

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
**HUDSON'S BAY COMPANY** ULC COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC  
CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC  
BAY HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC  
CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP  
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.,

Applicants

**CROSS-MOTION RECORD**

**(For the appointment of an Independent Third Party (Douglas Cunningham, K.C) to  
recommend representative counsel to the Court, or in the alternative, set a schedule for a  
contested motion to appoint representative counsel, returnable April 24, 2025)**

April 23, 2025

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James Common and 415 other HBC Employees  
and Retirees

**TO: THE SERVICE LIST**

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# TAB 1

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Applicants

**NOTICE OF CROSS-MOTION**

**(For the appointment of an Independent Third Party (Douglas Cunningham, K.C) to recommend representative counsel to the Court, or in the alternative, set a schedule for a contested motion to appoint representative counsel, returnable April 24, 2025)**

Evan Marshall, Steven Karo, and James Common will make a cross-motion before The Honourable Mr. Justice Osborne of the Ontario Superior Court of Justice (Commercial List) on April 24, 2025, at 11:00 a.m., or as soon after that time as the Motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard in person at 330 University Avenue, Toronto, Ontario or via Zoom video conferencing, as directed by the Court.

**THE MOTION IS FOR:**

1. **AN ORDER**, if necessary, that the time for service of the Notice of Cross-Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and that further service is hereby dispensed with.

2. **AN ORDER** dismissing the motion of the Applicants ("**HBC**") to appoint Ursel Phillips Fellows Hopkinson LLP as the Employee Representative Counsel.
3. **AN ORDER** appointing Hon. Douglas Cunningham, K.C. an Independent Third Party ("**ITP**") to make a recommendation to the Court to determine which law firm(s) should be appointed representative counsel for the terminated and active employees and retirees of HBC (the "**Non-Union Employees and Retirees**").
4. **AN ORDER** that the essential terms of the appointment process are:
  - (a) law firms or groups of one or more law firms that seek to be appointed as representative counsel for the Non-Union Employees and Retirees must submit written proposals to the court-appointed Monitor by a certain specified date (the "**Proposal Deadline**");
  - (b) each written proposal is to contain:
    - (i) the scope of the proposed representation;
    - (ii) the qualifications of the candidates;
    - (iii) the non-union employee/retiree support for the appointment of the candidates, including the number of Non-Union Employees and Retirees that have retained each candidate;
    - (iv) a budget providing an estimate of fees and disbursements; and
    - (v) identification of any business or ethical conflicts of interest that the candidate(s) may have or which may arise, including all current or past relationships with HBC and its stakeholders;

- (c) immediately following the Proposal Deadline, the Monitor shall deliver the proposals to the ITP, who will evaluate the proposals; and
- (d) The ITP will recommend to the Court the candidate(s) to be appointed as representative counsel for the Non-Unionized Employees and Retirees.

5. **AN ORDER**, in the alternative, setting a schedule for a contested motion appointing Evan Marshall, Steven Karo and James Common as the Representatives of all Non-Union Employees and Retirees and Koskie Minsky LLP ("**KM**") as Representative Counsel.

6. Such further and other relief as counsel may advise and that to this Honourable Court may seem just.

**THE GROUNDS FOR THE CROSS-MOTION ARE:**

1. On March 7, 2025, HBC obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("**CCAA**").
2. HBC is reportedly controlled by NRDC Equity Partners, a private equity firm based in New York City.
3. HBC is liquidating while under CCAA protection.
4. At the time of the commencement of the CCAA proceedings, HBC employed approximately 9,364 employees in Canada, of which 8,717 employees are non-unionized.
5. HBC is terminating employees while under CCAA protection without paying severance pay. It is also terminating other sources of compensation owing to the employees and retirees,

(described below), causing widespread and significant hardships for employees and retirees and their families.

6. The moving parties Messrs. Marshall, Karo, and Common (the "**HBC Employee and Retiree Representatives**") are, respectively, a recently terminated employee from HBC's content engineering team, a terminated Division Vice President, and a retired sales associate. They are the proposed HBC Employee and Retiree Representatives in this proceeding, and they are representative of the range of Non-Union Employees and Retirees of HBC: Mr. Marshall was terminated on April 4, 2025 without severance pay and has statutory and common law employment claims against HBC; Mr. Karo is a former executive for whom HBC terminated payments for his salary continuance package, and (ii) terminated his benefits under SERP; and Mr. Common is a retiree who has had his retiree benefits terminated.

7. KM has been retained to date by 404 Non-Union Employees and Retirees of HBC to represent them in HBC's proceedings (the "**KM Clients**").

8. KM has been advocating for the Non-Union Employees and Retirees since the outset of the CCAA proceeding, without fees. The proceedings are highly adversarial and fast paced. Voluminous materials have been filed. HBC has taken numerous prejudicial steps against the employees, as described below.

9. No other law firm has appeared in Court advocating for the Non-Union Employees and Retirees.

10. KM organized and meets with employee and retiree client committees, whose members speak with large numbers of other HBC employees and retirees across Canada. HBC employees

and retirees contact KM on a daily basis asking for KM for assistance and advice to represent them. KM has set up a dedicated website, a telephone hotline, and email path for HBC employees and retirees. KM lawyers also speak with employees and retirees directly each day.

11. In sum, since HBC's CCAA proceeding commenced on March 7, 2025, KM has been acting as a *de facto* representative counsel for the HBC employees and retirees.

12. At the last court attendance on March 27, 2025, KM informed the Court that it is bringing a motion to be appointed as representative counsel for the Non-Union Employees and Retirees. There was no objection or adverse comment made by HBC nor any stakeholder. KM has been finalizing the motion materials for that motion.

13. On Thursday night, April 17, 2025, HBC served a motion stating that it had "selected" another firm to be representative counsel to the Non-Union Employees and Retirees out of apparently six firms HBC says expressed an interest in the role. HBC scheduled its motion for Thursday April 24, 2025 for two hours. KM was not consulted on the motion date, nor the duration of time booked. There is no schedule for HBC's motion for the service of responding materials, cross-examinations, exchange of facts, etc.

14. The KM Clients oppose HBC's motion.

15. The KM Clients are very satisfied and grateful for KM's advice and assistance and want to continue to be represented by KM. They do not trust HBC to select another law firm, and do not want to have that HBC's selection imposed on them against their wishes.

16. In addition, HBC's motion has injected confusion among the employees and retirees in an already stressful environment for them.

17. In the circumstances, the Court should:

- a) appoint The Hon. Douglas Cunningham K.C. as the ITP with the mandate to provide the Court with its recommendation on the appointment of representative counsel, as Morawetz, C.J.O. did in the *Bridging Finance*<sup>1</sup> case where multiple firms expressed interest in the role. In that case, Morawetz, C.J.O. appointed the Hon. Todd Archibald K.C. as the ITP; or
- b) schedule a contested motion for the Court to decide who to appoint as representative counsel on a future date for a full day so that the motion can proceed on an orderly basis.

18. In *Bridging Finance*, Mr. Archibald's report to Morawetz, C.J.O. recommending the representative counsel referred to the criteria of: (i) independence; (ii) targeted expertise; (iii) expertise in the relevant issues; and (iv) demonstrated interest in working with the court-appointed officer.<sup>2</sup> Mr. Archibald explained that:

The successful representative counsel must be a fearless advocate for the investors. Unitholders must have confidence that they will be independently represented and fearlessly represented with an absence of any real or perceived conflicts...

The unitholders' faith in the process requires that potential Representative Counsel be seen to be independent of Bridging.<sup>3</sup>

19. The Court accepted the ITP's recommendation based on the above criteria.

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<sup>1</sup> *Ontario Securities Commission v Bridging Finance Inc.* (CV-21-00661458-00CL; "*Bridging Finance*").

<sup>2</sup> Chief Justice Morawetz ordered that the process by Mr. Archibald to be repeated in *Bridging Finance* when he was re-appointed to assess and recommend to the Court the law firm to be representative counsel for another group of unitholders with priority claims.

<sup>3</sup> *Ontario Securities Commission v Bridging Finance Inc.* (27 September 2021), Toronto CV-21-00661458-00CL (ONSC), Schedule A at 2-3.

20. HBC's selection of a law firm of its own choosing is not consistent with the above criteria. HBC is adverse to the Non-Union Employees and Retirees and is in a conflict of interest with them. HBC's "selection" of a law firm to impose on the Non-Union Employees and Retirees is not an independent.

21. Mr. Cunningham is the retired Associate Chief Justice of Ontario and a highly respected mediator/arbitrator. He is amply qualified to perform the role of ITP in this proceeding.

**KM Representation of HBC employees and retirees to date**

22. KM first wrote to the company and its lawyers on March 5, 2025, prior to their CCAA application, inquiring on behalf of its existing HBC clients about the widespread rumours of an imminent CCAA filing by the company.

23. Following news of the CCAA filing on March 7, 2025, KM was contacted by many employees and retirees from across Canada urgently asking for legal advice and assistance. Given the fast pace and adversity in this proceeding, they required and requested immediate legal assistance, which KM provided. Many of the Non-Union Employees and Retirees are distraught by the collapse of HBC, and are stressed at their job losses without severance pay, the losses of other compensation entitlements, and the losses of their benefits.

24. From the CCAA comeback date on March 17, 2025, KM filed two Aide Memoires, and appeared before the Court as the advocate for the Non-Employees and Retirees at five hearings making submissions on their behalf.

25. To date, KM has corresponded with hundreds of HBC employees about the CCAA proceeding which is on-going each day. KM organized employee and retiree committees, set up a

webpage on its firm's website to provide information for them, which for the period from March 19, 2025 - April 20, 2025 has had over 2,400 visits. KM set up an email and telephone hotline for employee and retirees to call staffed by KM's client communications department who have received 400 contacts to date. That number is in addition to the many calls from HBC employees and retirees to our firm's lawyers directly.

**HBC has terminated multiple income sources - it is adverse to the employees and retirees**

26. HBC has taken a series of highly prejudicially actions impacting the Non-Union Employees and Retirees including:

- (a) terminating of current employees without severance pay;
- (b) stopping salary continuation payments to previously terminated employees;
- (c) terminating payment of maternity leave top-up benefits to mothers on maternity leave;
- (d) not providing adequate prior notice of termination of employment;
- (e) terminating supplementary executive retirement plan (the "**SERP**") benefits;
- (f) terminating retiree health benefits; and
- (g) terminating commission payments for sales associates;

27. KM estimates that the population of HBC employees (approximately 9,400 employees) will be owed severance well in excess of \$100M, making the HBC employees a significant creditor group.

28. KM is also retained by several disabled HBC employees who rely on LTD monthly benefits and are at high risk of losing those payments in HBC's liquidation, as occurred in the insolvency cases of *Eaton's* and *Nortel*, among others, as those benefits are paid from the company's general revenues. KM raised this looming problem for these highly vulnerable individuals with the company over the past weeks and sent two emails asking for its intentions for the disabled employees and to provide as much notice as possible to them of the termination of these payments. There was no response to the emails.

29. KM also advocated for the employees and retirees by opposing (along with landlords) the motion brought by lenders for the Court to approve a "Restructuring Support Agreement" which *inter alia*, would have severely restricted HBC's use of its funds, including restricting the funding of an employee representative counsel. At the hearing, KM negotiated language with the lender to be added to that document that would have retained the authority of the Court to decide on such funding. However, the company supported the RSA which, if approved in its original form, would have operated to prevent HBC from funding *any* representative counsel. The position of the company was adverse to the interests of the employees and retirees. The Court subsequently issued a decision dismissing the motion to approve the RSA.

30. On April 3, 2025, the Financial Services Regulatory Authority of Ontario appointed Telus Health (actuaries) to take over as the administrator of the HBC Pension Plan, a combined defined benefit/defined contribution plan. It is expected the pension plan will be ordered to be wound up and all its assets will have to be distributed. A pension plan wind up is a complex process which will involve significant legal work to ensure pension plan members' entitlements and rights are protected. KM has full expertise and experience to advocate for the employees and retirees in respect of their pension entitlements and rights.

31. The representation that KM provided to the Non-Union Employees and Retirees to date includes:

- (a) commencing on the CCAA comeback hearing on March 17, 2025, KM attended Court and filed an Aide Memoire and made submissions to the Court on behalf of the Non-Union Employees and Retirees informing the Court and all other stakeholders of the issues impacting the Non-Union Employees and Retirees, including their claims, statutory priorities, and potential claims under the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 ("**WEPPA**");
- (b) organized well-attended Zoom information sessions for HBC Non-Union Employees and Retirees;
- (c) calculated severance claims (for WEPPA and distribution purposes) for past and recently terminated HBC Non-Union Employees, including defined contribution pension amount owing by HBC during the severance period to each employee in order to prepare a claim based on section 6(6)(a)(ii)(B) of the CCAA, which as set out in previously filed Aide Memoires in this proceeding, is a priority claim to be paid ahead of all other creditors;
- (d) organized Non-Union Employee and Retiree committees and held Zoom meetings and telephone calls with the committees;
- (e) set up a webpage and toll-free hotline on their website providing information for Non-Union Employees and Retirees. To date, the KM webpage has received approximately 2,400 external visits;

- (f) had over 400 calls and emails with HBC Non-Union Employees and Retirees across Canada to provide advise and assistance in the CCAA proceeding; and
  - (g) reviewed and analyzed the benefit plans applicable to HBC Non-Union Employees and Retirees, including a review of the Administrative Services Only long-term disability benefits.
32. Rule 10 of the *Rules of Civil Procedure*.
33. Section 11 of the *CCAA*.
34. Such further and other grounds as counsel may advise and of which this Honourable Court will permit.

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

- 1. The Affidavit of Evan Marshall, to be sworn, and the exhibits thereto;
- 2. The Affidavit of Steven Karo, to be sworn, and the exhibits thereto;
- 3. The Affidavit of James Common, to be sworn, and the exhibits thereto;
- 4. The Affidavit of James Harnum, to be sworn, and the exhibits thereto; and
- 5. Such further and other material as counsel may advise and this Honourable Court permit.

April 22, 2025

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY et. al.**

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at **TORONTO**

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**NOTICE OF CROSS-MOTION**

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**TAB 2**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
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Applicants

**AFFIDAVIT OF EVAN MARSHALL**  
**(sworn April 23, 2025)**

**I, EVAN MARSHALL**, of the Town of Kentville, in the Province of Nova Scotia, **MAKE**

**OATH AND SAY:**

1. I was a web developer with The Hudson's Bay Company ULC Compagnie de la Baie d'Hudson SRI ("**HBC**" or the "**Company**"), located at 401 Bay Street, Toronto, Ontario.
2. I started working with HBC on December 13, 2021 as a web developer for their Team Experiment. In 2022, I became the web developer for HBC Content Engineering. I remained in that position until my employment was terminated on April 4, 2025.
3. Where the facts set out in this Affidavit are based on information provided to me by others, I have set out the source of the information and verily believe it to be true.

4. I worked for HBC for over three years until my employment was terminated on April 4, 2025, along with approximately 200 other HBC corporate employees. The termination of my employment occurred approximately one month after March 7, 2025 when HBC applied to court for protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("**CCAA**").

5. I, along with the other terminated employees, did not receive prior notice of our termination, nor were we paid severance pay in lieu of notice and other amounts owing to us. We are entitled to health and other benefits, including long-term disability benefits which are not insured and are only administered by Manulife Financial pursuant to an "Administrative Services Only" agreement between Manulife and HBC. What this means is that HBC itself funds the benefit plan, but Manulife administers it through their website and back-end processes. There is no independent policy or fund behind these benefits. When HBC declines to pay them, that is the end of the benefits. We also accrue pension benefits under the Hudson's Bay Company Pension Plan (Registration No. 0291419). Copies of the Hudson's Bay Company Benefit Plan booklet and an excerpt of the Hudson's Bay Company Pension Plan are attached hereto as **Exhibits "A"** and **"B"**, respectively.

6. I have a claim against HBC calculated as follows:

- Unpaid severance pay in respect of reasonable notice in the amount of approximately \$15,000.00;
- Terminated benefit coverage valued at approximately \$408.48 in respect of terminated health, dental, and life insurance benefits; and

- Unpaid defined contribution pension contributions owing during the reasonable notice period of \$904.19.

7. I have retained Koskie Minsky LLP ("**KM**") for counsel and representation in these CCAA proceedings to prosecute my claims against HBC.

8. I am a member of the Employee Committee of ten non-union employees organized by KM to meet and discuss issues that impact employees in the CCAA proceedings and to provide the firm further directions. I, along with other committee members, speak with dozens of terminated and active HBC employees, as well as retirees, across Canada to relay the information discussed at the committee level.

**Background of HBC and the CCAA Proceeding and the impact on Employees**

9. I understand from reading HBC's application materials that HBC is a retailer founded in Canada in 1670 and is the oldest company in North America. Following a series of changes in ownership, HBC was acquired by NRDC Equity Partners, a private equity fund based in New York City. In 2008, HBC completed its initial public offering on the Toronto Stock Exchange in 2012. Over the next five years, HBC acquired several American retailers, including Lord & Taylor and Saks Incorporated, and expanded its operations into Europe, including establishing 20 new department stores in the Netherlands. By 2019, HBC sold Lord & Taylor, closed all European locations, and agreed to be taken private.

10. In December 2024, HBC acquired the American retailer, the Neiman Marcus Group for approximately \$2.65B USD in 2024. HBC formed a new entity called Saks Global to house the

Neiman Marcus Group, Saks Fifth Avenue and Saks OFF 5TH. Saks Global is not an applicant under these CCAA proceedings.

11. As of March 2025, in Canada, HBC operated 80 full line Hudson's Bay-branded stores, three stores operating under a license agreement as "Saks Fifth Avenue", 13 stores operating under a license agreement as "Saks OFF 5TH", for a total of 93 stores, and four distribution centres.

**Court attendances to date**

12. On March 7, 2025, HBC was declared insolvent and obtained protection from its creditors under the CCAA. Alvarez & Marsal Canada Inc. was appointed as the Monitor. HBC announced that it would be liquidating all of its stores and it hired four third party liquidation firms to oversee the liquidation efforts at all but six stores.

13. In its materials that it filed in support of its initial application for CCAA protection, HBC states that as of February 28, 2025, HBC employed approximately 9,364 employees categorized in three ways: (a) corporate employees; (b) employees at HBC retail stores; and (c) employees at distribution centres. Of the 9,364 employees, approximately 647 are unionized with UFCW and Unifor and work in five locations of the Hudson's Bay-branded retail stores and three distribution centres.

14. The comeback date for the CCAA proceeding was 10 days later, on March 17, 2025.

15. I am advised by Andrew J. Hatnay of KM and believe that in the days immediately following the initial CCAA Order, KM was contacted and retained by several non-union HBC employees and retirees for advice and help in the CCAA proceedings and in particular with respect to our claims for unpaid severance pay, termination pay, pension contributions, and/or other

amounts owing to us. In order to appropriately represent the employees and retirees, over the next few weeks, KM reviewed voluminous motion materials filed by other stakeholders to see how they impact the employees and retirees and appeared before the Court on five different occasions and made the following submissions on behalf of the HBC employees and retirees:

- **March 17, 2025:** During the comeback motion hearing, HBC sought an amended and restated Initial Order seeking, among other things, an extended stay period and approving the Key Employee Retention Plan. KM reviewed the materials filed by HBC in support of that motion and prepared an Aide Memoire on behalf certain HBC employees and retirees and appeared before the court to advise that the liquidation and shut down of HBC would lead to mass employee terminations, and the termination of pension and other health and welfare benefits that are vital to our livelihoods. A copy of that Aide Memoire, dated March 17, 2025, is attached hereto as **Exhibit "C"**. KM also made oral submissions before the Court to indicate that it had been retained by several employees to advance their claims in this proceeding;
- **March 19, 2025:** The comeback motion hearing resumed on this date, and KM again appeared before the Court to advise that employees and retirees were continually contacting the firm to obtain KM's advice and representation;
- **March 21, 2025:** HBC brought a motion seeking Court approval of an amended and restated Initial Order, a liquidation sale approval order, a lease monetization order, and the sale and investment solicitation process order. HBC also sought approval of a Restructuring Support Agreement ("**RSA**") between the company and various lenders. Along with many creditors and stakeholders in the proceeding, KM advised the Court

that additional time was required to review the RSA and determine what impact, if any, it has for its clients, specifically, the employees and retirees.

On March 21, 2025, the Ontario Superior Court of Justice made the following orders: (a) the approval of a sale and investment solicitation process; (b) the approval of the inventory liquidation of 74 Hudson's Bay-branded stores, three stores operating under a license agreement as "Saks Fifth Avenue" and 13 stores operating under a license agreement as "Saks OFF 5TH"; (c) the approval of a lease monetization process; and (d) an amended and restated initial order.

- **March 26, 2025:** In advance of the return of the motion hearing for approval of the RSA, KM filed an Aide Memoire to advise the court that the RSA put forward by certain lenders to HBC should not be approved because, amongst other things, it would explicitly limit the appointment of representative counsel on behalf of the non-union employees and retirees. A copy of that Aide Memoire, dated March 26, 2025, is attached hereto as **Exhibit "D"**. Although the lenders and HBC subsequently amended the Restructuring Support Agreement, the explicit limitation on the appointment of representative counsel remained.
- **March 27, 2025:** The hearing for the motion to approve the RSA continued on March 27, 2025. KM appeared before the Court (along with other stakeholders) regarding the impact the RSA would have on the appointment of representative counsel for the employees and retirees and negotiating an important change. The company, however, supported the RSA, which was against the employees' interests. On March 29, 2025,

the Ontario Superior Court of Justice refused to approve the amended Restructuring Support Agreement.

**HBC is not paying severance pay and has terminated other compensation owing to employees and retirees**

- **Termination of Salary Continuance Payments:** I am advised by Andrew Hatnay of KM and believe that in the year prior to obtaining CCAA protection, HBC terminated approximately 100 employees who were given severance pay as salary continuance. On March 17, 2025, after the commencement of the CCAA proceeding, HBC stopped paying the balance of salary continuance payments it owed to those employees. Attached hereto as **Exhibit "E"** is a copy of HBC's letter of March 17, 2025.
- **No Severance Pay:** In March 2025, HBC published answers to frequently asked questions for new associates. In an Associate FAQ document, dated March 18, 2025, HBC wrote that associates "will not be paid any severance at termination" and may "file a claim against the Company's estate for any amounts which may be owing". This position was reiterated in an updated Associated FAQ document, dated April 21, 2024. Copies of the Associate FAQ documents, dated March 18, 2025 and April 21, 2025, are attached hereto as **Exhibit "F"** and **"G"**, respectively.

On March 28, 2025, I, along with approximately 200 other corporate HBC employees, were notified that our employment would be terminated effective April 4, 2025. I was given five days working notice and told that I would not receive any additional pay in lieu of notice or severance pay from HBC. Attached hereto and as marked as **Exhibit "H"** is a copy of the termination letter given to me on March 28, 2025.

I have also received, through my former colleagues, copies of further notices of termination that have been sent as HBC continues through the CCAA proceedings. Attached as **Exhibits "I"** and **"J"** are copies of the termination letters provided to employees, dated April 8, 2025 and April 15, 2025, respectively.

- **Maternity Leave Top-Up Terminated:** Pursuant to the terms of the Maternity and Parental Leave Policy dated March 1, 2022, HBC would provide employees who were on parental leave weekly supplemental payments equivalent to 85% of their normal weekly wage earnings for a period of up to 30 weeks. Attached as **Exhibit "K"** is a copy of the HBC Maternity and Parental Leave Policy dated March 1, 2022. On March 20, 2025, HBC sent a letter to all employees on parental leave stating that the company will not provide "any further maternity or paternity leave top-up payments." Attached as **Exhibit "L"** is a copy of HBC's letter of March 20, 2025.
- **Commission Pay Terminated:** Furthermore, I am advised by Andrew Hatnay of KM and believe that throughout April 2025, HBC sent a notice to active employees that they will "not be eligible to earn any commission, even if [they] are working in a commissionable department/role" and the titles of their positions will revert to "sales associate". For many employees, this results in a decrease in their hourly pay from \$29/hour to minimum wage. Accordingly, during the ongoing CCAA proceedings, the sales associates would only receive their regular base pay. This notice was sent to all sales associates, including those employed at HBC stores that are not subject to liquidation sales. A copy of that notice, dated April 8, 2025, is attached hereto as **Exhibit "M"**.

- **LTD Benefits at High Risk:** I also understand, from speaking with my former colleagues who were on long-term disability, that as of April 30, 2025 all long-term disability benefits will be terminated by HBC. The long-term disability benefits provided by HBC are not insured and are only administered by Manulife Financial pursuant to an "Administrative Services Only" agreement between Manulife and HBC. Accordingly, HBC itself funds the benefit plan, but Manulife administers it through their website and back-end processes. There is no independent policy or fund behind these benefits.
- **Employees cannot access WEPP for a payment toward unpaid severance:** In addition to not being provided any severance pay and other amount owing to me, I am advised by my counsel, Andrew J. Hatnay of KM, and believe that since HBC obtained protection under the CCAA, it is not at this time in bankruptcy or under receivership, so that pursuant to section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222, the terminated employees are not eligible to obtain a payment from the Wage Earner Protection Program ("**WEPP**") unless a court first declares that they are eligible for such on a motion brought before the court and for that order to be made, all of the HBC employees have to be terminated, which has not yet occurred. WEPP will pay the terminated employees up to \$8,844.22 in respect of our unpaid severance amounts. For many employees, this amount is expected to be lower than the pay in lieu of notice and severance and other amounts owing by HBC. In Ontario, for example, section 58 of the *Employment Standards Act, 2000*, S.O. 2000, c. 41 ("**ESA**"), and section 3 of Ontario Regulation 288/01 provides that in mass termination situations (where 50 or more employees are terminated in a four-week period), employees, regardless of length of their employment service, must receive between eight and 16 weeks notice, depending on how many store employees are

terminated. I further understand that this is just the notice period under the *ESA*, and that common law notice periods are often larger.

16. I, along with other non-unionized employees who (1) have already been terminated, or (2) are on long-term disability, or (3) are retired, or (4) will be terminated in the near future (collectively, the "**Non-Union Employees and Retirees**"), require legal representation in this *CCAA* proceeding in respect of our claims for unpaid notice or severance pay and the termination of our health and other benefits, and the cessation of pension accrual under the Hudson's Bay Company Pension Plan. In addition to those amounts, I believe that there are amounts owing to the Non-Union Employees and Retirees under the deferred salaries payable past March 2025, through salary continuance packages.

17. Given that we have not and will not be paid any notice in lieu or severance and are out of a job, many Non-Union Employees and Retirees are experiencing financial hardship, and we require legal representation in the *CCAA* proceeding.

***KM should be Appointed Representative Counsel***

18. I understand from KM that over 400 HBC Non-Union Employees and Retirees have retained KM, and that additional employees and retirees are continually contacting KM for assistance and representation.

19. To assist all of the HBC Non-Union Employees and Retirees, KM has, to date, already established the following protocols for communication:

- (a) establishing a toll-free telephone number and email address dedicated to the Non-Union Employees and Retirees for any questions they have. KM has a bilingual

Communications Department who have extensive experience in communicating with large numbers of individuals and responding promptly to all routine inquiries, tracking such inquiries in a database, and maintaining individual files for each Non-Union Employee and Retiree;

- (b) updating an HBC case-specific webpage on the KM website to provide information to the Non-Union Employees and Retirees regarding the insolvency proceeding, responses to commonly asked questions, access to relevant documents, and posting correspondence and relevant court documents; and
- (c) hosting a webinar to provide information to the Non-Union Employees and Retirees regarding their claims, the insolvency proceeding, the role of Representative Counsel, and the developments and matters relevant to the Non-Union Employees and Retirees.

20. I and the Employee Committee instructed KM to bring forward a motion to the Court for a representation order for all Non-Union Employees and Retirees. I spoke with many other Non-Union Employees and Retirees who contacted Andrew Hatnay and his colleagues and also sought his legal representation.

21. I, along with other Committee members, are satisfied and very grateful that KM is assisting us and providing legal advice in a difficult time for the Non-Union Employees and Retirees. As noted above, there are several concerns impacting us, including: (i) the accurate calculation of our claims for unpaid severance pay and other amounts owing to us by HBC; (ii) analyzing motions brought by other creditors and stakeholders in this proceeding (such as the recent motion brought by lenders, and supported by HBC, for approval of the RSA that would limit the likelihood of

appointing representative counsel for Non-Union Employees and Retirees); (iii) issues arising from the Non-Union Employee and Retiree health and life insurance benefits recently terminated by HBC; and (iv) corresponding with the Financial Services Regulatory Authority of Ontario and the newly appointed administrator of the Hudson's Bay Company Pension Plan, TELUS Health (Canada) Ltd.

22. I am advised by Andrew Hatnay of KM and believe that the Hudson's Bay Company Pension Plan will likely be wound up and its assets distributed. In light of the multitude of pension issues that may arise for the Non-Union Employees and Retirees during the wind-up process, it is crucial that we are represented by a firm with an expertise in pensions such as, KM.

23. I have researched the legal practice of KM and believe that they are the best and most experienced to successfully represent the concerns and protect the rights of the Non-Union Employees and Retirees, including advancing claims appropriately to provide us with the best possible outcome.

24. I am advised by Andrew Hatnay of KM and believe that KM has extensive experience representing employees and retirees in insolvency proceedings in jurisdictions across Canada (including Quebec, British Columbia, Alberta, and Newfoundland and Labrador) and has been appointed Representative Counsel by the courts in Ontario and other provinces in many similarly high-profile insolvency cases, including *Sears Canada Inc.*, *U.S. Steel Canada Inc. (Stelco)*, *Nortel Networks Inc.*, *Target Canada Inc.*, *Wabush Mines (Quebec)*, *Eaton's*, *Shaw Group*, *Hollinger Canadian Publishing Co.*, *Catalyst Paper (B.C.)*, *Saan Stores*, *Dylex*, and *Metroland Media Group Ltd.*, as well as other insolvency proceedings.

25. On April 7, 2025, lawyers for HBC wrote to KM that HBC would "select" a representative counsel for the Non-Union Employees and Retirees and requested that written proposals for this role be submitted by law firms by 5:00 pm on April 10, 2025.

26. I am advised by KM and believe that this approach is both unconventional and not independent and the selection process has not been approved by the Court. To date, HBC has demonstrated that it is adverse to employees and in a conflict of interest to us.

27. On April 17, 2025, HBC announced that it had selected a law firm called Ursel Phillips Fellows Hopkinson LLP to be representative counsel to the Non-Union Employees and Retirees. HBC filed motion materials for a Court order to appoint the firm.

28. I oppose HBC's motion. I do not trust HBC to select another law firm to act on my behalf and I do not want to be represented by a firm chosen by HBC.

29. I do not believe HBC will make an independent and fair selection of a lawyer for me and all other Non-Union Employees and Retirees.

30. I am also advised by KM that it is the role of the Court to appoint a representative counsel. It is not the role of HBC, which is an adverse party with a conflict of interest against the employees and retirees, to select the law firm to represent employees and retirees who are already involved in the proceeding and will continue to take legally adversarial positions against HBC. HBC's selection process is not independent and is unfair.

31. KM's proposed mandate as Representative Counsel to the Non-Union Employees and Retirees in this matter would include:

- determining the amounts owing to the Non-Union Employees and Retirees for payment in lieu of notice, severance pay, terminated benefits, and other amounts;
- calculating and advancing the secured claim priority applicable to HBC's contributions owing to the DC component of the Hudson's Bay Company Pension Plan;
- coordinating with HBC and the Monitor to develop a consistent legal methodology for calculating all of the Non-Union Employees' severance claims according to the applicable law across Canada;
- continuing to liaise with the Employee and Retiree Committee;
- preparing a Non-Union Employees' omnibus Proof of Claim to be filed in the proceeding and also for the purpose of obtaining WEPP payments;
- streamlining the Non-Union Employees and Retirees' claims and acting as a single point of contact for all Non-Union Employee and Retiree claims to prevent a multiplicity of different Non-Union Employee and Retiree claims with different legal methodologies, thereby generating overall cost-saving for the company, its estate and other creditors;
- settling claims as required in cases of individual Non-Union Employee or Retiree disputes, or applying to the court for direction to settle such a dispute;
- if necessary, bringing any motions in the CCAA process to ensure that the Non-Union Employees may qualify for, and receive, payments under WEPP;

- assisting Non-Union Employees with preparing documentation and applying for payments under WEPP; and
- reviewing and responding to any motions and other court proceedings as necessary brought by the company, the Monitor or other stakeholders to ensure that the Non-Union Employees and Retirees have appropriate representation;

32. I am advised by Andrew Hatnay of KM and believe that KM has the infrastructure and capability to ensure that Non-Union Employees and Retirees receive all requisite information and updates throughout the CCAA proceeding. KM has a separate communications department with a manager, two supervisors, and nine full-time clerks that can engage with Non-Union Employees and Retirees through various media and communicate with them in both, English and French. The communications department is supervised by KM lawyers.

33. Furthermore, I am advised by Andrew Hatnay of KM and believe that the communications department of the firm has been involved in several pension related insolvency proceedings, including proceedings where the representative class consisted of over 10,000 members. With respect to the HBC CCAA proceeding, the KM communications department has received and responses to inquiries from approximately 400 Non-Union Employees and Retirees.

34. I am advised by Andrew Hatnay of KM and believe that if the court appoints KM as Representative Counsel, KM will send a notice to all Non-Union Employees and Retirees explaining the terms of the appointment, including a process for opting out of representation by KM should an individual Non-Union Employee or Retiree wish to do so.

35. I swear this Affidavit in good faith and in support of this motion to appoint me as Representative, and KM as Representative Counsel to the HBC Non-Union Employees and Retirees and for no improper purpose.

