This is Exhibit "UU" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.



Ford Motor Company of Canada, Limited
Ford du Canada Limitée

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

January 18, 2017

David Parker
4000 Innovation Drive
Kanata, ON K2K 3K1

Dear David,

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

Base Salary: Upon hire your base salary will be [REDACTED]

Signing Bonus¹: [REDACTED]

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

Annual Incentive Compensation Plan (bonus)²: You will be eligible to participate in the Company's Annual Incentive Compensation Plan (AICP) with a pro-rated bonus for service in 2017 provided you have commenced your employment with Ford of Canada before December 31, 2017. In April of each performance year, employees are notified of their AICP target; the present target for Canadian LL6 employees is [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.

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

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

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

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

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

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

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

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

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

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

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

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

Yours very truly,
Ford Motor Company of Canada, Limited



Steven Majer
Vice President, Human Resources

Attachment

Accept:



Date:

June 27 2017

Tab V

This is Exhibit "VV" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: David Parker [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DPARKER]
Sent: 2/3/2017 3:46:53 PM
To: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]
CC: Daddy Parker (david.parker@hotmail.ca) [david.parker@hotmail.ca]
Subject: Re: ACTION REQUIRED: Transition to Ford

Hi Amber,

I will provide additional details on Monday to support my message below.

Thanks
David

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

From: ajessup@blackberry.com
Sent: February 2, 2017 3:55 PM
To: dparker@blackberry.com
Cc: 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
Sent: February 2, 2017 3:07 PM
To: ajessup@blackberry.com
Cc: 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 Chen, 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

I 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
Sent: February 2, 2017 2:15 PM
To: dparker@blackberry.com
Subject: Re: ACTION REQUIRED: Transition to Ford

Hi

I 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
Sent: February 2, 2017 2:08 PM
To: 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
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 10th.**

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

Post-employment obligations

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

Your Equipment: IT and device collection process

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

Primary BlackBerry device and phone number

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

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

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

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

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

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

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

Expenses

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

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

Thank you,

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

 **BlackBerry.** Secured. Protected. Connected.

Tab W

This is Exhibit "WW" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Vann Vogel [/o=Research In Motion/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=J. Vann Vogel0d9]
on behalf of Vann Vogel
Sent: 2/10/2017 9:51:10 AM
To: David Parker [/o=Research In Motion/ou=RIM_Mail/cn=Recipients/cn=dparker]
CC: Amber Jessup [/o=Research In Motion/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Amber Jessup548]; Rebecca Graham [/o=Research In Motion/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Rebecca Graham9b5]
BCC: 'rcuriale@curialewilson.com' [rcuriale@curialewilson.com]; Nita White-Ivy [/o=Research In Motion/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Nita White-Ivy92d]
Subject: Your inquiry

Hi David,

Amber forwarded your request to me for reply. As has been described by your leadership team, your employment has not been transferred to Ford. BlackBerry facilitated Ford's access to BlackBerry employees, but the offer of employment by Ford and the terms of the offer were determined solely by Ford. Your decision to accept the Ford offer was of course yours. Accordingly, your employment relationship with Ford is a new relationship, and not a transfer of your existing employment relationship. I hope that helps.

Kind Regards,

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

From: Amber Jessup
Sent: Thursday, February 9, 2017 2:35 PM
To: Vann Vogel <vvogel@blackberry.com>
Cc: Rebecca Graham <rebgraham@blackberry.com>
Subject: Fw:

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

From: dparker@blackberry.com
Sent: February 9, 2017 9:12 AM
To: ajessup@blackberry.com
Cc: htian@blackberry.com; vvogel@blackberry.com; rebgraham@blackberry.com
Subject: RE:

Hi Amber,

During the conversation between you, myself, and Hongchang, you stated that Blackberry's position was that the arrangement between Ford and Blackberry does not constitute a "sale of business" as defined in the employment standards act.

I look forward to receiving this information via email at your earliest possible convenience.

Hongchang, please respond to this thread if you feel that what I have stated above is somehow incorrect.

Thanks
David

From: Amber Jessup
Sent: Wednesday, February 08, 2017 7:40 PM
To: David Parker <dparker@blackberry.com>
Subject: RE:

Hey David,

Please come by tomorrow morning or after 4 pm tomorrow.

Thanks,

From: David Parker
Sent: Tuesday, February 7, 2017 8:23 AM
To: Amber Jessup <ajessup@blackberry.com>
Subject:

Hi Amber,

Were you able confirm if the transition of the Silver project from BlackBerry to Ford is a "sale of business".

Thanks
David

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

Tab X

This is Exhibit "XX" referred to in the
Affidavit of REBECCA GRAHAM
sworn before me, this 2nd day of
October, 2017


A Commissioner, etc.

From: Vann Vogel [/o=Research In Motion/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=J. Vann Vogel0d9]
 on behalf of Vann Vogel
Sent: 2/25/2017 4:46:10 PM
To: David Parker [/o=Research In Motion/ou=RIM_Mail/cn=Recipients/cn=dparker]
CC: Alex Thurber [/o=Research In Motion/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Alexander Thurber174]; Rebecca Graham [/o=Research In Motion/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Rebecca Graham9b5]; 'janice.payne@nelligan.ca' [janice.payne@nelligan.ca]
BCC: Nita White-Ivy [/o=Research In Motion/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Nita White-Ivy92d]; 'Richard Curiale' [rcuriale@curialewilson.com]; 'Sternberg, Arlen' [asternberg@torys.com]
Subject: FW: Ford job offers

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

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

Kind Regards,

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

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

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

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

From: athurber@blackberry.com
Sent: February 24, 2017 5:56 AM

To: dnarker@blackberry.com
Cc: rebgraham@blackberry.com
Subject: RE: Ford job offers

David,

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

Thank you,

Alex

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

Hi Alex,

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

Thanks
David

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

Greetings,

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

Q. Am I being transferred to Ford?

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

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

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

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

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

Q. Are comparable roles available?

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

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

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

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

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

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

Alex

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

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Tab 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

AFFIDAVIT OF AMBER JESSUP

I, Amber Jessup, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I have worked in Human Resources at BlackBerry Limited since 2015. Before joining BlackBerry, I worked in human resources at another company from 2011-2015. I am currently Human Resources Business Partner (“HRBP”) Manager, based in BlackBerry’s Ottawa office. I have held this position since June 2016. In that capacity, I served as one of the HRBPs primarily responsible for supporting BlackBerry’s Mobility Solutions business unit during the December 2016 to February 2017 period when Ford made offers of employment to various employees. As such, I have knowledge of the matters contained in this affidavit.

2. I swear this affidavit based on my own personal knowledge and involvement in the events at issue. Where my knowledge is based on information from other sources, I believe it to be true.

3. I swear this affidavit in response to certain information contained in the affidavit of David Parker sworn June 9, 2017 (“Parker Affidavit”). In the Parker Affidavit, Mr. Parker makes some general assertions regarding the process in which Ford made offers of employment to

BlackBerry employees and how the employees felt, or the understanding they had, about their options. I disagree with a number of his assertions, based on my involvement in supporting BlackBerry employees through this period and the many individual discussions I had with employees.

4. In the sections below, I provide evidence on my interactions with individual employees during the process. I mainly worked with the employees in Ottawa. 169 of the employees who received offers of employment from Ford were based in the Ottawa office.

Individual conversations following December 8 and 9 meetings

5. In the fall of 2016, BlackBerry began providing engineering services to Ford (known as "Project Silver").

6. On December 8 and 9, 2016, there were two town hall meetings held with Mobility Solutions employees, as discussed at paragraphs 22 to 24 of the affidavit of Rebecca Graham sworn September 28, 2017 ("Graham Affidavit") and agree with that description. I attended those meetings.

7. During the period immediately after these town hall meetings, prior to employees receiving their offers of employment from Ford, I had individual conversations with more than 75 employees by email, in-person or by phone, regarding the Ford opportunity. Examples of those conversations that took place in part by email are attached as **Exhibits "A" to "F"**.

8. The questions that individual employees asked differed from employee to employee. There were a range of topics on which employees asked questions. The questions pertained to each employee's own circumstances, and it was clear to me they were asking the questions in considering their own situation and assessing whether they might accept a Ford offer or not. The answers to certain questions differed depending on the particular employee's own situation.

9. I recall some employees asked certain questions pertaining to Ford. In respect of questions related to the anticipated content of Ford offers, benefits, and other matters regarding working at Ford, I directed employees to speak to representatives of Ford. I, and others at

BlackBerry (as far as I am aware), were not aware of the terms of the Ford job offers, and it was up to Ford to decide to whom it would make offers.

10. I recall some employees asked for confirmation that they would be paid for unused vacation time at BlackBerry if they accepted a Ford offer, and confirmation they would receive their BlackBerry variable incentive pay, and whether employees would receive 2017 performance reviews at BlackBerry, among others. Some individual employees inquired directly about lack of continuity of seniority if they received and accepted a Ford offer. Some individual employees also asked what would happen if they chose not to accept the employment offer from Ford. To those employees who asked that question, I told them that if they declined their offer from Ford, BlackBerry would take steps to place them on other projects or teams at BlackBerry in an equivalent role. I emphasized in my discussions with employees that it would be entirely their decision whether to accept an offer. I also let people know that there were continuing roles that would need to be filled in Mobility Solutions, as well as new positions being posted in other areas of the company, and their skillset would be assessed against those roles.

11. My individual conversations with employees demonstrated to me that many employees were seeking out information in the course of their deliberations to weigh their options and decide whether to accept a Ford job offer or to remain at BlackBerry. I discuss a few employees below, by way of example.

12. Rahul Trivedi (a Systems Software Developer) emailed me asking that I confirm that years of service would not carry over to Ford: "I assume we will lose the years of service with BlackBerry once we sign the Ford contract." Certain other employees asked me questions like this, and I confirmed to them in conversation or by telephone to ensure they properly understood that years of service would not carry over to Ford, but that the offers from Ford were an option which they could decline in favour of staying at BlackBerry. Those emails are attached as **Exhibit "F"**.

13. A further example of an employee who asked questions about what would occur if he declined his Ford offer is Konrad Hammel (a manager, WLAN software development), attached as **Exhibit "B"** to the Graham Affidavit.

Individual conversations following January 6 email from John Chen

14. On January 6, 2017, John Chen, Chief Executive Officer of BlackBerry, emailed all Mobility Solutions employees regarding the future of the business unit. That email is discussed at paragraph 42 of the Graham Affidavit. I agree with that description. Following this communication, some individual employees continued to reach out to me with various questions along the same lines as before, and I responded individually to those questions.

15. During this period, some managers also collected questions from particular employees on their team, which they brought to me. Dominic Peluso (Director, Cellular Radio Systems Integration & Data Services), for example, put together a list of questions derived from individual conversations with his team, which he then sent to me (attached as **Exhibit "O"** to the Graham Affidavit). That list had a number of questions, including:

Will employees accepting Ford offers be required to resign from BlackBerry in writing?

Will they need to provide a resignation letter?

[...]

What are the options for employees that decide NOT to accept Ford's offer?

16. I arranged a meeting with Mr. Peluso to address the questions his team raised. I told Mr. Peluso that the Ford offers are an employment option that employees may decline, but if they accept, they will be expected to provide a resignation letter for our files. Regarding employee options if they decline the Ford offer, I told Mr. Peluso that we would seek to place employees on other projects or teams in equivalent roles within Mobility Solutions or elsewhere within BlackBerry. Employees could review internal job postings to get a preliminary sense of available roles, and speak to various managers. There were many available continuing roles (including various roles that were already posted internally during this process). I understood that Mr. Peluso would be relaying answers to employees on his teams who had asked these questions.

17. I also had individual conversations with certain employees who were out of the office on maternity leave during this time period. They would not have been at BlackBerry to attend the town hall meetings or to receive an offer of employment in an individual meeting with Ford representatives.

Individual conversations following January employment offers from Ford

18. Ford made offers of employment to employees in Ottawa from January 18-20, 2017. The offer process is discussed at paragraphs 48 to 50 of the Graham Affidavit. I was on vacation those days. Rebecca Graham was on-site to answer employees' questions in my place on the days I was away. Once I returned to the office, I spoke to many employees individually regarding their offers of employment from Ford and their options.

19. Upon my return, at least 35 employees approached me with additional individual questions by email, phone and in-person. Different employees asked different questions. I recall that some employees sought further information regarding options on other projects or teams at BlackBerry if they were to decline their Ford offer. As before, I confirmed that if they declined the Ford offer, BlackBerry would take steps to place them in an equivalent position on another project or team. I told employees that there were other available opportunities at BlackBerry, and that new positions were frequently becoming available across the company. I also indicated that their position and skillset would be considered in evaluating placement on another BlackBerry project or team, and we would do our best to place them.

20. My conversations with employees from this period of time demonstrated to me that employees were having individual discussions for the purpose of evaluating their offers from Ford in light of their individual circumstances and they were assessing and weighing their options. I believe that these conversations affected their understanding of their own employment situation, the nature of the Ford opportunity, and their understanding of their options if they chose to stay at BlackBerry.

21. In the Parker Affidavit, Mr. Parker seems to be asserting that he and the other employees who received offers from Ford felt that they had no choice but to accept the offer and that if they did not do so, their careers at BlackBerry were likely over. I do not share Mr. Parker's perception. I disagree with his broad assertions regarding the understandings of the other employees, based on the many discussions I had with individual employees, as described and illustrated above.

Individual conversations following February 2 request for confirmatory resignation letters

22. On February 2, I sent an email to employees in the Ottawa office who had accepted an employment offer from Ford. Ford had informed us of which employees had accepted its offers. My email addressed certain procedural matters related to work-related computers and telephones, and requested that employees submit two documents: a written resignation letter, and a confirmation of post-employment obligations related to intellectual property. The reason for the resignation letter request is discussed at paragraphs 63 and 64 of the Graham Affidavit. I agree with that description.

23. At least 50 employees approached me by email, phone or in-person with some questions regarding the nature of the resignation process, their benefits, vacation payout, and other similar matters during this period. Many other employees asked simple questions that were largely administrative or logistical in nature, including what devices employees would be permitted to keep after they left BlackBerry, and what the effective date of their resignation from BlackBerry should be.

24. The Graham Affidavit (paragraphs 69 to 72) describe the extent of the resignation letters we subsequently received from employees.

25. I had individual communications with some employees who did not submit a resignation letter, both in-person and by email. I provided short responses to some of the employees who raised concerns, and forwarded emails received from particular employees to Vann Vogel (Senior Director, Compliance and Employment Law at BlackBerry) for further response.

Individual conversations with David Parker

26. The representative plaintiff, David Parker, did not submit a resignation letter, and raised concerns.

27. Mr. Parker first approached me with individual questions regarding his employment situation in December 2016. He reached out to me to discuss whether equivalent roles were available for him on a particular team within a different BlackBerry business unit (see email attached as **Exhibit "H"** to the Parker Affidavit). I advised Mr. Parker that certain roles on that team had already been approved and posted on BlackBerry's internal site. At the time of this

exchange, a further set of jobs on that team was also anticipated at the time but not yet available. There were also available roles on various other projects/teams within Mobility Solutions that were beginning to be posted (besides the one particular team that Mr. Parker asked about) and were therefore available to Mr. Parker and other employees to review.

28. On February 2, 2017, Mr. Parker emailed me taking the position that he had been terminated without cause and was entitled to severance. I responded, clarifying that Mr. Parker had received and accepted an alternate employment offer, and had not been terminated by BlackBerry. That email is attached as **Exhibit “VV”** to the Graham Affidavit.

