

**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

OF / DE June 2018

PURSUANT TO RULE 26.02(c)
CONFORMÉMENT A LA REGLE

OR ORDER "Justice Charbonneau"
OU A L'ORDONNANCE

DATED THIS / FAIT CE 31st

DAY / JOUR OF / DE May 2018

REGISTRAR, SUPERIOR COURT OF JUSTICE
GREFFIER, COUR SUPÉRIEURE DE JUSTICE



**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

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Magnin