To all persons:

(a) Whose personal information accessed by hackers as a result of the data breach of Equifax computer systems in 2017; or

(b) Who subscribed to Equifax Complete Advantage, Equifax Complete Premier, Equifax Complete Friends and Family, or similar Equifax credit monitoring products between March 7, 2017 and July 30, 2017.

A Certification Order May Affect Your Rights

You Are Part of a Certified Class Action

There is an ongoing class action about data breach of Equifax computer systems in 2017 that exposed sensitive personal information of more than 140,000,000 people worldwide, including thousands of Canadians (the "**Data Breach**").

The action alleges that Equifax Canada Co. and Equifax, Inc. (collectively, "**Equifax**") were negligent in setting up and operating their cybersecurity systems, failing to detect the hackers for months, and failing to have adequate systems to prevent data exfiltration; breached privacy statutes and consumer protection statutes; and breached contracts with subscribers that promised to have high quality cybersecurity.

The Ontario Superior Court of Justice has certified the class action against Equifax on behalf of the following "**Class**":

(a) all persons in Canada whose personal information was accessed by hackers as a result of the Data Breach* and who did not purchase Subscription Products† between March 7, 2017 and July 30, 2017 (the "**Access-Only Subclass**");

(b) all persons in Canada who purchased Subscription Products† between March 7, 2017 and July 30, 2017 and whose personal information was not accessed by hackers as a result of the Data Breach* (the "**Contract-Only Subclass**"); and

(c) all persons in Canada (a) whose personal information was accessed by hackers as a result of the Data Breach* and (b) who purchased Subscription Products† between March 7, 2017 and July 30, 2017 (the "**Combined Subclass**").

* "**Data Breach**" means the intrusion by unauthorized persons ("**hackers**") into the Equifax computer systems from May 13, 2017 through July 30, 2017.

† "**Subscription Products**" means one of the following products sold by the defendants:

(i) Equifax Complete Advantage,

(ii) Equifax Complete Premier,

(iii) Equifax Complete Friends and Family, or

(iv) any other Equifax products offering credit monitoring and identity theft protection.

If you fall into that definition, then you are a member of the class.

What Do I Need to Know?

The certification affects your legal rights. You have two options and must make a decision by **January 19, 2026**.

YOUR OPTIONS AT THIS STAGE	
DO NOTHING (i.e. stay in the class action)	If you do nothing and fit within the class definition, you will: • Automatically be a member of the class; • Be able to participate in, but also be bound by any future settlement with or judgment; and • Give up your right to sue the defendants on your own about the issues raised in the class action.

Opt Out **(i.e. remove yourself from the class action)**	If you choose to opt out, you will: • NOT be a member of the class; • NOT be able to participate in or be bound by any future settlement with or judgment; and • Be allowed to hire your own lawyer to sue the defendants on your own about the issues raised in the class action. If you want to opt out, you must complete and send an Opt Out Form to classactions@sotos.ca by **January 19, 2026**. The Opt Out Form is available below. After **January 19, 2026**, no further right to opt out of this action will be provided.

Your Rights and Options are Explained in More Depth Below
Please Read the Following Pages

THIS NOTICE CONTAINS:

BASIC INFORMATION

CERTIFICATION INFORMATION

ADDITIONAL INFORMATION

BASIC INFORMATION

1. What is a Class Action?

A class action is a unique type of lawsuit. It allows many people to sue someone who hurt or injured them in a similar way. In this case, people whose information was accessed and subscribers who expected better cybersecurity were all harmed by the Data Breach.

Because the number of people in a class can be large, one or more class members act as "**representative plaintiffs**". The representative plaintiff brings the action on behalf of everyone who was affected. In this case, the representative plaintiff is Alina Owsianik. The lawyers for the representative plaintiffs are called "**Class Counsel**".

In a class action, the court decides the issues about what happened and the legal questions that are common to the whole class. These are called "**common issues**", and when they are decided at trial, they are decided for everyone in the class.