29. On several exchanges following that exchange of emails, Mr. Parker came to me, interrupted whatever I was doing, demanded that I send him various information and tried to insert himself into some discussions I was having with a few other employees. Mr. Parker further requested that I send him information on why Ford's offers of employment did not constitute a sale of a business. Mr. Parker refers to that meeting in the email attached as **Exhibit “G”**.

30. Mr. Vogel followed up on my email to Mr. Parker on February 10, stating:

As has been described by your leadership team, your employment has not been transferred to Ford. BlackBerry facilitated Ford's access to BlackBerry employees, but the offer of employment by Ford and the terms of the offer were determined solely by Ford. **Your decision to accept the Ford offer was of course yours.** Accordingly, your employment relationship with Ford is a new relationship, and not a transfer of your existing employment relationship. I hope that helps. [emphasis added]

That email is attached to the Graham Affidavit as **Exhibit “WW”**.

Other employees expressed disagreement with this lawsuit

31. Some employees expressed their disagreement with this lawsuit to me, and that in their view, they had freely accepted an offer from employment from Ford. For example, one employee, Richard MacKay, came to my office to hand in his resignation letter in person, and expressed that he wanted to submit a resignation letter in order to distance himself from this action, and indicating that we considered that he had exercised a choice. Similarly, Dominic Peluso advised me that there were some employees who worked under him who had expressed

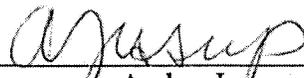
their disagreement with this lawsuit and sought to distance themselves from it in light of their own views and situation. I discuss those conversations with Mr. MacKay and Mr. Peluso in the email attached to the Graham Affidavit as **Exhibit "PP"**.

SWORN BEFORE ME at the City of
Ottawa, in the Province of Ontario on
October 3, 2017



Commissioner for Taking Affidavits
(or as may be)

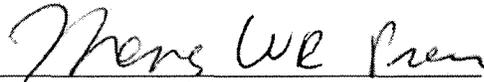
Thomas W.B. Prowse



Amber Jessup

Tab A

This is Exhibit "A" referred to in the
Affidavit of AMBER JESSUP
sworn before me, this 3rd day of
October, 2017.


A Commissioner, etc.

From: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=AMBER JESSUP548]
Sent: 12/9/2016 3:16:47 PM
To: Sean McConnell [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=smcconnell]
Subject: RE: Employment contract

198

Hi Sean,

We are still working out many of these details, but I will ensure we respond to your specific questions as soon as we can.

Thanks,

From: Sean McConnell
Sent: Friday, December 9, 2016 1:07 PM
To: Amber Jessup <ajessup@blackberry.com>
Subject: Employment contract

Hi Amber,

I was wondering if you could send me a copy of my employment contract?

Also a question was asked today at the Silver townhall about what happens if we don't accept the offer. Could you please provide any details about what would happen?

Thank you,

Sean McConnell
Systems Software Developer II
Firmware Development
Office: +1 (519) 888-7465 x 70045
BlackBerry: +1 (226) 339-6026
smcconnell@blackberry.com
BlackBerry Limited

Tab B

From: Jerry Hsiao [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=JHSIAO]
Sent: 1/3/2017 3:46:58 PM
To: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]
Subject: Quick question on carryover and Ford

Hi Amber,

Reading the Vacation FAQ on go/hr, we have until end of April to use any carryover vacation.

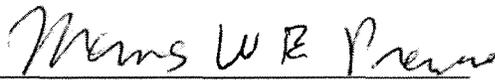
But what if people accept offers from Ford? Does this mean they must use that vacation by end of Feb or it will be forfeit?

Also, for folks choosing to go to Ford, will the accrued vacation from Jan and Feb get "transferred" into Ford or will the vacation accrued in those two months be forfeit if unused by end of Feb?

Thanks,
Jerry

Tab C

This is Exhibit "C" referred to in the
Affidavit of AMBER JESSUP
sworn before me, this 3rd day of
October, 2017



A Commissioner, etc.

From: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=AMBER JESSUP548]
Sent: 1/3/2017 5:30:52 PM
To: Faisal Kamran [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=fkamran]
CC: Leonard Lehrer [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=llehrer]; Asif Moksud [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=amoksud]; Oscar Viana [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=oviana]
Subject: RE: Silver / Ford HR questions

202

Hi Faisal.

I think it may be beneficial for us to have a call on these questions. Please feel free to give me a call tomorrow.

Thanks,

From: Faisal Kamran
Sent: Tuesday, January 3, 2017 3:07 PM
To: Amber Jessup <ajessup@blackberry.com>
Cc: Leonard Lehrer <llehrer@blackberry.com>; Asif Moksud <amoksud@blackberry.com>; Oscar Viana <oviana@blackberry.com>
Subject: RE: Silver / Ford HR questions

Hi Amber,
I have the following questions in regards to my transition to Silver/Ford:

Q1: What would happen to the number of years' experience people had in BlackBerry? Weather it would be ported over to Ford? For example if someone has 10 years of experience in BlackBerry, would it be recognized in Ford for compensation bench mark, vacation entitlement, seniority and severance package from Ford (in case of layoffs from Ford)?

Q2: What options would an employee have in BlackBerry if he/she chose to decline Ford offer?

Q3: Would employees get the ViP for the previous year upon transition to Ford?

Q4: Would we be able to keep BlackBerry phone and BlackBerry SIM with us after moving to Ford?

Q5: What would happen to our Benefit program with Sunlife?

Thanks,
Faisal

From: Leonard Lehrer
Sent: Tuesday, January 03, 2017 2:15 PM
Cc: Amber Jessup <ajessup@blackberry.com>; Jennifer Mascarin <jmascarin@blackberry.com>; Lisa Carswell

<lcarswell@blackberry.com>; Rebecca Graham <rebgraham@blackberry.com>; Cristian Lambiri <clambiri@blackberry.com>; Daryl Martin <dmartin@blackberry.com>; Khaled Islam <kislam@blackberry.com>; Mike Wagner <mwagner@blackberry.com>; Randy Fraser <rafraser@blackberry.com>; Vilok Kusumakar <vkusumakar@blackberry.com>; Zoltan Racz <zracz@blackberry.com>

Subject: Silver / Ford HR questions

This message is sent Bcc: to Silver staff within Test, SWPM, QA

Many of you have asked me various HR questions. Our HR team is collecting questions. Please feel free to send any questions you have offline to the HR Reps from below which presently covers your group. You are welcome to copy me/your manager, but necessary.

Amber (Khaled Islam, Zoltan Racz, Vilok Kusumakar, Adam Schieman)
Jennifer Mascarin (Randy Fraser, Steve Venerus, Tom Dye, Sarah Tatsis)
Lisa Carswell (Joey Benedek, Mike Wagner, Travis Angle, Alex Thurber)

Best Regards

Leonard

Leonard M. Lehrer

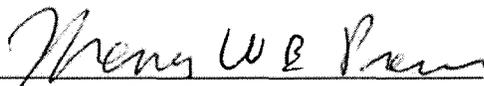
Office 68031/+1-954-880-6031

Mobile +1-954+805-1888

BBM PIN 5996E987

Tab D

This is Exhibit "D" referred to in the
Affidavit of AMBER JESSUP
sworn before me, this 3rd day of
October, 2017


A Commissioner, etc.

From: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=AMBER JESSUP548]
Sent: 1/10/2017 4:25:37 PM
To: Deepesh Bhargava [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Deepesh Bhargava60c]
Subject: RE: Questions for retention stocks

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Come by now sorry

From: Deepesh Bhargava
Sent: Tuesday, January 10, 2017 4:22 PM
To: Amber Jessup <ajessup@blackberry.com>
Subject: RE: Questions for retention stocks

Let me know whenever you get free and I shall drop by.

Thanks
Deepesh

From: Deepesh Bhargava
Sent: Tuesday, January 10, 2017 2:32 PM
To: Amber Jessup <ajessup@blackberry.com>
Subject: Re: Questions for retention stocks

Sure.

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

From: ajessup@blackberry.com
Sent: January 10, 2017 2:27 PM
To: dbhargava@blackberry.com
Subject: RE: Questions for retention stocks

Hi,

Can you come by around 4:15?

From: Deepesh Bhargava
Sent: Tuesday, January 10, 2017 2:26 PM
To: Amber Jessup <ajessup@blackberry.com>
Subject: Questions for retention stocks

Hi Amber,

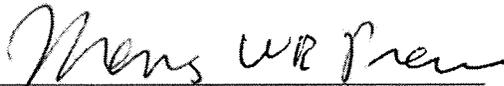
I have few questions regarding my options before I get the Ford Offer. Do you have some time to chat about it? Since the information is confidential I am not sure if my manager is aware.

Thanks
Deepesh

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

Tab E

This is Exhibit "E" referred to in the
Affidavit of AMBER JESSUP
sworn before me, this 3rd day of
October, 2017


A Commissioner, etc.

From: Rebecca Graham [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=REBECCA GRAHAM9B5]
Sent: 1/23/2017 12:38:06 PM
To: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]
Subject: FW: questions

208

FYI only

From: Rebecca Graham
Sent: January-23-17 12:38 PM
To: James Kerr
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>
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>

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

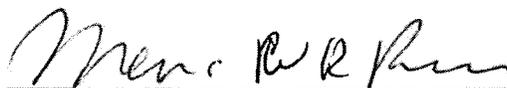
jkerr@blackberry.com

BlackBerry Limited

 **BlackBerry.**

Tab F

This is Exhibit "F" referred to in the
Affidavit of AMBER JESSUP
sworn before me, this 3rd day of
October, 2017

A handwritten signature in cursive script, appearing to read "Merrill R. R. [unclear]", written over a horizontal line.

A Commissioner, etc.

From: Rahul Trivedi [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=RTRIVEDI]
Sent: 1/4/2017 12:51:47 PM
To: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Amber Jessup548]
Subject: RE: Silver/Ford Transition HR questions

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Sure. Any time between 10am-12pm works for me. I can book a small meeting room here for the time slot that works best for you.

Regards,

Rahul Trivedi
 Systems Software Developer II
 Office: +1 (519) 888-7465 x 15193
 Mobile: +1 (647) 261-0986

BlackBerry. Secured. Protected. Connected.

From: Amber Jessup
Sent: Wednesday, January 04, 2017 12:46 PM
To: Rahul Trivedi <rtrivedi@blackberry.com>
Subject: RE: Silver/Ford Transition HR questions

Hi Rahul.

I think it would probably be more beneficial for us to chat through your questions on a call. Would tomorrow morning work for you?

Thanks,

From: Rahul Trivedi
Sent: Wednesday, January 4, 2017 12:37 PM
To: Amber Jessup <ajessup@blackberry.com>
Subject: Silver/Ford Transition HR questions

Hello Amber,

First of all, Happy New Year!

I have a few questions with regards to the transition from BlackBerry to Ford which I was hoping you can help answer.

1) How many vacation days do I have available until March 1st at which time I would presumably be on the Ford Contract?

 I should have 20 for the Year + 5 carry over from last year. My assumption is that I can still take my 5 carry over days + a prorated amount till March 1st for the remaining 20.

2) In terms of the Benefits package from Ford, we have constantly heard that it is comparable to the BlackBerry package. Having heard this, would you be able to shed some light on what the differences are in the benefits package?

 Also, if you have any information on Employee Purchase Plans that you can share.

3) Is there any information that can be disclosed about what the options are for us if the Ford contract did not look appealing?

 Also, I assume we will lose the years of service with BlackBerry once we sign the Ford contract. Is there any compensation for this? i.e a signing bonus or and increased base severance period on the new contract etc.

4) In terms of accountability at Ford, it seems as though it is being carried over from where we are at BlackBerry. Seeing as we are not going to have a chance for a End-of-Year evaluation this year, I am going to miss my opportunity for an increase in my accountability level which is overdue (from Systems Software Developer II to Senior System Software Developer). I was entitled for it last year but missed out due certain policies that limit the number of folks that can be promoted. Will this be considered and taken into account on the new Ford contracts?

5) Another concern of mine is definitely the location that us in Mississauga will be working out of. Would you have any information on that and where we would be working from?

6) Lastly, with regards to the BlackBerry Phone and SIM Number.

 Do we get keep the Phone or do we have a selection of phones that we can get?

 Also, the mobile phone number itself is the only number I have had, ever. Does this number get taken away as well of do I have the option of having this number ported to my own personal plan once I move over to Ford? Basically having the ability to retain this phone number which I have carried for ~8 years.

I understand that you may not have all the answer and that some may have to be answered by HR at Ford. If so, would there be a contact there that I could forward my questions to?

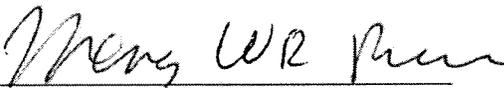
Thanks in advance!

Rahul Trivedi
Systems Software Developer II
Office: +1 (519) 888-7465 x 15193
Mobile: +1 (647) 261-0986

BlackBerry. Secured. Protected. Connected.

Tab G

This is Exhibit "G" referred to in the
Affidavit of AMBER JESSUP
sworn before me, this 2nd day of
October, 2017



A Commissioner, etc.

From: David Parker [dparker@blackberry.com]
Sent: 2/9/2017 9:12:34 AM
To: Amber Jessup [ajessup@blackberry.com]
CC: Hongchang Tian [htian@blackberry.com]; Vann Vogel [vvoegel@blackberry.com]; Rebecca Graham [rebgraham@blackberry.com]
Subject: RE:
Flag: Follow up

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Hi Amber,

During the conversation between you, myself, and Hongchang, you stated that Blackberry's position was that the arrangement between Ford and Blackberry does not constitute a "sale of business" as defined in the employment standards act.

I look forward to receiving this information via email at your earliest possible convenience.

Hongchang, please respond to this thread if you feel that what I have stated above is somehow incorrect.

Thanks
David

From: Amber Jessup
Sent: Wednesday, February 08, 2017 7:40 PM
To: David Parker <dparker@blackberry.com>
Subject: RE:

Hey David,

Please come by tomorrow morning or after 4 pm tomorrow.

Thanks,

From: David Parker
Sent: Tuesday, February 7, 2017 8:23 AM
To: Amber Jessup <ajessup@blackberry.com>
Subject:

Hi Amber,

Were you able confirm if the transition of the Silver project from BlackBerry to Ford is a "sale of business".

Thanks
David

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

Tab 9

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

AFFIDAVIT OF LISA CARSWELL

I, Lisa Carswell, of the City of Waterloo, in the Province of Ontario, MAKE OATH
AND SAY:

1. I have worked in human resources at BlackBerry Limited (“BlackBerry”) since 2009. I am currently a Human Resources Business Partner (“HRBP”). I have held this position since June 2010. In that capacity, I served as an HRBP supporting BlackBerry’s Mobility Solutions business unit during the December 2016 to February 2017 period when Ford made offers of employment to various Mobility Solutions employees. I was an HRBP for Mississauga employees who received offers of employment from Ford – about 30 employees. I was also an HRBP for Waterloo employees who received Ford offers – approximately 100 employees. Most of these employees in Mississauga and Waterloo were software developers. As such, I have knowledge of the matters contained in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.

2. In the sections below, I provide evidence on my interactions with BlackBerry employees during the course of the Ford offer process and employees’ decisions as to whether to accept the offers.