**SWORN REMOTELY** by Evan Marshall of the Town of Kentville, in the Province of Nova Scotia, before me in the City of Toronto, in the Province of Ontario, on April 23, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

Abir Shamim  
LSO# 88251V



\_\_\_\_\_  
**EVAN MARSHALL**

This is **Exhibit "A"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V



# **HBC Benefits & Services for Full Time and Regular Part-Time Associates**

*Your information guide to valuable Associate benefits and services.*

Hudson's Bay Company has prepared this booklet for your convenience and is responsible for ensuring it is accurate, up to date and consistent with the governing policy (ies) and plan document(s). In the event of a discrepancy, the terms of the group policy (ies) and plan document(s) will apply. Manulife shall not be responsible for any detrimental reliance that you may place upon this information whatsoever. Your Health, Dental Care, Optional Life and Long Term Disability Benefits are provided directly by HBC. Manulife Financial has been contracted to adjudicate and administer your claims for these benefits following the standard insurance rules and practices. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer's Benefit Plan.

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Please review the information in this booklet for benefits and rewards that may be available to you!

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## **A. INSURANCE PLANS**

HBC offers the security of various insurance plans which you have the option of selecting for yourself and your family.

### ***Death Benefit***

The Death Benefit is a mandatory and company-paid benefit for all Full-time Associates. In the event of an Associate's death, the Associate's named beneficiary will receive a \$5,000 non-taxable benefit. It has no cash surrender value, carries no conversion privilege, and there is no age limitation.

As a Full-time Associate, you are required to enroll on the first day of the month after completion of 3 months of service from your Continuous Service Date<sup>1</sup>. As a Supervisor or Manager, you are required to enroll on the first day of the month following your date of hire. Your Human Resources Representative will notify you when you become eligible. Given that this benefit is mandatory, you must complete an enrollment form, provide a beneficiary designation and submit to your Human Resources Representative. Associates on approved Leave of Absence or Long Term Disability continue to be covered by this benefit. The Death Benefit terminates when your employment status changes with the Company.

### ***Optional Group Life Insurance Plans***

#### **GROUP LIFE INSURANCE PLAN**

The Group Life Insurance Plan offers optional Life Insurance coverage for you and your dependents through Manulife Financial, our Life Insurance carrier. This is term life insurance. It has no cash surrender value.

#### **GROUP AD&D INSURANCE PLAN**

You may purchase Accidental Death and Dismemberment (AD&D) coverage through Chartis Insurance Company of Canada. AD&D coverage allows you to make financial provision should you or one of your dependents suffer injury or loss of life as a result of an accident. This is term Accidental Death and Dismemberment coverage. It has no cash surrender value. The AD&D Plan number is PAI 910 03 42.

#### **WHEN MAY I JOIN THE GROUP INSURANCE PLANS?**

As a Full-time or Regular Part-time (RPT) Associate, you are eligible to join the Group Life AD&D Insurance Plans on the first day of the month after completion of 3 months of service from your Continuous Service Date. As a Supervisor or Manager, you are eligible to join all plans on the first day of the month following your date of hire.

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<sup>1</sup>The Continuous Service Date is the date from which all benefit eligibility is calculated (except for Pensions). If you were hired as Full-time, your original hire date and Continuous Service Date will be the same. If you become Full-time after your hire date, your Continuous Service Date will be either the date you become Full-time, or the calculated date from which your service has been recognized (i.e., partial credit for Auxiliary service).

**WHEN DOES COVERAGE BEGIN?**

When you enroll in the Group Life and AD&D Insurance plans your coverage will begin on the first day of the month coinciding with or following your enrollment. If you enroll when first eligible, you are automatically accepted for Life Insurance amounts up to the maximum allowed without Evidence of Insurability. For additional coverage above these maximums, or enrollment at a later date, you must first provide Evidence of Insurability and receive confirmation of approval from Manulife.

**WHO CAN BE COVERED UNDER THE PLANS?**

Associates with a Canadian residence. You may choose Life Insurance and/or AD&D coverage for yourself, your spouse and/or your children. Your children are eligible to be covered under the Group Life and AD&D Plans until age 21 or 26, if full-time students.

**HOW MUCH COVERAGE MAY I CHOOSE?****(a) Associate Coverage**

- Life Insurance - You may purchase Life Insurance coverage up to \$250,000 in increments of \$10,000. Life Insurance is always rounded to the nearest \$10,000. If you enroll in the Plan when you are first eligible you may choose an amount up to \$50,000 without Evidence of Insurability. In order to enroll for more than the \$50,000, you will need to provide Evidence of Insurability to Manulife to be approved.
- AD&D - Coverage may be purchased in increments of \$10,000 up to a maximum of \$500,000. Evidence of Insurability is not required.

**(b) Spousal Coverage**

- Life Insurance - If purchased when you are first eligible, you may choose up to \$20,000 of spousal coverage without Evidence of Insurability up to a maximum of \$250,000. Additional amounts above \$20,000 require Evidence of Insurability be sent to Manulife to be approved.
- AD&D coverage for your spouse is available in increments of \$10,000, up to a maximum of \$500,000. Evidence of Insurability is not required.

**(c) Child Coverage**

- You may choose Life Insurance and/or AD&D coverage of \$10,000 for your children. If you enroll in the Plan when you are first eligible, each of your subsequent dependent children will be covered automatically for an amount of \$10,000 without Evidence of Insurability.

**HOW DO I ENROLL?**

Your Human Resources Representative will notify you when you are first eligible to enroll. You must complete the enrollment form, designate your beneficiary and submit to your Human Resources Representative.

If you are applying for coverage:

- Greater than \$50,000 for yourself
- Greater than \$20,000 for your spouse
- After your initial eligibility period

You will need to complete the Evidence of Insurability four-page form which includes a Coverage Detail form and a Medical and Lifestyle questionnaire, and send it to Manulife to the address stated on the form to be approved.

If you do not choose to enroll at the time of eligible enrollment, you will have to wait until the next Annual Enrollment to enroll. Please see your Human Resources Representative for more information.

### **WHAT WILL MY COVERAGE COST?**

You will pay the full cost of your group insurance. However, you will have the advantage of the preferred group rates offered through your Company plans. Premium rates for Life Insurance coverage for you and/or your spouse are based on age, gender and smoker status, and will increase automatically on the 1st of the month after each 5-year age threshold is reached. Premium costs are reviewed semi-annually and are subject to change. Premiums are available on the **My.HBC portal <http://my.hbc.com>**. You or your spouse are eligible for the non-smoker rates if you or your spouse have not smoked in the previous 12 months. Life Insurance for your dependent children can be purchased for a flat monthly fee. Once the first child has been approved, subsequent children are covered automatically. Obtain a Life Insurance Premium Calculation Worksheet from the **My.HBC portal <http://my.hbc.com>** or from your Human Resource Representative to determine your total monthly or bi-weekly premium cost for Life Insurance.

Premiums for AD&D coverage are based on the amount of coverage you select. Rates are available on the **My.HBC portal <http://my.hbc.com>**. Manitoba, Ontario and Quebec residents: Please note that your insurance premiums are subject to provincial sales tax.

### **HOW LONG WILL MY LIFE & AD&D INSURANCE COVERAGE CONTINUE?**

Your coverage will continue as long as you remain in the Plan. Coverage terminates on the last day of the current pay period if you discontinue coverage, change employment category, reach age 70, or your employment with the Company ends for any reason, including due to resignation, retirement or termination of employment.

Coverage for your spouse will end upon termination of your coverage, or when they reach age 70 or retire, whichever occurs first. Your spouse's coverage will terminate at the same time, or earlier of the employee's age 70, the spouse's age 70 or the employee's retirement.

Coverage for your dependent children end upon termination of your coverage, or when they reach age 21, or 26 if full-time students, whichever occurs first.

In addition, your Group benefit coverage will terminate the earliest of:

- the date you cease to be an eligible Associate;
- the date you cease to be actively at work, unless the Group Policy or the Plan Document allows for your coverage to be extended beyond this date;
- the date you cease to be actively at work due to temporary or indefinite lay-off or due to a leave of absence, paid or unpaid, other than applicable statutory leaves. All insurance coverage may continue, but in no event for more than 245 days after an Associate was last actively at work, unless otherwise required to be continued longer due to a statutory and/or Company-approved leave;
- for Associate Optional Life, Extended Health Care and Dental Care, the last date of the current pay period if you discontinue coverage;
- the date your employer terminates coverage;
- the date you enter the armed forces of any country on a Full-time basis;
- the date the Group Policy or Plan Document terminates or coverage on the class to which you belong terminates;
- the date you reach the Termination Age; and
- the date of your death.

Your dependents' coverage terminates on the date your coverage terminates or the date the dependents' cease to be eligible dependents, whichever is earlier.

In the event of a change in insurance provider, your coverage will be retained without medical evidence.

### **CAN I CHANGE MY COVERAGE AFTER I JOIN?**

You may cancel or decrease your Life Insurance coverage during the Annual Enrollment Period. However, all increases are subject to Evidence of Insurability by Manulife. You may increase, decrease or cancel AD&D coverage during the Annual Enrollment Period without Evidence of Insurability.

### **WHAT IF MY CIRCUMSTANCES CHANGE?**

Upon a change of circumstance, such as marriage or the birth/adoption of a child, you may apply for new coverage for your spouse or child. If you apply within 31 days of the change, you may enroll your spouse for up to \$20,000 of Life Insurance and/or a first child in Child Life Insurance without Evidence of Insurability.

### **SMOKER/NON-SMOKER STATUS**

Rates for Associate and Spouse life coverage vary depending upon the applicant's age, gender and smoker status. Associates are considered Non-Smokers if they have not smoked in 12 months. If an Associate or spouse wishes to change from Smoker to Non-Smoker status – following a 12-month smoke-free period - a request for Change in Smoker Status must be made. If a Non-Smoker starts to smoke, he/she must request a Change in Smoker Status also. The rate changes will become effective the 1st of the month after the request is submitted.

Note: In case of death, Life Insurance claims will be denied if it is determined that an Associate has misrepresented their age/gender/smoker status and/or that of their spouse. In those cases where it is proven that an Associate has misrepresented their age/gender/smoker status and/or that of their spouse, all that will be paid to the beneficiary upon the death of the Associate or Spouse, will be a refund of premiums.

### **SUMMARY OF LIFE INSURANCE COVERAGE**

	<b>Self</b>	<b>Spouse</b>	<b>Children</b>
<b>How much coverage can I choose?</b>	\$10,000 increments to a maximum of \$250,000.	\$10,000 increments to a maximum of \$250,000.	\$10,000
<b>Is Evidence of Insurability required?</b>	No – for amounts up to \$50,000 if enrolled when first eligible.  Yes – for amounts above \$50,000 to a maximum of \$250,000.  Yes – for any amount requested after initial eligibility up to a maximum of \$250,000.	No – for amounts up to \$20,000, if enrolled when first eligible.  Yes – for amounts above \$20,000 to a maximum of \$250,000.  Yes – for any amount requested after initial eligibility to a maximum of \$250,000.	No – if enrolled when first eligible OR if enrolled during the first Annual Enrollment Period after becoming eligible.  Yes – after initial eligibility or first Annual Enrollment after becoming eligible.

Qualifying Period for Waiver of Premium - 168 days or expiration of benefits under the employer's sick leave plan up to one year after the disability, whichever is greater.

**(a) Waiver of Premium**

If you become Totally Disabled while insured and prior to age 65 and meet the Entitlement Criteria outlined below, your Associate Optional Life Insurance will continue without payment of premium.

**(b) Definition of Totally Disabled**

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period; and
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or license to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or license has been withdrawn or not renewed.

**(c) Entitlement Criteria**

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 3 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 2 years, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

**(d) Termination of Waiver of Premium**

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit;
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 2 years, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above;
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial;
- the date you do not attend an examination by an examiner selected by Manulife Financial;
- the date of your death; or
- the date of your 65th birthday.

**(e) Recurrent Disability**

Manulife Financial will waive the Qualifying Period if: (i) you become Totally Disabled again from the same or related causes as those for which premiums were previously waived; and (ii) such disability recurs within:

- 6 months of cessation of the Waiver of Premium benefit; or

- 24 months after cessation of the Waiver of Premium benefit if you are enrolled in a rehabilitation program;

Your amount of insurance on which premiums were previously waived will be reinstated.

A disability will be considered a separate disability if the same disability recurs more than:

- 6 months after cessation of your Waiver of Premium benefit; or
- 24 months after cessation of the Waiver of Premium benefit if you are enrolled in a rehabilitation program.

Disabilities that are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least 1 day.

**(f) Exclusions**

If an Associate's death results from suicide any amount of Optional Life Insurance that has been in effect for less than 2 years will not be payable.

**(g) Dependent Optional Life**

Please refer to Associate Optional Life Insurance for details on the Waiver of Premium provision.

**Exception** - For more details about the waiver, please refer to the contract.

## **Accidental Death and Dismemberment Coverage**

If you are insured under the Plan and suffer a loss as a result of an accident which occurs within 365 days of the accident, the AD&D Plan will pay up to the Principal Sum as outlined in the Table below.

### **(a) Table of Losses**

<b>Type of Loss</b>	<b>Amount Payable</b>
Loss of Life	The Principal Sum *
Loss of both Hands or Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and the Entire Sight of One Eye	The Principal Sum
Loss of One Foot and the Entire Sight of One Eye	The Principal Sum
Loss of One Arm	3/4 of the Principal Sum
Loss of One Leg	3/4 of the Principal Sum
Loss of One Hand	2/3 of the Principal Sum
Loss of One Foot	2/3 of the Principal Sum
Loss of the Entire Sight of One Eye	2/3 of the Principal Sum
Loss of Thumb & Index Finger of the Same Hand	1/3 of the Principal Sum
Loss of Speech and Hearing	The Principal Sum
Loss of Speech or Hearing	2/3 of the Principal Sum
Loss of Hearing in One Ear	1/3 of the Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)	Two X the Principal Sum
Paraplegia (total paralysis of both lower limbs)	Two X the Principal Sum
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	Two X the Principal Sum
Loss of Use of Both Arms and Both Legs	The Principal Sum
Loss of Use of One Hand or One Foot	2/3 of the Principal Sum
Loss of Use of One Arm or One Leg	3/4 of the Principal Sum
Loss of Four Fingers on One Hand	1/3 of the Principal Sum
Loss of All Toes on One Foot	1/4 of the Principal Sum

\* The Principal Sum is the amount of your total coverage.

### **(b) Other Provisions**

The Accidental Death & Dismemberment policy contains other provisions including:

- Disappearance
- Repatriation Benefit
- Rehabilitation Benefit
- Family Transportation
- Seat Belt Rider
- Home Alteration & Vehicle Modification
- Day Care Benefit
- Educational Benefit Rider
- Extended Family Benefit
- Common Disaster
- Permanent Total Disability Indemnity
- Felonious Assault Benefit
- Kidnap & Ransom/Extortion Rider

The AD&D policy may also cover items, such as home alterations and vehicle modifications when a wheelchair is required as a result of an injury covered by the Plan. You may also be eligible for day care and/or educational benefits for dependent children who are covered under the policy. To obtain additional information on the specific provisions of this policy contact your Human Resources Representative. The plan number is PAI 910 03 42.

### **AD&D COVERAGE SUMMARY**

	<b>Self</b>	<b>Spouse</b>	<b>Children</b>
<b>How much coverage can I choose</b>	\$10,000 increments to a maximum of \$500,000	\$10,000 increments to a maximum of \$500,000	\$10,000
<b>Is Evidence of Insurability required?</b>	Evidence of Insurability is not required		

### **NAMING A BENEFICIARY**

It is important that you name beneficiaries for your Death Benefit and your Life Insurance and/or AD&D Insurance benefits. You may choose to name one or more beneficiaries, but if multiple beneficiaries are chosen, you must specify how benefits are to be divided. If a beneficiary is not named, your Insurance benefits will be paid to your estate. You may change your beneficiary at any time by completing a Designation of Beneficiary form available on the **My.HBC portal** <http://my.hbc.com> and submitting it to your Human Resources Representative. Under these plans you are automatically the beneficiary for any insurance purchased on behalf of your spouse or children.

In Quebec, once a spouse is designated as an irrevocable beneficiary under a Life or AD&D policy, that designation cannot be revoked without the spouse's consent, even if the insured changes to a new policy.

### **MAKING A CLAIM**

Claim forms for Life Insurance or AD&D can be obtained through your Human Resources Representative.

Note: In the event of a death by suicide within 2 years of enrollment, payment will consist of a refund of premiums paid only.

HBC offers optional Health care coverage choices to fit the needs of you and your family.

## B. HEALTH CARE PLAN

### *Hbc Health Plan*

#### **WHEN MAY I JOIN THE HEALTH PLAN?**

As a Full-time Associate, you are eligible to join the Health Plan on the first day of the month after completion of 3 months of service from your Continuous Service Date. As a Supervisor or Manager, you are eligible to join the Plan on the first day of the month following your date of hire. If you are an Associate promoted from Auxiliary to Full-time with Recognition of Service, you are eligible to join the Plan the 1<sup>st</sup> of the month following your status change.

If you fail to enroll by the eligibility date, as defined in this booklet, all optional benefits will be waived and you will have to wait until the next Open Enrollment Period.

**Note:** Only Canadian residents covered under a provincial health plan are eligible to enroll in this benefit.

#### **WHEN WILL MY HEALTH COVERAGE BEGIN?**

When you join the Plan your coverage begins on the first day of the month coinciding with or following your enrollment.

#### **WHO CAN BE COVERED UNDER THE PLAN?**

You may choose from single coverage for yourself, two-party coverage for you and one dependent, or family coverage, for more than two dependents. You may enroll your dependent children up to age 21, or up to age 26 if they are Full-time students.

#### **HOW MUCH COVERAGE MAY I CHOOSE?**

There are three levels of coverage available. You may choose the Basic, Enhanced or Deluxe Plan. You must remain in the plan you chose until the next Annual Enrollment Period.

#### **SUMMARY OF COVERAGE CHOICES**

	<b>Basic</b>	<b>Enhanced</b>	<b>Deluxe</b>
<b>Single</b>	✓	✓	✓
<b>Two Party</b>	✓	✓	✓
<b>Family</b>	✓	✓	✓

#### **WHAT WILL MY COVERAGE COST?**

Your premium will vary depending on your employment category - and the coverage you choose. Once you enroll in the Plan your premiums will be deducted on every pay statement. Premium amounts for each plan are available on the **My.HBC portal <http://my.hbc.com>**. Manitoba, Ontario, and Quebec residents: Please note that your premiums are subject to provincial sales tax.

#### **HOW DO I ENROLL?**

Your Human Resources Representative will notify you when you are first eligible to enroll. You will need to select the level of coverage you want, complete an enrollment form and submit to your Human Resources Representative no later than one week before the eligibility date. When enrolling a spouse or children as dependents you must provide their full name, gender, date of birth and relationship to you.

### **HOW LONG WILL MY COVERAGE CONTINUE?**

Your coverage will continue as long as you remain in the Plan and make any required benefit premium payments. Coverage will terminate on the last day of the current pay period if you:

- discontinue coverage;
- change employment category, such as Full-Time to Auxiliary;
- when you cease to be actively at work past 245 days unless otherwise required by a statutory and/or Company-approved leave;
- leave the Company;
- retire; or
- reach age 75.

Coverage for your dependent children ends when you discontinue coverage or when they reach age 21, or 26 if Full-time students or the covered member above is no longer eligible for coverage.

### **CAN I CHANGE MY COVERAGE AFTER I JOIN?**

You will be able to change your coverage for your current Plan during the next Annual Enrollment Period, unless there is a change in circumstance as described below.

### **WHAT IF MY CIRCUMSTANCES CHANGE?**

You are eligible to adjust your coverage at any time within 31 days following a change in your circumstances. This includes changes such as:

- Change in marital status;
- Birth/adoption of a child;
- Death of a spouse;
- A change in your spouse's benefit coverage;
- A dependent no longer qualifies for coverage; or
- A change in your employment category, or a promotion from Full-time to a supervisory position, or from a supervisory position to a managerial position.

### **WHAT YOUR HEALTH PLAN COVERS**

The Plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. All covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian medical profession, if it is proven to be effective and it is of a form, intensity, frequency and duration essential to diagnosis or management of the disease or injury.

The amount of your expenses covered under the Plan will vary depending on the level of coverage you choose.

### **MEDICAL COVERAGE**

- Ambulance land or air transportation to the nearest Centre where adequate treatment is available in your province of residence.
- Semi-private room and board in a hospital in Canada.
  - For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.
  - The plan also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.
- Long Term Care / Chronic Care, the government authorized co-payment for semi-private or private accommodation in a long term care/ chronic care facility up to \$150 per day

to a maximum of 180 days per benefit year. Residences established primarily for senior citizens or which provide personal rather than medical care are not covered.

- Private Duty Nursing, services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse. Note: You should apply for a pre-care assessment before Private Duty Nursing begins.
- Fertility Coverage: a \$10,000 lifetime benefit to assist with the drug costs associated with Fertility IVF treatment.

Services are not covered for custodial care, homemaking duties or supervision. Services are not covered where the patient is confined to a hospital, long term care/ chronic care facility or similar institution. Services are not covered where they could be performed by a person of lesser qualification such as a relative, friend or member of the patient's household.

#### **MEDICAL EXPENSES SUMMARY**

	<b>Basic</b>	<b>Enhanced</b>	<b>Deluxe</b>
<b>Annual Deductible</b>	Yes \$200 Single \$300 Two-Party \$400 Family	Yes \$25* (Deductible once per benefit year)	Yes \$25* (Deductible once per benefit year)
<b>Coinsurance/ Reimbursement Level</b>	80%	80%	90%
<b>Coordination of Benefits</b>	Yes	Yes	Yes
<b>Hospital Expenses</b>	Semi-Private Maximum \$100/day.	Semi-Private Maximum \$125/day.	Semi-Private Maximum \$150/day.
<b>Private Duty Nursing</b>	Maximum \$10,000 per lifetime.		
<b>Fertility Coverage</b>	Maximum \$10,000 per lifetime for IVF treatment.		
<b>Long Term Care / Chronic Care</b>	The government authorized co-payment for semi-private or private accommodation up to \$150 per day to a maximum of 180 days per benefit year		
<b>Emergency Travel Assistance</b>	100%		
<b>Out-Of-Country Emergency Care</b>	100% Maximum \$250,000 per person, per lifetime.		

\* The deductible is applied to the plan once per benefit year. Once the \$25 deductible has been met (whether on an Associate, spouse or child's claim), there will be no other deductible applied to the plan until the next benefit year (October 1st).

#### **PRESCRIPTION DRUG COVERAGE**

Your prescription drugs are covered under the Plan and will pay for 80% of the cost of your drugs (90% for Deluxe only), excluding the dispensing fee charged by the Pharmacy. The annual deductible must be met each claim year before coverage is available.

#### **BENEFITS CARD (PAY DIRECT DRUG CARD - PDD)**

When you join the Health Plan, a Benefits Card (Pay Direct Drug Card – PDD) will be mailed to your home address. When you present the Card with your prescription at the Pharmacy, you will pay only for the portion of the cost not covered under the Plan. You must meet the deductible amount first. Since the dispensing fee is not covered by the Plan, it cannot be included as part of the deductible. Cards are issued by Manulife shortly after your enrollment effective date and

mailed to your home address. The cards are issued in your name as the plan member. You will receive one benefit card if you have single coverage, two if you have family coverage, plus a third card for any dependent students over the age of 21 covered under the plan. Associates may request a benefits card for students from the age of 19 or older by calling the Manulife Call Centre at 1-800-268-6195.

You may log onto Manulife's website at: [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits) and sign onto the Manulife Plan Member Secure Site from any Internet connection. You will need to input your plan number (83432) and plan member certificate number (which is the same as your HBC Associate number). You may print a temporary card, or order a replacement on the web site, and also view your claims history since October 1, 2011; register for online e-claims for payments to your bank account; obtain personalized claim forms, claims inquiries and coverage information. The plan number is 83432.

**(a) The plan covers the following:**

- Drugs and drug supplies described below when provided in Canada. Benefits for drug expenses outside Canada are payable only as provided under the Out-of-Country emergency care provision.
- Injectable Drugs and drugs which require the written prescription of a physician or dentist, including oral contraceptives.
- Injectable drugs including vitamins, insulin and allergy extracts. Syringes for self-administered injections are also covered. Excludes over the counter minerals (oral), injectable vitamins.
  - Smoking Cessation Drugs are covered to a maximum of \$300 per lifetime.
- Disposable needles for use with non-disposable insulin injection devices, lancets and test strips.
- Extemporaneous preparations or compounds if one of the ingredients is a covered drug.
- Certain other drugs that do not require a prescription by law may be covered when prescribed by your physician or dentist. If you have any questions, contact the Manulife Call Centre before incurring the expense.
- Unless your doctor has prescribed a drug by its brand name and has specified in writing that the product is not to be interchanged, the plan will cover only the cost of the lowest priced equivalent generic drug.
- For drugs eligible under a provincial drug plan, coverage is limited to the deductible amount and reimbursement you are required to pay under that plan.
- For Quebec residents, all prescription drugs on the RAMQ formulary are covered.
  - Prescription drugs for in-vitro medical procedures required under Quebec legislation.
- Coverage for the administration of serums, vaccines or injectable drugs are covered.

**SUMMARY OF DRUG COVERAGE**

	<b>Basic</b>	<b>Enhanced</b>	<b>Deluxe</b>
<b>Coinsurance/ Reimbursement Level</b>	80% (Drug cost only)	80% (Drug cost only)	90% (Drug cost only)
<b>Deductible</b>	\$200 – Single \$300 – Two-Party \$400 – Family (Prescription drug deductible combined with health deductible per Benefit Year)	Yes \$25* (Prescription drug deductible combined with health deductible once per Benefit Year)	Yes \$25* (Prescription drug deductible combined with health deductible once per Benefit Year)

\*The deductible is applied once per benefit year to the plan. Once the \$25 deductible has been met (whether on an Associate, spouse or child's claim), there will be no other deductible applied to the plan until the next benefit year (October 1st).

### **MEDICAL SUPPLIES COVERAGE**

The following medical supplies are covered under the plan:

- Rental or, at the plan's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor.
- Custom-made foot orthotics and custom fitted orthopedic shoes, including modifications to orthopedic footwear (up to combined maximum). Claims are assessed based on reasonable and customary costs basis for your place of residence.
- Hearing aids including batteries, tubing and ear molds provided at the time of purchase. Diabetic supplies: Novolin-pens or similar insulin injection devices using a needle, blood-letting devices including platforms but not lancets. Lancets are covered under prescription drugs.
- Blood-glucose monitoring machines.

### **MEDICAL SUPPLIES COVERAGE LIMITS**

<b>Item</b>	<b>Coverage (All Plans)</b>
<b>Reimbursement Level</b>	80% (Basic & Enhanced) 90% (Deluxe)
<b>Smoking cessation products</b>	\$300 per lifetime
<b>Hearing Aids</b>	\$500 every 4 years
<b>Custom-fitted Orthopedic Shoes and Orthotics</b>	\$500 every 36 months A custom made shoe is 1) Constructed by certified orthopedic specialist 2) required because of a medical abnormality that based on medical evidence, cannot be accommodated in a stock item orthopedic shoe or a modified stock item orthopedic shoe.  Orthotics must be recommended by a physician or podiatrist/chiropodist
<b>Myoelectric Arms</b>	\$10,000 per prosthesis
<b>External Breast Prosthesis</b>	1 every 12 months
<b>Surgical Brassieres</b>	2 every 12 months
<b>Mechanical or Hydraulic Patient Lifters</b>	\$2,000 per lifter once every 5 years
<b>Outdoor Wheelchair Ramps</b>	\$2,000 lifetime
<b>Diabetic Supplies</b>	included
<b>Transcutaneous Nerve Stimulators</b>	\$700 per lifetime
<b>Extremity Pumps for Lymphedema</b>	\$700 per lifetime
<b>Custom-made Compression Hose</b>	\$400 per benefit year
<b>Wigs for temporary hair loss as a result of a medical condition</b>	\$200 Lifetime
<b>Mobility Equipment</b>	Crutches canes, walkers, wheelchairs are covered at Reasonable and customary levels
<b>Durable Medical Equipment</b>	Manual hospital beds, respiratory and oxygen and other durable equipment usually found in hospitals
<b>External Prosthesis</b>	Covered
<b>Ileostomy, Colostomy, Incontinence Supplies, Oxygen, Medicated dressing and burn garments, stump socks,</b>	Covered
<b>Viscosupplementation</b>	Covered
<b>Blood Glucose Monitoring devices</b>	1 device every 48 months
<b>Accidental Dental</b>	Dental Treatment was not included in the booklet: Charges for the treatment of accidental injuries to the natural teeth or jaw, to a maximum of \$700 per accident. The accident must be due to a force or blow external to the mouth and have occurred while the person was covered for this Benefit. The treatment must begin within 60 days of the accident and be received and approved for payment within 12 months of the accident. Injuries due to biting or chewing are not covered

### **DIAGNOSTIC X-RAYS AND LAB TESTS**

- May be covered when not covered under the provincial government plan and must be medically necessary.
- PSA Tests are included.

### **PARAMEDICAL PRACTITIONERS COVERAGE**

Out of hospital treatment by paramedical practitioners will be covered based on reasonable and customary charges, at a combined benefit maximum of \$400 each benefit year as of October 1. Covered services are listed below.

- Out-of-hospital treatment:
  - of muscle and bone disorders by a licensed chiropractor, including diagnostic x-rays\*
  - of movement disorders by a licensed physiotherapist
  - of foot disorders, including diagnostic x-rays\*, by a licensed podiatrist
  - by a registered psychologist or qualified social worker
  - of speech impairments by a qualified speech therapist
  - of a qualified massage therapist
  - of a licensed osteopath, including diagnostic x-rays\*
  - of a qualified naturopath
  - of a qualified acupuncturist

\* Diagnostic x-ray expenses form part of the overall combined maximum outlined below.

### **PARAMEDICAL COVERAGE SUMMARY**

	<b>Basic</b>	<b>Enhanced</b>	<b>Deluxe</b>
<b>Annual Deductible</b>	Yes	Yes	Yes
<b>Coinsurance/Reimbursement Level</b>	80%	80%	90%
<b>Coverage</b>	There is a \$400 combined maximum per benefit year for the services of the following licensed paramedical practitioners: Dietician, Physiotherapist, Psychologist/Social Worker, Speech Therapist; Chiropractor; Chiropodist/Podiatrist; Osteopath; Massage Therapist; Naturopath; Acupuncturist.		
<b>Mental Health Coverage</b>	In addition to the above coverage, there is a \$1000 combined annual maximum for visits to psychologists, psychotherapists, social workers and clinical therapist separate from the other paramedical practitioners. Coverage available to you and your covered family. This is in addition to the Optum (Employee Assistance Program) benefit.		

The recommendation of a physician is not required for paramedical services.

Expenses for some paramedical expenses may be payable in part by provincial plans. In those provinces, expenses under HBC's plan are payable only after the provincial maximums have been reached.

### ***Vision Care***

Eye examinations, including refractions, when they are performed by a licensed ophthalmologist or optometrist.

Glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist or optician (Enhanced and Deluxe Plans only).

Laser eye surgery required to correct vision when performed by a licensed ophthalmologist (Enhanced and Deluxe Plans only).

**VISION CARE SUMMARY**

	<b>Basic</b>	<b>Enhanced</b>	<b>Deluxe</b>
<b>Annual Deductible</b>	Yes	Yes	Yes
<b>Coinsurance/Reimbursement Level</b>	80%	80%	90%
<b>Eye Examinations</b>	One every 24 months to a maximum of \$35 per visit.		
<b>Glasses, Contact Lenses and Laser Eye Surgery</b>	Not Covered	\$100 every 24 months	\$125 every 24 months
<b>Medically necessary contact lenses</b>		1 pair per lifetime where medically necessary	1 pair per lifetime where medically necessary

**VISION CENTRES**

As an Associate of HBC you are eligible to receive 10% discount on any optical purchase made on the HBC MasterCard/HBC Credit Card at HBC Vision Centers. These discounts apply to purchases such as glasses, or contact lenses. Information on HBC Licensees is available on the **My.HBC portal <http://my.hbc.com>** under My Wealth tab under Associate Rewards.

**WHAT YOUR HEALTH PLAN DOES NOT COVER****(a) Except to the extent otherwise required by law, no benefits are paid for:**

- Expenses private insurers are not permitted to cover by law.
- Services or supplies you are entitled to without charge by law or for which a charge is made only because you have coverage under a plan.
- The portion of the expense for services or supplies that is payable by the government health/drug plan in your home province, whether or not you are actually covered under the government health plan.
- The portion of the expense for service or supplies that is covered by provincial disease state drug programs (excluding Quebec).
- Any amount paid by a government plan or program for certain disease-based drug programs.
- When a government plan or program provides coverage for an expense, the expense is not covered under our group plan.
- Services or supplies that do not represent reasonable treatment.
- Services or supplies Associated with:
  - Treatment performed only for cosmetic purposes.
  - Recreation or sports rather than with other daily living activities.
  - The diagnosis or treatment of infertility (except as legislated in Quebec).
  - Contraception, other than oral contraceptives.
- Services or supplies not listed as covered expenses.
- Extra medical supplies that are spares or alternates.
- Services or supplies received outside Canada except as listed under Emergency Care.
- Services or supplies received out-of-province in Canada unless you are covered by the government health plan in your home province and the plan would have paid benefits for the same services or supplies if they had been received in your home province. Note: This limitation does not apply to Emergency Travel Assistance.
- Expenses arising from war, insurrection, or voluntary participation in a riot.
- Excludes over the counter minerals (oral), injectable vitamins, and smoking cessation products (where a prescription is not required).
- Amounts submitted for expenses that are above the reasonable and customary costs for your place of residence.
- Chronic care.
- Vision

- Any illness or injury arising out of or in the course of employment when the person is insured by or is eligible for coverage by workers' compensation
- Self-inflicted injuries or illnesses, whether the person is sane or insane
- The committing of or the attempt to commit an assault or criminal offence;
- Injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the covered person's blood contained more than 80 milligrams of alcohol per 100 milliliters of blood at the time of injury;
- Charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms.
- Charges for services or supplies:
  - o when there would have been no charge at all in the absence of plan benefit coverage;
  - o which are received from a medical or dental department maintained by an employer, association or trade union;
  - o which are performed or provided by the covered person, an Immediate Family Member or a person who lives with the covered person;
  - o which are provided while confined in a Hospital on an in-patient basis.