2. What is this Class Action About? What are the Allegations?

The case alleges that:

- Equifax had inadequate cybersecurity on multiple levels, including on:
    - **Patching** – many systems were left with known vulnerabilities for long periods of time, even though there were simple patches available to secure them
    - **Encryption** – sensitive personal information was stored without encryption
    - **Monitoring** – Equifax's systems were unable to detect breaches in progress, much less prevent them or reduce the amount of data exfiltrated
- Equifax was warned about these problems but chose not to fix them
- Equifax was warned about the vulnerability that was exploited in the Data Breach dozens of times, but chose not to patch their systems
- Equifax told customers and the public that it had strong cybersecurity systems, and in particular was not vulnerable to the vulnerability that was exploited in the Data Breach
- As a result of these problems, sensitive personal information was accessed by actors connected to the Chinese military

3. What are the Plaintiffs Asking For?

The plaintiffs are asking for money for the class to cover, among other things:

- Breach of privacy
- Fraud and identity theft
- Damage to credit scores and reputation
- Costs incurred for credit monitoring
- For subscribers, return of what they paid for Equifax credit monitoring

- General damages for psychological distress
- Punitive damages

4. Why is there a Notice Now?

The Ontario Superior Court of has certified the action as a class proceeding. This notice informs you about this development, explains what it means, and describes your options.

CERTIFICATION INFORMATION

5. What is Certification and Why is it Necessary?

In order for the court to decide if a settlement is fair, reasonable, and in the best interests of the class, the court must first decide if the action are suitable to be prosecuted as a class proceeding; appoint the representative plaintiff(s); and decide who the class members are. The court does this through a process called "**certification**". Without certification, the lawsuit could not be prosecuted for the benefit of the class, and each class member would have to hire their own lawyers and make claims for their losses individually.

6. Who is a Member of the Class?

This case is certified on behalf of the following class:

(a) all persons in Canada whose personal information was accessed by hackers as a result of the Data Breach* and who did not purchase Subscription Products† between March 7, 2017 and July 30, 2017 (the "**Access-Only Subclass**");

(b) all persons in Canada who purchased Subscription Products† between March 7, 2017 and July 30, 2017 and whose personal information was not accessed by hackers as a result of the Data Breach* (the "**Contract-Only Subclass**"); and

(c) all persons in Canada (a) whose personal information was accessed by hackers as a result of the Data Breach* and (b) who purchased Subscription Products† between March 7, 2017 and July 30, 2017 (the "**Combined Subclass**").

* "**Data Breach**" means the intrusion by unauthorized persons ("**hackers**") into the Equifax computer systems from May 13, 2017 through July 30, 2017.

† "**Subscription Products**" means one of the following products sold by the defendants:

(i) Equifax Complete Advantage,

(ii) Equifax Complete Premier,

(iii) Equifax Complete Friends and Family, or

(iv) any other Equifax products offering credit monitoring and identity theft protection.

If you fall into that definition, then you are a member of the class.

7. Are there Risks Involved in Being a Class Member?

The main risk is that class members are bound by the result of the court's decisions in the class action. If the class loses, then each class member will also lose their claims.

Class members do not have to pay any legal fees out of their own pockets. Class Counsel are working on a contingency fee basis, which means that they are only paid if the class action is successful, either through settlements or a trial judgment. Class Counsel's fees are either paid from the settlement fund or trial judgment, or separately by the defendants as a term of the settlement. Either way, Class Counsel's fees must be approved by the court.

Class members do not have to pay court costs, i.e. the legal fees of the defendants. Only the representative plaintiffs are at risk to be made to pay this, and Class Counsel have agreed to indemnify them if such an order is made.

8. What If I Do Not Want to Be a Class Member? Can I Opt Out?

You can opt out of the class action. Before you do so, please read the answer to the next question to understand what that means.

To opt out, you must complete and send an Opt Out Form to classactions@sotos.ca by **January 19, 2026**. The Opt Out Form is available below.

After **January 19, 2026**, no further right to opt out of this action will be provided. However, if there is a settlement, you will be given an opportunity to oppose such settlement or Class Counsel's fees and disbursements related to that settlement.