Discussions with employees following December 9 meeting

3. On December 9, 2016, there was a “town hall” meeting with Mobility Solutions employees who were working on Project Silver (the engineering services project involving Ford). I attended that meeting from the Waterloo office. I have reviewed the description of that meeting at paragraph 23 of the affidavit of Rebecca Graham sworn September 28, 2017 (the “Graham Affidavit”) and agree with it.

4. In the weeks following that meeting (before the Ford employment offers were made to employees in January), approximately 10-15 individual employees asked me questions. A number of employees asked questions about the implications if they were to receive and accept a job offer from Ford. Some, for example, sought confirmation about things such as payment of variable incentive pay, vacation pay and the like. I recall a few employees asking whether, if they accepted a Ford offer, it would be considered a resignation. I told them that, yes, it would mean they were resigning from BlackBerry and their record of employment would be filed as such. I also stated that the decision whether or not to accept an offer would be entirely theirs.

5. I also received some emails from employees. For example, Travis Allen (a Senior Applications Software Developer) emailed me inquiring about the topic of resignation: “I’m fairly certain I know the answer to this, but would like to confirm. Taking the offer from Ford will require us to resign from BlackBerry; We are not being laid off (which requires severance) right?” He also asked, “If I decline the Ford offer will I be laid off (and hence receive a severance package)?” That email is attached as **Exhibit “A”**. I confirmed for Mr. Allen that if he accepts the offer from Ford he would be required to resign from BlackBerry, and that if he chose to decline that offer, we would take steps to place him in a similar role on another project or team at BlackBerry. We discussed that placement on another project or team would depend on what is available at BlackBerry and what skills are needed.

Discussions following January employment offers from Ford

6. Ford made individual offers of employment to employees in Mississauga from January 12-13, 2017, and in Waterloo from January 18-20, 2017. The offer process is discussed at paragraphs 48 to 50 of the Graham Affidavit. I was on-site and available to have follow-up meetings with employees to answer any questions they might have of BlackBerry in both the

Mississauga and Waterloo offices. As far as I recall, approximately 40 or 50 employees came to ask me questions and discuss their employment situation with me during this period. I casually discussed the Ford opportunity with many other employees.

7. Employees raised a variety of individual matters and questions with me pertaining to their own consideration of their offer and decision-making. Many of the employees that I spoke with also indicated that they were excited about the Ford opportunity.

8. Some employees asked me logistical questions pertaining to next steps after they accept their offers from Ford. For example, employees asked about return of BlackBerry devices, whether they could keep their mobile phones or phone numbers, when BlackBerry's benefits would end, whether remaining vacation days could be paid out, among other matters.

9. Some employees asked specifically about how their acceptance of an employment offer from Ford would be treated by BlackBerry. Like I had indicated to those who had asked this type of question earlier in the process, I told these employees that if they chose to accept Ford's offer, it would be considered a resignation from BlackBerry, as they were taking a new full-time job at a different company.

10. I recall that some employees (approximately 7-10 employees) asked what would happen if they declined the Ford offer. I indicated that if they declined their offer they would remain employed by BlackBerry and we would take steps to place them on another project or team within the Mobility Solutions business unit or elsewhere within BlackBerry. I indicated that placement would depend on a number of factors, including the employee's particular role and skillset, and available positions at BlackBerry. I indicated that there were various roles on other projects or teams that needed to be filled. If employees asked what would happen if a suitable role on another team or project could not be found (a small number of employees asked this), I told them that if they ultimately could not be placed we would have to consider other options, and if an employee had to eventually be laid off they would receive severance in accordance with their employment agreement.

11. Some employees also emailed me about the above topic. Raymond Skarratt (a Systems Software Developer) is an example of one such employee. His email to me is attached as

Exhibit "B". I then met with him and answered his enquiries as described in the paragraph above.

12. In the Parker Affidavit, Mr. Parker seems to assert that he and the other employees who received offers of employment from Ford 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 end. I disagree with his assertions in respect of the other employees based on the discussions I had with individual employees, as described and illustrated above.

February 2 request for resignation letters

13. On February 2, BlackBerry sent an email to employees who had accepted an employment offer from Ford addressing certain procedural matters related to work-related computers and telephones, and requesting that employees submit two documents: a written resignation, and a confirmation of post-employment obligations related to intellectual property. That email is discussed at paragraphs 63 and 64 of the Graham Affidavit.

14. I had further individual discussions with various employees after that email, and in the remaining weeks before people left to join Ford.

15. With the exception of two employees referred to below, no employees asked me why they would need to submit a letter of resignation. Some employees asked me about the timing of submitting the letter, and specifically whether they were required to provide it while Ford was still completing background checks on them. For employees who asked that question, I told them that I thought they could wait to submit the letter until that process was completed. I was advised by Rebecca Graham and some employees that Ford subsequently waived its educational background checks in response to employee concerns.

16. In Waterloo, a few employees indicated to me that they were not providing resignation letters (although one initially did provide a letter and then retracted it).

17. 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.

SWORN BEFORE ME at the City of
Kitchener, in the Province of Ontario
on October 2, 2017



Commissioner for Taking Affidavits
(or as may be)



Lisa Carswell

Melody Ethel Burke,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires September 5, 2020.

Tab A

This is Exhibit "A" referred to in the
Affidavit of LISA CARSWELL
sworn before me, this 2 day of
October, 2017

A handwritten signature in cursive script that reads "Melody Bude". The signature is written in black ink and is positioned above a horizontal line.

A Commissioner, etc.

From: Travis Allen [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=TRAVIS ALLEN]
Sent: 12/9/2016 12:06:33 PM
To: Lisa Carswell [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=lcarswell]
Subject: Ford Questions
Attachments: smime.p7s

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Hi Lisa,

Rebecca went and threw you under the bus so to speak at today's town hall. I imagine you will be inundated with emails in the coming days.

I have a few questions regarding the Ford transition. Hopefully you are able to answer them.

1. I'm fairly certain I know the answer to this, but would like to confirm. Taking the offer from Ford will require us to resign from BlackBerry; We are not being laid off (which requires severance) correct?
2. Will the Ford HR folks have access to my specific HR files (past reviews, current salary/bonuses, top performer lists, etc) or are they basing offers completely on their own pay structure? I assume they would have to know our current file because they are not stupid – offering less than what people currently make would cause a lot of declines.
3. What is going to happen to any stock I have been given but has not vested yet? I would expect Ford would know these amounts too so they can account for them in their offer, but that may not be something they have considered.
4. Will there be both a Ford HR representative and a BB HR representative during the offer presentation so I can ask questions of the proper company's representative?
5. If I decline the Ford offer will I be laid off (and hence receive a severance package)?

Thanks!

Travis Allen
Senior Applications Software Developer
Office: +1 (519) 888-7465
Mobile: +1 (519) 505-2084
tallen@blackberry.com

 **BlackBerry. Secured. Protected. Connected.**

Tab B

This is Exhibit "B" referred to in the
Affidavit of LISA CARSWELL
sworn before me, this 2 day of
October, 2017


A Commissioner, etc.

From: Raymond Skarratt [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=RSKARRATT]
Sent: 1/23/2017 3:04:59 PM
To: Lisa Carswell [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=lcarswell]
Subject: RE: Options for staying with BlackBerry

Sure, let me see if I can find a meeting room.

From: Lisa Carswell
Sent: Monday, January 23, 2017 3:04 PM
To: Raymond Skarratt <rskarratt@blackberry.com>
Subject: RE: Options for staying with BlackBerry

Hi Raymond – do you have time for a quick telephone conversation? Please call my extension at 71421 when you have a free minute and I can help you with your question.

Thanks!
~L~

Lisa Carswell
HR Business Partner
Office: +1 (519) 888-7465
Mobile: +1 (519) 500-3028
lcarswell@blackberry.com

 **BlackBerry. Secured. Protected. Connected.**

From: Raymond Skarratt
Sent: Monday, January 23, 2017 3:03 PM
To: Lisa Carswell <lcarswell@blackberry.com>
Subject: Options for staying with BlackBerry

Hi Lisa,

I am part of the Silver team that received an offer from Ford last week. I didn't have a chance to stop by when you were in the Neil Young room after I received the offer.

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.

Thanks,
Raymond Skarratt.

Tab 10

Court File No. 17-71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

AFFIDAVIT OF JENNIFER MASCARIN

I, Jennifer Mascarin, of the City of Guelph, in the Province of Ontario, MAKE OATH AND SAY:

1. I worked in human resources at BlackBerry Limited (“BlackBerry”) from 2011 to September 2017. I was a Human Resources Business Partner (“HRBP”) Manager from May to September 2017, and an HRBP before that. In my capacity as an HRBP, I was involved in supporting BlackBerry’s Mobility Solutions business unit during the December 2016 to February 2017 period when Ford made offers of employment to various employees in that business unit. As such, I have knowledge of the matters contained in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.

2. In this affidavit, I discuss my interactions with BlackBerry employees relating to the offers of employment they received from Ford and the employees’ decision-making process regarding those offers. I primarily worked with employees in BlackBerry’s Waterloo office who worked in the manufacturing, supply chain, hardware and product management/realization teams. My colleagues Amber Jessup and Lisa Carswell, along with Rebecca Graham, worked more with software teams in Mobility Solutions. Approximately 100 employees who received offers of employment from Ford were located in the Waterloo office.

Discussions with employees following December 8 and 9 meetings

3. In about 2016, BlackBerry commenced an engineering services project for Ford's development of connected and autonomous vehicle technology. That project was known as "Project Silver".
4. On December 8 and 9, 2016, there were "town hall" meetings with various employees in BlackBerry's Mobility Solutions business unit. These meetings are discussed at paragraphs 22 to 24 in the affidavit of Rebeca Graham sworn September 28, 2017 (the "Graham Affidavit"), which I have reviewed. I attended those meetings and I agree with her description of them.
5. After those meetings, on December 13, 2016, Randy Fraser (Head of Sunrise, Florida Product Design Center at BlackBerry) held a further meeting for hardware employees in various offices who were working on Project Silver for purposes of discussing the Ford opportunity. Employees working in hardware roles (as opposed to software roles) attended this meeting. Employees in hardware roles in Waterloo and Ottawa via videoconference. I attended that meeting as well.
6. Besides that meeting with Mr. Fraser, I recall that some other BlackBerry managers, such as Tom Dye (Global Head of Product Realization) in Waterloo, also conducted smaller group meetings with various employees on their teams as a follow-up to the December 9 town hall meeting for purposes of further discussing with them the Ford opportunity and questions they might have at that stage about their employment situation or Project Silver.
7. In this time period, I had individual conversations in-person, by phone, and/or by email, with approximately 20 employees as well. The reactions of the employees I spoke to were generally very positive. A number of employees expressed excitement about the prospect of working on autonomous vehicle technology, and for a major automotive manufacturer. Some employees asked logistical questions about the anticipated job offers, such as where the jobs would be located and the expected timing of offers. Some employees asked about the terms of the offers, and I directed those employees to speak to a representative of Ford since the terms of the offers (and whether to make an offer to any particular employee) would be up to Ford.

8. By way of example, Nathan Webster (a Manager, Beta and Services), emailed a list of questions to me that he indicated were collected from his team. His email is attached at **Exhibit "A"**. I had conversations with him to address those specific questions.

Discussions with employees following January employment offers from Ford

9. Employees in Waterloo received their offers from Ford on January 16-17, 2017. The offer process is discussed at paragraphs 48 to 50 of the Graham Affidavit. I agree with her description of it.

10. Lisa Carswell and I were available to meet with employees in Waterloo during those days, and in the following weeks. As far as I recall, approximately 15-20 employees came individually to discuss matters with me related to their own employment situation. In those discussions, employees raised a variety of individual points or questions with me. It was clear to me that the employees I spoke to were considering the Ford offer they received and asking questions for purposes of making their decision as to whether or not to accept the offer. Based on the discussions I had, it appeared to me that employees were each assessing their own situation and options in order to make a decision.

11. I recall that some employees approached me seeking confirmation that the offer from Ford could be declined, and asking about their options if they were to do so. For example, Alan Stirret (a Senior Systems Software Developer) emailed me asking, "what happens if I don't take the offer... I just want to make sure I have ALL the information about ALL the options before signing on the dotted line!" That email is attached as **Exhibit "B"**. In respect of employees that asked this question (or one along these lines) – I believe there were about 10 such employees – I told them that it was entirely their decision whether to accept the Ford offer, and if they chose to decline the offer, they would remain a BlackBerry employee and we would look to assign them to another project/team within BlackBerry in a comparable role.

12. I also recall that Nathan Webster asked me if accepting Ford's offer would mean resigning from BlackBerry. I told him that, yes, it would be considered a resignation from BlackBerry. I understood from him that he was asking that and other questions on behalf of his particular team members (about 10 employees), and that he would be relaying answers to team members.

13. In the Parker Affidavit, Mr. Parker appears to be asserting that he and all other employees who received offers from Ford felt that they did not have a choice other than to accept the offer and that if they did not do so, their careers at BlackBerry were likely over. In my discussions with employees, I emphasized that they could choose to decline an offer from Ford, and if they did so, there were potential positions on other projects and teams at BlackBerry.

Communications following February 2 email

14. On February 2, 2017 BlackBerry Human Resources personnel sent to employees who Ford had informed us had accepted the Ford offer the email referred to at paragraphs 63 and 64 of the Graham Affidavit. Following that email, I had some further individual discussions and/or email exchanges with various employees in the Waterloo office.

SWORN BEFORE ME at the City of
Guelph, in the Province of Ontario
on October 2, 2017



Commissioner for Taking Affidavits
(or as may be)



Jennifer Mascarin

**Melody Ethel Burke,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires September 5, 2020.**

Tab A

This is Exhibit "A" referred to in the
Affidavit of JENNIFER MASCARIN
sworn before me, this 2 day of
October, 2017


A Commissioner, etc.

From: Jennifer Mascarin [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=JMASCARIN]
Sent: 12/15/2016 2:29:12 PM
To: Nathan Webster [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=nwebster]
Subject: RE: Silver Questions

Hi Nathan,

Thanks for all the questions. If you have time for a call I can try and answer some of them. I also have something I need your assistance with.

I'm wfh so please call me at 519-404-6156.

Thanks,
Jen

From: Nathan Webster
Sent: Thursday, December 15, 2016 10:39 AM
To: Jennifer Mascarin <jmascarin@blackberry.com>
Subject: Silver Questions

Jennifer,

I know there was talk of building an FAQ. Here are questions from my team. I gave them the best answers I could verbally.

1. How will Ford know what skillsets we have to offer and how to determine the type of offers for individuals?
2. Is the offer from Ford going to be for Full time employment or contract employment?
3. When the offer will be extended to us, will we have HR present from BB and Ford/TCL, our manager?
4. How long after accepting the position with Ford can we use the new benefits?
5. What will be the process to change the current RRSP, benefits, & stock from BlackBerry? 90 days is usually the policy
 - a. How do we go about moving our RRSP, stock, etc?
6. Will we be staying in BlackBerry A or will we be moving to a different building in Waterloo?
7. What will happen to the vacation entitlement which rolls over in January at BlackBerry?
 - a. What happens to our vacation time if we may not be allowed to take it prior to the Ford deal? Would we get paid out for our vacation days left?
 - b. Carry over vacation days, with silver project, do we have to use them before Feb ending as against April ending?
8. Will we be getting new computers, and other tools?
9. Silver assignments – what will we be doing?
10. Will we be able to keep a BlackBerry device if we accept the Ford or TCL offer?

Thanks,
Nathan

This is Exhibit "B" referred to in the
Affidavit of JENNIFER MASCARIN
sworn before me, this 2 day of
October, 2017


A Commissioner, etc.