\* Medical treatment which is not usual and customary, or which is Experimental or Investigational in nature.\* Services are not covered for custodial care, homemaking duties or supervision. Services are not covered where the patient is confined to a hospital, long term care/ chronic care facility or similar institution. Services are not covered where they could be performed by a person of lesser qualification such as a relative, friend or member of the patient's household.

**(b) In addition, under the prescription drug coverage, no benefits are paid for:**

- Atomizers, appliances, prosthetic devices, colostomy supplies, first aid supplies, diagnostic supplies or testing equipment.
- Non-disposable insulin delivery devices or spring loaded devices used to hold bloodletting devices.
- Delivery or extension devices for inhaled medications.
- Oral vitamins, minerals, dietary supplements, homeopathic preparations, infant formulas or injectable total parenteral nutrition solutions.
- Over the counter minerals (oral), injectable vitamins, and smoking cessation products (where a prescription is not required).
- Diaphragms, condoms, contraceptive jellies, foams, sponges, suppositories, contraceptive implants or appliances.
- Any drug that does not have a drug identification number as defined by the Food and Drugs Act, Canada.
- Proprietary or patent medicines registered under the Food and Drugs Act, Canada.
- Any single purchase of drugs which would not reasonably be used within 34 days. In the case of certain maintenance drugs, a 100-day supply will be covered.
- Drugs dispensed by a dentist or clinic or by a non-accredited hospital pharmacy.
- Drugs dispensed during treatment as an in-patient or an out-patient in a hospital.
- Preventative immunization vaccines and toxoids.
- Non-injectable allergy extracts.
- Drugs that are considered cosmetic, such as topical minoxidil or sunscreens.
- Fertility drugs (except as legislated in Quebec), whether or not prescribed for a medical reason.
- Drugs used to treat erectile dysfunction.

**CLAIMS:**

Paper claims are unnecessary for prescription drugs filled using the Benefits Drug Card (Pay Direct Drug Card - PDD).

You may register on the Manulife website at [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits) and file an online claim or e-claim and submit your health claims electronically, or paper claims may be submitted for medical expenses other than prescription drugs (i.e. hospital expenses, ambulance

charges, practitioner services, etc.). Paper claims for services rendered are submitted directly to Manulife using the Health Care Expense Claim Form. If required, paper claims for drugs must be submitted to Manulife using the same form. The form is available on **My.HBC portal** <http://my.hbc.com> under 'My Health' tab. Since claim payments are returned directly to the Associate's home, it is important that the Associate address is kept up-to-date at all times. Eligible expenses must be submitted no later than 12 months following the date the expenses were incurred.

**All claims may be submitted online!** Online claims just got easier. Plan members can now take advantage of two new features when submitting group benefit claims: Members can simply select "Other" under Service provider type to submit claims not previously accepted online.

When receipts are required, members can now conveniently include them with their claim. You can scan and upload receipts when you submit online, or take a picture and attach it with [Manulife Mobile](#).

Click [here](#) for more information.

Manulife will only accept claims from a terminated Associate for 90 days after they are terminated from the HBC Plan. All health and dental claims must be submitted to Manulife within 90 days of termination, retiring or moving to auxiliary status in order to be accepted.

When you join the Basic, Enhanced, or Deluxe Health Plan you are eligible for Emergency Travel Assistance through Manulife (Allianz).

### ***Out-Of-Province/Out-Of-Canada Emergency Travel Assistance***

Treatment required as a result of a medical emergency which occurs while temporarily outside the province of residence, provided the covered person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence. A medical emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while a covered person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the covered person is stable enough to return to his province of residence. Expenses are payable up to a maximum of \$250,000 per lifetime.

For all non-emergency medical treatment out of Canada, the treatment must be recommended by a physician practicing in Canada, and it is advisable that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be notified of any benefit that will be provided. The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial Plan. Charges incurred outside the province of residence for all other Covered Extended Health Care Expenses are payable on the same basis as if they were incurred in the province of residence.

Emergency Travel Assistance provides travel assistance for you and your dependents while you are temporarily outside your province of residence. The assistance services are delivered through an international organization, specializing in travel assistance. Assistance is provided for both Medical and Non-Medical travel emergencies. Services are available during the period that you are covered for Out-of-Province/Out-of-Canada emergency medical treatment, provided under this benefit. In addition, Emergency Travel Assistance also provides you and your dependents with Health Advice and Assistance, whenever and wherever such services are needed - whether at home or while travelling.

## **HOW TO ACCESS EMERGENCY TRAVEL ASSISTANCE – YOUR EMERGENCY TRAVEL CARD**

Your Emergency Travel Assistance information through Allianz is on the back of your Manulife Benefits Card (Pay Direct Drug Card – PDD) and lists the toll free numbers to call in case of an emergency, while travelling outside your province. The toll free number will put you in touch with the international travel assistance organization. Your card also lists your I.D. number and plan document number, which the travel assistance organization needs to confirm that you are covered by Emergency Travel Assistance. If you do not have a card, please contact Manulife. Information on Emergency Travel Assistance may also be obtained by logging onto the Manulife website [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits) and connecting to your Manulife Plan Member Secure site for more details. The Plan Number is 9505.

### **SUBMITTING A CLAIM**

To help ensure your claim is managed efficiently, and that you do not incur any unnecessary out-of-pocket expenses, please be aware of the following:

Your policy may require that your claim exceed a minimum dollar amount (e.g. \$200) before Allianz Assistance can make any payment arrangements with the provider of services. If this is the case, you will need to pay for the expenses yourself, submit them to your provincial health insurance plan, and then submit the outstanding balance to Manulife Group Benefits for consideration. Call the Emergency Travel Assistance number on the back of your Benefits Card (Pay Direct Drug Card – PDD) for filing details specifics. Please note that Allianz Assistance will still provide assistance services, regardless of the dollar amount of your claim.

Once contacted, Allianz Assistance will arrange to pay for all eligible emergency medical expenses, whenever possible. They will also coordinate, where appropriate, payment of the claim on your behalf with your government health insurance plan and Manulife. You will be asked to sign authorization forms allowing Allianz Assistance to coordinate this on your behalf.

Allianz Assistance will also provide, and guarantee, advance payments to facilities before medical services are provided, when required (whenever possible). If you do not contact Allianz Assistance and pay the provider directly, you must submit the claim to your provincial plan (GHIP) first for reimbursement. Any outstanding balance may then be submitted to Manulife. Please include a copy of your GHIP statement and a detailed explanation of the circumstances regarding your emergency treatment. Please contact the Manulife Group Benefits Customer Service Centre for information on how to submit your claim.

Please note that if payments made on your behalf are for ineligible services or amounts, Manulife reserves the right to recover any over-payment. Reimbursement of out-of-pocket expenses is based on reasonable and customary charges as determined by Manulife. Reimbursement is in Canadian funds and is based on the rate of exchange at time of claim. Claims must be filed within 12 months from the date the claim was incurred. Associates should examine the potential risks and decide whether they should take out private health coverage when travelling outside of Canada. The overall maximum available for Out-of-Country emergency care is \$250,000 per person per lifetime.

- A maximum of \$5,000 (Canadian) to return the deceased employee home.
- On-site hospital payment when required for admission, to a maximum of \$1,000.
- Transportation and lodging for a family member has a maximum of \$1,500.
- Traveling companion lodging maximum of \$1,500.

**MEDICAL REFERRAL**

Referral to the nearest physician, dentist, pharmacist or appropriate medical facility, and verification of coverage, is provided.

**(a) Claims Payment Service**

If a hospital or other provider of medical services requires a deposit or payment in full for services rendered, and the expenses exceed \$200 (Canadian), payment of such expenses will be arranged and claims coordinated on behalf of the insured person.

Payment and co-ordination of expenses will take into account the coverage that the insured person is eligible for under a Provincial Plan and this Policy. If such payments are subsequently determined to be in excess of the amount of benefits to which the insured person is entitled, Manulife Financial shall have the right to recover the excess amount by assignment of Provincial Plan benefits and/or refund from the Employee.

**(b) Medical Care Monitoring**

Medical care and services rendered to the insured person will be monitored by medical staff who will maintain contact, as frequently as necessary, with the insured person, the attending physician, the insured person's personal physician and family.

**(c) After Hospital Convalescence**

If an insured person is unable to travel due to medical reasons following discharge from a hospital, expenses incurred for meals and accommodation after the originally scheduled departure date will be paid, subject to the maximum shown in part l) of this provision.

**(d) Identification of Deceased**

If an insured person dies while travelling alone, expenses incurred for round-trip economy transportation will be paid for an immediate family member to travel, if necessary, to identify the deceased prior to release of the body.

**(e) Meals and Accommodation**

Under the circumstances described in parts f), g), h), i), and k) of this provision, expenses incurred for meals and accommodation will be paid, subject to a combined maximum of \$2,000 (Canadian) per medical emergency.

**NON-MEDICAL ASSISTANCE****(a) Return of Deceased to Province of Residence**

In the event of the death of an insured person, the necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. Expenses incurred for the preparation and transportation of the body will be paid, up to a maximum of \$5,000 (Canadian). Expenses related to the burial, such as a casket or an urn will not be paid.

**(b) Lost Document and Ticket Replacement**

Assistance in contacting the local authorities is provided, to help an insured person in replacing lost or stolen passports, visas, tickets or other travel documents.

**(c) Legal Referral**

Referral to a local legal advisor, and if necessary, arrangement for cash advances from the insured person's credit cards, family or friends, is provided.

**(d) Interpretation Service**

Telephone interpretation service in most major languages is provided.

**(e) Message Service**

Telephone message service is provided for messages to or from family, friends or business employees. Messages will be held for up to 15 days.

**(f) Pre-trip Assistance Service**

Up-to-date information is provided on passport and visa, vaccination and inoculation requirements for the country where the insured person plans to travel.

**HEALTH ADVICE AND ASSISTANCE:**

The following services are available for an insured person when required as a result of an illness or injury:

**(a) After Hours Access to a Registered Nurse**

Toll free telephone access to a registered nurse is available seven days a week, during the hours that a family Physician is not readily accessible.

**(b) Medical Advice**

Medical advice will be provided on:

- whether the illness or injury can be safely treated at home or will require a visit to a Physician or hospital emergency room;
- the type of side effect to expect from a prescribed Drug; and
- Other health related services that may be requested or required by the insured person.

**(c) Link to 911**

If necessary, an insured person will be immediately linked to their local 911 emergency service for medical assistance.

**(d) Follow-Up Call**

Where appropriate, to monitor the care of the insured person, the registered nurse will follow-up with the insured person within 24 hours after the medical advice is provided.

**HOW TO MAKE A CLAIM**

The Health Care Plans are administered through Manulife. All medical expense claims are processed through Manulife except drug claims, which are processed through your Benefits Card (Pay Direct Drug Card – PDD). If you lose your card, you can go to the Manulife website at [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits) and register in the Plan Member Secure Site to print a temporary card or order a permanent replacement card.

**MEDICAL EXPENSES**

For Health Care claims, obtain a Manulife Health Claim form by logging on to the Manulife website at [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits) and sign onto the Manulife Plan Member Secure Site or access their link through the **My.HBC portal** <http://my.hbc.com>. Once in your file, you will be able to print a form. You will need to type in the required information pertaining to your claim, print and send to the Manulife payment office at the address shown on the form, along with your receipts as soon as possible but no later than 12 months after you incur the expense.

**CLAIMS FOR PRESCRIPTION DRUGS**

For drug claims present your Benefits Card (Pay Direct Drug Card – PDD) when purchasing drugs at any participating pharmacy. If you purchase your prescription at a non-participating pharmacy or without using your Benefits Card (Pay Direct Drug Card – PDD); obtain a Healthcare Expense Claim form from the Manulife website [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits) or access their link through the **My.HBC portal** <http://my.hbc.com>. Complete this form ensuring you include all required information. Attach your receipts and forward it to the Manulife claims office address shown on the form as soon as possible but no later than 12 months after you incur the expense.

**QUESTIONS:**

For questions about your health or drug coverage – or questions about outstanding claims – you may contact Manulife Customer Service by calling the HBC Associate Benefits Information Line at 1-866-844-1415 or log on to the **My.HBC portal <http://my.hbc.com>** to link to the Manulife website **[www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits)** and register in the Manulife Plan Member Secure Site to view your personal information.

***Quebec***

Quebec legislation Bill 130 implements various provisions of pharmaceutical services in the province of Quebec. Employees must enroll in their employer's private health plan unless they are able to provide evidence to their employer that they have alternate coverage which is equivalent to the basic plan coverage under the Public Prescription Drug Insurance Plan. Participation in a drug plan is compulsory for residents of Quebec. If not covered elsewhere, Full-time and Regular Part-time Associates who are residents of Quebec must enroll in the HBC Health Plan after 3 months of continuous service. Associates must provide evidence that they have alternate drug coverage elsewhere by submitting one of the following documents to their Human Resources Representative:

- A photocopy of your group insurance card;
- A form filled out by your spouse's employer or an official letter from that employer on the company's or organization's letterhead;
- A letter from a professional association to which you belong.

If the above is not received by the Associate's three month continuous service date, they will be automatically enrolled in the HBC Health Plan with Single coverage. Should Associates wish to enroll in Family coverage they must make arrangements through their Human Resources Representative. Once enrolled, benefit premiums will be deducted each pay period.

Associates who are age 65 or over in Quebec are automatically being enrolled in the public plan with the RAMQ provincial plan. HBC has been advised by the RAMQ that persons in Quebec are being notified of this six months prior to age 65.

Please visit the Régie de l'assurance maladie du Québec web site for more information:  
 English: <http://www.ramq.gouv.qc.ca/en/citizens/prescription-drug-insurance/check-your-situation/65-over/Pages/q-private-plan.aspx>  
 French: <http://www.ramq.gouv.qc.ca/fr/citoyens/assurance-medicaments/verifiez-votre-situation/65-ans-plus/Pages/q-regime-prive.aspx>

## C. DENTAL PLAN

Dental care is an important part of a healthy lifestyle and HBC offers plan choices to fit the needs of you and your family.

### **WHEN MAY I JOIN THE PLAN?**

As a Full-time Associate, you are eligible to join the Dental Plan on the first day of the month after completion of 3 months of service from your Continuous Service Date. As a Supervisor or Manager, you are eligible to join the Plan on the first day of the month following your date of hire. If you are an Associate promoted from Auxiliary to Full-time with Recognition of Service, you are eligible to join the Plan the 1<sup>st</sup> of the month following your status change.

If you fail to enroll by the eligibility date, as defined in this booklet, all optional benefits will be waived and you will have to wait until the next Annual Enrollment Period to make any changes.

### **WHEN DOES COVERAGE BEGIN?**

When you join the Plan your coverage begins on the first day of the month coinciding with or following your date of enrollment.

### **WHO CAN BE COVERED UNDER THE PLAN?**

You may choose from single coverage for yourself, two-party coverage for you and one dependent, or family coverage, for more than two dependents. You may enroll your dependent children up to age 21, or up to age 26 if they are Full-time students.

### **SUMMARY OF COVERAGE CHOICES**

	<b>Basic</b>	<b>Enhanced</b>	<b>Deluxe</b>
<b>Single</b>	✓	✓	✓
<b>Two Party</b>	✓	✓	✓
<b>Family</b>	✓	✓	✓

### **WHAT WILL MY COVERAGE COST?**

Your premium will vary depending on your employment category and the coverage you choose. Once you enroll in the Plan your premium will be deducted on every pay statement. Premium amounts for each plan are available on the **My.HBC portal <http://my.hbc.com>**. Manitoba, Ontario, and Quebec residents: Please note that premiums are subject to provincial sales tax.

### **HOW DO I ENROLL?**

Your Human Resources Representative will notify you when you are first eligible to enroll. You will need to complete an enrollment form for yourself, and if selected, for your dependents and return to your Human Resources Representative no later than one week before the eligibility date. When enrolling a spouse or children as dependents you must provide their full name, gender, date of birth and relationship to you.

### **HOW LONG WILL MY COVERAGE CONTINUE?**

Your coverage will continue as long as you remain in the Plan. Coverage will terminate on the last day of the current pay period in which you:

- discontinue coverage;
- change employment category, such as Full-Time to Auxiliary;
- cease to be actively at work past 245 days unless otherwise required by a statutory and/or Company-approved leave;

- leave the Company;
- retire; or
- reach age 75.

Dependent coverage ends when your coverage terminates or when they no longer qualify as dependents, whichever comes earlier. If coverage is discontinued, it will terminate on the last day of the pay period in which coverage is cancelled. Coverage for your dependent children ends when you discontinue coverage or when they reach age 21, or 26 if Full-time students or when the plan member listed above no longer qualifies for coverage.

### **CAN I CHANGE MY COVERAGE AFTER I JOIN?**

You will be able to make changes to your coverage for your current Plan during the Annual Enrollment Period, unless there is a change in circumstance as described below.

### **WHAT IF MY CIRCUMSTANCES CHANGE?**

You are eligible to adjust your coverage at any time within 31 days following a change in your circumstances. This includes changes such as:

- Change in marital status.
- Birth/adoption of a child.
- Death of a spouse.
- A change in your spouse's benefit coverage.
- A dependent no longer qualifies for coverage.
- A change in your employment category, or a promotion from Full-time to a supervisory position, or from a supervisory position to a managerial position.

### **WHAT YOUR DENTAL PLAN COVERS?**

The Plan covers reasonable and customary charges for dental care to the extent that they do not exceed the dental fee guide in effect in your province of residence on the date the treatment is rendered. Fees are reimbursed at the coinsurance level outlined in the table below. There are no annual deductibles.

All dental plans cover basic expenses such as exams, cleanings, fillings and x-rays and there is no annual maximum for these services. The Enhanced and Deluxe Plans cover major dental expenses such as crowns and onlays up to the yearly maximum. A summary of covered expenses under each Plan is outlined below.

### **DENTAL COVERAGE SUMMARY**

	<b>Basic</b>	<b>Enhanced</b>	<b>Deluxe</b>
<b>Basic</b> (minor restorative, endodontics, periodontics and preventive)	80% co-insurance.  Unlimited.	80% coinsurance.  Unlimited.	90% coinsurance.  Unlimited
<b>Major</b> (crowns, onlays, dentures and bridges)	Not covered.	50% coinsurance \$1,000 each benefit year.	60% coinsurance \$1,250 each benefit year.
<b>Orthodontics</b>	Not covered.	Not covered.	50% coinsurance \$1,500 per lifetime (for children 6 years or age up to 21, or 26 if Full-time students).
<b>Accidental Dental Injury</b>	80% coinsurance Unlimited.	80% coinsurance Unlimited.	90% coinsurance Unlimited.
<b>Recall Exam Frequency</b>	9 months.	6 months.	6 months.
<b>Coordination of benefits</b>	Yes		

**TREATMENT PLAN**

Before incurring any dental expenses over \$500, or beginning any orthodontic treatment, your dentist/orthodontist should complete a treatment plan and submit it to Manulife.

Manulife will calculate the benefits payable for the proposed treatment, so you will know in advance the approximate portion of the cost you will have to pay.

**BASIC DENTAL COVERAGE**

The following expenses will be covered:

**DIAGNOSTIC SERVICES INCLUDING:**

	<b>Basic</b>	<b>Enhanced/Deluxe</b>
<b>Complete oral examinations</b>	Once every 2 calendar years	
<b>Limited oral examinations *</b>	Once every 9 months, except that only one limited examination is covered in any 12-month period that a complete oral examination is also performed.	Once every 6 months, except that only one limited examination is covered in any 12-month period that a complete oral examination is also performed.
<b>Periodontal examinations*</b>	Once every 9 months.	Once every 6 months.
<b>Complete series of x-rays</b>	Once every 36 months	
<b>Intra-Oral x-rays**</b>	covered	
<b>Panoramic x-rays**</b>	Once every 3 calendar years	

\* Recall examination consists of limited oral exams and limited periodontal examinations as outlined above.

\*\* Services provided in the same 12 months as a complete series are not covered.

**PREVENTIVE SERVICES INCLUDING:**

- Polishing and topical application of fluoride:
  - Once every nine months (Basic Plan).
  - Once every six months (Enhanced and Deluxe Plans).
- Scaling, limited to a maximum combined with periodontal root planing of 6 time units every 12 months. A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval.
- Oral hygiene instruction once initial plus one recall.
- Pit and fissure sealants on bicuspid and permanent molars every 60 months.
- Space maintainers including appliances for the control of harmful habits.
- Finishing restorations.
- Interproximal diskings.
- Recontouring of teeth.

**MINOR RESTORATIVE SERVICES INCLUDING:**

- Caries, trauma, and pain control.
- Amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least 1 year old or the existing filling was not covered under this plan.
- Retentive pins and prefabricated posts for fillings.
- Prefabricated crowns for primary teeth.
- Bitewing x-rays and routine diagnostic and lab procedures
- Provisional Splinting

**ENDODONTICS**

- Root canal therapy for permanent teeth will be limited to one course of treatment per tooth. Repeat treatment is covered only if the original treatment fails after the first 12 months.

**PERIODONTAL SERVICES INCLUDING:**

- Root planing, limited to a maximum combined with preventive scaling of 6 time units every 12 months.
- Occlusal adjustment and equilibration, limited to a combined maximum of 4 time units every 12 months.

**DENTURE MAINTENANCE**

After the 3-month post-insertion care period, including:

- Denture relines
- Denture rebases
- Resilient liner

**ORAL SURGERY**

- Extractions, impacted wisdom teeth and excision of tumours and cysts.
- Treatment of jaw fractures and other surgical procedures.

**ADJUNCTIVE SERVICES**

- Injections and anesthesia.

**MAJOR DENTAL COVERAGE****1. CROWNS AND ONLAYS**

- Coverage for crowns on molars is limited to the cost of metal crowns. Coverage for complicated crowns is limited to the cost of standard crowns.
- Coverage for tooth-coloured onlays on molars is limited to the cost of metal onlays.
- Coverage for replacement crowns and onlays are covered when the existing restoration is at least 60 months old and cannot be made serviceable.
  - inlays (covering at least 3 surfaces, provided the tooth cusp is missing)
  - initial provision of fixed bridgework
  - the existing appliance is temporary and within 12 months of its installation it is replaced by a permanent bridge. The total amount payable for both the temporary and permanent bridge is the amount which would have been allowed for a permanent bridge.

**(a) Open Space Limitation**

No benefit will be payable if dentures are required solely to replace a natural tooth which was missing prior to the date the person became covered for this Covered Expense under this Plan.

**(b) Work in Progress when Coverage under this Plan ends**

If a person's plan benefit coverage terminates under this Plan for reasons other than termination of this Plan or this Dental Care Benefit, and an impression for a denture had been taken prior to the termination, the Employer will pay for expenses related to the installation of the denture provided the expense is incurred within 31 days after the plan benefits terminate.

## 2. DENTURES

- Standard complete dentures, standard cast or acrylic partial dentures or complete overdentures or bridgework when required to replace one or more teeth extracted while the person is covered.
- Overdentures and bridgework are covered only when standard complete or partial dentures are not viable treatment options.
- Coverage for tooth-coloured retainers and pontics on molars is limited to the cost of metal retainers and pontics.
- Replacement appliances are covered only when:
  - The existing appliance is a covered temporary appliance.
  - The existing appliance is at least 5 years old and cannot be made serviceable. If the existing appliance is less than 5 years old; a replacement will still be covered if the existing appliance becomes unserviceable while the person is covered and as a result of the placement of an initial opposing appliance or the extraction of additional teeth.
  - If additional teeth are extracted but the existing appliance can be made serviceable, coverage is limited to the replacement of the additional teeth.
- Denture-related surgical services for remodeling and recontouring oral tissues.
- Denture and bridgework maintenance following the 3-month post-insertion period including:
  - Denture remakes, once every 36 months.
  - Denture adjustments, once every 12 months.
  - Denture repairs and additions, tissue conditioning and resetting of denture teeth.
  - Repairs to covered bridgework.
  - Removal and recementation of bridgework.

## 3. ORTHODONTIC COVERAGE

Orthodontics are covered only for dependent children age six up to 21, or age 26 if Full-time students. The coinsurance level is 50% with a maximum lifetime amount of \$1,500 per child (Deluxe Plan only). Associates and spouses are not eligible for this coverage.

## 4. ACCIDENTAL DENTAL INJURY COVERAGE

Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition.

A sound tooth is any tooth that did not require restorative treatment immediately before the accident. A natural tooth is any tooth that has not been artificially replaced.

### **WHAT YOUR DENTAL PLAN DOES NOT COVER**

#### **(a) Alternate Treatment**

Where any two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, your employer will pay benefits as if the least expensive course of treatment were used. Your administrator will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

- self-inflicted injuries or illnesses, whether the person is sane or insane
- the committing of or the attempt to commit an assault or criminal offence;
- injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the covered person's blood contained more than 80 milligrams of alcohol per 100 millilitres of blood at the time of injury;
- charges for broken appointments, third party examinations, travel to and from appointments, or completion of claim forms;

- charges for services or supplies:
  - which are received from a medical or dental department maintained by an employer, association or trade union; or
  - which are performed or provided by the covered person, an Immediate Family Member or a person who lives with the covered person;
  - anti-snoring or sleep apnea devices;
  - treatment which is not generally recognized by the dental profession as an effective, appropriate and essential form of treatment for the dental condition;
  - the replacement of removable appliances which are lost, mislaid or stolen; or
  - laboratory fees which exceed Reasonable and Customary charges, as determined by the Employer or the Administrator.

**(b) No benefits are paid for:**

Duplicate x-rays, custom fluoride appliances, audio-visual oral hygiene instruction and nutritional counselling.

- The following endodontic services - root canal therapy for primary teeth, isolation of teeth, enlargement of pulp chambers and endosseous intra coronal implants.
- The following oral surgery services - implantology, surgical movement of teeth, services performed to remodel or recontour oral tissues (other than minor alveoplasty, gingivoplasty and stomatoplasty) and alveoplasty or gingivoplasty performed in conjunction with extractions. Services for remodeling and recontouring oral tissues will be covered under Major Coverage.
- Hypnosis or acupuncture.
- Veneers, recontouring existing crowns, and staining porcelain.
- Crowns or onlays if the tooth could have been restored using other procedures.
  - If crowns, onlays or inlays are provided, benefits will be based on coverage for fillings.
- The following periodontal services - desensitization, topical application of antimicrobial agents, subgingival periodontal irrigation, charges for post-surgical treatment and periodontal re-evaluations.
- Overdentures or initial bridgework if provided when standard complete or partial dentures would have been a viable treatment option.
  - If overdentures are provided, coverage will be limited to standard complete dentures.
  - If initial bridgework is provided, coverage will be limited to a standard cast partial denture and restoration of abutment teeth when required for purposes other than bridgework.
  - If additional bridgework is performed in the same arch within 60 months, coverage will be limited to the addition of teeth to a denture and restoration of abutment teeth when required for purposes other than bridgework.
  - Benefits will be limited to standard dentures or bridgework when equilibrated and gnathological dentures, dentures with stress breaker, precision and semi-precision attachments, dentures with swing lock connectors, partial overdentures and dentures and bridgework related to implants are provided.
- Expenses covered under another group plan's extension of benefits provision.
- Accidental dental injury expenses for treatment performed more than 12 months after the accident. No benefits are paid for denture repair, or replacement or any orthodontic services required as a result of an accidental dental injury.
- Expenses private plans are not permitted to cover by law.
- Services and supplies the person is entitled to without charge by law or for which a charge is made only because you have insurance coverage.
- Services or supplies that do not represent reasonable treatment.
- Treatment performed for cosmetic purposes only.
- Congenital defects or developmental malformations in people 19 years of age or over, except orthodontics which provides coverage up to 21, or 26 for Full-time students.
- Temporomandibular joint disorders, vertical dimension correction or myofascial pain.
- Expenses arising from war, insurrection, or voluntary participation in a riot.

**HOW TO MAKE A CLAIM**

Obtain a Dental Claim Form by logging on the Manulife website [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits) or access through the **My.HBC portal** <http://my.hbc.com> and register in the Manulife Plan Member Secure Site. Once in your file, you will be able to print a form. If your dentist does not file claims electronically, have your dentist complete the form. Forward it to the Manulife address shown on the form as soon as possible, but no later than 12 months after the dental treatment. The site also provides your claims history since October 1, 2011, online e-claims filing option, direct deposit sign-up option for claim payments to your bank account, and claims inquiries and coverage information. The Dental Plan number is 83432.

**QUESTIONS**

For questions about your dental coverage – or questions about outstanding claims – you may contact Manulife Customer Service by calling the HBC Associate Benefits Information Line at 1-866-844-1415 or log on to the **My.HBC portal** <http://my.hbc.com> to link to the Manulife website [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits) and register in the Manulife Plan Member Secure Site to view details on your claims history and information.

## D. ABSENCES FROM WORK

### ***Educational Leave***

If you are a Full-time Associate and have four or more years of continuous service you may be eligible for a one time only unpaid educational leave of absence. This can be taken for a period of up to one year while continuing to accumulate seniority. Leaves of this nature may be granted provided they do not inconvenience the operation of the business and are subject to management pre-approval. Requests for an educational leave will only be considered if you are attending an accredited educational institution. For more information, please speak to your Human Resources Representative.

### ***Maintaining Benefits While On a Leave without Pay***

If you are on a leave of absence (LOA) from work, you will continue to accumulate service and Company-paid benefits will continue with the exception of Life Insurance and AD&D coverage, which will be discontinued when you cease to be actively at work past 245, unless otherwise required by applicable employment standards legislation.

You may also continue coverage of your optional benefits (Health and Dental) while on an LOA through Pre-Authorized Payments (direct debit) from your personal Financial Institution banking account by completing the Optional Benefits Continuance/Waiver & Pre-Authorized Payment Form and submitting it to your Human Resources Representative. Benefit premium amounts are located on the **My.HBC portal <http://my.hbc.com>**. Contact your Human Resources Representative prior to going on an unpaid LOA to complete the appropriate forms and discuss any questions regarding continuance of your benefits while you are on leave. If payment is not received for benefits within 10 days of last day paid and claims are submitted and you have been reimbursed for these claims, you will be required to repay HBC. If no arrangement has been made within the 10 days mentioned above, all optional benefits will be waived. In these situations, you may not re-enroll in the waived optional benefits until the 1<sup>st</sup> pay period following your return to regular hours and work duties, and must submit a benefit change request to your HR to re-enroll in same benefits within 31 days of your return.

The company reserves the right to terminate benefits for associates that are on an **unapproved** leave.

In addition, while on a LOA, we would only approve travel outside of the country while in receipt of benefits, to obtain medical services not offered in Canada or approved by the Provincial Health regulatory body.

NOTE: Associates who are on a LOA from work at their eligibility date may not enroll in benefits until the first of the month following their return to work from leave.

## E. SHORT TERM APPROVED ABSENCE (STA) BENEFITS

The Short Term Approved Absence (STA) Plan provides income protection when you must be absent from work because of personal illness/emergency, and/or serious immediate family illness/emergency.

HBC has programs in place to support you during periods of absence from work. In addition, HBC has partnered with a third party adjudicator to assist Associates with the absence management and return to work processes. Please see your Human Resources Representative for more information.

### **ASSOCIATES:**

Full-time and Regular Part-time Associate are eligible, for benefits under the Short Term Approved Absence Plan, upon approval. After six months of continuous service, calculated from your Continuous Service Date, you will be granted 5 STA days and 10 STA days after 12 months. Under the Plan, the first day sick of each occasion is unpaid, if you have less than three years of continuous service.

Each year on the "anniversary date" of the continuous service, you will be eligible for 10 STA days at full pay for the following year. Please note that the Associate must be back at work after an STA in order to qualify for the next year's STA days. STA days cannot be accumulated and carried over into the following year.

The 10 STA days can be taken, when approved by your Supervisor and/or Manager, in days or in hours when necessary. For example, if you qualify for STA and must leave work during your usual or scheduled shift, then the number of hours missed may be deducted from your STA coverage.

### **UNDER THE PLAN STA DAYS MAY BE USED AS FOLLOWS BY ASSOCIATES**

	<b><u>Less than 3 years' service</u></b>	<b><u>3 years' service or more</u></b>
First STA day each occasion	First STA day taken unpaid (each occasion).	First STA day paid
STA days may be used for	Personal illness/emergency and/or serious immediate family illness/emergency.	Personal illness/emergency and/or serious immediate family illness/emergency.  Up to two hours for professional appointments.
Up to one day is allowed for:		Moving of personal household effects. Wedding (own or immediate family).

If you are ill or disabled for a period greater than 10 days, you may apply for Employment Insurance (E.I.) sickness benefits. Your Human Resources Representative can assist you with your application.

**SUPERVISORS:**

Associates in Supervisor positions are eligible to receive a maximum of 10 Short Term Absence days at full pay, under the Short Term Approved Absence Plan, effective from the first day of the month following their date of hire or appointment. For any disability greater than 10 days you may apply for Employment Insurance sickness benefits and HBC will top-up EI payments to 95% for up to 6 weeks of continued absence. This is subject to approval from the Company's Third Party STA Provider and Employment Insurance.

**MANAGERS:**

As a Manager, you are eligible for a maximum of 17 weeks at full pay for personal illness under the Short Term Approved Absence Plan effective from the first day of the month following your date of hire or appointment to the position. These (17) weeks of STA illness include the 10 STA days described below. If your claim is not approved, you will be required to repay HBC within a reasonable time period.

**STA DAYS MAY BE USED BY ASSOCIATES/SALES MANAGER'S and SUPERVISORY OR MANAGERIAL STAFF AS FOLLOWS:**

	<b>Up to 10 days</b>	<b>After 10 days</b>
STA days may be used for	Personal illness/emergency and/or serious immediate family illness/emergency.  Up to two hours for professional appointments.	Personal Illness only.
Up to one day is allowed for:	Moving of personal household effects. Wedding (own or immediate family).	

This chart outlines your STA benefits up to the time you become eligible for Long Term Disability benefits.