9. What Does it Mean to Opt Out?

If you choose to opt out, you will:
- NOT be a member of the class;
- NOT be able to participate in or be bound by any settlement with or judgment; and
- Be allowed to hire your own lawyer to sue the defendants on your own about the issues raised in the class action.

10. What Happens If I Do Nothing?

If you do nothing and fit within the class definition, you will:
- Automatically be a member of the class;
- Be able to participate in, but also be bound by any future settlement with or judgment; and
- Give up your right to sue the defendants on your own about the issues raised in the class action.

ADDITIONAL INFORMATION

11. Has the Court Decided Who is Right? When Will the Court Decide Who is Right?

The court has not yet decided who is right.

If Equifax does not agree to settle, then the court will hold a common issues trial. The trial would be held in Toronto. During the trials, the courts will hear all of the evidence, so that decisions can be reached about whether the plaintiffs or the defendants are right about the claims in the lawsuits. The decision after that trial will determine who is right. There is no guarantee that the plaintiffs will win any money or benefits for the classes at trial.

12. Does the Class Have a Lawyer?

Yes. The court has appointed Sotos LLP (“**Class Counsel**”) to represent the class.

13. Do I Have to Pay Legal Fees? How will the Lawyer be Paid?

Class members do not have to pay any legal fees out of their own pockets. Class Counsel are working on a contingency fee basis, which means that they are only paid if the class action is successful, either through settlements or a trial judgment.

If a settlement is reached or the plaintiff wins a trial judgment, Class Counsel will seek a payment for their fees from the settlement fund or trial judgment proceeds in the amount of 33% of the amount recovered. The court will have to approve those fees.

14. Are there any other arrangements the class will pay for?

The court has approved an insurance policy for the class.

It is also on a contingency basis, which means that the insurer is only paid if the class action is successful, either through settlement or a trial judgment.

If the successful outcome occurs more than 16 weeks before trial, then the insurer will be paid the lesser of $1,031,250 and 10% of the amount recovered.

If the successful outcome occurs less than 16 weeks before trial, at trial, or after trial, then the insurer will be paid the lesser of $2,062,500 and 10% of the amount recovered.

15. Where Can I Get More Information?

You can get more information by contacting Class Counsel toll-free at 1 (888) 888-3126, by email at classactions@sotos.ca, or at the following address:

55 University Ave., Suite 600
Toronto, ON M5J 2H7

OPT-OUT FORM

This is NOT a claim form.

Completing this OPT-OUT FORM will **exclude you from receiving any compensation arising out of any settlement or judgment in the class proceeding**:

To: Sotos Class Actions
55 University Ave., Suite 600
Toronto, ON M5J 2H7

I understand that by opting out, I am confirming that I do not wish to participate in the *Alina Owsianik v. Equifax Canada Co. et al.* (CV-17-00582551-00CP) class action in respect of the Equifax data breach.

I understand that any individual action must be commenced within a specified limitation period or it will be legally barred.

I understand that the certification of this class proceeding suspended the running of the limitation period from the time the class proceeding was filed. The limitation period will resume running against me if I opt-out of this class proceeding.

I understand that by opting-out, I take full responsibility for the resumption of the running of any relevant limitation period and for taking all necessary legal steps to protect any claim I may have.

Reason(s) for Opting-Out: Please list your reason(s) for opting out.

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Type of Claim: Which of the following types of claim do you have (you can select both)?

☐ **Access Claim**: Your information was accessed by hackers

☐ **Contract Claim**: You were subscribed to Equifax Complete Advantage, Equifax Complete Premier, Equifax Complete Friends and Family, or other Equifax credit monitoring services between March 7, 2017 and July 30, 2017

Date ______________________

Signature of Witness	Signature of Class Member Opting Out
Print Name	Print Name

Telephone: ____________________________

Email: ____________________________

Address: ____________________________

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Note: To opt out, this form must be properly completed and received at the above address no later than **January 19, 2026**.