From: Jennifer Mascarin [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=JMASCARIN]
Sent: 1/18/2017 5:13:03 PM
To: Allan Stirrett [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=astirrett]; Lisa Carswell [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=lcarswell]
Subject: Re: Quick question re: Ford offer...

Hi Allan,

I'll give you a call tomorrow to discuss.

Thanks,
Jen

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

From: astirrett@blackberry.com
Sent: January 18, 2017 4:16 PM
To: lcarswell@blackberry.com; jmascarin@blackberry.com
Subject: Quick question re: Ford offer...

Lisa/Jennifer,

I just had 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! Thank you.

Allan.

Tab 11

Court File No. 17-71659

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**AFFIDAVIT OF ZOLTAN RACZ
(sworn September 28, 2017)**

I, Zoltan Racz, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I am Chief Engineer, In-House Systems at Ford Motor Company. Until March 2017, I was Vice-President, Platform Software at BlackBerry Limited. In that role, I managed a large number of employees in Canada who worked on software development and testing, mostly in the Ottawa and Waterloo offices. As such, I have knowledge of the matters contained in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.
2. ***Project Silver and my offer from Ford.*** “Project Silver” was the project in which BlackBerry was providing engineering services to the Ford Motor Company. The engineering services related to Ford’s connected and autonomous vehicle technology, a new area of technology that is innovative and rapidly growing.
3. I received my job offer from Ford on December 8, 2016. I clearly understood that it was my choice whether to accept the offer or not.



4. I was happy about the offer and the opportunity to go to Ford to continue to work on this emerging area of technology in which Ford appeared to be heavily investing. When I reviewed the terms of my offer, I understood that I would be a new employee at Ford, and that my years of service at BlackBerry would not be carried over to Ford. I also understood that if I accepted this job offer, I would be resigning from BlackBerry and therefore was not expecting to receive a severance package from BlackBerry.

5. Overall, the terms of the Ford offer were attractive to me and that is why I decided to accept the offer. I informed Ford of my decision.

6. ***The December 9, 2016 meeting.*** On December 9, employees on Project Silver were invited to attend a town hall meeting that included presentations from representatives of Ford. As far as I am aware, some of the attendees had already begun work on Project Silver several weeks earlier, while others had been informed that they would be working on the project beginning in the new year.

7. This town hall meeting provided employees an opportunity to ask questions about engineering services work we were doing for Ford. The Ford representatives also indicated that Ford intended to make job offers to many employees in the new year. They described Ford and some advantages of working at Ford.

8. After this meeting I had individual discussions with a lot of employees that I managed. Based on those discussions, the overwhelming feedback I got from the employees I spoke to reacted positively to the option of moving to Ford. Many employees indicated that they were excited about this opportunity. They conveyed to me that they viewed this as a good opportunity to work on a growing area of technology at a stable company.

9. ***My interactions with other employees about their offers.*** The employees I managed received their job offers from Ford in mid-January 2017 for the most part. After they received their offers and while they were considering them, I had numerous one-on-one conversations with employees about their Ford offers. Those conversations 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 me different



questions in these discussions. It was obvious that employees were weighing the factors they each thought were important in considering whether to accept their offer. I estimate that I had discussions with up to about 25 employees in Ottawa. I also had discussions individually with a number of employees in Waterloo and Mississauga (approximately an additional ten employees).

10. Some of the questions from employees were directed to me as a leader of Project Silver who had already accepted the Ford offer, while others were questions that focused more on policy or process at BlackBerry.

11. Some employees spoke to me about what their options and role would be if they decided to decline the Ford offer. I told those employees I understood (from BlackBerry Human Resources) that BlackBerry would use its best efforts to find them an equivalent continuing role on another team/project. A small number of employees were wanting more information about their specific options if they turned down the Ford offer, and I encouraged them to speak to Chris House and certain others within BlackBerry about specific roles going forward. For employees who were asking about this, I indicated that the likelihood of continuing in an equivalent role would be impacted by their particular role and skillset and by how many employees turned down the Ford offers. As far as I recall, only 1 or 2 employees asked me what would happen if they turned down the Ford offer and were ultimately not able to be placed on another team/project. I told them that in that scenario there might then be some layoffs.

12. In the various individual discussions I had with employees, some employees expressed concern about giving up the tenure they had built up at BlackBerry if they accepted the Ford offer. I encouraged the employees to weigh the benefits of the Ford offer with any downsides of it. I indicated to various employees that I thought the Ford opportunity was a good one given its commitment to this new area of technology and Ford being a large, stable company. Many employees indicated they felt the same way. Based on those discussions, it seemed clear those employees realized that the choice was entirely theirs (which I emphasized to them) and if they chose to accept the Ford offer, they would be resigning from BlackBerry and would not be receiving severance.

13. If Mr. Parker is asserting that employees who received offers of employment from Ford felt that they did not have a choice other than to accept the offer, and that their careers at

A handwritten signature in black ink, appearing to be 'Riz'.

BlackBerry were likely over if they turned down the offer, I disagree with those assertions. That was not my understanding or how I felt in making my own decision to accept the offer from Ford, nor did the employees I spoke with during the process indicate that they felt that way or had that understanding.

14. *Offer acceptances and rejections.* Various managers emailed me to keep me posted on the offer process with their teams. I was encouraged by employees' initial positive reception of the offers, and by the reports from the managers on the ground at other sites, an example of which is attached as **Exhibit "A"**.

15. Overall, employees' reactions to their particular offers (conveyed to me) were positive. By way of example, as Robin McCabe (a BlackBerry employee in Ottawa) put it in an email to me about her decision, "I have made my decision and will be accepting the offer ☺ ... This is truly a unique experience and luxury; to be handed a new career in a new industry." Ms. McCabe's email is attached as **Exhibit "B"**; a similar email from another employee is attached as **Exhibit "C"**.

16. I am aware, though, that after considering their offers, a relatively small number of employees chose to decline them.

17. On about February 2, 2017 employees who had accepted their Ford offer received an email from BlackBerry Human Resources addressing a number of points relating to our upcoming departure, one of which was a request for a confirmatory resignation letter from the employee. I was not personally surprised or concerned about this request – it did not trouble me that BlackBerry wanted me to confirm my upcoming resignation in writing.

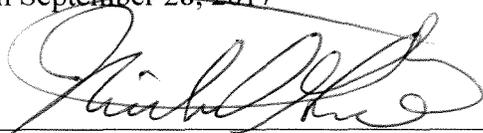
18. Some individual employees spoke to me about the resignation letter request. I understood from those discussions that those employees accepted and understood that they were resigning, but they had some concern about providing a letter at that stage since they understood they would be subject to a probationary period at the start of their employment at Ford. After that, I understand Ford confirmed to us that it would in fact waive the probationary period, which I think addressed those employees' concerns. Some employees conveyed that they wanted to alter the words of the resignation letter template, which I indicated they were free to do (which gave



them comfort). I told them I myself was providing the form of resignation letter I was comfortable with.

19. Prior to leaving BlackBerry's employ, I provided it with a letter which confirmed that I was resigning effective February 28, 2017. I started my employment with Ford on March 1, 2017.

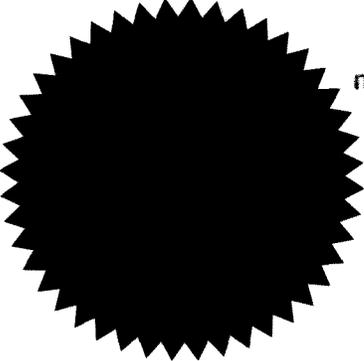
SWORN BEFORE ME at the City of
Ottawa, in the Province of Ontario
on September 28, 2017



Commissioner for Taking Affidavits
(or as may be)



Zoltan Racz



Michel H. Goulet
notaryonwheels.ca (613) 447-4399
11-300 Earl Grey Dr. #401
Kanata, ON K2T 1G1

Tab A

This is Exhibit "A" referred to in the
Affidavit of ZOLTAN RACZ
sworn before me, this 28th day of
September, 2017



A Commissioner, etc.

Michel H. Goulet

notaryonwheels.ca (613) 447-4399
11-300 Earl Grey Dr. #401
Kanata, ON K2T 1G1

From: Daryl Martin [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DMARTIN]
Sent: 1/17/2017 12:37:02 PM
To: Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=zracz]; Vilok Kusumakar [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=vkusumakar]; Leonard Lehrer [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=llehrer]
Subject: The word on the street

Zoltan,

I wanted to give you a quick update about the offers at the Waterloo site.

- Everyone I have talked to so far, ~20 people, have been either very happy or happy with their package.
- I'm still yet to find one person who is not happy with the offer.
- I've talked to BlackBerry HR and not one person has visited them in the office on the 2nd floor today.
- I expected some foot traffic to ask questions like "What happens if I stay at BlackBerry" but that's been minimal.
- We have had quite a few less HR questions for BlackBerry than the Mississauga site (which is great)
- Feedback from Gary J has been positive as all of the meet and greet sessions.
- Feedback from Ford HR has been very positive and they believe things are going very smoothly.
- Ford will be on site tomorrow from 1:00-5:00 discussing benefits with everyone, which I expect to be very well received.
- Dinner last night went very well as a lot of key folks had an opportunity to talk face to face with either Ford HR or Gary.
- We had a total of 17 folks from BlackBerry attend.

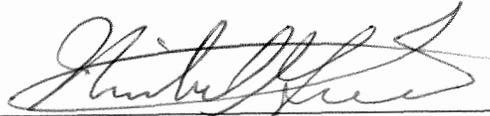
Overall, it's been a very smooth process and even the freezing rain we got this morning didn't slow things down.

Thanks,

Daryl Martin
Manager, Location & Telemetry Technologies
Office: 519-597-3946
Mobile: 519-498-2468
dmartin@blackberry.com
BlackBerry. Secured. Protected. Connected.

Tab B

This is Exhibit "B" referred to in the
Affidavit of ZOLTAN RACZ
sworn before me, this 28 day of
September, 2017



A Commissioner, etc.

Michel H. Goulet
notaryonwheels.ca (613) 447-4399
11-300 Earl Grey Dr. #401
Kanata, ON K2T 1G1

From: Robin McCabe [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=RMCCABE]
Sent: 1/25/2017 12:53:34 PM
To: Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=zracz]
CC: Leonard Lehrer [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=llehrer]
Subject: RE: Ford offers - next steps

Hi Zoltan,

Yes, I wrote Alyssa yesterday asking about the next steps. I have made my decision and will be accepting the offer ☺ I'll drop it off to Alyssa and Ron on Friday. I would like to say thank you so much for all the hard work and time that both you and Leonard have put into this deal to make it a reality for so many talented people. This is truly a unique experience and luxury; to be handed a new career in a new industry. Looking forward to continuing to work with you and the team.

Robin

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

Bcced to all Silver Ottawa team,

I got a number of questions on the "next steps" and decided to send everyone on Silver in Ottawa a message.

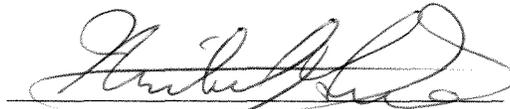
In terms of next step on offers, this is what the expectation from Ford is:

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

Best regards,
Zoltan

Tab C

This is Exhibit "C" referred to in the
Affidavit of ZOLTAN RACZ
sworn before me, this *28* day of
September, 2017

A handwritten signature in black ink, appearing to read "Michel H. Goulet", written over a horizontal line.

A Commissioner, etc.

Michel H. Goulet
notaryonwheels.ca (613) 447-4399
11-300 Earl Grey Dr. #401
Kanata, ON K2T 1G1

From: Xi Yang [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=XYANG]
Sent: 1/26/2017 12:44:08 PM
To: Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=zracz]
Subject: Ford Offer

Zoltan,

The Ford offer is good to me and I am going to accept it.

I would like to extend my big thanks to you, for bringing this deal for me.

I am always happy to work with you and it's my great pleasure to continue to work with you.

Thanks,
Xi

Tab 12

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**AFFIDAVIT OF COLIN HO
(sworn October 3, 2017)**

I, Colin Ho, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. From the start of March 2017 until now, I have been (and remain) a Senior Architect at Ford Motor Company and was previously a Senior Manager, Input Systems at BlackBerry Limited. As such, I have knowledge of the matters contained in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.
2. ***My employment at BlackBerry.*** I worked at BlackBerry for over a decade as a software engineer. In my final role as Senior Manager, Input Systems, I had a team of roughly 20-25 software developers and testers in Ottawa and Waterloo that reported to me.
3. In about late 2016, members of my team and I began working on an engineering services project for Ford, known as "Project Silver". Under that project, BlackBerry was providing engineering services relating to automotive technology for Ford vehicles.
4. ***Offer of employment from Ford.*** On about December 8, 2016, I had met with a representative of Ford and received a job offer. The Ford offer was presented to me, and I

CH

understood it, as just that: an offer of employment. I understood that it was my choice whether to accept the offer or to decline it.

5. I was very interested in the Ford offer and was personally ready for a move. I did, however, have some initial questions about some of the terms of my offer and so I reached out to Ford to discuss the terms of the offer.

6. At the time when I was considering Ford's offer, I understood that if I did not accept the offer, I would remain a BlackBerry employee and felt there would likely be a continuing role for me if I made that decision (given what my particular role and position was at BlackBerry). As far as I was aware, the likelihood of any particular employee being redeployed if they turned down the Ford offer would be affected by what the person's particular role and skillset was and by how many people turned down the Ford offers.

7. After I concluded my discussions with Ford on the terms of its offer, I ultimately was satisfied with the offer and therefore decided to accept it. I made the decision to accept the offer based on my own situation and considerations.

8. ***My interactions with other employees.*** As far as I am aware, most employees in the Ottawa office received offers of employment in about mid-January 2017. I had a number of individual discussions with employees on my team after they received their offers, during the time when they were considering them. Based on those discussions, people's reactions to the offers were generally positive - various people indicated they saw it as a solid offer to continue to do the work that we were currently doing as part of Project Silver and with greater stability than we had generally enjoyed for the last number of years at BlackBerry (i.e. going to Ford seemed to be a safe career move).

9. Some employees I spoke to expressed some questions or concerns with certain terms of their Ford offer. I understood they were factoring those into their decision-making about their offer and whether to accept it. 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.

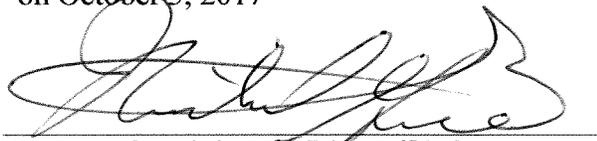
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10. During the time when people were considering their offers, there was also discussion amongst various employees about what their options were if they stayed at BlackBerry. I spoke to some employees on my team about this and indicated to them that the chances of them being placed on another team/project in a long term continuing role would probably be affected by their own particular job function and by how many people turned down the Ford offers.

11. *The request for resignation letters.* On about February 2, 2017, I and other employees who had accepted the Ford offers received a request from BlackBerry Human Resources for a confirming letter of resignation. I was not surprised by this and had already planned to provide a resignation letter giving BlackBerry two weeks' notice of my departure date.

12. There was discussion amongst some employees about this request and also the accompanying request to sign a further continuing confidentiality agreement. I spoke to some employees on my team about this. I do not recall any of my team members expressing surprise to me that this was considered a resignation (or indicating to me that they were not resigning).

