

## NOTICE OF SETTLEMENT APPROVAL

***Shriqui v Blackbaud Canada, Inc. and Blackbaud, Inc.***,  
in the Ontario Superior Court of Justice, CV-20-00748565-00CP

***Wittman v Blackbaud, Inc. and Blackbaud Canada, Inc.***,  
in the Supreme Court of British Columbia, S-207965

To: All Canadian residents whose personal information was accessed by unauthorized parties in or as a result of a data breach involving servers and online infrastructure owned and maintained by Blackbaud, Inc.

### A SETTLEMENT HAS BEEN APPROVED IN THESE CASES

THE ONTARIO COURT HAS APPROVED A SETTLEMENT.  
PLEASE READ TO DETERMINE HOW THIS AFFECTS YOUR LEGAL RIGHTS.

#### A. What are these class actions about?

These two proposed class actions were commenced in 2020 in British Columbia and in Ontario. Both cases alleged that third-party hackers illegally accessed servers and online infrastructure owned and operated by Blackbaud Inc and Blackbaud Canada Inc ("Blackbaud"), and that through this data breach the hackers exfiltrated data that contained personal information of class members. The class actions alleged that Blackbaud did not adequately secure its servers and online infrastructure to prevent this criminal intrusion.

Blackbaud denies all such allegations.

#### B. Who are the Class Members?

You are a Class Member if you provided personal information to any charity who used the services of Blackbaud Inc and/or Blackbaud Canada Inc to administer charitable donation giving prior to May 31, 2020, and whose personal information was contained within the Blackbaud servers on that date.

#### C. What settlement has been approved? How does this settlement affect my legal rights?

The parties have reached a settlement for a total all-inclusive payment of CAD \$340,000 by Blackbaud. Blackbaud denies any liability, wrongdoing or fault in these matters, and the agreement to settle does not imply any such liability, wrongdoing or fault on the part of Blackbaud.

The Representative Plaintiff and Class Counsel recommended this settlement to the Courts because of the absence of any evidence that the exfiltrated data was ever used by the hackers

or sold online to any person who used the data, and because of the absence of any evidence that any Class Member suffered any harm arising from the data breach.

On **DATE** the settlement was approved in the Ontario Superior Court of Justice in **Toronto, Ontario** in the lawsuit *Shriqui v Blackbaud Canada Inc and Blackbaud Inc.*, CV-20-00748565-00CP.

Class Members will not receive funds directly. The balance of the settlement funds, after deduction of Court-approved legal fees, will be distributed to charities established to promote privacy and online security in Canada.

In exchange for paying CAD \$**340,000**, Blackbaud will receive a full release of all claims, past, present, or future, on the part of Class Members.

#### **D. What About the B.C. Action?**

As a term of the settlement agreement, the parties sought and obtained Court approval of the settlement from the Ontario Court in the Ontario action (*Shriqui v Blackbaud Canada Inc and Blackbaud Inc.*), and the British Columbia action (*Wittman v Blackbaud Inc and Blackbaud Canada Inc*, S-207965) was thereafter discontinued. Since both lawsuits covered the same Class Members (all affected Canadians regardless of province of residence, the discontinuance of the British Columbia action, after approval of the settlement in the Ontario action, had no effect on the legal position of Class Members.

#### **E. What happens to the money paid under the settlement?**

The Representative Plaintiff in the Ontario case entered into a contingency fee agreement with Class Counsel at the outset of that case, providing that Class Counsel were to be paid only in the event of a successful settlement or trial judgment. As provided for in that contingency fee agreement, Ontario Class Counsel asked the Court to approve legal fees of **33%** of the settlement funds, plus disbursements and applicable taxes, to be shared with Class Counsel in the British Columbia case.

The Ontario Court approved those legal fees and reimbursement for expenses, to cover the work that Class Counsel has done in both cases, and for the disbursements that they have carried, over the past four years since these cases began.

The remainder of the settlement funds will be donated “*cy pres*” (that is, in lieu of direct payment to Class Members) to the following charities:

The Samuelson-Glushko Canadian Internet Policy & Public Interest Clinic (CIPPIC) at the University of Ottawa's Faculty of Law. CIPPIC brings together a team of law faculty, staff lawyers, and law students to advance the public interest on critical law and technology issues including consumer privacy, free expression, telecommunications policy, intellectual property, and data and algorithmic governance.

The Computer Science Data Security Fund at the University of Saskatchewan's Department of Computer Science. The Computer Science Data Security Fund supports programs and initiatives within the Department of Computer Science, specifically geared

towards enhancing data security in Canada through research, education, and awareness.

#### **F. Interpretation**

This Notice contains a summary of some of the terms of the Settlement Agreement approved by the Ontario Court. If there is a conflict between the provisions of this Notice and the Settlement Agreement or the Court Order, the terms of the Settlement Agreement as approved by the Ontario Court shall prevail.

#### **G. Who Were Class Counsel? Who Can I Contact If I Have A Question?**

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**PLEASE DO NOT CALL BLACKBAUD, OR EITHER THE ONTARIO OR BRITISH  
COLUMBIA COURTS, ABOUT THIS NOTICE.**

This Notice was approved by the Ontario Superior Court of Justice.