**SUMMARY OF STA BENEFITS**

	<b>Associates</b>	<b>Sales Manager/ Supervisor</b>	<b>Manager Positions</b>
Full Pay	2 weeks	2 weeks	17 weeks
Employment Insurance (E.I.)*	15 weeks	15 weeks	None
LTD begins at:	17 weeks	17 weeks	17 weeks

\*Maximum E.I. Benefit available is 55% of weekly pay, to a maximum dollar amount, which is set annually by Human Resources Development Skills Canada (HRSDC). The two-week E.I. benefit-waiting period may be waived by Services Canada in certain cases. Please inquire with Service Canada E.I. by visiting their website at [www.servicecanada.gc.ca](http://www.servicecanada.gc.ca) or by calling their toll free line 1-800-206-7218.

## F. LONG TERM DISABILITY (LTD) PLANS

### ***New Ltd Plan (Effective May 1, 2009)***

This plan is mandatory for Full-time Associates only. Any Associate/Supervisor/Sales Manager/Executive hired or promoted on/or after May 1, 2009 is covered under the New LTD Plan. It insures you against loss of income should your disability extend beyond the 17 weeks provided through STA and E.I. benefits, if applicable.

The Long Term Disability Plan is administered through Manulife. If approved by Manulife, the benefit provided will be 50% (Basic Plan) or 60% (Enhanced Plan) of your previous years earnings based on basic hours worked. This may be offset by any primary government disability payments received. Primary income from all sources may not exceed 85% of your pre-disability previous years earnings based on hours worked.

Benefits will not be payable for any disability which commenced within 12 months prior to an Associate being covered, if the disability is related to a condition for which the Associate, within 3 months prior to becoming covered, was treated or tested, was prescribed medication, or attended or consulted a physician.

### **WHEN MAY I JOIN THE LTD PLAN?**

If you are hired as/or promoted to a Full-time position on or after May 1, 2009, you are required to enroll in the mandatory Associate-paid Long Term Disability plan for coverage at either the Basic 50% level or at the Enhanced 60% level, as of the first day of the month following your eligibility date. If a choice of coverage is not made by the eligibility date, you will be automatically enrolled in the Basic 50% coverage.

### **HOW DO I ENROLL?**

Associates with 12 months continuous service will be advised by their Human Resources Representative when they are first eligible to enroll. Associates promoted from Auxiliary to Full-time with Recognition of Service, and executives become eligible effective the 1<sup>st</sup> of the month following their status change. Enrollment is **mandatory** and you must complete an enrollment form and submit to your Human Resources Representative. If your enrollment form is not received by your eligibility date, you will be automatically enrolled in the Basic 50% LTD Plan. Premiums are Associate paid; your Human Resources Representative will assist you in determining your benefit premium. ***You must satisfy the qualifying period in order to be eligible to receive disability benefits.***

Associates who enroll into the Basic 50% LTD plan and wish to upgrade to the Enhanced 60% LTD plan, must wait till the Annual Enrollment Period, must complete an Evidence of Insurability (EOI) form and receive an approval from Manulife prior to enrollment into the Enhanced 60% LTD plan. Associates enrolled in the Enhanced 60% LTD plan, may choose to enroll into the Basic 50% LTD plan during the Annual Enrollment Period.

### **HOW LONG WILL MY COVERAGE CONTINUE?**

Your coverage will remain as long as the Plan continues, or until you leave the Company, or turn 65. For those in receipt of LTD benefits, coverage will continue as long as Manulife approves your claim to a maximum benefit age of 65.

### **HOW DO I APPLY FOR LTD BENEFITS?**

If your disability continues beyond the period you are covered for Short Term Approved Absence benefits you may be eligible for benefits under the LTD Plan. You must complete an application form in order to be considered for this benefit. Canadian Benefit Management Limited (CBML) will provide you with the required documentation.

### **HOW LONG DO LTD BENEFITS CONTINUE?**

Once you are accepted for Long Term Disability your LTD income benefits continue during the first 24 months of disability, as long as you are unable to perform your usual work duties. You are not considered disabled if you can perform a combination of duties that regularly took at least 60% of your time to complete.

For income benefits to continue beyond 24 months you must be unable to perform the duties of any occupation. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and provides you with an income of at least 60% of your previous year's earnings based on basic hours worked before you became disabled. If the disability becomes permanent, payment may continue until age 65.

### **ARE MY LTD BENEFITS AFFECTED BY OTHER INCOME DURING MY DISABILITY?**

Your LTD benefit is reduced by other income you are entitled to receive while you are disabled. Your benefit is first reduced by:

- Disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan, except for increases that take effect after the benefit period starts.
- Benefits under any Workers' Compensation Act or similar law.

There is a further reduction of your Basic LTD benefit if the total of the income listed below exceeds 85% of your monthly earnings before you became disabled. If it does, your benefit is reduced by the excess amount.

- Your income under this plan.
- Benefits another member of your family is entitled to on the basis of your disability under the Canada or Quebec Pension Plan that is paid directly to you, except for increases that take effect after the benefit period starts.
- Loss of income benefits available through legislation, except for Employment Insurance benefits, which you and any other member of your family are entitled to on the basis of your disability, including automobile insurance benefits where permitted by law.
- Disability benefits under a plan of insurance available through membership in an association.
- Employment income, disability benefits, or retirement benefits related to any employment except an approved rehabilitation plan or program (termination pay and severance benefits are included as employment income under this provision).
- A plan in another country for which there is a reciprocal agreement with Canada or Quebec pension plan
- Termination Pay

Earnings received from an approved rehabilitation plan or program are not used to reduce your LTD benefit unless those earnings, together with your income from this plan and the other income listed above, would exceed your previous year's earnings based on hours worked before you became disabled. Such earnings include any increases in Canada or Quebec Pension Plan benefits that take effect after the benefit period starts. If they do, your benefit is reduced by the excess amount.

## **VOCATIONAL REHABILITATION BENEFITS**

Vocational rehabilitation involves a work-related activity or training strategy that is designed to help you return to gainful employment and a more productive lifestyle. A plan or program will be approved if it is appropriate for the expected duration of disability and it facilitates a safe and early return to work.

### **LIMITATIONS**

No benefits are paid for:

- Pre-existing Conditions Provision: Disability arising from a disease or injury for which you received medical care before your coverage started. This limitation does not apply if your disability starts after you have been continuously covered for one year, or you have not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date your coverage took effect.
- Any period in which you do not participate or cooperate in a prescribed plan of medical treatment appropriate for your condition. Depending on the severity of the condition, you may be required to be under the care of a specialist. If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program.
- The scheduled duration of a lay off or leave of absence. This does not apply to any portion of a period of maternity leave during which you are disabled due to pregnancy.
- Any period after you fail to participate or cooperate in an approved rehabilitation plan or program.
- Any 12-month period in which you do not live in Canada for at least 6 months.
- Any period of confinement in a prison or similar institution.
- Disability arising from war, insurrection, or voluntary participation in a riot.
- Receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- Working in any occupation, except as provided for under the Rehabilitation Assistance provision
- Self-inflicted injuries or illnesses, whether the Employee is sane or insane
- Medical or surgical care which is not Medically Necessary
- Not receiving from a Physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial

### **DEFINITION OF TOTAL DISABILITY**

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period
- Any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or license to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or license has been withdrawn or not renewed.

#### **(a) Benefit Calculation Rules**

The Employer or the Administrator will apply the following rules in determining the Employee's Disability Benefit:

- benefits from other sources which began before the commencement of the Employee's current Disability will not be taken into account;
- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by the Employer;

- subsequent changes in benefits from other sources, other than cost of living increases, will be taken into consideration and a new benefit amount may be established;
- benefits payable under individual disability income insurance will not be taken into account;
- for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by the Employer or the Administrator; and
- if an Employee does not apply for a benefit for which he is eligible, the amount of such benefit will be estimated by the Employer or the Administrator and assumed to be paid.

**(b) Subrogation**

Conditional monthly payments shall be made to an Employee with a potential loss of income claim against a third party who caused or contributed to the Disability. Any such payments are subject to the Employer's subrogation right to reimbursement when the Employee is indemnified through a judgement or settlement.

**RECURRENT DISABILITY**

Where an Employee becomes Totally Disabled again from the same or related causes as those for which Long Term Disability benefits have been paid under this Policy and such Disability recurs within:

- 6 months from the end of the period for which benefits were paid under this Policy; or
- 24 months from the end of the period for which benefits were paid under this Policy if the Employee is enrolled in a rehabilitation program;

Manulife Financial will waive the Qualifying Period.

All such recurrences will be considered a continuation of the same Disability. The benefit payable will be based on the Employee's Earnings as at the original date of Disability. Benefits for all recurrences will not be paid for a combined period longer than the Maximum Benefit Period shown in the Benefit Schedule.

If the same Disability recurs more than:

- 6 months after the end of the period for which benefits were paid; or
- 24 months after the end of the period for which benefits were paid if the Employee is enrolled in a rehabilitation program;

such Disability will be considered a separate Disability.

Two Disabilities which are due to unrelated causes are considered separate Disabilities if they are separated by a return to work of at least one day.

**WILL MY COMPANY BENEFITS CONTINUE WHILE I AM ON LONG TERM DISABILITY?**

Your Company-paid benefits will continue during the period of your disability. You may also choose to continue your optional benefits through Pre-Authorized Payments (direct debit) from your personal Financial Institution banking account. Benefit premium amounts are located on the **My.HBC portal <http://my.hbc.com>** In addition; the Company will pay both the Company and Associate portion of your pension contributions for the period you are on approved LTD.

If you have been approved for LTD benefits, you may be entitled to have your own, your spouse's and/or your children's optional life and/or AD&D insurance continued without premium payment for the period of your disability or until you reach age 65. Manulife will determine your eligibility for this benefit.

Please note that you will NOT be covered for any benefits, including LTD, if the required premiums are not paid for while you are on a Leave of Absence, up to the end of the pay period in which your leave is reported. You may NOT re-enroll into these declined benefits until you return to work.

LTD is income replacement, therefore in the event your employment ends, any payments received by the Company will be an offset on any LTD benefits.

**LONG TERM DISABILITY SUMMARY**

	Associates/Supervisors/Sales Manager /Managers/Executives
<b>Amount of Benefit</b>	50%/60% of previous year's earnings based on Basic hours worked to a maximum of \$10,000 per month (if enrolled in the grandfathered LTD Plan) or \$15, 000 (if enrolled in the mandatory LTD Plan).
<b>Offset</b>	Primary C/QPP
<b>Definition of Disability</b>	2 years own occupation
<b>Benefit Ends at</b>	Age 65 less qualifying period or retirement, whichever is earlier

***Grandfathered Ltd/Optional 10% Ltd (Before May 1, 2009)***

All Associate hired or promoted to Full-time prior to May 1, 2009 is covered under the Grandfathered LTD/Optional 10% LTD Plan.

Full-time Associates are covered under the Basic employer-paid Long Term Disability (LTD) plan at 50% of their Annual Equivalent for their period of disability when approved by Manulife. Associates may have enrolled in the Associate paid Optional 10% LTD benefit which provides an additional 10% of their Annual Equivalent for their period of disability when approved by Manulife. If not enrolled in this plan, Evidence of Insurability must be submitted to Manulife during Annual Enrollment Period to apply for coverage, subject to approval.

Maximum to \$2,000 per month

**G. OTHER BENEFITS*****Educational Reimbursement Program***

HBC supports on-going learning and development for all Full-time Associates to ensure the Company retains specialized knowledge and skills to meet the goals of the business.

**WHAT TYPE OF COURSES QUALIFY FOR REIMBURSEMENT?**

To qualify, you must have one year of continuous service, and courses must serve as a means of enhancing your individual job skills and be pre-approved by your Senior Manager and Regional Human Resources Manager. It is not the intention that the Company will share costs of degree/diploma studies with Associates. Course approval is based on relationship of the content to your individual job, tuition cost, length of service and quality of performance.

**HOW MUCH CAN I BE REIMBURSED?**

HBC will reimburse you for 50% of tuition costs for approved job-related night school courses. Certain specialized courses are eligible for 100% reimbursement of tuition costs. These include:

- Language (maximum \$200).

- C.M.A. (Certified Management Accountant).
- Human Resources/Industrial Relations certificate courses.
- Certified First Aid programs.

### **WHEN WILL I BE REIMBURSED?**

You must provide receipt of evidence that you have attended and successfully completed the course of study and submit an official receipt of payment issued by the educational institution. In addition, you must be an active Associate during the period of the course and be actively employed with the company at the time of refund.

## **H. CONVERSION OPTIONS - LEAVING THE COMPANY**

When leaving or retiring from the Company, or changing employment category from Full-time to Auxiliary, Associates have the option to convert their optional benefit coverage to an individual policy with Manulife (Health, Dental, Life Insurance and Accidental Death & Dismemberment plans). All applications for conversion must be made within 31 days of termination by phoning the HBC Associate Benefits Information Line at 1-866-844-1415 and connecting to Manulife to request conversion of benefits. Manulife will provide the Associate with options and premium amounts and will make arrangement for individual policy coverage.

### **HEALTH/DENTAL**

Private coverage is available at individual rates through Manulife. Conversion information is available upon request by calling the HBC Associate Benefits Information line at 1-866-844-1415 within 31 days and connecting to Manulife to request conversion of benefits options. The Health and Dental Plan number is 83432.

### **LIFE**

Associates have the right to convert their own or their spouse's current level of Life Insurance coverage within 31 days, up to a maximum of \$200,000 each, to an individual policy without Evidence of Insurability. However, group rates will no longer apply. Associates must call the HBC Associate Benefits Information Line at 1-866-844-1415 within 31 days and connect to Manulife to request conversion of benefits to individual policy. The Life Plan number is 31948.

### **ACCIDENTAL DEATH & DISMEMBERMENT**

Associates may convert their own, their spouses or their child's coverage to an individual policy. Associates must call the HBC Associate Benefits Information Line at 1-866-844-1415 within 31 days and connect to Manulife to request conversion of benefits to individual policy.

Note: Conversion options are not available for the Death Benefit, Child Life or Long Term Disability plans.

## **I. PROTECTING YOUR PERSONAL INFORMATION**

Manulife recognizes and respects every individual's right to privacy. When you apply for coverage or benefits, Manulife establishes a confidential file of personal information. The information is used only to administer the group benefit plan under which you are covered. More specific details regarding how and why Manulife collects, uses, maintains, and discloses your personal information can be found in Manulife's Privacy Policy and Privacy Information Package available at [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits).

## **J. BENEFITS FUNDING**

Hudson's Bay Company funds the Health, Dental and Long Term Disability benefits. These benefits are not insured but are handled under an "Administrative Services Only" (ASO) agreement between Hudson's Bay Company and an insurer. This agreement provides that Manulife Financial, based on their expertise in this field, will administer and process the claims. They provide ASO and Hudson's Bay Company has financial responsibility for these benefits."

This booklet describes the Health, Dental, Long Term Disability, Death Benefit, Life Insurance, Accidental Death and Dismemberment and Long Term Disability Insurance Plans, as well as the Absence From Work Provisions plans available to Associates through HBC. The actual plans described here are governed by legal plan documents. If there are any discrepancies between this booklet and the legal plan document, the plan document will always govern. The Company reserves the right to change any of the plans described in this booklet at any time.

## K. DEFINITIONS

**Associate** - a person who:

- a) is directly employed by HBC on a permanent and Full-time basis
- b) resides in Canada

**Anniversary Date** - For benefit purposes, the anniversary of your Continuous Service Date.

**Annual Equivalent** - This refers to the yearly amount used to calculate your maximum allowable life insurance with or without Evidence of Insurability.

**Annual Enrollment Period (AEP)** - Is an annual opportunity for eligible associates to review, enroll in, or make changes to most of their current benefit plan coverage. The AEP will be the only time during the year to make most benefit changes. Outside of the AEP, associates can only make changes with a qualifying life event such as - loss of coverage elsewhere, newborn, marriage or etc. **Enrollments will be effective October 1st.**

**Beneficiary** - The person or persons you designate to receive the Death Benefit, Associate Life Insurance and/or Associate AD&D benefits, in the event of your death. "Estate" may also be used, however, if the benefit amount is \$25,000 or greater, additional documentation will be required in the event of a claim. (Example: If a Will exists and it is being probated, a copy of the probated Will is required. If there is no Will, or if it is not being probated, Letters of Administration are required).

Where a beneficiary is a minor or lacks legal capacity, a trustee must be appointed. Note: For residents of Quebec, a spousal designation is irrevocable unless designated as revocable.

Note that the beneficiary for Spouse and Child Life and AD&D is automatically the Associate.

Beneficiary changes can be made at any time by completing a Designation of Beneficiary form.

**Benefit Year** - The benefit year runs from October 1st to September 30th. This is the period over which deductibles in the health plan and the annual maximums in the dental plans are accumulated.

**Bi-weekly Paid Premiums** - For each one year period, premiums are deducted from your 26 bi-weekly pay periods.

**Co-Insurance** - The expenses shared between you and the Health or Dental Plan after deductibles have been met. If the Plan pays 80% of the eligible expenses, after deductibles, you are responsible for the remaining 20%. If the plan has a deductible, it must be satisfied first - before the co-insurance payments begin.

**Continuous Service Date** - The Continuous Service Date is the date you became Full-time. If you were hired as Full-time your original hire date and Continuous Service Date will be the same. The Continuous Service Date is the date from which all benefit eligibility is calculated (except for Pension). Associates become eligible for benefits on the 1st of the month after completion of their eligibility period, calculated from their Continuous Service Date.

**Co-Ordination of Benefits** - If you or a dependent are entitled to benefits for the same expenses under another group plan, benefits will be coordinated so that the total benefits from all plans do not exceed 100% of total expenses.

You and your spouse should submit your own claims through your own group plan first. If you and your spouse have family coverage, claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered).

If you and your spouse have family coverage, you may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan.

**Deductible** - The amount you need to pay each year before the Health Care Plan begins to pay you benefits. For instances, if the plan deductible is \$200, this means that the Associate must pay the first \$200 in expenses. Subsequent expenses would be shared by the Associate and the company, according to the co-insurance level of the plan. The deductible is re-set at the start of each claim year (October 1<sup>st</sup>).

**Dependents** - can include the following:

- **Spouse** - Your legal or common-law spouse, opposite or same sex. A common-law spouse is a person who has been living with you in a conjugal relationship for at least 12 months or, if you are a Quebec resident, until the earlier birth or adoption of a child of the relationship.
- **Child** - Your unmarried children, stepchildren and legally adopted children under age 21, or under age 26 if they are Full-time students. Children under age 21 are not covered if they are working more than 30 hours a week, unless they are Full-time students. Note that children under 1 day are not covered for Child Life Insurance.
- **Disabled Child** - Your children, under the above definition, who are incapable of supporting themselves because of a physical or mental disorder. Disabled children are covered without age limit if the disorder begins before they turn 21, or while they are students under 26, and the disorder has been continuous since that time.

**Drug** - a medication that has been approved for use by the Federal Government of Canada and has a Drug Identification Number.

**Earnings** - your regular rate of pay from your employer (prior to deductions), excluding regular bonuses, regular overtime pay and regular commissions.

For Long Term Disability, if you are paid on a commission basis, Earnings means your regular rate of pay, including commissions as shown on your T4-T4A for the previous calendar year. If you have less than one year of service with your Employer, Earnings will include an average of the total commissions paid over the period of actual employment with your Employer.

Annual Equivalent Earnings will be as defined by the Employer.

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

**Evidence of Insurability** - If required - you must complete a Coverage Detail Sheet and a Medical and Lifestyle Questionnaire without the assistance of a doctor. If information is incomplete or false, any coverage granted may be void. Depending on the information provided, Manulife might require the submission of additional documentation from your attending physician, and reserves the right to decline the requested coverage.

**Experimental or Investigational** - not approved or broadly accepted and recognized by the Canadian medical profession, as an effective, appropriate and essential treatment of a sickness or injury, in accordance with Canadian medical standards.

**Full-time Student** - Your unmarried dependent children attending a recognized institution of learning, anywhere in the world. Children are not considered Full-time students if they are being paid to attend an educational institution. This applies to children under the age of 26.

**Immediate Family Member** - you, your spouse or child, your parent or your spouse's parent, your brother or sister, or your spouse's brother or sister.

**Licensed, Certified, Registered** - the status of a person who legally engages in practice by virtue of a license or certificate issued by the appropriate authority, in the place where the service is provided.

**Life-Sustaining Drugs** - drugs which are necessary for the survival of the patient.

NOTE: Associates may change coverage during the Annual Enrollment Period. Associates who waive Associate, Spouse or Child Life coverage at the time of initial eligibility, may apply during the Annual Enrollment Period subsequently, but run the risk that they may be declined since such applications must be sent to Manulife for approval along with Evidence of Insurability.

Note that at initial enrollment, all Associate Life coverage over \$50,000 and all Spouse Life coverage over \$20,000 require evidence of insurability.

**Medically Necessary** - broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or injury, in accordance with Canadian medical standards.

**Natural Health Products** - products licensed for sale in Canada by Health Canada as a Natural Health Product.

**Primary CPP/QPP** - The amount of CPP/QPP benefits that is payable to you if you qualify under the Canada/Quebec Pension plans for disability benefits. This amount is deducted from your LTD payments provided by the Company. CPP/QPP benefits paid to your dependents are not deducted from any company-provided LTD payments.

**Provincial Plan** - any plan which provides hospital, medical, or dental benefits established by the government in the province where the covered person lives.

**Qualifying Period** - a period of continuous total disability, starting with the first day of total disability, which you must complete in order to qualify for disability benefits.

**Quebec Drug Benefit Formulary (Formulary)** - a listing of all drug products which qualify for payment under the Quebec Drug Benefit Program.

The Formulary, compiled and maintained by the Quebec Ministry of Health, includes all drug products eligible for reimbursement, available strengths and dosage forms, the drug identification numbers, and the cost for each product.

**Quebec Drug Benefit List of Non-Formulary Benefits** - a listing compiled by the Quebec Ministry of Health of drug products which are eligible for reimbursement under the Quebec Drug Benefit Program when prescribed for the conditions or circumstances specified by the Quebec Ministry of Health.

**Quebec Drug Benefit Program** - a Quebec government prescription drug program which provides essential prescription drug products and non-prescription drug products to Quebec residents who meet the program's eligibility requirements, as specified by the Quebec Ministry of Health.

**Reasonable and Customary - the lowest of:**

- the prevailing amount charged for the same or comparable service or supply in the area in which the charge is incurred, as determined by Manulife Financial,
- the amount shown in the applicable professional association fee guide, or
- the maximum price established by law.

**Regular Part Time (RPT):** An associate, in a designated position, is normally expected to be available and to work a minimum of 975 hours over a one-year period (defined as Sept. 1 to August 31 of the following year). The designation of an RPT position is intended to provide consistent support for a particular business or department, where the hours for that position are expected to remain at the minimum of 975 hours for the coming year.

**Semi-Monthly Paid Premiums** - For each one year period, premiums are deducted from your 24 semi-monthly pay periods.

**Take Home Pay (Net Earnings)** - your earnings, less deductions normally made for federal and provincial income tax.

**Ward** - a hospital room with 3 or more beds which provides standard accommodation for patients

**Termination of Coverage** - Your Group Benefit coverage will terminate on the earliest of:

- the date you cease to be an eligible Associate
- for Associate Optional Life, Extended Health Care and Dental Care, the last date of the current pay period if you discontinue coverage
- the date your employer terminates coverage
- the date you enter the armed forces of any country on a Full-time basis
- the date the Group Policy or Plan Document terminates or coverage on the class to which you belong terminates
- the date you reach the Termination Age
- the date of your death

Your dependents' coverage terminates on the date your coverage terminates or the date the dependents' cease to be an eligible dependents, whichever is earlier.

## L. GENERAL INFORMATION

### ***Payroll Deductions***

Associates should check their Pay Statement on **My.HBC portal** <http://my.hbc.com> after they have enrolled in benefits, to confirm deductions.

### ***Change In Circumstance***

When Associates experience a Change in Circumstance they may adjust Health or Dental benefits (i.e. enroll or cancel) without waiting for the Annual Enrolment Period provided these changes are done within 31 days of the event. The change will become effective on the 1st of the following month. Note: Benefits can only be adjusted if the Associate is actively employed (not while on Leave of Absence or Long Term Disability).

Changes in Circumstances which would allow for benefit coverage changes i.e. "enrollment" or "cancellation" are detailed below:

**(a) To enroll in benefits as a result of:**

- Marriage/Co-habitation – enroll new dependents/spouse.
- Divorce/Separation - benefits previously provided by spouse
- Birth/Adoption – Enroll new dependent.
- Promotion – may increase benefit coverage under certain circumstances.

**(b) Loss of benefit coverage elsewhere (i.e. spouse's loss of employment or death). To cancel benefits as a result of:**

- Marriage – benefits now provided by spouse
- Divorce/Separation – cancel dependents/spouse

- Overage dependent – cancel dependent coverage (If Associate has no other eligible dependents)
- Dependent child no longer qualifies (i.e. working FT, or no longer a student, or no longer living at home, or married)
- Coverage obtained elsewhere.
- Death
- Demotion

Associates who do not request changes within 31 days of the change in circumstance must wait for the "Annual Enrollment Period" in the month of August to make changes. Changes requested during the Annual Enrollment Period will not become effective until October 1<sup>st</sup>.

Note that although increases to Life and Accidental Death & Dismemberment coverage may be requested during the Annual Enrollment Period; Life Insurance, Optional 10% Long Term Disability (for those hired prior to May 1, 2009), or mandatory LTD coverage increases to 60% (after an Associate's 'initial eligibility date'), will require Evidence of Insurability be submitted to Manulife for approval.

### ***Deaths***

Please contact your Human Resources Representative.

### ***Annual Enrollment Period***

The "Annual Enrollment Period" is held annually in the month of August. At that time, Associates who have not requested coverage changes (additions, changes or deletions) within the 31 days allowed for a "Change in Circumstance" may request changes. Such changes will be processed effective October 1st, which is the beginning of the new Benefit Year.

Requests to increase Life Insurance, Optional 10% Long Term Disability (for those hired prior to May 1, 2009), or increase mandatory LTD coverage to 60% after an Associate's 'initial eligibility date', will require Evidence of Insurability be submitted to Manulife for approval.

**We invite you to access HBC Associate services through our central web address or phone line:**

**My.HBC portal**

**<http://my.hbc.com>**

**HBC Associate Benefits Information Line**

**1-866-844-1415**

This is **Exhibit "B"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

# Hudson's Bay Company

## Pension Plan

(Amended and Restated as at January 1, 2018)

Registration No. 0291419

**CERTIFIED to be a true and complete copy  
of the text of the Hudson's Bay Company  
Pension Plan, as amended and restated at  
January 1, 2018.**

Signed:  \_\_\_\_\_

Name (Printed): Edward J Record

Title: CEO

Date: 8/22/2018

January 1, 2018

**RESOLUTION**  
**OF HUDSON'S BAY COMPANY ULC**

WHEREAS the Company maintains the Hudson's Bay Company Pension Plan (the "Plan")

AND WHEREAS pursuant to Section 16.01, the Company has reserved the right to amend the Plan.

AND WHEREAS the Charter documents of the Company permit amendments of the Plan that do not cause a material financial impact to be made by a senior representative of the Pension and Retirement Administration Department;

AND WHEREAS effective March 3, 2020 the name of the Company was changed to Hudson's Bay Company ULC.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Plan be amended by adding the following provision as s. 1.08 of Part A and renumbering the balance of Section 1 of Part A accordingly:

1.08 Effective March 3, 2020 Hudson's Bay Company changed its name to Hudson's Bay Company ULC.

2. The Plan be amended effective March 3, 2020 by replacing Section 2.12 of Part A with the following:

"Company" means Hudson's Bay Company ULC, and any associated or affiliated company authorized by the Board of Directors of Hudson's Bay Company ULC to participate in the Plan. Effective February 28, 1998, "Company" includes Kmart Canada Co. – Kmart Canada Cle and its successor companies.

Zellers Inc., a subsidiary of Hudson's Bay Company ULC, has been designated by the Company as a participating employer in the Plan.

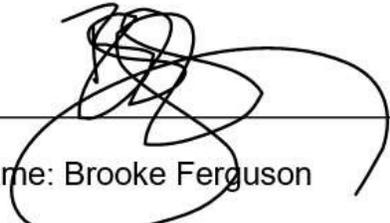
Where any reference in the Plan is made to any action to be taken, consent or approval to be given, discretion or decision to be exercised by the Company, "Company" means Hudson's Bay Company ULC acting through its Board of Directors, or through any committee or person authorized by the Board of Directors to act for the purpose of the Plan.

For Part H Members, "Company" shall mean, prior to July 31, 1993, Woodward's Limited.

BE IT FURTHER RESOLVED THAT the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

CERTIFIED to be a true and complete copy of a resolution of the Board of Directors of Hudson's Bay Company ULC.

Dated: May 11, 2020



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Name: Brooke Ferguson  
Title: VP, Human Resources

**RESOLUTION  
OF HUDSON'S BAY COMPANY ULC**

WHEREAS the Company maintains the Hudson's Bay Company Pension Plan (the "Plan")

AND WHEREAS pursuant to Section 16.01, the Company has reserved the right to amend the Plan.

AND WHEREAS the Charter documents of the Company permit amendments of the Plan that do not cause a material financial impact to be made by a senior representative of the Pension and Retirement Administration Department;

AND WHEREAS effective September 15, 2020 the Company decided that some full-time employees would retain full-time status but work three or four days a week rather than five days a week ("Reduced Hours Full-Time Employees");

AND WHEREAS the Company wishes to amend the Plan to ensure that each Reduced Hours Full-Time Employees continue to be treated as a "Full-Time Employee" under the Plan.

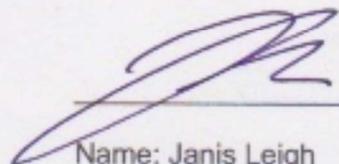
NOW THEREFORE BE IT RESOLVED THAT:

1. The Plan be amended effective September 15, 2020 by deleting section 2.35 and replacing it with the following: \*

"2.35 **Full-Time Employee**" means an employee who regularly works throughout the calendar year and who has been classified by the Company, in its sole discretion, as a Full-Time Employee."

2. BE IT FURTHER RESOLVED THAT the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

Dated: September 3, 2020



\_\_\_\_\_

Name: Janis Leigh

Title: Chief Human Resources Officer

RESOLUTION  
OF HUDSON'S BAY COMPANY ULC

WHEREAS the Company maintains the Hudson's Bay Company Pension Plan (the "Plan");

AND WHEREAS pursuant to Section 16.01, the Company has reserved the right to amend the Plan;

AND WHEREAS the Charter documents of the Company permit amendments of the Plan that do not cause a material financial impact to be made by the Pension Committee;

AND WHEREAS effective December 31, 2020 the Plan will be amended to change the eligibility requirement for membership;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Plan be amended by replacing Section 3.02(a) of Part A as follows:

(a) Full-Time Employees (Hired between January 1, 2002 and December 31, 2020)

(i) On and after January 1, 2002 and before January 1, 2021, each Full-Time Employee other than an Executive or an Employee described in Section 3.01 after completion of 24 consecutive months of Continuous Service or attainment of age 30, whichever date is earlier, shall become a Member and start accruing pension benefits under Part B no later than the first day of the month next following such date,

(ii) Effective December 31, 2020, each Full-Time Employee other than an Executive or an Employee described in Section 3.01 may elect to become a Member any month after the completion of 12 consecutive months of Continuous Service, and if such Full-Time Employee elects to become a Member on or before January 15, 2021 they will be deemed to have joined the Plan on December 31, 2020.

Notwithstanding the foregoing, an Employee who is hired after attaining age 65 shall not be required to join the Plan.

2. The Plan be amended to add Section 3.02(a.1) of Part A as follows:

(a.1) Full-Time Employees (Hired after December 31, 2020)

On and after January 1, 2021 each Full-Time Employee hired after December 31, 2020, other than an Executive, after completion of 12 consecutive months of Continuous Service shall become a Member and start accruing pension benefits under Part B no later than the first day of the month next following such date. Notwithstanding the foregoing, an Employee who is hired after attaining age 65 shall not be required to join the Plan.

3. The Plan be amended to replace Section 3.02(d) as follows:

(d) Directors, General Managers And Equivalent Level Employees Appointed Or Hired On Or After July 1, 2010

Notwithstanding Section 3.02(a) and 3.02(a.1), effective July 1, 2010, each Full-Time Employee hired or appointed as a Director, General Manager or at an equivalent level,

as determined by the Company in the usual course of business, on or after July 1, 2010, following such date of hire or appointment shall become a Member and start accruing pension benefits under Part B no later than the first day of the month next following his date of appointment or date of hire, as applicable, unless, in the case of an appointment, where the Employee is already a Part B Member on the date of his appointment, such Member shall continue accruing pension benefits under Part B and will commence making contributions as a Director, General Manager or equivalent level Employee, as applicable, pursuant to Section 1.01(3) of Part B, as of the date that the payroll cycle next following his appointment commences. For greater clarity, if this paragraph (d) applies to an Employee, he shall not be eligible to participate in the Plan as a Part C Member.

4. Appendix 3 of the Plan shall be amended to replace section 3-4 (a) as follows:

Effective December 31, 2020 each Part-Time Employee or temporary Employee employed in Manitoba may elect to become a Member any month after the completion of 12 consecutive months of Continuous Service, and if such Part-Time Employee elects to become a Member on or before January 15, 2021 they will be deemed to have joined the Plan on December 31, 2020. A Part-Time Employee or temporary Employee who meets the eligibility criteria in this paragraph (a) and elects to join the Plan after January 15, 2021 shall become a Member no later than the first day of the month next following the date of such election.

BE IT FURTHER RESOLVED THAT the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

CERTIFIED to be a true and complete copy of a resolution of the Pension Committee of Hudson's Bay Company ULC.

These resolutions may be signed or executed by facsimile or portable document format and in separate counterparts and the signing or execution by way of facsimile, portable document format or counterpart shall have the same effect as the signing or execution of the original.