SWORN BEFORE ME at the City of
Ottawa, in the Province of Ontario
on October 3, 2017



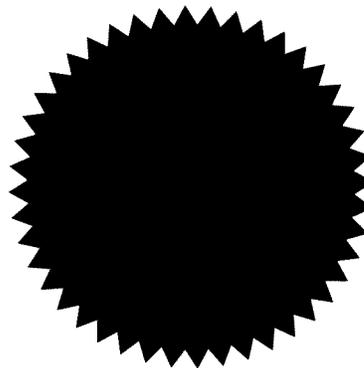
Commissioner for Taking Affidavits
(or as may be)

Michel H. Goulet

notaryonwheels.ca (613) 447-4399
11-300 Earl Grey Dr. #401
Kanata, ON K2T 1G1



Colin Ho



Tab 13

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**AFFIDAVIT OF MARTIN VAN HOECKEL
(sworn October 2, 2017)**

I, Martin van Hoeckel, of the City of Woodstock, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am currently employed at Ford Motor Company and was previously a Camera Designer at BlackBerry Limited. As such, I have personal knowledge of the matters contained in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.
2. I began working at BlackBerry as a co-op student and eventually joined the company as a full-time employee. I worked in a hardware role as a camera developer throughout my time at BlackBerry, serving in a number of different roles. In my final role at BlackBerry, I led functions relating to camera metrology and image quality hardware.
3. I was informed by a number of my colleagues that they had accepted job offers at Ford in the context of Project Silver in early 2017, which I understood from them involved BlackBerry's provision of engineering services to Ford. Although I was aware of that project, I was not personally involved in it and did not attend any of the employee meetings relating to it or receive communications sent to employees who were on it.

4. Because of the changes that had been occurring within BlackBerry's business, I began to have some concerns about my long-term future at BlackBerry given my particular role at BlackBerry. I learned in early February 2017 from a colleague at BlackBerry that a Ford representative had apparently indicated that Ford was looking for someone with skills in camera development. I was interested in interviewing for that role. I subsequently did interview with Ford, and then received an offer from Ford on or about February 22, 2017.

5. I accepted Ford's offer the following day, February 23, 2017. After accepting the offer, I informed my Human Resources representative at BlackBerry, Amber Jessup, that I had received and accepted the offer and therefore was resigning from BlackBerry as of February 28, 2017. I began my employment at Ford, where I still work, on March 1, 2017.

SWORN BEFORE ME at the City of
Waterloo, in the Province of Ontario
on October 2, 2017



Commissioner for Taking Affidavits
(or as may be)



Martin van Hoeckel

Melody Ethel Burke,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires September 5, 2020.

Tab 14

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**AFFIDAVIT OF NICK LANDRY
(sworn September 29, 2017)**

I, Nick Landry, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I have worked at BlackBerry Limited since 2010. Currently, I am a Senior Applications Software Developer at BlackBerry, in its Mississauga office, and as such have knowledge of the matters contained in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.

2. ***My role on Project Silver.*** As of late 2016, I had been working on BlackBerry's Avengers project, which related to Android mobile devices. This and all of the other projects I have worked on over the years at BlackBerry have been software development roles. I was not amongst the initial group of BlackBerry employees that began providing engineering services to Ford, known as "Project Silver". I helped out from time to time on that project and then joined the team to provide engineering services in January 2017.

3. ***The December 9, 2016 Town Hall meeting.*** On about December 9, 2016, I recall attending a joint town hall meeting relating to Project Silver, hosted by Ford and BlackBerry. The Ford representatives at the meeting announced that Ford intended to make job offers to employees working on Project Silver. The Ford representatives talked about their organization and benefits of working there.

4. ***The Ford job offer.*** I received a job offer from Ford in mid-January 2017. I received my offer at a one-on-one meeting with a representative from Ford. During the meeting, I had an opportunity to discuss the offer. I believe other colleagues on my team had individual meetings with a Ford representative as well. Ford representatives were also available after the meetings if we had further questions. A representative from BlackBerry Human Resources, Lisa Carswell, was on site in Mississauga as well to answer any questions we might have of BlackBerry following our meetings with Ford.

5. After I got my offer from Ford, I spoke with Ms. Carswell. I asked her what my options would be at BlackBerry if I declined the offer. She told me that I would remain a BlackBerry employee and that BlackBerry would take steps to place me on another project in an equivalent role. I understood from her that there were many software-related roles on other teams or projects that would need to be filled. She also indicated if too many people turned down their offers, there might subsequently have to be some layoffs (and if that happened at any point, people would receive severance in accordance with their employment agreement).

6. I always understood that it was my choice whether to accept the Ford offer or decline it; that seemed obvious. Based on my discussion with Ms. Carswell, I thought that my chances of being placed on another project within BlackBerry, if I declined the Ford offer, were good given my particular role at BlackBerry. Also, my impression was that a lot of my colleagues were excited by the Ford job opportunity, so I was not expecting that a lot of people would likely decline their offers.

7. After we had received our offers, I spoke to many of my colleagues in the Mississauga office. As far as I recall, I spoke to at least a dozen people. There was a lot of discussion amongst employees about this at that time. I also spoke to managers in the office. The particular employees I spoke to were excited by the offer and opportunity to work at Ford, which seemed like a very stable company. By comparison, over the years BlackBerry employees had gotten used to less long-term stability given all the changes that had occurred in the past at BlackBerry.

8. After I received my offer and while I was considering it, I sought further information about my continuing options at BlackBerry (besides my discussion with Ms. Carswell). I reached out to my director, Joey Benedek, to explore my options and further find out how likely it was

that BlackBerry would find me an equivalent role on another project. Based on this discussion with Mr. Benedek and my earlier conversation with Ms. Carswell, I believed that I would probably be successfully placed on another team/project, although I realized there were no guarantees.

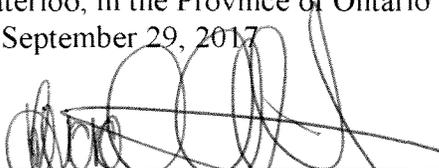
9. While I was still considering Ford’s offer, my manager, Orlin Stoev, encouraged me to give it real consideration and to speak to Ford if there were terms of the offer I wanted to negotiate, including the compensation terms. I did speak with Alyssa Andree, a Human Resources representative at Ford, about the terms of my Ford offer and it seemed like there might be some room to negotiate compensation.

10. By the end of January, however, I ultimately decided that the Ford opportunity was not the right choice for me. Attached as **Exhibit “A”** is an email from me to Mr. Stoev from January 29 regarding my final decision. I made my decision to decline the offer from Ford, taking into account my particular circumstances and preferences and the discussions with Mr. Benedek, Mr. Stoev, Ms. Carswell and others at the time.

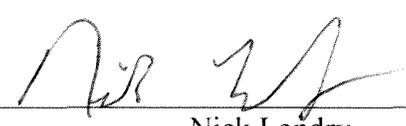
11. **My current role.** After I informed BlackBerry of my decision to decline the Ford offer and remain a BlackBerry employee, I had further discussion with Mr. Benedek about my placement on another team/project. We together agreed that I would continue in my same role at BlackBerry, but working on a different project – which is what I have done. My level, title, job profile and office location have remained the same.

12. If Mr. Parker is asserting that employees who received Ford offers felt that they had no choice but to accept the offer, and that their careers at BlackBerry were likely over if they turned down the offer, I disagree with those assertions. That was not my understanding or the way I felt.

SWORN BEFORE ME at the City of Waterloo, in the Province of Ontario on September 29, 2017



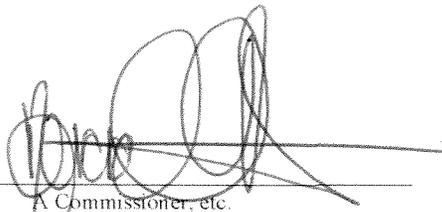
Commissioner for Taking Affidavits
MARCIA ELIZABETH SCHIECK,
Notary Public
Regional Municipality of Waterloo
Limited to the attestation of instruments
and the taking of affidavits,
for BlackBerry Limited and its subsidiaries
Expires 17th day of April 2018



Nick Landry

Tab A

This is Exhibit "A" referred to in the
Affidavit of NICK LANDRY
sworn before me, this 29th day of
September, 2017



A Commissioner, etc.

MARCIA ELIZABETH SCHIECK,
Notary Public
Regional Municipality of Waterloo
Limited to the attestation of instruments
and the taking of affidavits,
for BlackBerry Limited and its subsidiaries
Expires 17th day of April, 2018

From: Nick Landry [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=NLANDRY]
Sent: 1/29/2017 10:18:04 PM
To: Orlin Stoev [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=ostoev]
Subject: Ford offer

- 252

Hey Orlin,

Thanks for the call on Friday. I've thought through everything again and I'm going to have to pass.

Prior to the offer I was pretty excited about the opportunity at Ford. The initial offer wasn't as good as I expected, and I had to carefully think about everything. I've enjoyed my time at BlackBerry (all jokes aside) and I feel like Ford is a bit of an unknown. It's probably a fine place to work, I just don't know. When I factor in everything, the initial offer isn't good enough for me to leave. An additional 2-3% isn't enough either, so I think we're just too far apart for this to work.

Who knows what the future will bring. Maybe in a year I'll be calling for a job with my hat in hand.

Here's where I should insert some sentimental "best wishes" type stuff. But I'll be seeing you guys around for a couple more weeks, so there will be plenty of time for that.

Talk to you later,

Nick

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

Tab 15

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

**AFFIDAVIT OF MICHAEL MULLIN
(sworn September 29, 2017)**

I, Michael Mullin, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I have worked as a full-time employee at BlackBerry Limited since 2008 (and as a co-op intern in 2006 and 2007). Currently, I am a Software Developer employed at BlackBerry. As such, I have knowledge of the matters contained in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.
2. ***Project Silver and the Ford job offer.*** I joined the team at BlackBerry that was providing engineering services to Ford in or about January 2017 (about the first or second week of January, I believe) – this engineering services project was referred to as “Project Silver”. I was aware of the project prior to being staffed on it because I had some colleagues who were already working on it.
3. In mid-January, I met with a representative of Ford and received an offer of employment from Ford. During the meeting, I had an opportunity to discuss the offer. Ford gave me a week to decide whether or not to accept the offer. I was aware that my colleagues were having individual meetings with Ford around the same time and were also receiving job offers.

4. *Considering my offer from Ford.* After receiving my Ford offer, I took time to consider it. I found the offer interesting as it provided higher pay, a signing bonus, and better benefits than I had at BlackBerry. However, I was not particularly interested in leaving BlackBerry – working at BlackBerry had been my goal since the time I went to college.

5. I always understood that the choice was entirely mine as to whether to accept or decline the Ford offer. I also understood that if I decided to accept the offer, it would mean that I was resigning from BlackBerry, and so would not be entitled to receive severance from BlackBerry. This itself did not concern me because I saw the Ford opportunity as a stable one, working in a growing area of vehicle technology.

6. Before I made my decision on Ford's offer, I spoke with a manager at BlackBerry, Jean Dolbec, about the possibility of being placed on his team if I turned down Ford's offer. My understanding was that if I declined the Ford offer, my employment with BlackBerry would continue and BlackBerry would take steps to place me on another suitable team/project. Based on that discussion with Mr. Dolbec, I thought I had a very good chance of being placed on his team, although he could not give me a guarantee. I also knew that there were other roles that were and would be available on other teams. For example, I knew that Anish Aggrawal had roles – Anish was a director responsible for multiple teams, with whom I also spoke to at some point in the process.

7. Before making my final decision, I had a further email exchange with Ford representatives on January 24-25, attached as **Exhibit "A"**.

8. Based on the discussions I had and my own situation and goals, including my prospects of being placed on another team or project within BlackBerry, I ultimately decided to decline the Ford offer and remain a BlackBerry employee.

9. If Mr. Parker is asserting that all employees who received offers of employment from Ford felt that they did not have a choice other than to accept the offer, and that their careers at BlackBerry were likely over if they turned down the offer, I disagree with that inasmuch as it applied to my own circumstance and thought process. That was not my understanding or the way I felt.

10. ***My discussions with other employees.*** Immediately after Ford had made the job offers, there was a lot of discussion amongst employees about them. I spoke to a number of my colleagues at the time. From the particular discussions I had, some people seemed happier than others with their particular offer (level of seniority seemed to be a factor based on the discussions I had). People were balancing aspects of their offer from Ford and their options at BlackBerry (and different people would have weighed various factors differently). Overall, peoples' reactions seemed to be quite positive – people I spoke to were generally excited by the opportunity to continue working on this new type of automobile technology at Ford. Some colleagues indicated to me that they were concerned about their loss of seniority and giving up any severance entitlement they had built up at BlackBerry if they decided to accept their Ford offer. It seemed clear that the people I spoke to understood that if they accepted their Ford offer, they would be resigning and would not be entitled to receive severance from BlackBerry upon leaving.

11. ***My continuing role at BlackBerry.*** After making my decision to decline Ford's offer, I let Mr. Dolbec know. A copy of email correspondence with him at that point is attached as **Exhibit "B"**. I was able to secure a continuing role on Mr. Dolbec's team.

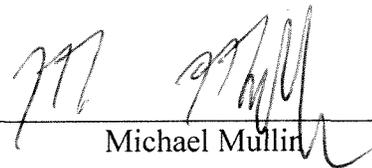
12. My placement on to Mr. Dolbec's team began on March 1, 2017, after I completed my remaining engineering services work on the Ford project. My level, title and job profile remained the same. The role is equivalent to the role I previously held.

SWORN BEFORE ME at the City of
Ottawa, in the Province of Ontario
on September 29, 2017



Commissioner for Taking Affidavits
(or as may be)

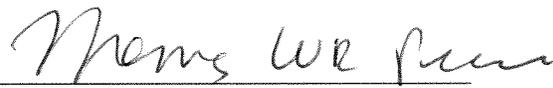
Thomas W.E. Prowse



Michael Mullin

Tab A

This is Exhibit "A" referred to in the
Affidavit of MICHAEL MULLIN
sworn before me, this 29th day of
September, 2017

A handwritten signature in cursive script, appearing to read "Thomas W. Ryan".

A Commissioner, etc.

From: Majer, Steven (S.) [smajer@ford.com]
Sent: 1/25/2017 10:15:24 AM
To: Michael Mullin [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=mimullin]
CC: Andree, Alyssa (A.) [aandree@ford.com]; Majer, Steven (S.) [smajer@ford.com]
Subject: RE: Offer from Ford Canada

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Hello Michael,

In determining the offer, several considerations were made including relative responsibilities, technical expertise, and scope and complexity of work to be performed on a comparative basis. These decisions were made with input from several stakeholders including Silver management.

Furthermore, we also wanted to extend our best offer to encourage as many individuals as possible to join the Ford team. With over 300 offers being extended to individuals in a short amount of time, our process does not allow for individual negotiations. When you consider all of the variables including salary, variable compensation, pension and benefits holistically, the offer as extended is clearly generous.

I apologize for our inability to be more flexible in this regard.

I still hope that you weigh all of the employment offer factors and the nature of the opportunity again and consider joining the Ford team. I am sure that you will have many opportunities to grow with Ford.

Steve Majer

Vice President, Human Resources, Ford of Canada
 Phone 905-845-2511, ext. 1165; dialnet 853-1165
 e-mail: 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: Andree, Alyssa (A.)
Sent: Tuesday, January 24, 2017 6:55 PM
To: Majer, Steven (S.)
Subject: FW: Offer from Ford Canada

From: Michael Mullin [<mailto:mimullin@blackberry.com>]
Sent: Tuesday, January 24, 2017 5:27 PM
To: Andree, Alyssa (A.)
Subject: Offer from Ford Canada

Hello. As a Blackberry employee, I have received an offer package late last week. Coming to a conclusion about whether to take this package is very difficult, and doing so in just 1 week makes me feel rushed and pressured.

I am also concerned that Blackberry has shared my salary information with Ford. I understand why this was done, to expedite a quick transition, but I consider my salary to be private information and Ford's prior knowledge of my salary with Blackberry is an unfair negotiation tactic.

The package is very generous in many respects, and it makes me believe that Ford cares about the long term wellbeing of their employees. It makes me believe that a happy employee is a productive employee.

Even more important to me is how interesting and technically challenging the work within Ford will be. Working on the project, designing and developing fresh new software, and learning new things makes me very, very happy to contribute to the project.

It would ease my concerns about an imbalance in negotiation information, and make me feel less rushed if you would increase the offer of salary to me.

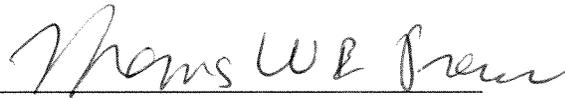
I am good at my job. Ford and I will have a very productive relationship. I would like us both to be happy with the agreement.

Michael Mullin

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 B

This is Exhibit "B" referred to in the
Affidavit of MICHAEL MULLIN
sworn before me, this 29th day of
September, 2017

A handwritten signature in cursive script, reading "Thomas W. Brennan". The signature is written in black ink and is positioned above a horizontal line.

A Commissioner, etc.

From: Jean Dolbec [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=JDOLBEC]
Sent: 1/27/2017 2:15:51 PM
To: Michael Mullin [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=mimullin]
Subject: RE: Time to talk

260

OK thanks for letting me know. I will move this forward.

J.D.

From: Michael Mullin
Sent: Friday, January 27, 2017 1:45 PM
To: Jean Dolbec <jdolbec@blackberry.com>
Subject: RE: Time to talk

Just FYI. I've decided not to pursue the Ford offer, I would prefer to stay with Blackberry. I would love an opportunity to work with you and your team in the future.

From: Jean Dolbec
Sent: Thursday, January 26, 2017 11:08 AM
To: Michael Mullin
Subject: RE: Time to talk

I'm free until noon. If that works drop by anytime.

J.D.

From: Michael Mullin
Sent: Thursday, January 26, 2017 10:48 AM
To: Jean Dolbec <jdolbec@blackberry.com>
Subject: Time to talk

Would you have time to talk about reqs open for your team?

Tab 16

**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*

AFFIDAVIT OF DAVID PARKER

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

1. On June 9, 2017, I swore an Affidavit as the proposed Representative Plaintiff in this action. As such, I have knowledge of the matters stated in this Affidavit.
2. On October 19, 2017, I was provided with a copy of the Responding Motion Record of the Defendant, BlackBerry Limited (“Responding Motion Record”).
3. I swear this Affidavit in response to certain information contained in the Responding Motion Record and further to the Evidence I provided in my Affidavit sworn June 9, 2017.

Other Job Opportunities

4. At paragraphs 95 and 96 of Rebecca Graham's Affidavit, sworn October 2, 2017 ("Graham Affidavit"), she states that it appeared that, for a period of time prior to the events at issue, I was considering leaving BlackBerry Limited's ("BlackBerry") employ.
5. Prior to starting employment with BlackBerry, I signed up for automated email messages of employment opportunities for which I was qualified. Once I was hired by BlackBerry, I chose to continue receiving these messages, in case something happened to my employment. I was not actively seeking another employment opportunity.
6. Throughout my employment with BlackBerry, BlackBerry has laid off a significant number of employees; I personally laid off approximately twelve (12) employees since 2013. My fear for my own job security at BlackBerry led me to continue receiving these automated messages.
7. Edwin Llanos, with whom I exchanged the emails found in Exhibit "QQ" of the Graham Affidavit, was my Manager and is a mentor and a friend to me. I have kept in touch with him since he left BlackBerry. I worked for him for approximately twelve (12) years.
8. Other emails found in Exhibit "QQ" of the Graham Affidavit include exchanges with Darrell Wellington. He is a former BlackBerry colleague, and has hired other BlackBerry employees who also used to report to me.
9. At paragraph 97 of her Affidavit, Ms. Graham asserts that the above-mentioned email exchanges affected my decision-making and my belief or understanding on various points addressed in my Affidavit sworn June 9, 2017. This is not true. Rather, it was BlackBerry's communications to me and others about the Ford Motor Company of Canada's ("Ford") offer and our continued employment at BlackBerry that had a

direct impact on my decision-making at the time leading up to the receipt of offers from Ford, and prior to my deciding whether or not to accept the offer made to me.

10. For example, John Chen had been talking about closing BlackBerry's Handheld Business Unit since early 2015, should they not be able to make a profit. It was not a secret that BlackBerry's workload and the need for its employees were on the decline.

Disagreement with Action

11. At paragraphs 4(e) and 90-92 of the Graham Affidavit, paragraph 31 of Amber Jessup's Affidavit, sworn October 3, 2017 ("Jessup Affidavit"), and paragraph 17 of Lisa Carswell's Affidavit, sworn October 2, 2017 ("Carswell Affidavit"), all three of these BlackBerry Human Resources ("HR") employees state that employees voiced their disagreement with this action or wanted to distance themselves from this action.
12. No current or former BlackBerry employee has approached me to tell me they disagree with this action. Prior to reading the Responding Motion Record, I was not aware that any employee(s) wanted to distance themselves from this action.
13. I have, however, been approached by some individuals who were seeking more information about this action.

Continuing Need for Employees at BlackBerry

14. At paragraphs 4(d) and 88 of the Graham Affidavit, Ms. Graham states that BlackBerry has a continuing need for additional employees within its Mobility Solutions unit.
15. However, on February 23, 2017, which is the day on which BlackBerry sent the "Frequently Asked Questions" ("FAQ") email to me and the other transferred Silver Team Employees (Exhibit "L" to my Affidavit sworn June 9, 2017), I looked at

- BlackBerry's internal job site for available postings. A copy of this job search is attached hereto as Exhibit "A". According to my understanding of this document, over 40% of the available jobs were for students on a four-month contract, at various BlackBerry locations (not all in Ottawa). The remaining jobs were in areas that many of the proposed Class Members, including myself, did not work while at BlackBerry.
16. Even though Ms. Graham confirms at paragraph 83 of the Graham Affidavit that all seven (7) individuals who declined Ford's offer of employment are still employed with BlackBerry, my understanding was that there were certainly not enough available jobs for the approximately 299 individuals that accepted employment with Ford, should they all have declined such an offer, and this was certainly not the message provided to BlackBerry employees who asked about options should they decline their Ford offer.
 17. Ms. Graham asserts at paragraphs 19, 55 and 99, and found in Exhibits B, L, RR, SS, and TT, of her Affidavit, that if an employee asked BlackBerry HR what would occur if they declined the Ford offer, they were continually told by BlackBerry HR employees and various senior Managers and Directors that they would remain a BlackBerry employee, and that BlackBerry would take steps to try and find them an internal position.
 18. However, in my experience, BlackBerry would not guarantee a position or provide any indication of how many roles, or what roles, needed to be filled. It is my understanding, based on my own discussion with other Silver Team employees and my review of the Responding Motion Record, that this was the same message BlackBerry provided to all Silver Team employees who enquired about options should they decline the Ford offer: see paragraphs 10 and 19 of the Jessup Affidavit, paragraphs 5 and 10 of the Carswell Affidavit, paragraphs 11 and 13 of Jennifer Mascarin's Affidavit, sworn October 2, 2017 ("Mascarin Affidavit"), and paragraph 11 of Zoltan Racz's Affidavit, sworn September 28, 2017 ("Racz Affidavit"). Michael Mullin and Nick Landry, in their Affidavits sworn September 29, 2017, both

- confirmed that their Manager and Director, respectively, told them that there was no guarantee of a position should they decline the Ford offer (see paragraphs 6 and 8 of their respective Affidavits).
19. At paragraph 55 of her Affidavit, Ms. Graham asserts that I was informed that there were “many roles” on other projects or teams to be filled going forward. This is not true. I enquired about roles with the QNX team and Amber Jessup told me there were no new roles: see Exhibit H of my Affidavit sworn June 9, 2017. Only after we started this action, BlackBerry communicated that HR would “work to find me a suitable/comparable role” without providing me any certainty of what was available: see Exhibit I of my Affidavit sworn June 9, 2017,
20. BlackBerry pressured employees to accept the Ford offers. They did this by providing no guarantee of a position within BlackBerry, or of the number of available jobs that would remain, coupled with the encouragement to strongly consider the Ford offer: see Exhibits B, N, and RR of the Graham Affidavit and paragraph 12 of the Racz Affidavit, in addition to paragraph 9 of Nick Landry’s Affidavit, in which he confirms that his Manager encouraged him to consider the offer. I was told the same message.

Discussions with Amber Jessup

21. At paragraph 27 of the Jessup Affidavit, Ms. Jessup claims to have told me that certain roles had already been approved and posted on BlackBerry’s internal site. Ms. Jessup never told me this. Ms. Jessup also never told me that “a further set of jobs” existed. I do, however, recall Ms. Jessup specifically telling me that BlackBerry could not guarantee me a position should I decline the Ford offer, and that there were no positions available within BlackBerry’s autonomous driving research center.

22. At paragraph 29 of the Jessup Affidavit, Ms. Jessup asserts that I interrupted her, demanded that she send me various information, and tried to insert myself into some discussions she was having. In fact, during the period in question I understood that Ms. Jessup always had an “open door” policy. There were always people coming in and out of her office, wanting to speak with her about various topics, particularly about Ford, and listening in when she was discussing relevant topics with others.
23. I wholly deny that I in any way interrupted her or acted in a manner that was not professional. One day while walking by her office, I overheard a discussion taking place about the Ford transition; I decided to stay and listen, and eventually also joined in the conversation. This only occurred once, not “several” times as specified by Ms. Jessup. Ms. Jessup never suggested that I was interrupting her, or that the way I was communicating with her was inappropriate in any way, nor did any other employee, at least not to my knowledge.
24. With respect to the conversation I reference in my February 9, 2017 email located at Exhibit “G” to the Jessup Affidavit, Hongchang Tian had invited me into the room where he and Ms. Jessup were discussing whether the “transaction” between BlackBerry and Ford was considered by Blackberry to be a sale of business.

Discussion with Ralph Pini

25. In Exhibit “RR” to the Graham Affidavit, Ralph Pini sets out a summary of what he recalls of our conversation following one of the town hall meetings in early December 2016. He specifically wrote that “Ford as a large company understands the need to provide competitive offers to attract talent”; Mr. Pini did not make such a comment to me.

Frequently Asked Questions

26. According to Exhibit "A" of the Mascarin Affidavit, Nathan Webster mentions how there was talk of building an FAQ as far back as December 2016, yet no FAQ was sent until February 23, 2017, almost one month after the deadline by which employees had to accept or decline the Ford offer, and more than one week after the Notice of Action for this action was issued. I was never made aware that BlackBerry was considering such an approach, nor had I heard about this prior to reviewing the Responding Motion Record.

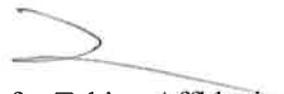
Changing Class Definition

27. In response to some of the concerns raised in the Responding Motion Record pertaining to the proposed Plaintiff class, I seek to modify the scope of the proposed class to the following:

All persons in Canada who were employees and/or dependent contractors of BlackBerry Limited ("BlackBerry"), who worked for BlackBerry in Canada, and who were offered and accepted employment with Ford Motor Company of Canada ("Ford") between January 1, 2017 and April 30, 2017, while excluding those BlackBerry employees who specifically sought out the possibility of working with Ford.

SWORN BEFORE ME at the City
of Ottawa, in the Province of Ontario
this 17th day of November, 2017.


DAVID PARKER



A Commissioner for Taking Affidavits

*Leigh Ruby Vera Norton, a Commissioner, etc.,
Province of Ontario, for Nelligan O'Brien Payne LLP,
Barristers and Solicitors.
Expires January 30, 2020.*

Tab A

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF
DAVID PARKER

SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2017.



A Commissioner for Taking Affidavits, etc.

Leigh Ruby Vera Norton, a Commissioner, etc.,
Province of Ontario, for Nelligan O'Brien Payne LLP,
Barristers and Solicitors.
Expires January 30, 2020.



search

David Parker (4611)



Find Jobs

Filter By

189 Results

search

Clear All

Open

Save

▼ Hiring Manager

Victoria Hill (41322) (8)

Anish Agrawal (3785) (6)

Jeremy Kominar (2573) (4)

Igor Makarenko (40887) (4)

David Hodge (38711) (4)



▼ Is Evergreen

False (184)

True (5)

▼ Job Family

General Administrative (86)

Direct Sales (26)

Software & Systems (23)

Network Services & Infrastru... (9)

Technical Solutions (8)

More

Systems Software Developer

20160766 | Posting Date: 19-Oct-2016 | Ottawa, Far

Motion Graphics Designer

20161141 | Posting Date: 24-Oct-2016 | San Ramon

Systems Software Developer

20160800 | Posting Date: 10-Nov-2016 | Ottawa, Far

E-Discovery Analyst

20161189 | Posting Date: 24-Nov-2016 | Waterloo, B

Software Developer II (Dev Ops)

20152260 | Posting Date: 28-Nov-2016 | Ottawa, Far

Senior Marketing Specialist, Demand Generati

20161241 | Posting Date: 3-Dec-2016 | San Ramon

European Patent Agent/Attorney

20152210 | Posting Date: 5-Dec-2016 | Munich, Serv

Systems Software Developer

20161228 | Posting Date: 6-Dec-2016 | Waterloo, Blc

Systems Software Developer (Sensor Developer

20161227 | Posting Date: 6-Dec-2016 | Waterloo, Blc

Field Application Engineer

20152241 | Posting Date: 9-Dec-2016 | Beijing, FFC

Security Operations Analyst II

20161165 | Posting Date: 15-Dec-2016 | Washingtor

Senior Security Specialist- Risk Management

20161166 | Posting Date: 15-Dec-2016 | Washingtor

San Ramon (11)	Security Software Development Student - 4 Mon 20170223 Posting Date: 24-Jan-2017 Mississaug
Ottawa, Innovation (11)	Senior Enterprise Account Manager M 20170133 Posting Date: 25-Jan-2017 London 2C
London (7)	Technical Support Analyst Intern - 4 Month Sum 20170183 Posting Date: 25-Jan-2017 San Ramon
Toronto, Eglinton (6)	Enterprise Account Manager 20170240 Posting Date: 26-Jan-2017 Montreal, H
San Mateo (5)	Principal Security Response Analyst 20161311 Posting Date: 26-Jan-2017 Bellevue, Bl
Mountain View, Fairchild (5)	Automated Test Development Student - 4 Month 20170209 Posting Date: 26-Jan-2017 Waterloo, B
Maidenhead, The Pearce Bui... (5)	Technical Support Analyst 20161163 Posting Date: 27-Jan-2017 Maidenhea
New York, Park Avenue (4)	Senior Professional Services Project Manager 20160866 Posting Date: 27-Jan-2017 London
Washington, K Street (3)	HR Shared Services Specialist 20170256 Posting Date: 30-Jan-2017 San Ramon
Irving, Bldg 2 (3)	Product Marketing Intern - 4 Month Summer Ter 20170268 Posting Date: 31-Jan-2017 San Mateo
Washington DC, Home Office (2)	Systems Administrator Intern - 4 Month Summer 20170273 Posting Date: 31-Jan-2017 San Ramon
Novi, Marque Corp Centre (2)	Applications Software Developer - Manufacturin 20170196 Posting Date: 1-Feb-2017 Ottawa, Inno
Montreal, Home Office (2)	Enterprise Solutions Development Student - 4 M 20170283 Posting Date: 2-Feb-2017 Waterloo, Blc
Chicago, Home Office (2)	Customer Value Discovery Manager (San Ramon 20170252 Posting Date: 2-Feb-2017 San Ramon
Boston Seaport (2)	Strategic Account Manager 20161305 Posting Date: 3-Feb-2017 Seattle, Hom
Atlanta, Home Office (2)	Senior Systems Software Developer 20170289 Posting Date: 7-Feb-2017 Ottawa, Inno
Arlington, Wilson Blvd (2)	Telecom Systems Administrator 20170312 Posting Date: 10-Feb-2017 Waterloo, B
Cary, CG2 (1)	Network Support Specialist II 20170313 Posting Date: 14-Feb-2017 Waterloo, B
Calgary, Home Office (1)	HR Business Partner Manager 20161157 Posting Date: 20-Feb-2017 Maidenhea
Birmingham, UK, Home Office (1)	Director, Cyber Security Operations Center 20161164 Posting Date: 23-Feb-2017 Arlington, W
Bellevue, Bldg B (1)	
Beijing, FFC (1)	
Amsterdam, Spaces Zuidas (1)	
Stuttgart, Home Office (1)	
Singapore, Goldbell Tower (1)	
Seattle, Home Office (1)	
San Diego, Home Office (1)	
Orlando, Home Office (1)	
Munich, Serviced Office (1)	