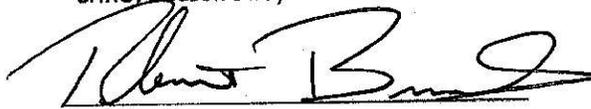
Dated: December 14, 2020

  
Michael Culhane  
CFO, HBC

  
Elliot Grundmanis  
CFO, Hudson's Bay

  
Janis Leigh  
CHRO, Hudson's Bay

  
Lu Zhang  
SVP, Taxation & General Accounting

  
Rob Brooks  
Chief Customer Officer, Saks OFF 5TH

**RESOLUTION**  
**OF HUDSON'S BAY COMPANY ULC**

**WHEREAS** Hudson's Bay Company ULC (the "Company") maintains the Hudson's Bay Company Pension Plan (the "Plan");

**AND WHEREAS** pursuant to Section 16.01, the Company has reserved the right to amend the Plan;

**AND WHEREAS** effective July 1, 2022, Part B of the Plan will be amended to provide for an additional Company contribution on behalf of certain classes of Members who participate under Part B;

**NOW THEREFORE BE IT RESOLVED THAT** effective July 1, 2022:

1. Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (g), as follows:

“(g) Part B Members other than Part B Members who are employees of The Bay Limited Partnership, by its general partner The Bay Holdings ULC

Effective the first pay period commencing on or after July 1, 2022 and ending on the pay period which includes June 30, 2023, for each Part B Member who is a Full-Time Employee or Part-Time Employee of the Company, other than a Part B Member who is a Full-Time Employee or Part-Time Employee of The Bay Limited Partnership, an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member.”

**BE IT FURTHER RESOLVED THAT** the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

**CERTIFIED** to be a true and complete copy of a resolution of the Pension Committee of Hudson's Bay Company ULC.

These resolutions may be signed or executed by facsimile or portable document format and in separate counterparts and the signing or execution by way of facsimile, portable document format or counterpart shall have the same effect as the signing or execution of the original.

Dated: June 9, 2022

  
\_\_\_\_\_  
Michael Culhane

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Elliot Grundmanis

\_\_\_\_\_  
Kevan Levinson

\_\_\_\_\_  
Lu Zhang

\_\_\_\_\_  
Phoebe Johnson

\_\_\_\_\_  
Brooke Ferguson

**RESOLUTION**  
**OF HUDSON'S BAY COMPANY ULC**

**WHEREAS** Hudson's Bay Company ULC (the "Company") maintains the Hudson's Bay Company Pension Plan (the "Plan");

**AND WHEREAS** pursuant to Section 16.01, the Company has reserved the right to amend the Plan;

**AND WHEREAS** effective July 1, 2022, Part B of the Plan will be amended to provide for an additional Company contribution on behalf of certain classes of Members who participate under Part B;

**NOW THEREFORE BE IT RESOLVED THAT** effective July 1, 2022:

1. Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (g), as follows:

“(g) Part B Members other than Part B Members who are employees of The Bay Limited Partnership, by its general partner The Bay Holdings ULC

Effective the first pay period commencing on or after July 1, 2022 and ending on the pay period which includes June 30, 2023, for each Part B Member who is a Full-Time Employee or Part-Time Employee of the Company, other than a Part B Member who is a Full-Time Employee or Part-Time Employee of The Bay Limited Partnership, an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member.”

**BE IT FURTHER RESOLVED THAT** the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

**CERTIFIED** to be a true and complete copy of a resolution of the Pension Committee of Hudson's Bay Company ULC.

These resolutions may be signed or executed by facsimile or portable document format and in separate counterparts and the signing or execution by way of facsimile, portable document format or counterpart shall have the same effect as the signing or execution of the original.

Dated: June 10, 2022

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Michael Culhane

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Elliot Grundmanis

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Kevan Levinson

\_\_\_\_\_  
  
Lu Zhang

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Phoebe Johnson

\_\_\_\_\_  
Brooke Ferguson

**RESOLUTION**  
**OF HUDSON'S BAY COMPANY ULC**

**WHEREAS** Hudson's Bay Company ULC (the "Company") maintains the Hudson's Bay Company Pension Plan (the "Plan");

**AND WHEREAS** pursuant to Section 16.01, the Company has reserved the right to amend the Plan;

**AND WHEREAS** effective July 1, 2022, Part B of the Plan will be amended to provide for an additional Company contribution on behalf of certain classes of Members who participate under Part B;

**NOW THEREFORE BE IT RESOLVED THAT** effective July 1, 2022:

1. Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (g), as follows:

“(g) Part B Members other than Part B Members who are employees of The Bay Limited Partnership, by its general partner The Bay Holdings ULC

Effective the first pay period commencing on or after July 1, 2022 and ending on the pay period which includes June 30, 2023, for each Part B Member who is a Full-Time Employee or Part-Time Employee of the Company, other than a Part B Member who is a Full-Time Employee or Part-Time Employee of The Bay Limited Partnership, an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member.”

**BE IT FURTHER RESOLVED THAT** the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

**CERTIFIED** to be a true and complete copy of a resolution of the Pension Committee of Hudson's Bay Company ULC.

These resolutions may be signed or executed by facsimile or portable document format and in separate counterparts and the signing or execution by way of facsimile, portable document format or counterpart shall have the same effect as the signing or execution of the original.

Dated: June 9, 2022

\_\_\_\_\_  
Michael Culhane

*Elliot Grundmanis*  
\_\_\_\_\_  
Elliot Grundmanis

\_\_\_\_\_  
Kevan Levinson

\_\_\_\_\_  
Lu Zhang

\_\_\_\_\_  
Phoebe Johnson

\_\_\_\_\_  
Brooke Ferguson

**RESOLUTION**  
**OF HUDSON'S BAY COMPANY ULC**

**WHEREAS** Hudson's Bay Company ULC (the "Company") maintains the Hudson's Bay Company Pension Plan (the "Plan");

**AND WHEREAS** pursuant to Section 16.01, the Company has reserved the right to amend the Plan;

**AND WHEREAS** effective July 1, 2022, Part B of the Plan will be amended to provide for an additional Company contribution on behalf of certain classes of Members who participate under Part B;

**NOW THEREFORE BE IT RESOLVED THAT** effective July 1, 2022:

1. Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (g), as follows:

“(g) Part B Members other than Part B Members who are employees of The Bay Limited Partnership, by its general partner The Bay Holdings ULC

Effective the first pay period commencing on or after July 1, 2022 and ending on the pay period which includes June 30, 2023, for each Part B Member who is a Full-Time Employee or Part-Time Employee of the Company, other than a Part B Member who is a Full-Time Employee or Part-Time Employee of The Bay Limited Partnership, an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member.”

**BE IT FURTHER RESOLVED THAT** the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

**CERTIFIED** to be a true and complete copy of a resolution of the Pension Committee of Hudson's Bay Company ULC.

These resolutions may be signed or executed by facsimile or portable document format and in separate counterparts and the signing or execution by way of facsimile, portable document format or counterpart shall have the same effect as the signing or execution of the original.

Dated: June 9, 2022

\_\_\_\_\_  
Michael Culhane

\_\_\_\_\_  
Elliot Grundmanis

\_\_\_\_\_  
Kevan Levinson

\_\_\_\_\_  
Lu Zhang

  
\_\_\_\_\_  
Phoebe Johnson

\_\_\_\_\_  
Brooke Ferguson

**RESOLUTION**

**OF HUDSON'S BAY COMPANY ULC**

WHEREAS Hudson's Bay Company ULC (the "Company") maintains the Hudson's Bay Company Pension Plan (the "Plan");

AND WHEREAS pursuant to Section 16.01, the Company has reserved the right to amend the Plan;

AND WHEREAS effective July 1, 2022, Part B of the Plan will be amended to provide for an additional Company contribution on behalf of certain classes of Members who participate under Part B;

**NOW THEREFORE BE IT RESOLVED THAT** effective July 1, 2022:

1. Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (g), as follows:

"(g) Part B Members other than Part B Members who are employees of The Bay Limited Partnership, by its general partner The Bay Holdings ULC

Effective the first pay period commencing on or after July 1, 2022 and ending on the pay period which includes June 30, 2023, for each Part B Member who is a Full-Time Employee or Part-Time Employee of the Company, other than a Part B Member who is a Full-Time Employee or Part-Time Employee of The Bay Limited Partnership, an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member."

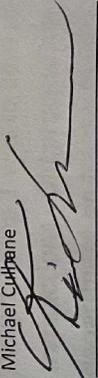
**BE IT FURTHER RESOLVED THAT** the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

**CERTIFIED** to be a true and complete copy of a resolution of the Pension Committee of Hudson's Bay Company ULC.

These resolutions may be signed or executed by facsimile or portable document format and in separate counterparts and the signing or execution by way of facsimile, portable document format or counterpart shall have the same effect as the signing or execution of the original.

Dated: June 13, 2022

Michael Cuthane



Elliot Grundmanis

Kevan Levinson

Lu Zhang

Phoebe Johnson

Brooke Ferguson

24437914.3

RESOLUTION

OF HUDSON'S BAY COMPANY ULC

WHEREAS Hudson's Bay Company ULC (the "Company") maintains the Hudson's Bay Company Pension Plan (the "Plan");

AND WHEREAS pursuant to Section 16.01, the Company has reserved the right to amend the Plan;

AND WHEREAS effective July 1, 2022, Part B of the Plan will be amended to provide for an additional Company contribution on behalf of certain classes of Members who participate under Part B;

NOW THEREFORE BE IT RESOLVED THAT effective July 1, 2022:

- 1. Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (g), as follows:

"(g) Part B Members other than Part B Members who are employees of The Bay Limited Partnership, by its general partner The Bay Holdings ULC

Effective the first pay period commencing on or after July 1, 2022 and ending on the pay period which includes June 30, 2023, for each Part B Member who is a Full-Time Employee or Part-Time Employee of the Company, other than a Part B Member who is a Full-Time Employee or Part-Time Employee of The Bay Limited Partnership, an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member."

BE IT FURTHER RESOLVED THAT the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to effect the foregoing.

CERTIFIED to be a true and complete copy of a resolution of the Pension Committee of Hudson's Bay Company ULC.

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Dated: June 13 2022

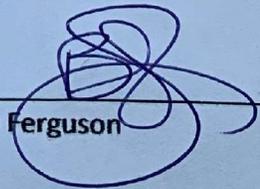
\_\_\_\_\_  
Michael Culhane

\_\_\_\_\_  
Elliot Grundmanis

\_\_\_\_\_  
Kevan Levinson

\_\_\_\_\_  
Lu Zhang

\_\_\_\_\_  
Phoebe Johnson

\_\_\_\_\_  
Brooke Ferguson 

**RESOLUTION**  
**OF HUDSON'S BAY COMPANY ULC**

**WHEREAS** Hudson's Bay Company ULC (the "Company") maintains the Hudson's Bay Company Pension Plan (the "Plan");

**AND WHEREAS** pursuant to Section 16.01, the Company has reserved the right to amend the Plan;

**AND WHEREAS** effective January 1, 2023 and July 1, 2023 as described below, Part B of the Plan will be amended to provide for an additional Company contribution on behalf of certain classes of Members who participate under Part B;

**AND WHEREAS** effective January 1, 2023 Part B Members who are not covered under a Company provided salary top up plan, will receive contributions during a period of pregnancy (maternity) or parental leave of absence during which any such member is receiving Federal employment insurance benefits up to a maximum of 18 months;

**NOW THEREFORE BE IT RESOLVED THAT:**

1. Effective January 1, 2023 Part B of the Plan will be amended by deleting the opening paragraph of Section 1.03 and replacing it with the following:

"Subject to Sections 1.05, 5.01, 5.02 and 5.03 of Part B, and in accordance with Section 4.02 of Part A, the Company shall make contributions to the Pension Fund each calendar year, to be allocated to each Part B Member, in the following amounts:"

2. Effective January 1, 2023, Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (h), as follows:

“(h) Part B Members who are employees of The Bay Limited Partnership, by its general partner The Bay Holdings ULC

Effective the first pay period of 2023 and ending on the pay period which includes June 30, 2023, for each Part B Member who is a Full-Time Employee or Part-Time Employee of The Bay Limited Partnership, by its general partner The Bay Holdings ULC, an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member.”

3. Effective July 1, 2023 Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (i), as follows:

“(i) Part B Members

Effective the first complete pay period commencing on or after July 1, 2023 and ending on the pay period which includes June 30, 2024, for each Part B Member an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member.”

4. Effective January 1, 2023 Part B of the Plan will be amended by deleting paragraph 5.02(b) and replacing it with the following:

“(b) for Part B Members (i) covered under a Company provided salary top up plan, or (ii) not receiving pregnancy (maternity) or parental employment insurance benefits pursuant to the Employment Insurance Act (Canada) up to a maximum of 18 months, a period of pregnancy (maternity) or parental leave of absence required by law to be recognized for pension purposes;”

5. Effective January 1, 2023 Part B of the Plan will be amended by deleting the last paragraph of Section 5.02 and replacing it with the following:

“For the sake of clarity, for a Member who does not elect pursuant to Section 5.02 to continue required contributions under Section 1.01 of Part B or Section 1.01 of Part D, Part E or Part F, as applicable, during the applicable unpaid period of absence, the Company shall not make any contributions pursuant to section 1.03 except as required by Section 5.03 of Part B.”

6. Effective January 1, 2023 Part B of the Plan will be amended by adding Section 5.03, as follows, and by renumbering existing Sections 5.03 and 5.04 as Sections 5.04 and 5.05, respectively:

“5.03 Company Contributions During Periods For Certain Part B Members during a period of pregnancy (maternity) or parental leave of absence to a maximum of 18 months

For the period during which any Part B Member is (i) not covered under a Company provided salary top up plan, and (ii) receiving pregnancy (maternity) or parental employment insurance benefits pursuant to the Employment Insurance Act (Canada) up to a maximum of 18 months which commenced on or after January 1, 2023, the Company shall (i) make the employee contributions under section 1.01(a), (b), (c), (d) and (e), and Section 1.02, to the extent that member additional contributions were being made at the beginning of such leave, and (ii) shall continue to make contributions pursuant to Section 1.03(a), (b), (c), (d), (e), (f), (g), (h) and (i), as applicable, during such periods.”

7. Effective January 1, 2023 Part B of the Plan will be amended by deleting the current Section 5.03 and replacing it as Section 5.04 with the following:

“5.04 Deemed Earnings

For the purpose only of determining the amount of contribution to be made by the Member or the Company during a period of absence covered by Sections 5.01, 5.02 and 5.03, the Member shall be deemed to have continued receiving Earnings at the same rate he was receiving immediately prior to the commencement of his period of absence.”

**BE IT FURTHER RESOLVED THAT** the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to affect the foregoing.

**CERTIFIED** to be a true and complete copy of a resolution of the Pension Committee of Hudson’s Bay Company ULC.

These resolutions may be signed or executed by facsimile or portable document format and in separate counterparts and the signing or execution by way of facsimile, portable document format or counterpart shall have the same effect as the signing or execution of the original.

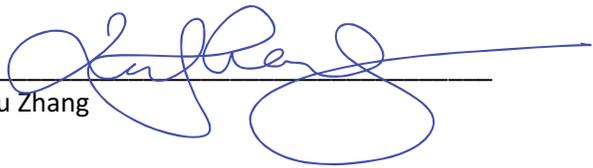
Dated: December 9, 2022

\_\_\_\_\_  
Michael Culhane

\_\_\_\_\_  
Kevan Levinson

\_\_\_\_\_  
Phoebe Johnson

\_\_\_\_\_  
Nadira Singh

  
\_\_\_\_\_  
Lu Zhang

\_\_\_\_\_  
Brooke Ferguson

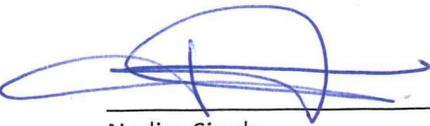
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Dated: December 9, 2022

  
\_\_\_\_\_  
Michael Culhane

  
\_\_\_\_\_  
Nadira Singh

\_\_\_\_\_  
Kevan Levinson

\_\_\_\_\_  
Lu Zhang

\_\_\_\_\_  
Phoebe Johnson

  
\_\_\_\_\_  
Brooke Ferguson

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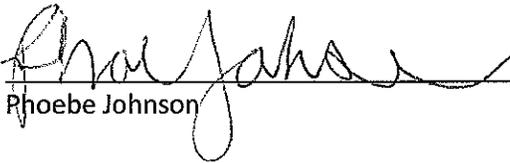
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Dated: December 9, 2022

\_\_\_\_\_  
Michael Culhane



\_\_\_\_\_  
Kevan Levinson



\_\_\_\_\_  
Phoebe Johnson

\_\_\_\_\_  
Nadira Singh

\_\_\_\_\_  
Lu Zhang

\_\_\_\_\_  
Brooke Ferguson

**RESOLUTION  
OF HUDSON'S BAY COMPANY ULC**

**WHEREAS** Hudson's Bay Company ULC (the "Company") maintains the Hudson's Bay Company Pension Plan (the "Plan");

**AND WHEREAS** pursuant to Section 16.01 of Part A of the Plan, the Company has reserved the right to amend the Plan;

**AND WHEREAS** effective January 1, 2024, and July 1, 2024 as described below, Parts B and C of the Plan will be amended to provide for an additional Company contribution on behalf of certain classes of Members who participate under the relevant part of the Plan;

**NOW THEREFORE BE IT RESOLVED THAT:**

1. Effective January 1, 2024, Part C of the Plan be amended by adding immediately prior to the Section 1.02 (c) thereof a new Subsection (b.1), as follows:

“(b.1) Effective the first pay period of 2024 and ending on the pay period which includes June 30, 2025, for each Part C Member who is actively employed on or after January 1, 2024 an additional amount equal to 2% of such Part C Member's Earnings over and above the Company contributions made in respect of such Member under Subsection (b) provided that such Member is not entitled to a contribution under Subsection (c) below.”

2. Effective July 1, 2024, Part B of the Plan be amended by adding immediately prior to the final paragraph of Section 1.03 thereof a new paragraph (j), as follows:

“(j) Part B Members

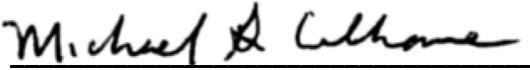
Effective the first complete pay period commencing on or after July 1, 2024 and ending on the pay period which includes June 30, 2025, for each Part B Member an additional amount equal to 2% of such Part B Member's Earnings over and above the Company contributions made in respect of such Member under the other provisions of this Section 1.03 that are applicable to the Member.”

**BE IT FURTHER RESOLVED THAT** the proper officers of the Company be and hereby are directed to do all such things and take all such actions as are necessary to affect the foregoing.

**CERTIFIED** to be a true and complete copy of a resolution of the Pension Committee of Hudson's Bay Company ULC.

These resolutions may be signed or executed by facsimile or portable document format and in separate counterparts and the signing or execution by way of facsimile, portable document format or counterpart shall have the same effect as the signing or execution of the original.

Dated: November 13, 2023

  
\_\_\_\_\_  
Michael Culhane

\_\_\_\_\_  
Brooke Ferguson

\_\_\_\_\_  
Kevan Levinson

\_\_\_\_\_  
Lu Zhang

\_\_\_\_\_  
Phoebe Johnson

Dated: November 13, 2023

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Michael Culhane

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Kevan Levinson

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Phoebe Johnson



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Brooke Ferguson

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Lu Zhang

Dated: November 13, 2023

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Michael Culhane

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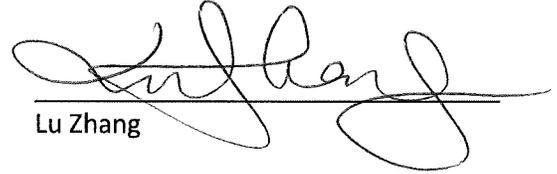
Kevan Levinson

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Phoebe Johnson

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Brooke Ferguson



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Lu Zhang

Dated: November 13, 2023

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Michael Culhane

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Brooke Ferguson

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Kevan Levinson

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Lu Zhang

*Phoebe Johnson*

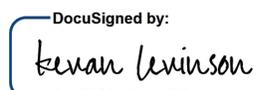
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Phoebe Johnson

Dated: November 13, 2023

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Michael Culhane

DocuSigned by:  
  
64E500FE3FA442F...  
Kevan Levinson

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Brooke Ferguson

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Lu Zhang

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Phoebe Johnson

This is **Exhibit "C"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY** ULC COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC BAY HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.,

Applicants

**AIDE MEMOIRE OF CERTAIN HBC EMPLOYEES AND RETIREES**

1. This Aide Memoire is filed on behalf of certain employees, retirees, and pension plan members of the Hudson's Bay Company ("**HBC**") who are represented by Koskie Minsky LLP ("**KM Clients**") to highlight issues that impact them caused by the HBC proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("**CCAA**"), which commenced on March 7, 2025.

2. In the days after HBC's CCAA filing, it has been reported that HBC will likely be liquidating.

3. The KM Clients are very concerned about the future of their jobs and the payment of their pension benefits and other benefits owing to them. Their concerns would extend to other similarly-

situated employees and retirees of HBC. There are over 9400 active HBC employees and thousands of retirees across Canada.

4. A liquidation and shut down of HBC will lead to mass employee terminations, the termination of the HBC pension plans (both registered and non-registered pension plans), and the termination of health benefits, life insurance and other important benefits that have been earned by the employees during their employment with HBC and which are vital to their livelihoods in retirement.

5. The termination of large numbers of HBC employees will require accurate and complete calculations of the employees' notice and severance pay under employment standards statutes and applicable common law. If HBC is unable to pay severance pay, a consideration of the application of the Wage Earner Protection Plan ("**WEPP**"), which provides up to \$8,844.22 per employee toward unpaid severance pay and other amounts, will also immediately required, since the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 ("**WEPPA**") does not automatically apply in a CCAA proceeding.

6. HBC is the administrator of the Hudson's Bay Company Pension Plan (the "**HBC Plan**"), a pension plan registered in Ontario under the *Pension Benefits Act* R.S.O. 1990, c. P.8, Registration no. 0291419. The HBC Plan has both defined benefit and defined contribution components for different populations of pension plan members.

7. In the event of a liquidation shut down of HBC, it is highly likely that the HBC Plan will need to be terminated (a "wind up"). A pension plan wind up involves special statutory and jurisprudential rules, priorities in favour of the pension plan beneficiaries, and special processes

that apply and vary depending on whether the plan has surplus funds or a funding deficit on its wind up.

**Pension plan surplus ownership and the decision of the Ontario Court of Appeal in Sutherland v. Hudson's Bay Co., 2011 ONCA 606**

8. The HBC CCAA proceeding and the liquidation of HBC also invokes a situation for a population of HBC retirees with respect to surplus assets in the Dumai Pension Plan, another pension plan that HBC had administered. The surplus in the Dumai Pension Plan originates from the Simpsons Pension Plan, a defined benefit pension plan which HBC took over when it acquired the Robert Simpson Company in 1978. HBC continued to administer the Simpsons Plan with its defined benefit members from Simpsons, who had become HBC employees following the acquisition.

9. At the time when HBC acquired Simpsons, the Simpsons Pension Plan had substantial surplus assets. In 1994 and 1998, HBC amended the Simpsons Pension Plan by adding in employees of Zellers Inc. and Kmart Canada Co. to the plan in a defined contribution component to the plan, and renaming it the Dumai Pension Plan. Between 1994 and 2006, HBC used approximately \$111 million of the surplus assets originating from the Simpsons Pension Plan to pay its defined contribution costs to Zellers and Kmart employees, who were now members of the Dumai Plan.

10. The HBC employees who had been members of the defined benefit Simpsons Pension Plan sued HBC to stop the use of the Simpsons Pension Plan surplus to pay for HBC's defined contribution obligations to the new Zellers and Kmart members of the Dumai Plan. The Court (Wilton-Siegel, J.) held that HBC could use the Simpsons Pension Plan surplus to pay its

obligations to the defined contribution component (which was expanded to also include other HBC employees) while the Dumai Plan was an on-going pension plan.<sup>1</sup> However, Wilton-Siegel, J. also held that on the wind up of the Dumai Plan, the defined benefit plan members (the former Simpsons employees) are entitled to the surplus assets in the plan, if there are surplus assets remaining. HBC appealed the surplus ownership ruling to the Court of Appeal for Ontario and was unsuccessful.

The Court of Appeal held:

[50] At paras. 90-93 of *Schmidt*, Cory J., writing for the majority, sets out the steps that courts are to use when deciding the question of surplus ownership of pension plans. Those steps can be summarized as follows.

...

6. Surplus funds on plan termination and wind up may be subject to a resulting trust. Before a resulting trust can arise, it must be clear that all of the objectives of the trust have been fully satisfied. Even when that is done, the employer cannot claim the benefit of a resulting trust if the terms of the pension plan demonstrate an intention to part outright with all money contributed to the pension fund. In contributory plans, it is not only the employer's but also the employee's intentions that must be considered – both are settlors of the trust.

...

[97] *The trial judge correctly recognized that in the absence of specific language to the contrary, trust law principles are to prevail in the face of conflicting contractual provisions. He correctly concluded that the Plan assets are impressed with a trust in favour of the Plan members and that it is the Plan members who are entitled to any surplus assets in the trust fund on Plan termination and wind up.*<sup>2</sup> [emphasis added]

11. In the current liquidation trajectory of HBC, there is a high likelihood that the HBC Plan will be wound up, and if the plan has surplus then the Court of Appeal's surplus ownership decision needs to be addressed. On March 5, 2025, KM wrote to the company and their lawyers with specific questions about the status of the defined benefits in the Dumai Plan and its funded status.

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<sup>1</sup> *Sutherland v Hudson's Bay Company*, [2007] O.J. No. 2979, 2007 CanLII 30292.

<sup>2</sup> *Sutherland v Hudson's Bay Company*, 2011 ONCA 606.

12. Conversely, if the HBC Plan is wound up with a funding deficit for the defined benefit component and/or the defined contribution component then the PBA statutory deemed trust in favour of the pension plan beneficiaries under subsection 57(4) of the *Pension Benefits Act*, R.S.O. 1990, c. P.8 will become applicable with respect to the amounts owing by the HBC to the fund the plan.<sup>3</sup>

13. With respect to defined contribution component of the HBC Plan, the company is required to provide a 2% matching contribution to each employees' 1% initial contribution to their individual defined contribution retirement account. In the event that employees are terminated without being paid severance pay, HBC will owe defined contribution payments to the employees for the relevant notice period.<sup>4</sup>

14. Finally, there are employees who are currently disabled and receiving vital disability benefits, which also needs to be addressed.

March 16, 2025

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(E) jharnum@kmlaw.ca

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<sup>3</sup> On April 27, 2023, the federal government passed legislation to improve protections for members of defined benefit pension plans. The *Pension Protection Act*, S.C. 2023, c. 6 amends the CCAA and the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-6 ("BIA") to grant super-priority to registered pension plan funding deficits. These amendments come into effect on April 27, 2027.

<sup>4</sup> CCAA, s. 6(6). See also BIA, ss. 81.5-81.6.

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(E) ashamim@kmlaw.ca

Lawyers for Certain Employees and Retirees

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY  
COMPANY et. al.**

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceeding commenced at **TORONTO**

**AIDE MEMOIRE OF CERTAIN EMPLOYEES AND  
RETIREES**

**KOSKIE MINSKY LLP**

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Lawyers for Certain Employees and Retirees

This is **Exhibit "D"**

referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



---

A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY** ULC COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC BAY HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.,

Applicants

**AIDE MEMOIRE OF CERTAIN HBC EMPLOYEES AND RETIREES**

1. This Aide Memoire is filed on behalf of certain employees, long-term disability beneficiaries, retirees, and pension plan members of the Hudson's Bay Company ("**HBC**") who are represented by Koskie Minsky LLP ("**KM Clients**") to bring to the Court's attention issues that are impacting the KM Clients, and other similarly-situated HBC employees and retirees, on the return of a motion by HBC for the Court to approve the Restructuring Support Agreement ("**RSA**") put forward by certain lenders to HBC.

2. When HBC filed for protection from its creditors on March 7, 2025, it was deeply in debt: It only had \$3,304,000 in its bank account.<sup>1</sup> It was paying rent during cure periods, not as it came due. It had not paid suppliers. It owed its credit lenders \$430,273,291 and mortgage lenders

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<sup>1</sup> Affidavit of Jennifer Bewley sworn March 7, 2025, at para. 128.

\$724,441,000.<sup>2</sup> At the time of the CCAA filing, its proposed plan was only to liquidate "selected retail stores" and "realign its operations around a core group of high-performing retail locations".<sup>3</sup>

3. However, within days of obtaining CCAA protection, HBC announced it would be liquidating all its stores and putting all its assets, including leases, up for sale. The trajectory for HBC in these circumstances will culminate in the complete liquidation of the company, the termination of all employees (without severance pay), and the wind up of the registered and unregistered supplemental pension arrangements and the termination of disability, health and other benefits.

4. HBC entered into discussions with a consortium of lenders, including liquidators, (Restore Capital, LLC, HCS 102, LLC, Tiger Asset Solutions Canada, ULC, 1903 Partners, LLC, and GA Group Solutions, LLC) who agreed to lend HBC an additional \$7M as a debtor-in-possession loan provided that HBC proceeds to liquidate. The uptick in HBC's sales revenue from a surge of store sales following news of its CCAA filing now means that the DIP can be repaid, but the punitive terms of the DIP loan continue in the RSA, which is back before the Court for approval.

**HBC Employees and Retirees are vulnerable and at high risk of losses in this proceeding**

5. The KM Clients have reported numerous issues and concerns to date which have been reported to the Court in the previous Aide Memoire and in oral submissions at recent court attendances and raised with the company. Some of the major issues include:

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<sup>2</sup> *Ibid.*, at para. 131

<sup>3</sup> *Ibid.*, at para. 20.

- (a) **Mass termination of employees without severance pay:** The 9400 active employees will be terminated as the liquidation of HBC concludes and the company is shut down. The severance claim for a population of 9400 employees will likely be in excess of \$100 million dollars. HBC has already confirmed it will not pay severance pay. The active employees are a major contingent creditor group. The amount and timing of future distributions on unsecured claims, if any, are unknown.
- (b) **WEPP may not be available:** a WEPP payment, which would pay \$8500 toward each employee's severance claim, will likely not be available until "all" the employees are terminated and the Court issues an order making WEPPA applicable to the proceeding under section 5(1)(b)(iv) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 ("**WEPPA**"). Given those uncertainties, the time frame for the employees becoming eligible to apply for a WEPP payment to provide partial compensation for unpaid severance pay is unknown.
- (c) **Existing employee creditors:** There are previously terminated employees who are currently owed amounts from HBC under severance arrangements that HBC is not paying. These former employees are creditors.
- (d) **Multiple pension plan issues.** The liquidation shut down of HBC will necessitate the wind up of the HBC Pension Plan which has both defined benefit ("**DB**") and defined contribution ("**DC**") components that operate differently. A wind up of the DB component is expected to have surplus that will need to be distributed. The Court of Appeal for Ontario decision on *Sutherland v. HBC*<sup>4</sup> holds that the surplus

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<sup>4</sup> [2011 ONCA 606](#)

belongs to the plan members. Whether this conclusion is opposed is not yet known. Any surplus sharing arrangement that may be reached in the future will require representation for all the pension plan members.

The wind up of the DC component will entail the transfer out of all the DC members' DC accounts to other plans as directed by the employee on the termination of the employee and the wind up of the DC component. Employer contributions will become owing during the severance period as the active employees are terminated. This scenario engages section 6(6)(a)(ii)(B) of the CCAA (or its counterpart in section 81.5(1) of the BIA) which states that contributions owing by an employer to a DC plan are to be paid ahead of the claims of other secured creditors, and making the active DC plan members contingent priority secured creditors.

- (e) **Disabled HBC employees are facing exceptional hardships:** employees who are in receipt of long-term disability benefits from HBC are extremely vulnerable as they cannot work and are highly dependent on their LTD benefits for their livelihoods. It appears that the HBC LTD benefits are paid through an "ASO" plan (administrative services only), as opposed to an insured plan with an insurance company, which means that when HBC shuts down, the LTD payments to disabled employees are expected to stop. This will cause immediate and significant hardships.

The LTD hardship situation for employees is not new to Canadian insolvency proceedings. The LTD benefits for disabled employees in the *T. Eaton Company*

*Ltd.* proceeding were stopped when Eaton's stopped paying them while it was under CCAA protection, causing significant hardships for the Eaton's employees. The same result occurred for the employees in the *Nortel Networks Corporation* CCAA proceedings. In those cases, court-approved "hardship" funds were set up to provide quick funds to the disabled employees, and that will likely be required in this case as well.<sup>5</sup>

Counsel to the KM Clients have written to counsel to HBC raising these issues, and others and specifically requested the company's intentions with respect to the LTD and when they will be terminated.

(f) **Health benefits and supplemental pension plans will likely be terminated:**

There are underfunded health benefit plans and supplemental pension plans for senior employees that are also expected to be terminated, creating more employee creditor claims.

6. The above issues indicate that there will be a strong need for a Representative Counsel to be appointed for the employees and retirees. This has been raised in discussions with HBC lawyers.

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<sup>5</sup> In the aftermath of the harms visited upon disabled employees in the Eaton's and Nortel CCAA proceedings, the provincial government passed legislation in 2014 to amend the *Insurance Act* R.S.O. 1990, c. I.8 (Ontario) to require an employer to provide LTD benefits through an insured arrangement only, and not by an ASO arrangement. However, this proposed amendment of the *Insurance Act* was never proclaimed into force and on December 31, 2024, section 115.1 of the *Insurance Act* was administratively repealed.

At the federal level, in 2010 legislation was introduced at both the Senate and House of Commons to amend the CCAA and BIA to confer the status of a preferred claim to the liabilities of a fund established for the purpose of LTD benefits, and that such fund be used to continue the payment of benefits to beneficiaries. The Senate Bill passed second reading, but did not get out of committee. The House bill passed first reading. Neither Bill received Royal Assent.