Mississauga, Buckhorn (1)

Minneapolis, Home Office (1)

Malmö, Home Office (1)

Los Angeles, Home Office (1)

London, Home Office (1)

Jakarta, Pacific Place (1)

Good Technology Nordics (1)

Denver, Home Office (1)

Coca-Cola Place North Syd (1)

Less

> Skills

> Time Type

> Worker Type

Tab 17

**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

AFFIDAVIT OF MICHAEL DAWSON

I, Michael Dawson, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the three other Class Employees referenced at paragraph 63 of David Parker's Affidavit, sworn June 9, 2017. I worked for BlackBerry Limited ("BlackBerry") from June 20, 2010 until February 28, 2017, and have been working for the Ford Motor Company of Canada ("Ford") since March 1, 2017. As such, I have knowledge of the matters stated in this Affidavit.
2. On October 19, 2017, I was provided with a copy of the Responding Motion Record of the Defendant, BlackBerry Limited ("Responding Motion Record").
3. I swear this Affidavit in response to certain information contained in the Responding Motion Record.

Continuing Need for Employees at BlackBerry

4. At paragraphs 4(d) and 88 of Rebecca Graham's Affidavit, sworn October 2, 2017 ("Graham Affidavit"), Ms. Graham states that BlackBerry has a continuing need for additional employees within its Mobility Solutions unit.
5. Notwithstanding, it was obvious to me and to others that BlackBerry was getting out of a business they had been in for a long period of time, which meant that they would not be able sustain the same number of employees as they had before.

Transfer to Project Silver

6. At paragraph 9 of the Graham Affidavit, Ms. Graham states that in the fall of 2016, BlackBerry entered into "Project Silver" with Ford. At the time, I was working on the Mercury project at BlackBerry. No information about Project Silver was provided at that time, other than the fact that it involved "Engineering Services".
7. On November 22, 2016, I received a telephone call from my Manager informing me that effective February 1, 2017, I would be moved to the Silver program. He confirmed having little to no knowledge of this program, and stated that Zoltan Racz, one of the senior leaders involved in the program, would reach out to me to provide me with further information. Mr. Racz did call me later that day to provide me with some background on the program, and then on December 6, 2016, he led an internal meeting with Ralph Pini to on-board employees who would be moving to the Silver program.
8. Following the town hall meeting on December 9, 2016, my Manager held a meeting with his team, during which it was discussed that a portion of his group would transition onto the Silver team, others may transition to TCL (not within BlackBerry), and the remaining employees would become part of the new Licensing Business within BlackBerry. I recall that some BlackBerry employees referred to these three options as "lists". Everyone on

the "Silver" list received an employment offer from Ford, except for those who had previously been on that list but were removed prior to offers going out.

- 9. Prior to being moved to the Silver team, I was never asked whether I was interested in joining that team, or doing any work for that team.
- 10. Then, on January 11, 2017, I received an internal email entitled "Welcome to Silver", in which it was confirmed that the start date of all remaining Silver staff was being accelerated to January 12, 2017, without any confirmation of what my role was, or what work I was expected to do. My official start date on the project did end up being January 12, 2017. Nevertheless, four days later, I received an email from Mr. Racz informing me, and others, that everyone who was part of the Silver team would be receiving an offer from Ford, including the schedule for such offers for each BlackBerry location. These two referenced emails are attached as Exhibit "A" and "B" to this Affidavit, respectively.

Discussions between BlackBerry and Ford

- 11. At paragraph 17 of the Graham Affidavit, Ms. Graham states that she did not know the terms of the Ford offers. I had not told Ford anything about my terms and conditions of employment with BlackBerry. I strongly believe that BlackBerry and Ford must have discussed my existing terms and conditions of employment because in Ford's offer to me, they were compensating me for the value of the lost stock awards that I had with BlackBerry, while also offering me a salary that was just a bit higher than what I was earning with BlackBerry.

SWORN BEFORE ME at the City)
of Ottawa, in the Province of Ontario)
this 17th day of November, 2017.)



A Commissioner for Taking Affidavits)


MICHAEL DAWSON

Tab A

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF
MICHAEL DAWSON

SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2017.



A Commissioner for Taking Affidavits, etc.

Leigh Ruby Vera Norton, a Commissioner, etc.,
Province of Ontario, for Nelligan O'Brien Payne LLP,
Barristers and Solicitors.
Expires January 30, 2020.

From: [Leonard Lehrer](#)
Subject: Welcome to Silver
Date: January 11, 2017 11:25:11 AM

Sent via Bcc: New onboarding Silver staff, Silver Mgt team, Chris House, Joey Benedek, Adam Schieman, Mike Clewley

We had originally planned to have some Silver assignees to remain on Avengers until Feb and then start on Silver. Thus most of you may not have had much info and interaction on Silver.

With further assessment we are accelerating the start date of ALL remaining Silver staff to Jan 12, 2017.

Therefore as of this Thursday (tomorrow) you are now full time on Silver. Here are the next steps

- You will be added to various project meetings and email DLs
- You should start logging 40 hours/week in WorkDay for Silver starting this Thursday Jan 12.
 - There are several project choices. If you are clear on the project you are supporting use that. If not clear, use the Silver - General project
- You are allowed to help with Avengers if needed but after the initial 40 hours.

If you have not been given an initial starting direction by Jan 20, then let me know offline.

Note: You should have already been formally "Read-In" to Silver via a presentation by Ralph Pini.

If you were not able to attend one of Ralph's read-in meetings, or if you were not read-in offline via a Silver Mgr, then let me know and I will resolve.

The Ralph "read-in" meetings are where Ralph gave an overview of MSBU strategy and in particular discussed the Silver Services activity.

Very Best Regards

Leonard

Leonard M. Lehrer Office 68031/+1-954-880-6031 Mobile +1-954+805-1888 BBM
PIN 5996E987

Tab B

THIS IS **EXHIBIT "B"** TO THE AFFIDAVIT OF
MICHAEL DAWSON

SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2017.



A Commissioner for Taking Affidavits, etc.

Leigh Ruby Vera Norton, a Commissioner, etc.,
Province of Ontario, for Nelligan O'Brien Payne LLP,
Barristers and Solicitors.
Expires January 30, 2020.

From: Zoltan Racz
Subject: Ford offers - in progress, please ensure you are able to receive it in person
Date: January 16, 2017 10:32:14 AM

Sent as BCC to the entire Silver team.

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

Folks,

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

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

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

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

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

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

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

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

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

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

Best regards,
Zoltan

Tab 18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DAVID PARKER

Plaintiff

and

BLACKBERRY LIMITED

Defendant

Proceeding Under the *Class Proceedings Act, 1992*

AFFIDAVIT OF JOHN VENIOT

I, John Veniot, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the three other Class Employees referenced at paragraph 63 of David Parker's Affidavit, sworn June 9, 2017. I worked for BlackBerry Limited ("BlackBerry") from April 11, 2005 until February 28, 2017, and have been working for the Ford Motor Company of Canada ("Ford") since March 1, 2017. As such, I have knowledge of the matters stated in this Affidavit.
2. On October 19, 2017, I was provided with a copy of the Responding Motion Record of the Defendant, BlackBerry Limited ("Responding Motion Record").
3. I swear this Affidavit in response to certain information contained in the Responding Motion Record.

Rebecca Graham's Affidavit, sworn October 2, 2017

4. The first time I ever spoke to Ms. Graham was following receipt of my employment offer from Ford. I thought it strange that BlackBerry was involved with any part of the offer process given that the offer was coming from Ford.

Offers Made to Managers

5. At paragraph 35 of Rebecca Graham's Affidavit, sworn October 2, 2017 ("Graham Affidavit"), she states that many of the BlackBerry Managers that were offered employment with Ford in December 2016 negotiated such offers in some form.
6. I personally tried to negotiate different terms and conditions of employment with Ford, but Ford refused to offer me any revised offer, other than a confirmation of my level, as more fully described below. I spoke with other employees who also received their offers from Ford in January 2017 and tried to negotiate their terms and conditions of employment. They too were unsuccessful. I am not aware of any former BlackBerry employee who was successful in negotiating different terms and conditions of employment with Ford, other than those Managers who received their offers in December 2016.
7. My experience was the same as Michael Mullins: see Exhibit "A" of Michael Mullin's Affidavit, sworn September 29, 2017, in which he was told by Ford that no terms could be changed.

Continuing Need for Employees at BlackBerry

8. At paragraphs 4(d) and 88 of the Graham Affidavit, Ms. Graham states that BlackBerry has a continuing need for additional employees within its Mobility Solutions unit.
9. I was never personally told that other employment options were available at BlackBerry, or that I should reference their internal job site for employment opportunities, should I

decline my offer from Ford. I was only told that I could contact some of the remaining BlackBerry Managers to ask whether they were looking for people within their team. I specifically asked Ms. Graham during one of our meetings that occurred on or about the last week of January 2017, what jobs were available at BlackBerry if I declined Ford's offer. She was not able to provide me with any specifics, such as available positions, or even the number of available positions.

10. I was, however, informed that prior to receiving our offers from Ford, BlackBerry had already begun the search for new employees, to be placed into roles that could have been filled by existing BlackBerry employees. It is my belief that BlackBerry was looking for lower paid, less experienced, employees to fill those roles.
11. At least one individual named James Kerr had confirmed his interest in a testing position to BlackBerry's Human Resources ("HR") department. It is my understanding this was a position he would have seen on BlackBerry's job site. However, in response to his confirmed interest, HR told Mr. Kerr that they had already extended an offer to someone else for that position: a student. Although his Manager, Zoltan Racz, tried to convince him to accept Ford's offer, in the end, I believe Mr. Kerr was ultimately placed in the testing position. I have knowledge of the facts described in this paragraph from my discussions with Mr. Kerr who so advised me, such discussions having occurred after the Ford offers were accepted but before work for Ford began on March 1, 2017; I believe the facts to be true.
12. On both occasions when I asked what would happen if I declined Ford's offer, I was told by BlackBerry HR (Ms. Graham and Ms. Jessup) that BlackBerry would try and place me where there existed a need, but was unable to confirm where that need was or would be. In fact, I was told by Ms. Graham to first make my decision as to the Ford offer, and only if I declined would internal options with BlackBerry be discussed.
13. During the month of January 2017, I kept hearing "we're at 80%!" from BlackBerry management, which I believe was a reference to how many employees had accepted Ford offers.

14. I worked for BlackBerry for nearly twelve years. Ford is now treating my tenure of employment as ten months as of the date I am swearing this Affidavit.

Discussions Between Ford and BlackBerry

15. At paragraph 17 of the Graham Affidavit, Ms. Graham states that she did not know the terms of the Ford offers. I believe that Mr. Racz and Ford discussed at least portions of the Ford offer.
16. When I originally met with Ford HR, at which time I received my Ford offer, my ranking was set at S69. I requested a breakdown of their different rankings; they explained that it was based on my level of experience, but I was not given a clear reason how this ranking was determined. Nevertheless, I was told the offer was final.
17. After receiving my Ford offer, I spoke with various BlackBerry supervisors about the ranking that they were given as part of their offers, as I was also a BlackBerry supervisor. They were all given the LL6 ranking. I believe I mentioned my different ranking to Mr. Racz, and that he then spoke to Ford HR about this issue. I base my belief on the email attached as Exhibit "A" to this Affidavit, in addition to the fact that less than a week later, on January 26, 2017, I received an updated offer from Ford with my ranking changed to LL6. I never spoke to Ford about my ranking following our initial meeting at which I was given my offer.
18. I also understand that BlackBerry passed on our human resources information to Ford in order for Ford to make offers to BlackBerry employees, including information about our salary, benefits, and position/level within BlackBerry.

Disagreement with Action

19. At paragraphs 4(e) and 90-92 of the Graham Affidavit, paragraph 31 of Amber Jessup's Affidavit, sworn October 3, 2017 ("Jessup Affidavit"), and paragraph 17 of Lisa Carswell's Affidavit, sworn October 2, 2017 ("Carswell Affidavit"), all three of these

BlackBerry HR employees state that employees voiced their disagreement with this action or wanted to distance themselves from this action.

20. No current or former BlackBerry employee has spoken to me about their disagreement with the substance of this action. They did, however, raise concerns with the timing of this action. That is, the employees were afraid that Ford would no longer extend offers to them if this litigation ensued, and asked that the action not begin until they had accepted employment offers with Ford. Employees were concerned they would end up with no job at all.

Town Hall Meetings

21. I specifically recall Mr. Parker asking the question referenced in Exhibit "RR" to the Graham Affidavit during one of the December 2016 town hall meetings. Specifically, he asked a question along the lines of whether employees could remain with BlackBerry and whether they would be able to receive severance if they accepted the offer.
22. It was a common occurrence for Mr. Parker to ask questions during meetings, although this is the only question I recall him asking during either town hall meeting. His question certainly captured the audience's attention, as many of us, including myself, had the same question in mind.
23. Following these town hall meetings, and given my role as Manager of Power Optimization, many BlackBerry employees on my team asked me what this meant for them in terms of their employment. I was specifically informed by at least three people on my team that they felt as though BlackBerry made it seem as though they had no real options regarding staying behind with BlackBerry; I felt the same.

Office Location

24. According to paragraph 14(d) of the Graham Affidavit, "office location" is one of the stated ways by which the proposed class varied. While we worked in different geographic locations, BlackBerry treated the Silver Team employees commonly as a group. My understanding is that we received largely the same communications and representations from BlackBerry about the Ford transfer.