**The RSA operates to prevent the future appointment of Employee and Retiree Representative**

**Counsel**

7. Article 14(f) of the RSA requires that HBC covenant and pre-commit to: (a) opposing the appointment of any representative counsel; and, (b) if granted, not providing funding for such counsel. Those conditions would be imposed at this early stage without even considering how the liquidation/ restructuring unfolds and how the employees and retirees will be impacted as summarized above. That article provides:

**14. Negative Covenants:** *The Loan Parties covenant and agree not to* do, or cause not to be done the following, other than with the prior written consent of the Agents or as otherwise determined by the Court:

(f) *Pay, incur any obligation to pay, or establish any retainer with respect to the fees, expenses or disbursements of a legal, financial or other advisor of any party*, (other than (i) the Monitor and its legal counsel, (ii) the respective legal, financial and other advisers of the Loan Parties, (iii) respective legal advisors of the Agents to the terms of this Agreement and provided for in the Budget (or paid out of proceeds of ABL Priority Collateral and Term Loan Priority Collateral respectively) unless such fees, expenses or disbursements, as applicable, are reviewed and confirmed in advance by the Agents, and (iv) any advisor other than in accordance with the Liquidation Services Agreement or the Lease Solicitation Process approved by the Court [Emphasis added])

8. The RSA cannot foreclose the ability of HBC, the Court, or any other party (such as the KM Clients) to seek to appoint representative counsel for the soon-to-be terminated 9,400 HBC employees, the disabled employees, and to represent the much larger HBC retiree population. The effective pre-judgment in Article 14(f) is contrary to CCAA case law and its flexible and contextual purpose, and it also purports to oust the jurisdiction of the Court on any future representative counsel motion.

9. In *Canwest*<sup>6</sup>, Justice Pepall held that a DIP term cannot oust the jurisdiction of the Court on a motion to appoint and fund Representative Counsel for the employees in that case:

[25] The second basis for objection is that the LP Entities are not permitted to pay any of the legal, financial or other advisors to any other person except as expressly contemplated by the Initial Order or with consent in writing from the LP Administrative Agent acting in consultation with the Steering Committee. Funding by the LP Entities would be in contravention of the Support Agreement entered into by the LP Entities and the LP Senior Secured Lenders. It was for this reason that the Monitor stated in its Report that it supported the LP Entities' refusal to fund.

[26] I accept the evidence before me on the inability of the Salaried Employees and Retirees to afford legal counsel at this time. There are in these circumstances three possible sources of funding: the LP Entities; the Monitor pursuant to paragraph 31 (i) of the Initial Order although quere whether this is in keeping with the intention underlying that provision; or the LP Senior Secured Lenders. *It seems to me that having exercised the degree of control that they have, it is certainly arguable that relying on inherent jurisdiction, the court has the power to compel the Senior Secured Lenders to fund or alternatively compel the LP Administrative Agent to consent to funding. By executing agreements such as the Support Agreement, parties cannot oust the jurisdiction of the court.* [Emphasis added]

10. In the alternative, if this Court decides to approve the RSA, then paragraph 14 should be amended to carve out the restriction on the appointment of Representative Counsel for the HBC employees and retirees.

11. HBC's employees and retirees are important stakeholders in these proceedings. Surrounded by well-represented company, monitor, lenders, landlords, suppliers and other commercially sophisticated parties, they are also uniquely vulnerable to losses and they will need representation. The RSA, with its vice-like grip on what HBC can do in these proceedings, preemptively prohibits any attempts to provide representative counsel to those employees who are

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<sup>6</sup> [Canwest Publishing Inc., 2010 ONSC 1328](#) at paras. 25-26.

now tasked with ensuring that HBC's liquidation actually happens so that those same lenders will be repaid. The RSA is antithetical to the flexibility of the CCAA process, its focus on all stakeholders, and the discretionary powers of the CCAA Court. It should not be approved.

March 25, 2025

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Lawyers for Certain Employees and Retirees

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY  
COMPANY et. al.**

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceeding commenced at **TORONTO**

**AIDE MEMOIRE OF CERTAIN EMPLOYEES AND  
RETIREES**

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Lawyers for Certain Employees and Retirees

This is **Exhibit "E"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



---

A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

# HUDSON'S BAY

March 17, 2025

DELIVERED VIA EMAIL [REDACTED]

[REDACTED]

[REDACTED]

**RE: Termination of Salary Continuance Payments**

This letter is to advise you that **Hudson's Bay Company ULC** ("**Hudson's Bay**" or the "**Company**") will cease providing salary continuance payments to you effective immediately. This step is being taken in conjunction with the CCAA process described below.

On March 7, 2025, Hudson's Bay Company ULC, the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

The CCAA process provides the Company the opportunity to assess its restructuring options on a go-forward basis.

In addition to the termination of the salary continuance payments, some important information to note:

- Your benefits have ceased effective immediately.
- If you are in the pension plan, your final pension contribution will be deposited into your pension account at Manulife by the end of April.
- Your ROE will be sent out as soon as possible.

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings, including any future claims process, will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [HUDSONSBAY@ALVAREZANDMARSAL.COM](mailto:HUDSONSBAY@ALVAREZANDMARSAL.COM).

Please know that this is a decision we have not taken lightly. We thank you for your contribution to Hudson's Bay and we wish you success in your future career endeavors.

Yours truly,

A handwritten signature in black ink, appearing to read 'BF', enclosed within a circular scribble.

Brooke Ferguson  
CPXO  
Hudson's Bay

This is **Exhibit "F"**

referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



---

A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

## **Associate FAQs**

### **1. Is Hudson's Bay going out of business?**

- a. Hudson's Bay has announced plans to liquidate its assets. This means the company will conduct closing sales. More details will be shared as they become available.

### **2. Will you be closing stores?**

- a. At this time, all Hudson's Bay stores are planned to close following a liquidation process. The timeline for closures will vary based on store location. This process is expected to be complete by mid-June.

### **3. If my employment is terminated, do I receive severance?**

- a. If your employment is terminated by the Company during the CCAA process (without cause), the Company intends to pay you for all wages/salary earned for services rendered up to your termination date.
- b. With respect to your severance, you will not be paid any severance at termination. You may eventually receive a claims package setting out the procedure to file a claim against the Company's estate for any amounts which may be owing to you as at the date of your termination. Your recovery of such a claim will depend on the proceeds on hand which the Company may have at that point (which may depend on the outcome of the Company's sale and/or investment solicitation process) and the ranking of your claim(s) based on applicable legislation.
- c. You may also receive, if circumstances permit, instructions to file a claim with the Canadian government pursuant to the Wages Earners Protection Program, which will allow you to recoup a portion of such claims from the Canadian government.

### **4. Is my pension impacted by this filing?**

- a. The HBC Pension Plan is a registered plan and the assets are held in trust. As of the last actuarial valuation the plan is fully funded meaning that there are enough assets to pay the accrued benefits. For further clarity, the restructuring does not affect pension benefits accrued under the HBC Pension Plan.

### **5. Will my associate discount change?**

- a. The associate discount is temporarily changing to 10%, across all categories. This will apply to regular and sale merchandise, and ***there continues to be no discount on clearance***. Any exclusions we had remain in place.

### **6. Will I still be able to earn and redeem Hudson's Bay Rewards points?**

- a. The Hudson's Bay Rewards program is currently paused. Customers are unable to earn or redeem points.
- b. We are not able to track or accumulate points on transactions made during this time and apply them retroactively.

### **7. How should we respond to vendor or media questions about the filing?**

- a. We anticipate vendors will reach out regarding this announcement. We are communicating with merchant and expense vendors directly. For vendor inquiries you receive, you can advise that we have been granted creditor protection and that we will go through the process accordingly, and as we progress we will be communicating.
- b. Per company policy, all media questions related to the CCAA should be directed to Tiffany Bourre (tiffany.bourre@hbc.com).

### **8. Is Saks Fifth Avenue/Saks OFF 5TH in Canada impacted?**

- a. These locations also remain open at this time and will begin a liquidation process as well, beginning as early as March 18th

**9. What happens to the obligations in my collective agreement?**

- a. We continue to recognize and abide by our obligations under each of the collective agreements. We have advised your union of this difficult decision.

**10. How can Hudson's Bay be in this position when HBC has the ability to acquire NMG and focus on other markets and luxury brands? Have we been left behind for ventures elsewhere?**

- a. The decision to initiate CCAA proceedings was based on factors and conditions specific to Hudson's Bay Company ULC and Canada.
- b. Saks Global is a standalone entity, distinct from HBC ULC. The CCAA proceedings do not affect Saks Global.

This is **Exhibit "G"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



---

A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

## Associate FAQ - Current Version as April 21, 2025

1. **In relation to my benefits (Health/Dental/Life Insurance), how long will I have coverage for, and will I be able to convert to an individual plan?**
  - a. Your health, dental, and/or life insurance coverage with HBC will cease when you resign, or you are provided notice of termination, and, assuming you remain actively employed until your termination date, will continue to the end of the pay period in which your termination date falls.
    - i. You have the option to convert your Health and Dental plan to private coverage at individual rates through Manulife, within 60 days from the date benefits end.
    - ii. Your HBC life insurance coverage is convertible without EOI (Evidence of Insurability) for 31 days after your coverage ends. Conversion products will be available for your consideration through Manulife Financial by calling Manulife's customer service centre. [Group Benefits Life Conversion Option Form](#)
  
2. **What happens to my vacation upon termination?**
  - a. Immediately following your termination date or your resignation date you will receive any outstanding accrued but unused vacation pay up to such date, payable on your final pay.
  
3. **How can you justify why managers are getting severance, and associates are not?**
  - a. No one, including managers, will receive severance through this process, and all will be treated consistently as outlined below in previously answered; Question #3.
  
4. **How do I stay in the loop on internal communications related to this process, and is there a way to hear about it before it is in the media?**
  - a. We are working to provide updates as quickly as possible. The court ruling is public, and we need to wait for a ruling to communicate, and therefore we cannot communicate in advance.
  - b. All communication, including announcements, press releases and Q&A are posted on workday, in the announcements section.
  - c. Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings including any future claims process information will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [hbcemployees@alvarezandmarsal.com](mailto:hbcemployees@alvarezandmarsal.com)
  
5. **How do I get my 2025 T4?**
  - a. You will receive instructions on how to access your 2025 T4 at your personal email address. Please ensure your personal email address on Workday is up to date. ***Prior to your last day worked go to Menu > Personal Information > Contact Information > Edit > Change My Home Contact Information.***

If you have a change in address, please advise [post-employment-inquiries@hbc.com](mailto:post-employment-inquiries@hbc.com) with your new address.
  
6. **If an associate is pregnant and is due to go on maternity leave later in the year, how does this impact their eligibility for EI benefits?**
  - a. Your eligibility for benefits is subject to any qualifying criteria. We encourage you to check with Service Canada for the specific qualifications.

**7. If my employment is terminated, do I receive severance?**

- a. If your employment is terminated by the Company during the CCAA process (without cause), the Company intends to pay you for all wages/salary earned for services rendered up to your termination date.
- b. With respect to your severance, you will not be paid any severance at termination. You may eventually receive a claims package setting out the procedure to file a claim against the Company's estate for any amounts which may be owing to you as at the date of your termination. Your recovery of such a claim will depend on the proceeds on hand which the Company may have at that point (which may depend on the outcome of the Company's sale and/or investment solicitation process) and the ranking of your claim(s) based on applicable legislation.
- c. You may also receive, if circumstances permit, instructions to file a claim with the Canadian government pursuant to the Wages Earners Protection Program, which will allow you to recoup a portion of such claims from the Canadian government.

**8. Is my pension impacted by this filing?**

- a. The HBC Pension Plan is a registered plan, and the assets are held in trust. As of the last actuarial valuation, the plan is fully funded meaning that there are enough assets to pay the accrued benefits. For further clarity, the restructuring does not affect pension benefits accrued under the HBC Pension Plan.

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**10. Will I still be able to earn and redeem Hudson's Bay Rewards points?**

- a. The Hudson's Bay Rewards program is currently paused. Customers are unable to earn or redeem points.
- b. We are not able to track or accumulate points on transactions made during this time and apply them retroactively.

**11. How should we respond to vendor or media questions about the filing?**

- a. We anticipate vendors will reach out regarding this announcement. We are communicating with merchant and expense vendors directly. For vendor inquiries you receive, you can advise that we have been granted creditor protection and that we will go through the process accordingly, and as we progress we will be communicating.
- b. Per company policy, all media questions related to the CCAA should be directed to Tiffany Bourre (tiffany.bourre@hbc.com).

**12. Is Saks Fifth Avenue/Saks OFF 5TH in Canada impacted?**

- a. These locations also remain open at this time and will begin a liquidation process as well, beginning as early as March 18th

**13. What happens to the obligations in my collective agreement?**

- a. We continue to recognize and abide by our obligations under each of the collective agreements. We have advised your union of this difficult decision.

This is **Exhibit "H"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

# HUDSON'S BAY

Evan Marshall  


**March 28, 2025**

Dear Evan,

**RE: Termination Letter – Working Notice**

This letter is to advise you that **Hudson's Bay Company ULC** ("**Hudson's Bay**" or the "**Company**") has made the difficult decision to terminate your employment in conjunction with its liquidation process. Please accept this letter as notice that your employment with the Company will be terminated on or about **April 4, 2025** (the "**Termination Date**").

As you know, on March 7, 2025, **Hudson's Bay Company ULC**, the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, and various of its subsidiaries commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

From today's date until the Termination Date (the "**Working Notice Period**"), you will continue to perform such duties and responsibilities as may be required and assigned to you. You will continue to receive your wages for services performed up to the Termination Date. As permitted by the amended initial order obtained by the Company in the CCAA proceedings, we will not be processing any termination or severance pay at this time. Further updates will be provided by the Company or the Monitor regarding a potential claims process for any claims you may have against the Company and access to the *Wages Earners Protection Program* operated by the Canadian government (Service Canada).

During the Working Notice Period, where applicable, you will continue to participate in the pension plan and the group insurance benefit plans that you benefited from during your employment. However, all pension and benefit participation will cease on April 15, 2025 or in the event you resign your employment, your last day of active employment. Please note that you may be able to exercise a conversion privilege with respect to your life insurance benefits, if any. We encourage you to verify this information by reviewing the insurance information we have sent you and immediately contacting the insurance carrier. Please note that you will have only thirty-one

(31) days as of the termination of your life insurance coverage, to exercise such conversion privilege, if applicable. If you are in the pension plan, your final pension contribution will be deposited into your pension account at Manulife by the end of the month following the month in which the Termination Date occurs.

Immediately following the Termination Date, you will receive any outstanding accrued but unused vacation pay up to the Termination Date.

Following the Termination Date, your Record of Employment (ROE) will be electronically issued as soon as possible and will be available via your My Service Canada Account

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings including any future claims process information will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [hbcemployees@alvarezandmarsal.com](mailto:hbcemployees@alvarezandmarsal.com).

Please know that this is a decision we have not taken lightly. We thank you for your contribution to Hudson's Bay and we wish you success in your future career endeavors.

Yours truly,

**HUDSON'S BAY COMPANY ULC**

This is **Exhibit "I"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

# HUDSON'S BAY



**April 8, 2025**

Dear 

**RE: Termination Letter – Working Notice**

This letter is to advise you that **Hudson's Bay Company ULC** ("**Hudson's Bay**" or the "**Company**") has made the difficult decision to terminate your employment in conjunction with its liquidation process. Please accept this letter as notice that your employment with the Company will be terminated on or about **July 4, 2025** (the "**Termination Date**").

As you know, on March 7, 2025, **Hudson's Bay Company ULC**, the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, and various of its subsidiaries commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

From today's date until the Termination Date (the "**Working Notice Period**"), you will continue to perform such duties and responsibilities as may be required and assigned to you. You will continue to receive your wages for services performed up to the Termination Date. As permitted by the amended initial order obtained by the Company in the CCAA proceedings, we will not be processing any termination or severance pay at this time. Further updates will be provided by the Company or the Monitor regarding a potential claims process for any claims you may have against the Company and access to the *Wages Earners Protection Program* operated by the Canadian government (Service Canada).

During the Working Notice Period, where applicable, you will continue to participate in the pension plan and the group insurance benefit plans that you benefited from during your employment. However, all pension and benefit participation will cease on July 12, 2025 or in the event you resign your employment, your last day of active employment. Please note that you may be able to exercise a conversion privilege with respect to your life insurance benefits, if any. We encourage you to verify this information by reviewing the insurance information we have sent you and immediately contacting the insurance carrier. Please note that you will have only thirty-one (31) days as of the termination of your life insurance coverage, to exercise such conversion

privilege, if applicable. If you are in the pension plan, your final pension contribution will be deposited into your pension account at Manulife by the end of the month following the month in which the Termination Date occurs.

Immediately following the Termination Date, you will receive any outstanding accrued but unused vacation pay up to the Termination Date.

Following the Termination Date, your Record of Employment (ROE) will be electronically issued as soon as possible and will be available via your My Service Canada Account

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings including any future claims process information will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [hbcemployees@alvarezandmarsal.com](mailto:hbcemployees@alvarezandmarsal.com).

Please know that this is a decision we have not taken lightly. We thank you for your contribution to Hudson's Bay and we wish you success in your future career endeavors.

Yours truly,

**HUDSON'S BAY COMPANY ULC**

This is **Exhibit "J"**

referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

## HUDSON'S BAY

April 15th, 2025

Dear **RE: Termination Letter - Working Notice**

This letter is to advise you that **Hudson's Bay Company ULC ("Hudson's Bay" or the "Company")** will be closing your store and your employment with the Company will be terminated on the earlier of (i) June 15, 2025 or (ii) the date on which the liquidation is completed and the Company has advised you in writing that your services are no longer required (the "**Termination Date**").

As you know, on March 7, 2025, Hudson's Bay Company ULC, the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, and various of its subsidiaries commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

From today's date until the Termination Date (the "**Working Notice Period**"), you will continue to perform such duties and responsibilities as may be required and assigned to you. You will continue to receive your wages for services performed up to the Termination Date. As permitted by the amended initial order obtained by the Company in the CCAA proceedings, we will not be processing any termination or severance pay at this time. Further updates will be provided by the Company or the Monitor regarding a potential claims process for any claims you may have against the Company and access to the *Wages Earners Protection Program* operated by the Canadian government (Service Canada).

During the Working Notice Period, where applicable, you will continue to participate in the pension plan and the group insurance benefit plans that you benefited from during your employment. However, all pension and benefit participation will cease on the Termination Date or in the event you resign your employment, your last day of active employment. Please note that you may be able to exercise a conversion privilege with respect to your life insurance benefits, if any. We encourage you to verify this information by reviewing the insurance information we have sent you and immediately contacting the insurance carrier. Please note that you will have only thirty-one (31) days as of the termination of your life insurance coverage, to exercise such conversion privilege, if applicable. If you are in the pension plan, your final pension contribution will be deposited into your pension account at Manulife by the end of the month following the month in which the Termination Date occurs.

Immediately following the Termination Date, you will receive any outstanding accrued but unused vacation pay up to the Termination Date. In addition, you will be eligible to earn a retention bonus per your letter from Hilco as long as you perform your duties satisfactorily and you remain actively employed up to the Termination Date. All bonuses will be paid within 30 days after the completion of the store-closing sale for all stores and are subject to applicable statutory deductions.

Following the Termination Date, your Record of Employment (ROE) will be electronically issued as soon as possible and will be available via your My Service Canada Account.

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings including any future claims process information will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [hbcemployees@alvarezandmarsal.com](mailto:hbcemployees@alvarezandmarsal.com).

Please know that this is a decision we have not taken lightly. We thank you for your contribution to Hudson's Bay and we wish you success in your future career endeavors.

Yours truly,

HUDSON'S BAY COMPANY ULC

This is **Exhibit "K"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

## **MATERNITY AND PARENTAL LEAVE POLICY**

### **PURPOSE**

1. The Bay Holdings ULC (“The Bay”) offers a competitive benefits programs, including maternity and parental leave support. The purpose of this policy is to provide information and guidelines regarding the terms and conditions relating to maternity and parental leave.

### **ELIGIBILITY**

#### **Maternity and Parental Leave**

2. All The Bay’s corporate and salary-paid logistics centre employees (“employee(s)”) are eligible for maternity and/or parental leave in accordance with the applicable employment standards legislation. For the purpose of this Policy, the term “Leave” shall mean a maternity and/or parental leave taken by an employee in accordance with the applicable employment standards legislation. This policy applies to employees who are new parents including birthmothers, fathers, adoptive parents, and parents using surrogacy.

### **MISCELLANEOUS**

#### **Notice**

3. Unless it is not possible to do so, an employee shall provide The Bay with reasonable notice, in accordance with the applicable employment standards legislation, of the intended start and end date to any Leave pursuant to this Policy. Reasonable notice would be considered at least 3 months prior to the desired start of Leave. You will be asked to confirm anticipated commencement date and expected absence period.

4. In any event, The Bay asks that it receive as much notice as possible of the start or end date of any Leave pursuant to this Policy.

#### **Leave to be Taken at One Time**

5. Once an employee has started a Leave, the entirety of such Leave must be taken at one time and cannot be split up.

#### **Group Benefit and Retirement & Savings Program Coverage During Leave**

6. An employee who wishes to continue to receive employment related group benefit and retirement & savings program coverage during a Leave pursuant to the Policy will need to complete the [Optional Benefit Continuance Form](#). If the form is not completed and submitted within two (2) weeks following the commencement of the Leave, optional group benefit coverage will be terminated. Contributions to the pension and/or retirement savings plans will be suspended until return to active employment from the Leave.

### **SALARY TOP UP PLAN**

**To Qualify**

7. To qualify to participate in The Bay's Salary Top Up Plan:

- (a) The employee must have applied for and be in receipt of Employment Insurance benefits (save and except during the employment insurance waiting period as described below, and save and except if the employee chooses to take 2 weeks or less of Leave); and
- (b) The employee must accept the terms of this Policy. By receiving and accepting the Salary Top Up under this Policy, the employee shall be deemed to have agreed to, and be bound by, the terms of this Policy.

**Quantum of Top Up**

8. In addition to any Employment Insurance benefits which the employee receives during a Leave pursuant to this Policy, the employee will be entitled to receive weekly supplemental payments ("Salary Top Up") from The Bay as follows:

- (a) Continuance of eighty-five percent (85%) of normal weekly wage earnings during the Employment Insurance waiting period, if any (defined as the period between making an application for Employment Insurance maternity or parental benefits and the receipt of those benefits), to a maximum of two (2) weeks; and
- (b) Eighty-five percent (85%) of normal weekly wage earnings, less any Employment Insurance Maternity Benefits or Standard Parental Benefits, for the duration of the employee's Leave pursuant to this Policy, to a maximum of twenty-eight (28) weeks. In the case of an employee who does not access Employment Insurance Maternity Benefits or Standard Parental benefits and instead elects to receive Extended Parental Benefits for all or part of this twenty-eight (28) week period, the employee will be entitled to a Salary Top Up equivalent to the difference between eighty-five percent (85%) of normal weekly wage earnings and the amount of Standard Parental Benefits the employee would have received had he or she elected to received Standard Parental Benefits.

For the purpose of this Policy, "Extended Parental Benefits" are Employment Insurance parental benefits paid for up to 61 weeks at a weekly benefit rate of 33% of the claimant's average weekly insurable earnings (to a maximum amount as determined by EI) and "Standard Parental Benefits" are Employment Insurance parental benefits paid for up to 35 weeks at a weekly benefit rate of 55% of the claimant's average weekly insurable earnings (to a maximum amount as determined by EI).

The employee shall provide confirmation of the amount of Standard Parental Benefits received from EI to their People Experience Business Partner in order to determine the quantum of the Salary Top Up.

**Return to Work**

9. If an employee has received a Salary Top Up from The Bay during a Leave pursuant to this Policy, the employee is required to return to active work at The Bay at the conclusion of the Leave.
10. Should the employee not meet this condition, or should the employee's employment terminate for cause or by resignation within six (6) months from the date of return to work following the Leave, the employee will be required to repay to The Bay the Salary Top Up received during the Leave pursuant to this Policy.
11. At the end of Leave, the employee will be reinstated to the same position held at the time the Leave commenced. If the position no longer exists, then they will be reinstated to a comparable position.
12. The employee must have executed a Salary Top-Up Agreement/Promissory Note, which represents acknowledgement to be bound both by this Policy and the Salary Top-Up Agreement/Promissory Note. Should the circumstance arise where an employee does not execute a Salary Top-Up Agreement/Promissory Note but nonetheless receives Salary Top-Up under this Policy, the employee shall be deemed to have agreed to, and be bound by, the terms of this Salary Top-Up Plan and the Salary Top-Up Agreement / Promissory Note

**Waiver**

13. The Bay may elect, at its sole discretion, to waive any breach or condition of this Policy, in which case such waiver shall not constitute a waiver of any further breaches or conditions of this Agreement.

*The terms and conditions of this Policy are within the sole discretion of The Bay, and may be amended from time to time upon notice to you.*

This is **Exhibit "L"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

# HUDSON'S BAY

March 20, 2025

DELIVERED VIA EMAIL [REDACTED]

Dear [REDACTED]

**RE: Maternity Leave Top-up Payments**

This letter is to advise you that **Hudson's Bay Company ULC** ("**Hudson's Bay**" or the "**Company**") will not be providing you with any further maternity or paternity leave top-up payments. This step is being taken in conjunction with the CCAA process described below.

On March 7, 2025, Hudson's Bay Company ULC, the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

The CCAA process provides the Company the opportunity to assess its restructuring options on a go-forward basis.

In addition to the termination of maternity and paternity payments, some important information to note. If you have continued payments through the benefits continuance process, coverage will continue until the end of March 2025.

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings, including any future claims process, will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [HUDSONSBAY@ALVAREZANDMARSAL.COM](mailto:HUDSONSBAY@ALVAREZANDMARSAL.COM).

Yours truly,



Brooke Ferguson  
CPXO  
Hudson's Bay

This is **Exhibit "M"**  
referred to in the Affidavit of Evan Marshall  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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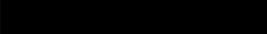
A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

# HUDSON'S BAY

April 8th, 2025

**Subject: Elimination of Commission**

Dear 

Please be advised that **Hudson's Bay Company ULC** ("Hudson's Bay" or the "Company") has made the decision to eliminate commission effective **April 20, 2025 (the "Effective Date")** in conjunction with its liquidation process, for all Associates who were previously eligible to receive commission. For certainty and clarity, should you be scheduled to work on the Effective Date or anytime thereafter, you will not be eligible to earn any commission, even if you are working in a commissionable department/role.

Additionally, your position and title will revert to "Sales Associate", as of the Effective Date. All other terms and conditions of your employment, including your most recent employment agreement and Company policies and procedures, remain in effect.

As you know, on March 7, 2025, **Hudson's Bay Company ULC**, the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, and various of its subsidiaries commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

As permitted by the amended initial order obtained by the Company in the CCAA proceedings, we will not be processing any termination or severance pay at this time. Further updates will be provided by the Company or the Monitor regarding a potential claims process for any claims you may have against the Company and access to the *Wages Earners Protection Program* operated by the Canadian government (Service Canada).

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings including any future claims process information will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [hbcemployees@alvarezandmarsal.com](mailto:hbcemployees@alvarezandmarsal.com).

Please know that this is a decision we have not taken lightly and appreciate your ongoing support throughout this liquidation process.

Yours truly,

**HUDSON'S BAY COMPANY ULC**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY et. al.**

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at **TORONTO**

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**AFFIDAVIT OF EVAN MARSHALL**

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Lawyers for Evan Marshall, Steven Karo and James  
Common and 415 other HBC employees and retirees

**TAB 3**

Court File No.: CV-25-00738613-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY** ULC COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC BAY HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.,

Applicants

**AFFIDAVIT OF STEVEN KARO**  
**(sworn April 23, 2025)**

**I, STEVEN KARO**, of the City of Hamilton, in the Province of Ontario, **MAKE OATH**  
**AND SAY:**

**A. Personal History**

1. I was the Division Vice President - Stores with The Hudson's Bay Company ULC ("**HBC**"), at their office located at 8925 Torbam Rd., Brampton, Ontario.
2. I worked with HBC for over 23 years. I started working with HBC in October 2000, as a store General Manager. For the next 18 years, I oversaw the operations of 11 HBC stores. In March 2019, I was promoted to Regional Operations Director of Eastern Canada. In September of that year, I was promoted to Divisional Vice President and District Manager. I remained in that position until HBC terminated my employment on April 29, 2024.

3. The termination of my employment occurred as part of the mass termination of approximately 100 HBC employees as part of a "realignment" of the HBC organizational structure. Attached hereto as **Exhibit "A"** is a copy of a media article by the Canadian Press titled "Hudson's Bay cuts jobs in 'realignment' of organizational structure", dated April 30, 2024. I have reviewed this media article and confirm that it is true. This "realignment" was approximately one year before March 7, 2025 when HBC applied to court for protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("**CCAA**").

4. Where the facts set out in this Affidavit are based on information provided to me by others, I have set out the source of the information and verily believe it to be true.

**B. HBC terminations of salary continuance pay and other benefits to date**

- **Termination of Salary Continuance Payments:** On March 17, 2025 (the same day as the comeback hearing), HBC told me, by way of a letter, that it would stop making payments towards the severance package that I negotiated with HBC, and under which the company agreed to continue my salary and benefits over a period of 18 months following my termination, ("**Salary Continuance**"). In that letter, HBC also wrote that all benefits coverage and DC pension contributions for the rest of my Salary Continuance Period would also be terminated, all contrary to my negotiated severance package. A copy of that letter, dated March 17, 2025 is attached hereto as **Exhibit "B"**.
- **Supplemental Pension Benefits Terminated:** On March 28, 2025, HBC sent a letter to all retirees who were participants in their Supplementary Executive Retirement Plan ("**SERP**") stating that it was terminating SERP payments from its general revenue and that retirees "will not receive any further payments or benefits under the part of the SERP that

was not pre-funded." Attached as **Exhibit "C"** is a copy of HBC's letter of March 28, 2025.

Further to that letter, on April 2, 2025, the Royal Trust Corporation of Canada wrote to HBC retirees who were SERP participants to advise that it was "proceeding with the necessary steps to wind up these SERPs as required by the Trust Agreements between HBC and Royal Trust." The letter informed SERP participants that KM was representing retirees of HBC and Zellers Inc. and that retirees "may wish to contact this law firm for further information". Attached as **Exhibit "D"** is a copy of Royal Trust Corporation of Canada's letter of April 2, 2025.

- **Retiree Benefits Terminated:** On April 11, 2025, HBC sent a letter to its retirees stating that it made the "decision to terminate the retiree life, health, and/or welfare benefits currently provided". These benefits would be terminated effective April 30, 2025. Attached as **Exhibit "E"** is a copy of HBC's letter of April 11, 2025.

**i. My personal claim against HBC**

5. As noted above, I had a Salary Continuance Agreement with HBC under which they would continue to pay me salary and benefits over a period of 18 months following my termination. I know of, and have spoken with, several other HBC employees who were terminated over the past two years and were also given Salary Continuance arrangements instead of a lump sum severance package.

6. The terms of my severance package are:

- (a) Payment equivalent to eighteen (18) months of my regular base salary (less statutory deductions and withholdings), payable from the HBC semi-monthly

payroll schedule from April 29, 2024 to October 29, 2025 (the "**Salary Continuance Period**"). This payment would be inclusive of any notice and severance that I am entitled to under minimum standards in the *Employment Standards Act, 2000*, S.O. 2000, c. 41 ("**ESA**");

- (b) Contribution of benefits from HBC throughout the Salary Continuance Period in respect of my entitlements to HBC benefits plan/program, including health, dental, life, and accidental death & dismemberment insurance; and
- (c) Contribution payments from HBC throughout the Salary Continuance Period in respect of my membership in the defined contribution ("**DC**") component of the Hudson's Bay Company Pension Plan (Registration No. 0291419).

7. I have a claim against HBC calculated as follows:

- (a) Notice and severance owing for the balance of the Salary Continuance Period of \$113,328.00;
- (b) Terminated benefit coverage valued at approximately \$1,042.54 in respect of terminated health, dental and life insurance benefits;
- (c) Unpaid car allowance of \$11,200.00; and
- (d) Unpaid defined contribution pension contributions owing during the Salary Continuance Period of \$6,799.68.

**C. KM should be Appointed Representative Counsel**

8. I, and the other former employees I have spoken with, do not have the means to individually pursue our claims related to pension, termination, severance, retirement payments and other benefit

claims. This is especially true now that HBC has discontinued my Salary Continuation. In addition, this CCAA proceeding seems to be moving at fast pace towards a full liquidation and shut down of HBC. I cannot fully understand every development in these proceedings, and I need a reliable lawyer who I can trust to advocate for me and the other employees and retirees. As such, I believe that there is an urgent need to appoint KM as Representative Counsel for all non-unionized employees and retirees of HBC (the "**Non-Union Employees and Retirees**").

9. I am a member of an Employee Committee of ten Non-Union Employees organized by KM to meet and discuss issues that impact employees in the CCAA proceedings and to provide the firm further directions. I, along with other Committee members, speak with dozens of terminated and active Non-Union Employee, as well as Retirees, across Canada to relay the information discussed at the committee level.

10. I, along with other Committee members, are satisfied and very grateful that KM is assisting us and providing legal advice in a difficult time for the Non-Union Employees and Retirees. As noted above, there are several concerns impacting us, including: (i) the accurate calculation of our claims for unpaid severance pay and other amounts owing to us by HBC; (ii) analyzing motions brought by other creditors and stakeholders in this proceeding (such as the recent motion brought by lenders, and supported by HBC, for approval of a Restructuring Support Agreement that would limit the likelihood of appointing representative counsel for Non-Union Employees and Retirees); (iii) issues arising from the Non-Union Employee and Retiree health and life insurance benefits recently terminated by HBC; and (iv) corresponding with the Financial Services Regulatory Authority and the newly appointed administrator of the Hudson's Bay Company Pension Plan, TELUS Health (Canada) Ltd.

11. I am advised by Andrew Hatnay of KM and believe that the Hudson's Bay Company Pension Plan will likely be wound up and its assets distributed. In light of the pension issues that may arise for the Non-Union Employees and Retirees during the wind-up process, it is crucial that we are represented by a firm that also has expertise in pensions such as, KM.

12. I have researched the legal practice of KM and believe that they are the best and most equipped to address the concerns and protect the rights of the Non-Union Employees and Retirees, including advancing claims appropriately to provide us with the best possible outcome.

13. I am advised by Andrew Hatnay of KM and believe that KM has extensive experience representing employees and retirees in insolvency proceedings in jurisdictions across Canada (including Quebec, British Columbia, Alberta, and Newfoundland and Labrador) and has been appointed Representative Counsel by the courts in Ontario and other provinces in many similarly high-profile insolvency cases, including *Sears Canada Inc.*, *U.S. Steel Canada Inc. (Stelco)*, *Nortel Networks Inc.*, *Target Canada Inc.*, *Wabush Mines (Quebec)*, *Eaton's*, *Shaw Group*, *Hollinger Canadian Publishing Co.*, *Catalyst Paper (B.C.)*, *Saan Stores*, *Dylex*, and *Metroland Media Group Ltd.*, as well as other insolvency proceedings.

14. On April 7, 2025, lawyers for HBC wrote to KM that they would "select" a representative counsel for the Non-Union Employees and Retirees and requested that written proposals for this role be submitted by law firms by 5:00 pm on April 10, 2025.

15. I am advised by KM and believe that this approach is both unconventional and not independent and the selection process has not been approved by the Court. To date, HBC has demonstrated that it is an adverse party to the Non-Union Employees and Retirees and is in a conflict of interest to us.

16. On April 17, 2025, HBC announced that it had selected a law firm called Ursel Phillips Fellows Hopkinson LLP to be representative counsel to the Non-Union Employees and Retirees. HBC filed motion materials for a Court order to appoint the firm.

17. I and the other committee members oppose HBC's motion. I do not trust HBC to select another law firm to act on my behalf and I do not want to be represented by a firm chosen by the company.

18. I do not believe HBC will make an independent and fair selection of a lawyer for me and all other Non-Union Employees and Retirees.

19. I am also advised by KM that it is the role of the Court to appoint a representative counsel. It is not the role of HBC, who is an adverse party with a conflict of interest against the employees and retirees, to select the law firm to represent the employees and retirees who are already involved in the proceeding and will likely have to take legally adversarial positions against HBC. HBC's selection process is not independent and as such is unfair to the employees and retirees.

20. KM's proposed mandate as Representative Counsel to the Non-Union Employees and Retirees in this matter would include:

- determining the amounts owing to the Non-Union Employees and Retirees for payment in lieu of notice, severance pay, terminated benefits, and other amounts;
- calculating and advancing the secured claim priority applicable to HBC's contributions owing to the DC component of the Hudson's Bay Company Pension Plan;
- coordinating with HBC and the Monitor to develop a consistent legal methodology for calculating all of the Non-Union Employees' severance claims according to the applicable law across Canada;

- continuing to liaise with the Employee and Retiree Committee;
- preparing a Non-Union Employees' omnibus Proof of Claim to be filed in the proceeding and also for the purpose of obtaining WEPP payments;
- streamlining the Non-Union Employees and Retirees' claims and acting as a single point of contact for all Non-Union Employee and Retiree claims to prevent a multiplicity of different Non-Union Employee and Retiree claims with different legal methodologies, thereby generating overall cost-saving for the company, its estate and other creditors;
- settling claims as required in cases of individual Non-Union Employee or Retiree disputes, or applying to the court for direction to settle such a dispute;
- if necessary, bringing any motions in the CCAA process to ensure that the Non-Union Employees may qualify for, and receive, payments under WEPP;
- assisting Non-Union Employees with preparing documentation and applying for payments under WEPP; and
- reviewing and responding to any motions and other court proceedings as necessary brought by the company, the Monitor or other stakeholders to ensure that the Non-Union Employees and Retirees have appropriate representation;

21. I am advised by Andrew Hatnay of KM and believe that KM has the established infrastructure and capability to ensure that Non-Union Employees and Retirees receive all requisite information and updates throughout the CCAA proceeding. KM has a separate communications department with a manager, two supervisors, and nine full-time clerks that can engage with Non-

Union Employees and Retirees through various media and communicate with them in both, English and French. The communications department is supervised by KM lawyers.

22. Furthermore, I am advised by Andrew Hatnay of KM and believe that the communications department of the firm has been involved in several employee and pension related insolvency proceedings, including proceedings where the representative class consisted of over 10,000 members. With respect to the HBC CCAA proceeding, the KM communications department has received and responses to inquiries from approximately 400 Non-Union Employees and Retirees.

23. I am advised by Andrew Hatnay of KM and believe that if the court appoints KM as Representative Counsel, KM will send a notice to all Non-Union Employees and Retirees explaining the terms of the appointment, including a process for opting out of representation by KM should an individual Non-Union Employee or Retiree wish to do so.

24. I swear this Affidavit in good faith and in support of this motion to appoint me as Representative, and KM as Representative Counsel to the HBC Non-Union Employees and Retirees and for no improper purpose.

**SWORN REMOTELY** by Steven Karo of the City of Hamilton, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario, on April 23, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

Abir Shamim  
LSO# 88251V



\_\_\_\_\_  
**STEVEN KARO**

This is **Exhibit "A"**  
referred to in the Affidavit of Steven Karo  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

## Hudson's Bay cuts jobs in 'realignment' of organizational structure



A Hudson's Bay Company store in Toronto is shown on Monday, January 27, 2014. Hudson's Bay Co. has announced layoffs as part of a "realignment" of its organizational structure. THE CANADIAN PRESS/Nathan Denette



**By The Canadian Press**

Posted April 30, 2024 10:28 pm.

Last Updated April 30, 2024 10:42 pm.

TORONTO — Hudson’s Bay Co. has announced layoffs as part of a “realignment” of its organizational structure.

The company says fewer than 100 people are affected, representing less than one per cent of its workforce.

It says the organization is “right-sizing” to ensure the long-term success of its business, citing pressures in the Canadian retail sector.

The move comes almost exactly a year after Hudson’s Bay laid off 250 people in corporate roles.

It was the company’s second round of cutbacks in 2023, with about 250 other people laid off that January as well.

The layoffs that year were also blamed on heavy economic pressures in the retail industry.

This report by The Canadian Press was first published April 30, 2024.

The Canadian Press

 [Submit a Correction](#)    [Accessibility Feedback](#)

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## Top Stories

This is **Exhibit "B"**

referred to in the Affidavit of Steven Karo  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V

# HUDSON'S BAY

March 17, 2025

DELIVERED VIA EMAIL [REDACTED]

Steven Karo  
[REDACTED]

Dear Steven,

**RE: Termination of Salary Continuance Payments**

This letter is to advise you that **Hudson's Bay Company ULC** ("**Hudson's Bay**" or the "**Company**") will cease providing salary continuance payments to you effective immediately. This step is being taken in conjunction with the CCAA process described below.

On March 7, 2025, Hudson's Bay Company ULC, the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

The CCAA process provides the Company the opportunity to assess its restructuring options on a go-forward basis.

In addition to the termination of the salary continuance payments, some important information to note:

- Your benefits have ceased effective immediately.
- If you are in the pension plan, your final pension contribution will be deposited into your pension account at Manulife by the end of April.
- Your ROE will be sent out as soon as possible.

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings, including any future claims process, will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [HUDSONSBAY@ALVAREZANDMARSAL.COM](mailto:HUDSONSBAY@ALVAREZANDMARSAL.COM).

Please know that this is a decision we have not taken lightly. We thank you for your contribution to Hudson's Bay and we wish you success in your future career endeavors.

Yours truly,

A handwritten signature in black ink, appearing to read 'BF', enclosed within a circular scribble.

Brooke Ferguson  
CPXO  
Hudson's Bay

This is **Exhibit "C"**  
referred to in the Affidavit of Steven Karo  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V



March 28, 2025

Dear SERP Participant,

**RE: SERP Termination Letter**

As you know, on March 7, 2025, **Hudson's Bay Company ULC** ("**Hudson's Bay**" or the "**Company**"), the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, and various of its subsidiaries commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). *The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.*

We are writing to you because you have accrued a benefit under the *Hudson's Bay Company Supplementary Executive Retirement Plan* (the "**SERP**").

Your SERP benefit is **partially** pre-funded through a trust. The portion of your SERP benefit that was not pre-funded was being paid from the Company's general revenue. **This letter is to notify you that because of the Company's insolvency:**

- 1. For the part of your accrued SERP benefit that is currently funded**, the Company expects that the trustee, the Royal Trust Corporation of Canada, will initiate a wind-up of the trust based on the terms of the trust agreement. Royal Trust Corporation of Canada will issue you payments, which may be reduced or adjusted in accordance with the direction of an actuary. For clarity, the Company will not make any payments to fund the trust or in respect of any SERP benefits.
- 2. For the part of your accrued SERP benefit that was not pre-funded**, the Company has stopped all SERP payments from its general revenue. As such, you will not receive any further payments or benefits under the part of the SERP that was not pre-funded.

Please contact RCA Account Management of RBC Royal Trust at [royaltrx@rbc.com](mailto:royaltrx@rbc.com) for further information.

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings including any future claims process information will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [hbcemployees@alvarezandmarsal.com](mailto:hbcemployees@alvarezandmarsal.com).

This is **Exhibit "D"**

referred to in the Affidavit of Steven Karo  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V



Wealth Management  
Royal Trust

**Royal Trust Corporation of Canada**  
155 Wellington St. W., 20th Floor  
Toronto, ON M5V 3K7

April 2, 2025

Dear SERP Participant,

You should be in receipt of a letter from Hudson's Bay Company ULC ("HBC") dated March 28, 2025, regarding the termination of a supplemental retirement plan (known as a "retirement compensation arrangement", referred to in HBC's letter and in this letter as a Supplementary Executive Retirement Plan "SERP") of which you are a participant.

RBC Royal Trust ("Royal Trust") is the trustee of four trust funds HBC paid into, to make payments for four SERPs which serve a small amount of HBC and Zellers Inc retirees. As HBC has now terminated these four SERPs, Royal Trust is proceeding with the necessary steps to wind up these SERPs as required by the Trust Agreements between HBC and Royal Trust.

Our next step for the wind-up of the SERPs is to engage an actuary to determine what each participant of each plan is entitled to as a final lump-sum payment, if applicable. We anticipate these calculations will take the actuary some time to complete, and all participants will be contacted regarding their calculated payment(s) once these estimates are finalized.

We also anticipate any final payment(s) to participants will not occur for at least six months. Further, some payments will depend on the receipt of refundable tax from Canada Revenue Agency, and it may take many months longer to receive these amounts.

In the meantime, we urge you to contact the monitor for the HBC creditor arrangement proceedings, Alvarez and Marsal Canada Inc., as set out in the March 28, 2025, letter to you from HBC for further information on your rights as a creditor of HBC. We understand that at least one law firm, Koskie Minsky LLP, has provided information to the Court requesting appointment of counsel for the employees of HBC, including retirees of HBC and Zellers Inc., to protect their interests in the HBC creditor arrangement proceedings, and **you may wish to contact this law firm for further information or obtain your own legal advice as to your rights and how to pursue them.** Royal Trust has no right to demand further funding of the SERPs on behalf of the participants or to enforce the participants' rights against HBC. **To be clear - Royal Trust did not make the decision to terminate the SERPs, nor is it involved in the creditor arrangement proceedings on behalf of the participants of the SERPs.**

For updates on the progress of the wind-up of the SERPs or for questions related to Royal Trust's role as trustee, please email [royaltrx@rbc.com](mailto:royaltrx@rbc.com).

Sincerely,

Institutional Trust Services, RBC Royal Trust

This is **Exhibit "E"**

referred to in the Affidavit of Steven Karo  
sworn before me this 23<sup>rd</sup> day of April, 2025.



---

A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V



April 11, 2025

Dear HBC Retiree,

**RE: Termination Letter – Retiree Benefits**

On March 7, 2025, **Hudson's Bay Company ULC** ("**Hudson's Bay**" or the "**Company**"), the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, and various of its subsidiaries commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

In conjunction with its insolvency, the Company has made the difficult decision to terminate the retiree life, health, and/or welfare benefits currently provided to you (the "**Retiree Benefits**").

**This letter is to notify you that, effective April 30<sup>th</sup>, 2025, the Retiree Benefits coverage will terminate.** You will not be able to claim any health, or drug, or dental reimbursements under the Retiree Benefits Plan after April 30, 2025. After April 30, 2025, you will also stop being covered by any life insurance that was provided as part of the Retiree Benefits.

You are responsible for replacing any such benefits, as you require and as is available. Because of the insolvency, the Company cannot provide any replacement coverage or any payments or compensation for replacement coverage or for the loss of the Retiree Benefits.

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings including any future claims process information will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [hbcemployees@alvarezandmarsal.com](mailto:hbcemployees@alvarezandmarsal.com).

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY et. al.**

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at **TORONTO**

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**AFFIDAVIT OF STEVEN KARO**

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Lawyers for Evan Marshall, Steven Karo and James  
Common and 415 other HBC employees and retirees

**TAB 4**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY ULC** COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC BAY HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.,

Applicants

**AFFIDAVIT OF JAMES COMMON**  
**(sworn April 23, 2025)**

**I, JAMES COMMON**, of the City of Toronto, in the Province of Ontario, **MAKE OATH**  
**AND SAY:**

1. I am a retiree of The Hudson's Bay Company ULC ("**HBC**"). I am in receipt of a monthly pension benefits from the Hudson's Bay Company Pension Plan (the "**HBC Plan**"; Reg. No. 291419).
2. I started my retail career on April 24, 1980 working with the Robert Simpson Company Ltd. ("**Simpsons**") as a floor salesman at the Queen and Yonge Street location in Toronto, Ontario. In 1978, HBC purchased Simpsons and later converted the Simpsons stores to HBC stores in the early 1990s. I worked in the furniture department and was paid by commission that I earned through furniture sales. I remained a sales associate until I retired on March 29, 2018.

3. While I was an employee of Simpsons, I was also a member of the Simpsons Defined Benefit Pension Plan (the "**Simpsons Plan**") where I earned pension benefits payable to me when I retired. The Simpsons Plan is a *contributory* defined benefit ("**DB**") pension plan, meaning that I was required to contribute a portion of my pay deducted from each of my paychecks to the pension fund of the plan, which contributed to the funded status of that pension plan. Over the years, the Simpsons Plan developed a significant pension plan surplus which means that the assets in the plan were more than the liabilities.

4. HBC acquired Simpsons in 1978, and as part of the acquisition, HBC also took over the administration of the Simpsons Plan. I and the other former Simpsons employees continued to earn DB pensions and we continued to contribute to the funding of our benefits through deductions from our paychecks.

5. HBC amended the pension plan arrangements to merge other employees from its other divisions such as Kmart and Zellers who earned pension benefits under a defined contribution ("**DC**") arrangement, together with the former Simpsons plan members. At that time, HBC also re-named the Simpsons Plan the "Dumai Pension Plan" (the "**Dumai Plan**").

6. A DC pension plan, also known as a "money purchase plan", is essentially a collection of individual RRSP-type accounts where the employer contributes a fixed percentage of pay to each employee's account along with a fixed employee contribution, and the total is then invested along with the funds selected by the employee. The employee can withdraw from these funds in retirement for retirement income.

7. After merging in the Zellers and Kmart employees, HBC then began to divert the surplus from the Dumai Plan (formerly the Simpsons Plan) to pay for its contributions owing to the DC accounts of the Kmart and Zellers employees.

8. In 2002, I and a group of other former Simpsons employees who were members of the Dumai Plan, brought a class action against HBC arguing that the company was improperly taking the surplus from our pension plan and using it to pay for its own required contributions to the DC accounts of the Zellers and Kmart employees. The case went to trial and Justice Wilton-Siegel made two rulings:

- (a) HBC could utilize the surplus originating from the Dumai Plan (the former Simpson's surplus) while the pension plan was on-going to fund its required contributions to the DC accounts of other employees who were now members of the same plan; and
- (b) the Dumai Plan was impressed with the trust in favor of the Simpsons Plan members, and on the wind-up of the Dumai Plan, any surplus remaining in the Plan would be payable to the plan members.<sup>1</sup>

9. HBC appealed the ruling that the plan members are entitled to surplus on the wind up of the Plan to the Ontario Court of Appeal. The Ontario Court of Appeal ruled against HBC and confirmed that the trial judge was correct in holding that on the wind up of the Plan, the plan

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<sup>1</sup> *Sutherland v Hudson's Bay Company*, [2007] OJ No 2979 (ONSC), 2007 CanLII 30293.

members are entitled to the surplus.<sup>2</sup> HBC did not seek leave to appeal to the Supreme Court of Canada.

10. On January 1, 2002, I believe that HBC merged the Dumai Pension Plan with the HBC Plan, which was itself a pension plan with DB and DC components. I became a member of the HBC Plan.

11. In the ensuing years following the Court of Appeal decision, the issue of surplus ownership and its distribution to the HBC Plan members was relatively uneventful as far as I was aware because HBC was continuing to operate and the plan was not wound up. I did observe, however, that on my annual pension statement HBC began to add a notation that, despite the findings of the Ontario courts, on the wind up of the HBC Plan, the company claimed that it is entitled to the surplus on the wind up of the Plan. This statement appears contradictory to the ruling of the Ontario Court of Appeal.

12. In March 2025, I was shocked to learn that HBC had suddenly become insolvent and applied to the court for protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("*CCAA*"). The company then proceeded to start a liquidation process of 87 of its 93 stores across Canada. HBC states that it is trying to restructure its remaining six stores.

13. I continue to receive my monthly pension benefits without reduction. Attached hereto as **Exhibit "A"** are my Pension Annual Statements from 2018 to 2023 which shows that the pension plan is fully funded and has a surplus.

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<sup>2</sup> *Sutherland v Hudson's Bay Company*, 2011 ONCA 606.

14. On April 3, 2025, the Ontario pension regulator, the Financial Services Regulatory Authority of Ontario ("**FSRA**"), appointed TELUS Health (Canada) Ltd. ("**Telus Health**") as the administrator of the HBC Plan under Ontario's *Pension Benefits Act*, R.S.O. 1990, c. P.8.

15. I am advised by Andrew Hatnay of Koskie Minsky LLP ("**KM**") and believe that in the context of a liquidation shutdown of a company, it is common for the provincial regulator to appoint a replacement administrator in part to ensure that the plan continues to function and pay all benefits to retirees, and is not abandoned while the company is liquidating and employees are being terminated.

**HBC terminates retiree health benefits**

16. On April 11, 2025, HBC sent a letter to its retirees stating that it made the "decision to terminate the retiree life, health, and/or welfare benefits currently provided". These benefits would be terminated effective April 30, 2025. We earned these benefits as part of our compensation as employees with HBC. The benefits were valuable to retirees as it covers many medical expenses. The termination is a big loss as we will now have to pay these expenses ourselves. Attached as **Exhibit "B"** is a copy of HBC's letter of April 11, 2025.

17. I am also advised by Andrew Hatnay of KM and believe that as HBC continues to liquidate and shut down, the administrator will direct the wind up of the pension plan. The wind up will involve the distribution of all assets of the HBC Plan including this surplus and trigger the application of the Ontario Court of Appeal's decision in *Sutherland v. Hudson's Bay Company*, 2011 ONCA 606.

18. I have retained KM for representation on this, amongst other, issues with HBC and instructed Andrew J. Hatnay of KM to bring forward a motion to be appointed representative counsel to the to the Non-Union Employees and Retirees.

19. I am satisfied and grateful that KM is assisting us and providing legal advice in a difficult time for the Non-Union Employees and Retirees. As noted above, there are several concerns impacting the retirees, including: (i) analyzing motions brought by other creditors and stakeholders in this proceeding (such as the recent motion brought by lenders, and supported by HBC, for approval of a Restructuring Support Agreement that would limit the likelihood of appointing representative counsel for Non-Union Employees and Retirees); (iii) issues arising from the Non-Union Employee and Retiree health and life insurance benefits recently terminated by HBC; and (iv) corresponding with FSRA and Telus Health as the newly appointed administrator of the Hudson's Bay Company Pension Plan.

20. In light of the pension issues that may arise for the Non-Union Employees and Retirees during a future wind-up process, it is crucial that we are represented by a firm with an expertise in both employee issues and pensions such as, KM.

21. I am familiar with the legal practice of KM and believe that they are the best and most equipped to address the concerns and protect the rights of the Non-Union Employees and Retirees, including advancing claims appropriately to provide us with the best possible outcome.

22. I am advised by Andrew Hatnay of KM and believe that KM has extensive experience representing employees and retirees in insolvency proceedings in jurisdictions across Canada (including Quebec, British Columbia, Alberta, and Newfoundland and Labrador) and has been appointed Representative Counsel by the courts in Ontario and other provinces in many similarly

high-profile insolvency cases, including *Sears Canada Inc.*, *U.S. Steel Canada Inc. (Stelco)*, *Nortel Networks Inc.*, *Target Canada Inc.*, *Wabush Mines (Quebec)*, *Eaton's*, *Shaw Group*, *Hollinger Canadian Publishing Co.*, *Catalyst Paper (B.C.)*, *Saan Stores*, *Dylex*, and *Metroland Media Group Ltd.*, as well as other insolvency proceedings.

23. On April 7, 2025, lawyers for HBC wrote to KM that they would select a representative counsel for the Non-Union Employees and Retirees and requested that written proposals for this role be submitted by law firms by 5:00 pm on April 10, 2025.

24. I am advised by Andrew Hatnay of KM and believe that this approach is both unconventional and not independent and the selection process has not been approved by the Court. To date, HBC has demonstrated that it is an adverse party to the Non-Union Employees and Retirees and is in a conflict of interest to us.

25. On April 17, 2025, HBC announced that it had selected a law firm called Ursel Phillips Fellows Hopkinson LLP to be representative counsel to the Non-Union Employees and Retirees. HBC filed motion materials for a Court order to appoint the firm.

26. I oppose HBC's motion. I do not trust HBC to select another law firm to act on my behalf and I do not want to be represented by a firm chosen by the company.

27. I am also advised by KM that it is the role of the Court to appoint a representative counsel. It is not the role of HBC, which is an adverse party with a conflict of interest against Non-Union Employees and Retirees, to select the law firm to represent the employees and retirees who are already involved in the proceeding and will continue to take legally adversarial positions against HBC. HBC's selection process is not independent and is unfair.

28. KM's proposed mandate as Representative Counsel to the Non-Union Employees and Retirees in this matter would include:

- determining the amounts owing to the Non-Union Employees and Retirees for payment in lieu of notice, severance pay, terminated benefits, and other amounts;
- calculating and advancing the secured claim priority applicable to HBC's contributions owing to the DC component of the Hudson's Bay Company Pension Plan;
- coordinating with HBC and the Monitor to develop a consistent legal methodology for calculating all of the Non-Union Employees' severance claims according to the applicable law across Canada;
- continuing to liaise with the Employee and Retiree Committee;
- preparing a Non-Union Employees' omnibus Proof of Claim to be filed in the proceeding and also for the purpose of obtaining WEPP payments;
- streamlining the Non-Union Employees and Retirees' claims and acting as a single point of contact for all Non-Union Employee and Retiree claims to prevent a multiplicity of different Non-Union Employee and Retiree claims with different legal methodologies, thereby generating overall cost-saving for the company, its estate and other creditors;
- settling claims as required in cases of individual Non-Union Employee or Retiree disputes, or applying to the court for direction to settle such a dispute;

- if necessary, bringing any motions in the *CCAA* process to ensure that the Non-Union Employees may qualify for, and receive, payments under WEPP;
- assisting Non-Union Employees with preparing documentation and applying for payments under WEPP; and
- reviewing and responding to any motions and other court proceedings as necessary brought by the company, the Monitor or other stakeholders to ensure that the Non-Union Employees and Retirees have appropriate representation;

29. I am advised by Andrew Hatnay of KM and believe that KM has the established infrastructure and capability to ensure that Non-Union Employees and Retirees receive all requisite information and updates throughout the *CCAA* proceeding. KM has a separate communications department with a manager, two supervisors, and nine full-time clerks that can engage with Non-Union Employees and Retirees through various media and communicate with them in both, English and French. The communications department is supervised by KM lawyers.

30. Furthermore, I am advised by Andrew Hatnay of KM and believe that the communications department of the firm has been involved in several pension related insolvency proceedings, including proceedings where the representative class consisted of over 10,000 members. With respect to the HBC *CCAA* proceeding, the KM communications department has received and responses to inquiries from approximately 400 Non-Union Employees and Retirees.

31. I am advised by Andrew Hatnay of KM and believe that if the court appoints KM as Representative Counsel, KM will send a notice to all Non-Union Employees and Retirees

explaining the terms of the appointment, including a process for opting out of representation by KM should an individual Non-Union Employee or Retiree wish to do so.

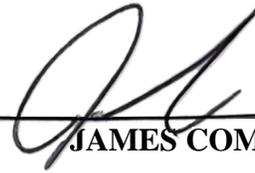
32. I swear this Affidavit in good faith and in support of this motion to appoint me as Representative, and KM as Representative Counsel to the HBC Non-Union Employees and Retirees and for no improper purpose.

**SWORN REMOTELY** by James Common of the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario, on April 23, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

Abir Shamim  
LSO# 88251V



\_\_\_\_\_  
**JAMES COMMON**

This is **Exhibit "A"**  
referred to in the Affidavit of James Common  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V



**HUDSON'S BAY COMPANY  
PENSION PLAN**  
(Registration No. 0291419)

***Dumai Pension Statement***

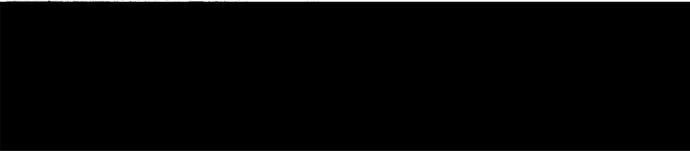
JAMES COMMON

2383



We are pleased to provide you with your pension statement as of December 31, 2018. This statement summarizes the main features of your entitlement under the Hudson's Bay Company Pension Plan (the "Plan"). You should read your statement carefully and keep it for future reference. The information contained in this statement covers the period from **January 1, 2018 to December 31, 2018**.

**Your Personal Data**



**General Information**

The Hudson's Bay Company Pension Plan is registered with the Ontario Pension Benefits Act and the Canada Revenue Agency under number 0291419. Hudson's Bay Company is the administrator of the Plan.

**Contact person**

For any additional information, please contact Pension & Retirement Programs Department at 698 Lawrence Avenue West, 2nd Floor, Toronto ON M6A 3A5.

**Your Retirement Benefits**



**Statement of Investment Policies and Procedures**

The administrator of the Plan must establish a statement of investment policies and procedures (SIPP) that contains: (i) the investment policies and procedures in respect of the Plan's portfolio of investments and loans; and (ii) information about whether environmental, social and governance factors are incorporated into the Plan's investment policies and procedures and, if so, how those factors are incorporated.

You may inspect:

- any SIPP of the Plan at the Hudson's Bay Company's office or obtain by mail or electronically copies of those documents by submitting a written request to the Pension & Retirement Programs Department and after payment of applicable fees; and
- the most recent SIPP of the Plan at the office of the Superintendent of Financial Services of Ontario during business hours or obtain by mail or electronically copies of the most recent SIPP by submitting a written request to the Superintendent's office and after payment of applicable fees.

**Death Benefits**

Your form of pension payment is a lifetime pension, guaranteed for 120 months and continuing at 100% after your death for your spouse's lifetime.

If you die before receiving 120 monthly payments, your spouse will receive 100% of your pension for the balance of the 120 monthly payments. After the 120-month period, your spouse will receive a lifetime pension equal to 100% of the amount you were receiving when you died.

If both you and your spouse die before receiving 120 monthly payments, your beneficiary if you die after your spouse, or your spouse's estate if your spouse dies after you, will receive 100% of your pension for the balance of the 120 monthly payments.

## Financial Position of the Plan

Based on the most recent actuarial valuation of the Plan (as at January 1, 2018), the assets of the Plan were sufficient to cover the going concern liabilities as well as the solvency or wind-up liabilities. On January 1, 2018, the transfer ratio of the Plan was 129% and the solvency surplus was \$139.91 million. HBC filed a cost certificate for the Plan as at January 1, 2019 with the pension regulator which disclosed an estimated transfer ratio\* of 125%.

The transfer ratio measures the Plan's funded status on a solvency basis. A transfer ratio of 100% or above means that, if the Plan had been terminated on that date, the fund's assets would have been sufficient to provide all benefits accrued under the Plan to that date.

All or part of the surplus can be used to pay Company contributions or may be refunded to the Company, subject to the prior consent of the Financial Services Commission of Ontario. During 2018, employer contributions for the Plan were made from the surplus and amounted to \$12.8 million.

This contribution holiday is permitted to continue in 2019 for the Plan because:

- the documents that create and support the Plan do not prohibit the reduction in contributions;
- it will not reduce the estimated transfer ratio of the Plan to less than 105%; and
- the Plan's Defined Benefit ('DB') going concern assets will be at least equal to the Plan's DB going concern liabilities plus the PfAD\*\* in respect of the DB going concern liabilities after the reduction of contributions for the period.

As a result, employer contributions will be made from surplus during the period from January 1, 2019 to December 31, 2019.

If the Plan were terminated, the assets of the plan would first be used for the payment of benefits to members or other persons entitled to benefits from the Plan. Any assets in excess of the liabilities of the Plan would then be refunded to the Company, or would be used as the Company may direct, subject to the requirements of the law.

*\*Estimated transfer ratio is calculated using the DB solvency assets and estimated DB solvency liabilities determined in the actuarial cost certificate.*

*\*\*Provision for adverse deviations.*

## Plan Amendment

The plan was restated effective January 1, 2018 to incorporate prior plan amendments, to reflect changes in applicable pension legislation, extend immediate vesting, recognize permitted foreign service accruals, extend portability rights, and reflect current administrative practices.

***This statement was prepared in collaboration with Mercer (Canada) Limited, a consulting firm for the Plan, based on data shown in the Pension Plan records as at December 31, 2018.***

***Every effort has been made to report information accurately, but the possibility of error exists. Should you notice any errors in this statement, please notify the Pension & Retirement Programs Department, so that company records and future statements can be corrected.***

***The benefits presented in this statement do not take into consideration the Plan's funded status or any tax withholding. Your specific rights and/or benefits will be contingent upon the forms and conditions of the laws and legal documents on which your plan is based. The information formulated in this statement is subject to these laws and legal documents, including but not limited to the Plan document, which will govern in the case of difference or error.***

***The Company reserves the right to amend or discontinue the Pension Plan at any time, provided that any benefit already accrued shall not be reduced.***



**HUDSON'S BAY COMPANY  
PENSION PLAN**  
(Registration No. 0291419)

**Dumai Pension Statement**

JAMES COMMON

1021

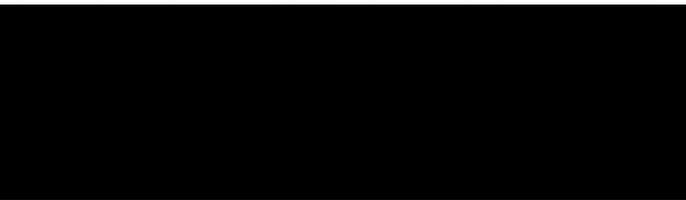


We are pleased to provide you with your pension statement as of December 31, 2019. This statement summarizes the main features of your entitlement under the Hudson's Bay Company Pension Plan (the "Plan"). You should read your statement carefully and keep it for future reference. The information contained in this statement covers the period from **January 1, 2019 to December 31, 2019**.

**Your Personal Data**



**Your Retirement Benefits**



**Death Benefits**

Your form of pension payment is a lifetime pension, guaranteed for 120 months and continuing at 100% after your death for your spouse's lifetime.

If you die before receiving 120 monthly payments, your spouse will receive 100% of your pension for the balance of the 120 monthly payments. After the 120-month period, your spouse will receive a lifetime pension equal to 100% of the amount you were receiving when you died.

If both you and your spouse die before receiving 120 monthly payments, your beneficiary if you die after your spouse, or your spouse's estate if your spouse dies after you, will receive 100% of your pension for the balance of the 120 monthly payments.

**General Information**

The Hudson's Bay Company Pension Plan is registered with the Ontario Pension Benefits Act and the Canada Revenue Agency under number 0291419. Hudson's Bay Company is the administrator of the Plan.

**Contact person**

For any additional information, please contact Pension & Retirement Programs Department at 698 Lawrence Avenue West, 2nd Floor, Toronto ON M6A 3A5.

**Statement of Investment Policies and Procedures**

The administrator of the Plan must establish a statement of investment policies and procedures (SIPP) that contains: (i) the investment policies and procedures in respect of the Plan's portfolio of investments and loans; and (ii) information about whether environmental, social and governance factors are incorporated into the Plan's investment policies and procedures and, if so, how those factors are incorporated.

**You may inspect:**

- any SIPP of the Plan at the Hudson's Bay Company's office or obtain by mail or electronically copies of those documents by submitting a written request to the Pension & Retirement Programs Department and after payment of applicable fees; and
- the most recent SIPP of the Plan at the office of the Chief Executive Officer of Financial Services Regulatory Authority of Ontario during business hours or obtain by mail or electronically copies of the most recent SIPP by submitting a written request to the office of the Chief Executive Officer and after payment of applicable fees.

## Financial Position of the Plan

Based on the most recent actuarial valuation of the Plan (as at January 1, 2018), the assets of the Plan were sufficient to cover the going concern liabilities as well as the solvency or wind-up liabilities. On January 1, 2018, the transfer ratio of the Plan was 129% and the solvency surplus was \$139.91 million. HBC filed a cost certificate for the Plan as at January 1, 2020 with the pension regulator which disclosed an estimated transfer ratio\* of 130%.

The transfer ratio measures the Plan's funded status on a solvency basis. A transfer ratio of 100% or above means that, if the Plan had been terminated on that date, the fund's assets would have been sufficient to provide all benefits accrued under the Plan to that date.

All or part of the surplus can be used to pay Company contributions or may be refunded to the Company, subject to the prior consent of the Financial Services Commission of Ontario. During 2019, employer contributions for the Plan were made from the surplus and amounted to \$12.1 million.