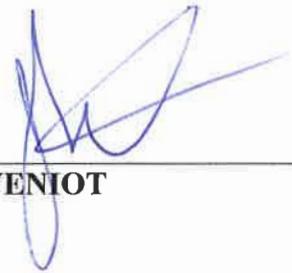
25. One thing that has not varied is the majority of the Silver Team employees' office locations once they started employment with Ford. That is, since becoming a Ford employee, my office and desk locations have not changed. It is my understanding and belief that only those employees who declined the Ford offer were made to move office locations and to a new building (except that the entire Mississauga office moved to the Oakville office).

26. The building in which I currently work says "BlackBerry" at its entrance; nowhere in this building is the word "Ford" displayed. The Ford employees who were transferred from BlackBerry do not have business cards that confirm Ford as our new employer, although our work e-mail address is now a Ford e-mail address. It is my understanding that we are working in a building leased from BlackBerry.

SWORN BEFORE ME at the City)
of Ottawa, in the Province of Ontario)
this 17th day of November, 2017.)



A Commissioner for Taking Affidavits)



JOHN VENIOT

Leigh Ruby Vera Norton, a Commissioner, etc.,
Province of Ontario, for Nelligan O'Brien Payne LLP,
Barristers and Solicitors.
Expires January 30, 2020.

Tab A

THIS IS **EXHIBIT "A"** TO THE AFFIDAVIT OF
JOHN VENIOT

SWORN BEFORE ME THIS 17th DAY OF NOVEMBER, 2017.



A Commissioner for Taking Affidavits, etc.

Leigh Ruby Vera Norton, a Commissioner, etc.,
Province of Ontario, for Nelligan O'Brien Payne LLP,
Barristers and Solicitors.
Expires January 30, 2020.

Karine Dion

From: Zoltan Racz
Sent: Thursday, January 26, 2017 7:11 PM
To: John Veniot; Cristian Lambiri
Subject: RE: Ford Offer

Great. Welcome on board.

Zoltan

From: John Veniot
Sent: Thursday, January 26, 2017 7:10 PM
To: Zoltan Racz <zracz@blackberry.com>; Cristian Lambiri <clambiri@blackberry.com>
Subject: RE: Ford Offer

All done. I left the signed package on your chair Zoltan as I am OoO tomorrow.
Thanks again
See you next week

From: Zoltan Racz
Sent: Thursday, January 26, 2017 6:30 PM
To: John Veniot <jveniot@blackberry.com>; Cristian Lambiri <clambiri@blackberry.com>
Subject: RE: Ford Offer

Yes, coming tonight.
Stay tuned.
Zoltan

From: John Veniot
Sent: Thursday, January 26, 2017 6:28 PM
To: Zoltan Racz <zracz@blackberry.com>; Cristian Lambiri <clambiri@blackberry.com>
Subject: Ford Offer

I did not hear from Ford today so I will arrange to be here sometime tomorrow when they are in the building.

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

Tab 19

**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*

AFFIDAVIT OF MATTHEW STEPHENSON

I, Matthew Stephenson, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I worked for BlackBerry Limited (“BlackBerry”) from October 18, 2010 until February 28, 2017, and have been working for the Ford Motor Company of Canada (“Ford”) since March 1, 2017. As such, I have knowledge of the matters stated in this Affidavit.
2. On November 16, 2017, I was provided with a copy of Rebecca Graham’s Affidavit, sworn October 2, 2017 (“Graham Affidavit”), contained in the Responding Motion Record of the Defendant, BlackBerry (“Responding Motion Record”).
3. I swear this Affidavit in response to certain information contained in the Responding Motion Record.

4. I worked as an Automation Test Developer in the Mobility Solutions business unit at the time of my departure from BlackBerry.
5. At paragraph 45 of the Graham Affidavit, Ms. Graham asserts that I created a spreadsheet to evaluate the Ford offer with my current situation at BlackBerry. She suggests that this spreadsheet demonstrated that I:

...was aware [I] had a choice as to whether to accept the Ford offer or not. It also highlights how the particular factors influencing employees' decisions on whether to accept the offer were different for different employees.
6. I created the spreadsheet, at Exhibit "M" of the Graham Affidavit, to better understand and evaluate what Ford might offer me. At this time, I did not have an offer from Ford, nor had I been told about whether I would be able to maintain my position at BlackBerry. This was a tool that I hoped would help me objectively evaluate my prospects should I have more than one offer. I offered this to some of my colleagues. I do not know if they used it at all.
7. I was relieved to receive the Ford offer because I, like my colleagues, subsequently felt that I had no future with BlackBerry.
8. BlackBerry communicated to us that it would try and find a position with BlackBerry if we did not accept the Ford offer. However, it could not provide a guarantee of a position or provide any specifics with respect to what jobs would remain available.
9. I was also never told I should look on BlackBerry's internal site for employment opportunities. Overall, BlackBerry told us very little. I did, however, look at BlackBerry's job site more than once. Of the positions available in Ottawa covering both BlackBerry and QNX (a subsidiary of BlackBerry), most were short-term contracts for students. The remaining posted positions did not seem to match my skillset.
10. I spoke to my manager, Danny Yang, about the possibility of staying with BlackBerry. He informed me that Anish Agrawal was being promoted to Director, would be staying with BlackBerry, and needed a team of people. However, Mr. Yang told me, after he spoke with Mr. Agrawal, they were looking for people with a different skillset than mine.

11. Moving to Ford was the only logical choice; I did not see a future for myself with BlackBerry, especially given my work in Mobility Solutions as an Automation Test Developer. The work I had been doing for BlackBerry was ultimately transferred to the United Kingdom. I trained staff in the United Kingdom in January and February.

12. With Ford, I continue to work in the same office, with the same reporting relationship, working with the same people, in a building that BlackBerry leases. The BlackBerry sign remains posted on the building exterior and there is no Ford signage. In many ways it still feels as though I am working for BlackBerry, other than the fact that I had over six years of service with BlackBerry and Ford is treating me as though I have less than one.

SWORN BEFORE ME at the City)
of Ottawa, in the Province of Ontario)
this 17th day of November, 2017.)


A Commissioner for Taking Affidavits)



MATTHEW STEPHENSON

Tab 20

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

Proceeding under the *Class Proceedings Act, 1992*

SUPPLEMENTARY AFFIDAVIT OF REBECCA GRAHAM

I, Rebecca Graham, of the City of Waterloo, in the Province of Ontario, MAKE OATH AND SAY:

1. This affidavit is supplementary to my initial affidavit sworn October 2, 2017 (my “First Affidavit”). I am providing this affidavit in response to the amended proposed class definition. I have knowledge of the matters described in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.

Employees Who Received Ford Job Offers Prior to January 2017

2. The plaintiff’s new class definition removes from the proposed class the employees who received offers of employment from Ford prior to January 1, 2017. As described at paragraphs 32 to 41 of my First Affidavit, there were 15 managers who received offers of employment from Ford in December 2016.

3. The level and function of the managerial employees who received Ford offers in December 2016 varied and, as described further below, there were similarly many managerial employees who received Ford offers in January 2017 as well.

4. By way of context, there were various levels and types of managerial positions within the Mobility Solutions business unit at BlackBerry. Managerial positions varied in job level, title, function, responsibility (including the extent of oversight of other employees), as well as compensation level. Some managers had employees reporting directly to them (referred to as “direct reports”) and others did not. Some managers oversaw other managers who themselves had direct reports, while others did not. Some managers had responsibility for, or oversight of, a specific technical function. Not all employees that had a managerial role or oversight had the word “manager” in their job title.

5. All employees at BlackBerry have a job level classification denoted by a letter. There were different levels of managerial employees (with differing letter classifications) within the Mobility Solutions organization. The job level, including level of responsibility and compensation level, increases as the letter gets further into the alphabet (eg. an “E” classification is a higher level than “D”, and “F” is higher than “E”, etc.). A junior entry level position is level “A”.

6. Of the 15 managerial employees who received offers of employment from Ford in December 2016, 9 were based in Canada and were part of the proposed class until the plaintiff’s recent amendment (the “December Managers”).¹ The positions of these 9 December Managers varied in job title, level and function as follows:

Employee	Title	Job Level
Daryl Martin	Manager, Location and Telemetry Technologies	E
Philipp Heusel	Senior Manager, Bootrom & Drivers	F
Colin Ho	Senior Manager, Input & Localization Services	F
Rob Maurice	Senior Manager, Bluetooth, NFC and USB	F
Vilok Kusumakar	Director, Software Applications & Framework	G
Cristian Lambiri	Director, Systems Architecture & Performance	G
Dominic Peluso	Director, Cellular Radio Systems Integration & Data Services	G

¹ The remaining 6 of these employees were based in the United States.

Employee	Title	Job Level
Khaled Islam	Senior Director, Radio Software	H
Zoltan Racz	Vice President, Software Platform Technologies	X5

7. The above group of 9 employees had differing levels of seniority, differing roles, and differing levels of responsibility within the Mobility Solutions organization.

Employees Who Received Ford Job Offers After January 1, 2017

8. At paragraphs 48 to 60 of my First Affidavit, I referred to the offers of employment made by Ford in January 2017. Many of the employees who received Ford offers in January 2017 were managerial employees.

9. Of the BlackBerry employees in Canada who received offers from Ford in January 2017, 39 employees were managers at levels “D” to “H” who had direct reports (the “January Direct Report Managers”):

- (a) 2 employees at level “D”;
- (b) 23 employees at level “E”;
- (c) 13 employees at level “F”; and
- (d) 1 employee at level “H”.

I have attached as **Exhibit “A”** a listing of the job titles of these 39 employees.

10. Some of these January Direct Report Managers held positions senior to, and at a higher level of responsibility than, some of the December Managers. Many of the January Direct Report Managers held positions at the same level as the December Managers. I have listed just a few examples below (and there are others):

Job Level	December Offers	January Offers
H (Senior Director)	Khaled Islam Senior Director, Radio Software	Steve Venerus Senior Director, Global Supply Chain & Manufacturing

Job Level	December Offers	January Offers
F (Senior Manager)	Colin Ho Senior Manager, Input & Localization Services	Asif Moksud Senior Manager, GTSE
E (Manager)	Daryl Martin Manager, Location and Telemetry Technologies	Tiziano Pizzolon Manager, Platform Bringup

11. In addition to the above employees, there were other employees in Canada who received offers of employment from Ford in January 2017 and who also held positions at the same job classification level as many of the January Direct Report Managers and the December Managers. The following BlackBerry employees in Canada received offers from Ford in January 2017 and held positions at levels “E” to “G” (besides the January Direct Report Managers):

- (a) 76 employees at level “E”;
- (b) 20 employees at level “F”; and
- (c) 1 employee at level “G”.

Fifteen of these employees with job classifications at levels “E” and “F” had a managerial function or responsibility and had the word “manager” in their title, but did not have direct reports (and thus are not included in the list of January Direct Report Managers above).

12. One of the above employees who received a Ford job offer in January 2017 was Stephen D’Souza. Mr. D’Souza was a Manager, Camera Applications. He held a level “E” position. After he had accepted his Ford offer and commenced employment there, Mr. D’Souza chose to file a complaint with the Ontario Ministry of Labour against BlackBerry alleging that his employment was terminated by BlackBerry and claiming an entitlement to termination pay and severance. The Ministry of Labour investigated his complaint and recently issued a decision dismissing it on May 18, 2018, attached as **Exhibit “B”**. One of the December Managers, Christian Lambiri, also filed a similar complaint with the Ministry of Labour. A decision in his case was issued on June 29, 2018, dismissing his claim, attached as **Exhibit “C”**.

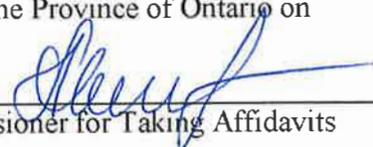
The Process for December and January Employees

13. The job offer process for the employees who received their offers in December 2016 and the employees who received their offers in January 2017 (except for the employees who were new hires, or those who subsequently received their offers, or those who were on leave at the time) was the same in a number of respects, including that each of these employees:

- (a) was invited to attend the December 8 and 9, 2016 town hall meetings discussed at paragraphs 22 to 25 of my First Affidavit;
- (b) received his/her offer of employment from Ford in an individual meeting with representatives of Ford at which he/she had the opportunity to discuss the offer of employment;
- (c) was given approximately one week by Ford to consider his/her offer of employment;
- (d) had the opportunity to ask questions of, and to have individual discussions with, representatives of BlackBerry about their situation and options – in addition to any individual communications or discussions they may have had with representatives of Ford;
- (e) received the February 2, 2017 email attached as Exhibit K to the Mr. Parker's original affidavit, requesting written confirmation of resignation, discussed at paragraphs 63 to 65 of my First Affidavit;
- (f) submitted his/her letter of resignation to BlackBerry in February 2017, in respect of those employees who chose to provide a letter of resignation;
- (g) received the February 23 and 27, 2017 emails, discussed at paragraphs 66 to 68 and 73 of my First Affidavit; and

(h) left BlackBerry's employ at the end of February 2017.²

SWORN BEFORE ME at the City of
Waterloo, in the Province of Ontario on
July 6, 2018



Commissioner for Taking Affidavits



REBECCA GRAHAM

Ella Avakova, Notary Public
Regional Municipality of Waterloo
Limited to the attestation of instruments
and the taking of affidavits,
for BlackBerry Limited and its subsidiaries
Expires 24th day of April, 2021



² Exceptions exist for employees that were on leave, as discussed at paragraph 76 of my First Affidavit.

Tab A

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
SUPPLEMENTARY AFFIDAVIT OF **REBECCA GRAHAM** SWORN
BEFORE ME THIS 6th DAY OF JULY, 2018.



Commissioner for Taking Affidavits
(or as may be)

Ella Avakova, Notary Public
Regional Municipality of Waterloo
limited to the attestation of instruments
and the taking of affidavits,
for BlackBerry Limited and its subsidiaries
Expires 24th day of April, 2021

List of Job Titles of January Direct Report Managers

	Job Title	Job Level
1.	Senior Director, Global Supply Chain & Manufacturing	H
2.	Senior Manager, Platform Implementation	F
3.	Senior Manager, Radio Performance	F
4.	Senior Manager, Certification and Carrier Acceptance	F
5.	Senior Manager, Calendar and Contacts	F
6.	Senior Manager, Software Development	F
7.	Senior Manager, GSTE FTS	F
8.	Senior Manager, RF Software	F
9.	Senior Manager, Radio Telephony Services	F
10.	Senior Manager, Software Development	F
11.	Senior Manager, Certification and Carrier Acceptance	F
12.	Senior Manager, Communications Software SV&V	F
13.	Senior Manager, Development Platform	F
14.	Senior Manager, GSTE	F
15.	Manager, Camera Core	E
16.	Manager, Platform Bringup	E
17.	Manager, Camera Apps	E
18.	Manager, WLAN Testing	E
19.	Manager, Systems Software Performance	E
20.	Manager, Software Quality	E
21.	Manager, Performance Testing	E
22.	Manager, WLAN Software Development	E

	Job Title	Job Level
23.	Manager, Software Localization	E
24.	Manager, GSTE	E
25.	Manager, Beta and Services	E
26.	Manager, Email, Social, & Telephony Integration	E
27.	Manager, Data Services	E
28.	Manager, Handheld Test Automation	E
29.	Manager, SDK Platform	E
30.	Manager, Software Integration	E
31.	Manager, Text Input	E
32.	Manager, Radio Software Delivery	E
33.	Manager, Radio Validation	E
34.	Manager, Text Input UI	E
35.	Manager, Development Platform	E
36.	Manager, Cellular Modem Integration	E
37.	Manager, Communications Software	E
38.	Team Lead, Beta Programs	D
39.	Team Lead, Input Services Testing	D