This contribution holiday is permitted to continue in 2020 for the Plan because:

- the documents that create and support the Plan do not prohibit the reduction in contributions;
- it will not reduce the estimated transfer ratio of the Plan to less than 105%; and
- the Plan's Defined Benefit ('DB') going concern assets will be at least equal to the Plan's DB going concern liabilities plus the PfAD\*\* in respect of the DB going concern liabilities after the reduction of contributions for the period.

As a result, employer contributions will be made from surplus during the period from January 1, 2020 to December 31, 2020.

If the Plan were terminated, the assets of the plan would first be used for the payment of benefits to members or other persons entitled to benefits from the Plan. Any assets in excess of the liabilities of the Plan would then be refunded to the Company, or would be used as the Company may direct, subject to the requirements of the law.

*\*Estimated transfer ratio is calculated using the DB solvency assets and estimated DB solvency liabilities determined in the actuarial cost certificate.*

*\*\*Provision for adverse deviations.*

## Plan Amendment

The pension plan was amended effective March 3rd, 2020 to reflect that the company name had been changed to Hudson's Bay Company ULC.

***This statement was prepared in collaboration with Mercer (Canada) Limited, a consulting firm for the Plan, based on data shown in the Pension Plan records as at December 31, 2019.***

***Every effort has been made to report information accurately, but the possibility of error exists. Should you notice any errors in this statement, please notify the Pension & Retirement Programs Department, so that company records and future statements can be corrected.***

***The benefits presented in this statement do not take into consideration the Plan's funded status or any tax withholding. Your specific rights and/or benefits will be contingent upon the forms and conditions of the laws and legal documents on which your plan is based. The information formulated in this statement is subject to these laws and legal documents, including but not limited to the Plan document, which will govern in the case of difference or error.***

***The Company reserves the right to amend or discontinue the Pension Plan at any time, provided that any benefit already accrued shall not be reduced.***



**HUDSON'S BAY COMPANY  
PENSION PLAN**  
(Registration No. 0291419)

***Dumai Pension Statement***

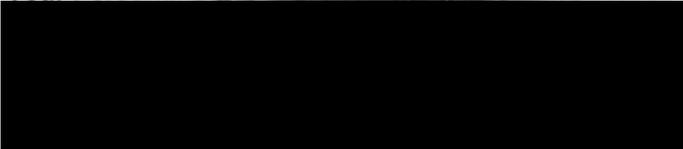
JAMES COMMON

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We are pleased to provide you with your pension statement as of December 31, 2020. This statement summarizes the main features of your entitlement under the Hudson's Bay Company Pension Plan (the "Plan"). You should read your statement carefully and keep it for future reference. The information contained in this statement covers the period from January 1, 2020 to December 31, 2020.

**Your Personal Data**



**Your Retirement Benefits**



**Death Benefits**

Your form of pension payment is a lifetime pension, guaranteed for 120 months and continuing at 100% after your death for your spouse's lifetime.

If you die before receiving 120 monthly payments, your spouse will receive 100% of your pension for the balance of the 120 monthly payments. After the 120-month period, your spouse will receive a lifetime pension equal to 100% of the amount you were receiving when you died.

If both you and your spouse die before receiving 120 monthly payments, your beneficiary if you die after your spouse, or your spouse's estate if your spouse dies after you, will receive 100% of your pension for the balance of the 120 monthly payments.

**General Information**

The Hudson's Bay Company Pension Plan is registered with the Ontario Pension Benefits Act and the Canada Revenue Agency under number 0291419. Hudson's Bay Company is the administrator of the Plan.

**Contact person**

For any additional information, please contact Pension & Retirement Programs Department at 698 Lawrence Avenue West, 2nd Floor, Toronto ON M6A 3A5.

**Statement of Investment Policies and Procedures**

The administrator of the Plan must establish a statement of investment policies and procedures (SIPP) that contains: (i) the investment policies and procedures in respect of the Plan's portfolio of investments and loans; and (ii) information about whether environmental, social and governance factors are incorporated into the Plan's investment policies and procedures and, if so, how those factors are incorporated.

You may inspect:

- any SIPP of the Plan at the Hudson's Bay Company's office or obtain by mail or electronically copies of those documents by submitting a written request to the Pension & Retirement Programs Department and after payment of applicable fees; and
- the most recent SIPP of the Plan at the office of the Chief Executive Officer of Financial Services Regulatory Authority of Ontario during business hours or obtain by mail or electronically copies of the most recent SIPP by submitting a written request to the office of the Chief Executive Officer and after payment of applicable fees.

## Financial Position of the Plan

Based on the most recent actuarial valuation of the Plan (as at January 1, 2020), the assets of the Plan were sufficient to cover the going concern liabilities as well as the solvency or wind-up liabilities. On January 1, 2020, the transfer ratio of the Plan was 138% and the solvency surplus was \$162.18 million. HBC filed a cost certificate for the Plan as at January 1, 2021 with the pension regulator which disclosed an estimated transfer ratio\* of 131%.

The transfer ratio measures the Plan's funded status on a solvency basis. A transfer ratio of 100% or above means that, if the Plan had been terminated on that date, the fund's assets would have been sufficient to provide all benefits accrued under the Plan to that date.

All or part of the surplus can be used to pay Company contributions or may be refunded to the Company, subject to the prior consent of the Financial Services Commission of Ontario. During 2020, employer contributions for the Plan were made from the surplus and amounted to \$10.1 million.

This contribution holiday is permitted to continue in 2021 for the Plan because:

- the documents that create and support the Plan do not prohibit the reduction in contributions;
- it will not reduce the estimated transfer ratio of the Plan to less than 105%; and
- the Plan's Defined Benefit ('DB') going concern assets will be at least equal to the Plan's DB going concern liabilities plus the PfAD\*\* in respect of the DB going concern liabilities after the reduction of contributions for the period.

As a result, employer contributions will be made from surplus during the period from January 1, 2021 to December 31, 2021.

If the Plan were terminated, the assets of the plan would first be used for the payment of benefits to members or other persons entitled to benefits from the Plan. Any assets in excess of the liabilities of the Plan would then be refunded to the Company, or would be used as the Company may direct, subject to the requirements of the law.

*\*Estimated transfer ratio is calculated using the DB solvency assets and estimated DB solvency liabilities determined in the actuarial cost certificate.*

*\*\*Provision for adverse deviations.*

## Plan Amendment

The Plan was amended effective September 15, 2020 to reflect a wider definition of full time employees.

The Plan was amended effective December 31, 2020 to change full time eligibility (and part time eligibility for employees in Manitoba) to 12 consecutive months of continuous service.

## Reminder to Keep Your Address Up-to-Date

It is important that we have your up-to-date address information on file. Retirees can update their address by contacting the Pension & Retirement Programs Department by email at [hbcpensions.generalinquiries@hbc.com](mailto:hbcpensions.generalinquiries@hbc.com), by mail at 698 Lawrence Avenue West, 2nd Floor, Toronto ON M6A 3A5 or by phone at 1-800-465-2301.

***This statement was prepared in collaboration with Mercer (Canada) Limited, a consulting firm for the Plan, based on data shown in the Plan records as at December 31, 2020.***

***Every effort has been made to report information accurately, but the possibility of error exists. Should you notice any errors in this statement, please notify the Pension & Retirement Programs Department, so that company records and future statements can be corrected.***

***The benefits presented in this statement do not take into consideration the Plan's funded status or any tax withholding. Your specific rights and/or benefits will be contingent upon the forms and conditions of the laws and legal documents on which your plan is based. The information formulated in this statement is subject to these laws and legal documents, including but not limited to the Plan document, which will govern in the case of difference or error.***

***The Company reserves the right to amend or discontinue the Plan at any time, provided that any benefit already accrued shall not be reduced.***



**HUDSON'S BAY COMPANY  
PENSION PLAN**  
(Registration No. 0291419)

***Dumai Pension Statement***

**JAMES COMMON**

**553**

We are pleased to provide you with your pension statement as of December 31, 2021. This statement summarizes the main features of your entitlement under the Hudson's Bay Company Pension Plan (the "Plan"). You should read your statement carefully and keep it for future reference. The information contained in this statement covers the period from **January 1, 2021 to December 31, 2021**.

**Your Personal Data**



**General Information**

The Hudson's Bay Company Pension Plan is registered with the Ontario Pension Benefits Act and the Canada Revenue Agency under number 0291419. Hudson's Bay Company is the administrator of the Plan.

**Contact person**

For any additional information, please contact Pension & Retirement Programs Department at 401 Bay Street, Suite 2802, Toronto, Ontario M5H 2Y4.

**Your Retirement Benefits**



**Statement of Investment Policies and Procedures**

The administrator of the Plan must establish a statement of investment policies and procedures (SIPP) that contains: (i) the investment policies and procedures in respect of the Plan's portfolio of investments and loans; and (ii) information about whether environmental, social and governance factors are incorporated into the Plan's investment policies and procedures and, if so, how those factors are incorporated.

You may inspect:

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- the most recent SIPP of the Plan at the office of the Chief Executive Officer of Financial Services Regulatory Authority of Ontario during business hours or obtain by mail or electronically copies of the most recent SIPP by submitting a written request to the office of the Chief Executive Officer and after payment of applicable fees.

**Death Benefits**

Your form of pension payment is a lifetime pension, guaranteed for 120 months and continuing at 100% after your death for your spouse's lifetime.

If you die before receiving 120 monthly payments, your spouse will receive 100% of your pension for the balance of the 120 monthly payments. After the 120-month period, your spouse will receive a lifetime pension equal to 100% of the amount you were receiving when you died.

If both you and your spouse die before receiving 120 monthly payments, your beneficiary if you die after your spouse, or your spouse's estate if your spouse dies after you, will receive 100% of your pension for the balance of the 120 monthly payments.

## Financial Position of the Plan

Based on the most recent actuarial valuation of the Plan (as at January 1, 2020), the assets of the Plan were sufficient to cover the going concern liabilities as well as the solvency or wind-up liabilities. On January 1, 2020, the transfer ratio of the Plan was 138% and the solvency surplus was \$162.18 million. HBC filed a cost certificate for the Plan as at January 1, 2022 with the pension regulator which disclosed an estimated transfer ratio\* of 143%.

The transfer ratio measures the Plan's funded status on a solvency basis. A transfer ratio of 100% or above means that, if the Plan had been terminated on that date, the fund's assets would have been sufficient to provide all benefits accrued under the Plan to that date.

All or part of the surplus can be used to pay Company contributions or may be refunded to the Company, subject to the prior consent of the Financial Services Commission of Ontario. During 2021, employer contributions for the Plan were made from the surplus and amounted to \$13.10 million.

This contribution holiday is permitted to continue in 2022 for the Plan because:

- the documents that create and support the Plan do not prohibit the reduction in contributions;
- it will not reduce the estimated transfer ratio of the Plan to less than 105%; and
- the Plan's Defined Benefit ('DB') going concern assets will be at least equal to the Plan's DB going concern liabilities plus the PfAD\*\* in respect of the DB going concern liabilities after the reduction of contributions for the period.

As a result, employer contributions will be made from surplus during the period from January 1, 2022 to December 31, 2022.

If the Plan were terminated, the assets of the plan would first be used for the payment of benefits to members or other persons entitled to benefits from the Plan. Any assets in excess of the liabilities of the Plan would then be refunded to the Company, or would be used as the Company may direct, subject to the requirements of the law.

*\*Estimated transfer ratio is calculated using the DB solvency assets and estimated DB solvency liabilities determined in the actuarial cost certificate.*

*\*\*Provision for adverse deviations.*

## Notice of the Amendment

Hudson's Bay Company ULC (the 'Company') is amending the Plan to provide an additional 2% employer contribution for active employees (except employees of The Bay) who are members of Part B of the Plan for the one-year period commencing the first pay period on or after July 1, 2022 and ending on the pay period which includes June 30, 2023.

Under the Ontario Pension Benefits Act, the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario will not register the amendment to the Plan described in this Notice of Amendment (the 'Notice') until 45 days have passed from the date on which this Notice was transmitted.

You have the right to submit comments about this amendment to the Company at Hudson's Bay Company ULC, 2802 - 401 Bay Street, Toronto, ON, M5H 2Y4, Attention: Pension & Retirement Department and to Financial Services Regulatory Authority, Pension Plans Branch, 25 Sheppard Avenue West, Suite 100, Toronto, ON, M2N 6S6.

## Reminder to Keep Your Address Up-to-Date

It is important that we have your up-to-date address information on file. Retirees can update their address by contacting the Pension & Retirement Programs Department by email at [hbcpensions.generalinquiries@hbc.com](mailto:hbcpensions.generalinquiries@hbc.com), by mail at 401 Bay Street, Suite 2802, Toronto, Ontario M5H 2Y4 or by phone at 1-800-465-2301.

***This statement was prepared in collaboration with Mercer (Canada) Limited, a consulting firm for the Plan, based on data shown in the Plan records as at December 31, 2021.***

***Every effort has been made to report information accurately, but the possibility of error exists. Should you notice any errors in this statement, please notify the Pension & Retirement Programs Department, so that company records and future statements can be corrected.***

***The benefits presented in this statement do not take into consideration the Plan's funded status or any tax withholding. Your specific rights and/or benefits will be contingent upon the forms and conditions of the laws and legal documents on which your plan is based. The information formulated in this statement is subject to these laws and legal documents, including but not limited to the Plan document, which will govern in the case of difference or error.***

***The Company reserves the right to amend or discontinue the Plan at any time, provided that any benefit already accrued shall not be reduced.***

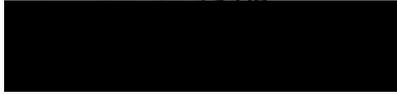


**HUDSON'S BAY COMPANY  
PENSION PLAN**  
(Registration No. 0291419)

***Dumai Pension Statement***

**JAMES COMMON**

**529**



We are pleased to provide you with your pension statement as of December 31, 2022. This statement summarizes the main features of your entitlement under the Hudson's Bay Company Pension Plan (the "Plan"). You should read your statement carefully and keep it for future reference. The information contained in this statement covers the period from **January 1, 2022 to December 31, 2022**.

**Your Personal Data**



**General Information**

The Hudson's Bay Company Pension Plan is registered with the Ontario Pension Benefits Act and the Canada Revenue Agency under number 0291419. Hudson's Bay Company is the administrator of the Plan.

**Contact person**

For any additional information, please contact Pension & Retirement Programs Department at 401 Bay Street, Suite 2802, Toronto, Ontario M5H 2Y4.

**Your Retirement Benefits**



**Statement of Investment Policies and Procedures**

The administrator of the Plan must establish a statement of investment policies and procedures (SIPP) that contains: (i) the investment policies and procedures in respect of the Plan's portfolio of investments and loans; and (ii) information about whether environmental, social and governance factors are incorporated into the Plan's investment policies and procedures and, if so, how those factors are incorporated.

You may inspect:

**Death Benefits**

Your form of pension payment is a lifetime pension, guaranteed for 120 months and continuing at 100% after your death for your spouse's lifetime.

If you die before receiving 120 monthly payments, your spouse will receive 100% of your pension for the balance of the 120 monthly payments. After the 120-month period, your spouse will receive a lifetime pension equal to 100% of the amount you were receiving when you died.

If both you and your spouse die before receiving 120 monthly payments, your beneficiary if you die after your spouse, or your spouse's estate if your spouse dies after you, will receive 100% of your pension for the balance of the 120 monthly payments.

- any SIPP of the Plan at the Hudson's Bay Company's office or obtain by mail or electronically copies of those documents by submitting a written request to the Pension & Retirement Programs Department and after payment of applicable fees; and
- the most recent SIPP of the Plan at the office of the Chief Executive Officer of Financial Services Regulatory Authority of Ontario during business hours or obtain by mail or electronically copies of the most recent SIPP by submitting a written request to the office of the Chief Executive Officer and after payment of applicable fees.

## Financial Position of the Plan

Based on the most recent actuarial valuation of the Plan (as at January 1, 2022), the assets of the Plan were sufficient to cover the going concern liabilities as well as the solvency or wind-up liabilities. On January 1, 2022, the transfer ratio of the Plan was 149% and the solvency surplus was \$188.64 million. HBC filed a cost certificate for the Plan as at January 1, 2023 with the pension regulator which disclosed an estimated transfer ratio\* of 147%.

The transfer ratio measures the Plan's funded status on a solvency basis. A transfer ratio of 100% or above means that, if the Plan had been terminated on that date, the fund's assets would have been sufficient to provide all benefits accrued under the Plan to that date.

All or part of the surplus can be used to pay Company contributions or may be refunded to the Company, subject to the prior consent of the Financial Services Commission of Ontario. During 2022, employer contributions for the Plan were made from the surplus and amounted to \$11.00 million.

This contribution holiday is permitted to continue in 2023 for the Plan because:

- the documents that create and support the Plan do not prohibit the reduction in contributions;
- it will not reduce the estimated transfer ratio of the Plan to less than 105%; and
- the Plan's Defined Benefit ('DB') going concern assets will be at least equal to the Plan's DB going concern liabilities plus the PfAD\*\* in respect of the DB going concern liabilities after the reduction of contributions for the period.

As a result, employer contributions will be made from surplus during the period from January 1, 2023 to December 31, 2023.

If the Plan were terminated, the assets of the plan would first be used for the payment of benefits to members or other persons entitled to benefits from the Plan. Any assets in excess of the liabilities of the Plan would then be refunded to the Company, or would be used as the Company may direct, subject to the requirements of the law.

*\*Estimated transfer ratio is calculated using the DB solvency assets and estimated DB solvency liabilities determined in the actuarial cost certificate.*

*\*\*Provision for adverse deviations.*

## Notice of the Amendment

Hudson's Bay Company ULC (the 'Company') is amending the Plan effective January 1, 2023 (i) to provide an additional 2% employer contribution for active employees of The Bay who are members of Part B of the Plan for a six month period effective the first pay period of 2023 and ending on the pay period which includes June 30, 2023, and (ii) the Company will make certain employer and employee contributions for Part B Members who are not covered under a Company provided salary top up plan for the period during a period of pregnancy (maternity) or parental leave of absence during which such member is receiving Federal employment insurance benefits up to a maximum of 18 months where such leave commenced on or after January 1, 2023.

The Company is also amending the Plan effective July 1, 2023 to provide an additional 2% employer contribution for active employees who are members of Part B of the Plan for the one year period effective the first complete pay period commencing on or after July 1, 2023 and ending on the last pay period which includes June 30, 2024.

Under the Ontario *Pension Benefits Act*, the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario will not register the amendments to the Plan described in this Notice of Amendment (the 'Notice') until 45 days have passed from the date on which this Notice was transmitted.

You have the right to submit comments about these amendments to the Company at Hudson's Bay Company ULC, 401 Bay Street, Suite 2802, Toronto, ON, M5H 2Y4, Attention: Pension Department and to Financial Services Regulatory Authority, Pension Plans Branch, 25 Sheppard Avenue West, Suite 100, Toronto, ON, M2N 6S6.

## Reminder to Keep Your Address Up-to-Date

It is important that we have your up-to-date address information on file. Retirees can update their address by contacting the Pension & Retirement Programs Department by email at [hbcpensions.generalinquiries@hbc.com](mailto:hbcpensions.generalinquiries@hbc.com), by mail at 401 Bay Street, Suite 2802, Toronto, Ontario M5H 2Y4 or by phone at 1-800-465-2301.

*This statement was prepared in collaboration with Mercer (Canada) Limited, a consulting firm for the Plan, based on data shown in the Plan records as at December 31, 2022.*

*Every effort has been made to report information accurately, but the possibility of error exists. Should you notice any errors in this statement, please notify the Pension & Retirement Programs Department, so that company records and future statements can be corrected.*

*The benefits presented in this statement do not take into consideration the Plan's funded status or any tax withholding. Your specific rights and/or benefits will be contingent upon the forms and conditions of the laws and legal documents on which your plan is based. The information formulated in this statement is subject to these laws and legal documents, including but not limited to the Plan document, which will govern in the case of difference or error.*

*The Company reserves the right to amend or discontinue the Plan at any time, provided that any benefit already accrued shall not be reduced.*



**HUDSON'S BAY COMPANY  
PENSION PLAN**  
(Registration No. 0291419)

***Dumai Pension Statement***

Private & Confidential  
JAMES COMMON

538

We are pleased to provide you with your pension statement as of December 31, 2023. This statement summarizes the main features of your entitlement under the Hudson's Bay Company Pension Plan (the "Plan"). You should read your statement carefully and keep it for future reference. The information contained in this statement covers the period from **January 1, 2023 to December 31, 2023**.

**Your Personal Data**

[Redacted]

**Your Retirement Benefits**

[Redacted]

**Death Benefits**

Your form of pension payment is a lifetime pension, guaranteed for 120 months and continuing at 100% after your death for your spouse's lifetime.

If you die before receiving 120 monthly payments, your spouse will receive 100% of your pension for the balance of the 120 monthly payments. After the 120-month period, your spouse will receive a lifetime pension equal to 100% of the amount you were receiving when you died.

If both you and your spouse die before receiving 120 monthly payments, your beneficiary if you die after your spouse, or your spouse's estate if your spouse dies after you, will receive 100% of your pension for the balance of the 120 monthly payments.

**General Information**

The Hudson's Bay Company Pension Plan is registered with the Ontario Pension Benefits Act and the Canada Revenue Agency under number 0291419. Hudson's Bay Company ULC is the administrator of the Plan.

**Contact person**

For any additional information, please contact Pension Department at 401 Bay Street, Suite 2802, Toronto, Ontario M5H 2Y4.

**Statement of Investment Policies and Procedures**

The administrator of the Plan must establish a statement of investment policies and procedures (SIPP) that contains: (i) the investment policies and procedures in respect of the Plan's portfolio of investments and loans; and (ii) information about whether environmental, social and governance factors are incorporated into the Plan's investment policies and procedures and, if so, how those factors are incorporated.

You may inspect:

- any SIPP of the Plan at the Hudson's Bay Company ULC's office or obtain by mail or electronically copies of those documents by submitting a written request to the Pension Department and after payment of applicable fees; and
- the most recent SIPP of the Plan at the office of the Chief Executive Officer of Financial Services Regulatory Authority of Ontario during business hours or obtain by mail or electronically copies of the most recent SIPP by submitting a written request to the office of the Chief Executive Officer and after payment of applicable fees.

## Financial Position of the Plan

Based on the most recent actuarial valuation of the Plan (as at January 1, 2024), the assets of the Plan were sufficient to cover the going concern liabilities as well as the solvency or wind-up liabilities. On January 1, 2024, the transfer ratio of the Plan was 157% and the solvency surplus was \$167.03 million.

The transfer ratio measures the Plan's funded status on a solvency basis. A transfer ratio of 100% or above means that, if the Plan had been terminated on that date, the fund's assets would have been sufficient to provide all benefits accrued under the Plan to that date.

All or part of the surplus can be used to pay Company contributions or may be refunded to the Company, subject to the prior consent of the Financial Services Regulatory Authority of Ontario. During 2023, employer contributions for the Plan were made from the surplus and amounted to \$13.79 million.

This contribution holiday is permitted to continue in 2024 for the Plan because:

- the documents that create and support the Plan do not prohibit the reduction in contributions;
- it will not reduce the estimated transfer ratio of the Plan to less than 105%; and
- the Plan's Defined Benefit ('DB') going concern assets will be at least equal to the Plan's DB going concern liabilities plus the PfAD\*\* in respect of the DB going concern liabilities after the reduction of contributions for the period.

As a result, employer contributions will be made from surplus during the period from January 1, 2024 to December 31, 2024.

If the Plan were terminated, the assets of the plan would first be used for the payment of benefits to members or other persons entitled to benefits from the Plan. Any assets in excess of the liabilities of the Plan would then be refunded to the Company, or would be used as the Company may direct, subject to the requirements of the law.

*\*Estimated transfer ratio is calculated using the DB solvency assets and estimated DB solvency liabilities determined in the actuarial cost certificate.*

*\*\*Provision for adverse deviations.*

## Notice of the Amendment

Hudson's Bay Company ULC (the 'Company') is amending the Plan to (i) provide an additional 2% employer contribution for members of Part B of the Plan for the one year period effective the first complete pay period commencing on or after July 1, 2024 and ending on the last pay period which includes June 30, 2025 and (ii) provide an additional 2% employer contribution for employees who are actively employed on or after January 1, 2024 and are non-grandfathered members of Part C of the Plan, for period effective the first complete pay period commencing on or after January 1, 2024 and ending on the last pay period which includes June 30, 2025.

Under the Ontario *Pension Benefits Act*, the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario will not register the amendments to the Plan described in this Notice of Amendment (the 'Notice') until 45 days have passed from the date on which this Notice was transmitted.

You have the right to submit comments about these amendments to the Company at Hudson's Bay Company ULC, 401 Bay Street, Suite 2802, Toronto, ON, M5H 2Y4, Attention: Pension Department and to Financial Services Regulatory Authority, Pension Plans Branch, 25 Sheppard Avenue West, Suite 100, Toronto, ON, M2N 6S6.

## Reminder to Keep Your Address Up-to-Date

It is important that we have your up-to-date address information on file. Retirees can update their address by contacting Pension Department by email at [hbcpensions.generalinquiries@hbc.com](mailto:hbcpensions.generalinquiries@hbc.com), by mail at 401 Bay Street, Suite 2802, Toronto, Ontario M5H 2Y4 or by phone at 1-800-465-2301.

***This statement was prepared in collaboration with Mercer (Canada) Limited, a consulting firm for the Plan, based on data shown in the Plan records as at December 31, 2023.***

***Every effort has been made to report information accurately, but the possibility of error exists. Should you notice any errors in this statement, please notify the Pension Department, so that company records and future statements can be corrected.***

***The benefits presented in this statement do not take into consideration the Plan's funded status or any tax withholding. Your specific rights and/or benefits will be contingent upon the forms and conditions of the laws and legal documents on which your plan is based. The information formulated in this statement is subject to these laws and legal documents, including but not limited to the Plan document, which will govern in the case of difference or error.***

***The Company reserves the right to amend or discontinue the Plan at any time, provided that any benefit already accrued shall not be reduced.***

This is **Exhibit "B"**  
referred to in the Affidavit of James Common  
sworn before me this 23<sup>rd</sup> day of April, 2025.



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A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Abir Shamim  
LSO# 88251V



April 11, 2025

Dear HBC Retiree,

**RE: Termination Letter – Retiree Benefits**

On March 7, 2025, **Hudson's Bay Company ULC** ("**Hudson's Bay**" or the "**Company**"), the Canadian entity that comprises the retailer Hudson's Bay and TheBay.com, and various of its subsidiaries commenced restructuring proceedings under the *Companies' Creditors Arrangement Act*, also known as the "CCAA". As part of the CCAA process, the Ontario Superior Court of Justice has appointed Alvarez & Marsal Canada Inc. to act as the monitor (the "**Monitor**"). The Monitor's role in the CCAA process is to monitor the business and activities of the Company, to provide advice to the Company and to provide assistance to the Company's stakeholders in respect of the CCAA process.

In conjunction with its insolvency, the Company has made the difficult decision to terminate the retiree life, health, and/or welfare benefits currently provided to you (the "**Retiree Benefits**").

**This letter is to notify you that, effective April 30<sup>th</sup>, 2025, the Retiree Benefits coverage will terminate.** You will not be able to claim any health, or drug, or dental reimbursements under the Retiree Benefits Plan after April 30, 2025. After April 30, 2025, you will also stop being covered by any life insurance that was provided as part of the Retiree Benefits.

You are responsible for replacing any such benefits, as you require and as is available. Because of the insolvency, the Company cannot provide any replacement coverage or any payments or compensation for replacement coverage or for the loss of the Retiree Benefits.

Court filings as well as other information related to Hudson's Bay Company's CCAA proceedings including any future claims process information will be available on the Monitor's website at [www.alvarezandmarsal.com/HudsonsBay](http://www.alvarezandmarsal.com/HudsonsBay). Information regarding the CCAA process may also be obtained by calling the Monitor's hotline at (416) 847-5157 (toll free), or by email at [hbcemployees@alvarezandmarsal.com](mailto:hbcemployees@alvarezandmarsal.com).

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY et. al.**

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at **TORONTO**

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**AFFIDAVIT OF JAMES COMMON**

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**KOSKIE MINSKY LLP**

20 Queen Street West  
Suite 900, Box 52  
Toronto, ON M5H 3R3

**Andrew J. Hatnay** (LSO# 31885W)

(T) 416-595-2083

(E) ahatnay@kmlaw.ca

**Robert Drake** (LSO# 57083G)

(T) 416-595-2095

(E) rdrake@kmlaw.ca

**Abir Shamim** (LSO# 88251V)

(T) 416-354-7758

(E) ashamim@kmlaw.ca

Lawyers for Evan Marshall, Steven Karo and James  
Common and 415 other HBC employees and retirees

# TAB 5

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY ULC** COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC BAY HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.,

Applicants

**AFFIDAVIT OF VERONICA DE LEOZ**

**I, VERONICA DE LEOZ**, of the City of Toronto, in the Province of Ontario, **MAKE**

**OATH AND SAY:**

1. I am a legal assistant with the law firm Koskie Minsky LLP ("**KM**"), lawyers for Evan Marshall, Steven Karo, James Common, and 415 other employees and retirees of the Applicants. As such, I have knowledge of the matters to which I hereinafter depose. Where my knowledge is based on information or belief, or is based on my review of documents, I have indicated that source of such knowledge and verily believe it to be true.
2. Attached hereto as **Exhibit "A"** are the retainers KM received *via* email and online on our firm website from over 400 terminated employees and retirees of the Applicants.

3. I swear this affidavit in good faith and in support of this motion to appoint Evan Marshall, Steven Karo, and James Common as Representatives, and KM as Representative Counsel to the non-union employees and retirees of the Applicants, and for no other or improper purpose.

**SWORN REMOTELY** by Veronica de Leoz of the City of Toronto, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario, on April 23, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



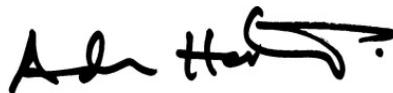
\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

LSO #31885W  
Andrew J. Hatnay



\_\_\_\_\_  
**VERONICA DE LEOZ**

This is **Exhibit "A"**  
referred to in the Affidavit of Veronica de Leoz  
sworn before me this 23rd day of April, 2025.

A handwritten signature in black ink, appearing to read "Andrew J. Hatnay". The signature is fluid and cursive, with a prominent horizontal stroke at the end.

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A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

LSO #31885W  
Andrew J. Hatnay

Veronica De Leoz

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Subject: RE: Authorization to act

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From: [REDACTED]  
Sent: March 20, 2025 4:33 PM  
To: Abir Shamim <[ashamim@kmlaw.ca](mailto:ashamim@kmlaw.ca)>  
Subject: Authorization to act

Hello

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]  
[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 13, 2025 12:22 AM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: [REDACTED]

Hi ,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

[REDACTED]

Canada

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

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From: [REDACTED]  
Sent: March 31, 2025 8:23 PM  
To: Veronica De Leoz <vdeleoz@kmlaw.ca>  
Subject: Hudson's Bay proceedings

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: Abir Shamim  
Sent: April 10, 2025 2:10 PM  
To: Veronica De Leoz  
Subject: FW: Hudson bay retainer

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From: [REDACTED]  
Sent: April 10, 2025 2:09 PM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: Re: Hudson bay retainer

On Tue, Apr 8, 2025, 12:25 p.m. [REDACTED] wrote:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

2. As per the requirements of the Law Society of Ontario, please provide a scan/copy of a government issued photo ID.

[REDACTED]

[REDACTED]

[REDACTED]

DATE OF HIRE: [REDACTED]

AGE [REDACTED]

Veronica De Leoz

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From: [REDACTED]  
Sent: April 16, 2025 6:38 PM  
To: Veronica De Leoz  
Subject: The Bay(the "Case")  
Attachments: IMG\_2319.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
PH: [REDACTED]  
D.O.H: [REDACTED]  
Age: [REDACTED]  
Birthdate: [REDACTED]  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 15, 2025 12:17 PM  
To: Veronica De Leoz; Abir Shamim; HBC Employees  
Attachments: Manitoba.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

2. Phone of my ID in attachment below.

3. Full name: [REDACTED]

Mailing Address: [REDACTED]

Phone Number: [REDACTED]

Date of hire: [REDACTED]

Age and DOB: [REDACTED]

Veronica De Leoz

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From: [REDACTED]  
Sent: March 27, 2025 2:44 PM  
To: Abir Shamim  
Cc: Veronica De Leoz; HBC Employees  
Subject: Re: Hudson's Bay Company - Insolvency Proceeding

Hi Abir,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Veronica De Leoz

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From: [REDACTED]

Sent: April 16, 2025 5:57 PM

To: Abir Shamim <ashamim@kmlaw.ca>

Subject: Hbc

[REDACTED]  
Start date at [REDACTED]

phone # [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time. [Sent from Yahoo Mail for iPhone](#)

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 16, 2025 12:17 PM  
To: Veronica De Leoz  
Subject: Regarding Hudson's Bay Company - Insolvency Proceeding

Hello,  
Here is the required information as per your previous email.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you,

[REDACTED]

Please think of the environment before printing this email.

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 13, 2025 9:08 PM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: HBC Insolvency Case

Good day,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Regards,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 16, 2025 10:17 AM  
To: Veronica De Leoz  
Subject: HBC Insolvency Case

Good morning Veronica,

I would like to join a class action suit to get my severance paid by HBC.  
Also, I would like to be represented by Koskie Minsky LLP in the HBC insolvency case.

Here is my information:

Name: [REDACTED]  
Mailing Address: [REDACTED]  
Phone Number: [REDACTED]  
Age: [REDACTED]  
DOB: [REDACTED]  
Hire Date: [REDACTED]  
Position: [REDACTED]

[REDACTED]

Please let me know if you require any further information from me.

Thank you.  
[REDACTED]

[REDACTED]

LLP. I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority.

I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

2. As per the requirements of the Law Society of Ontario, please provide a scan/copy/ or photo of a government issued photo ID (e.g., drivers license).

3. Please also provide the following information.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE [REDACTED]

YOUR AGE AND D.O.B.: Should you have any questions, please do not hesitate to contact Abir Shamim of Koskie Minsky LLP at [ashamim@kmlaw.ca](mailto:ashamim@kmlaw.ca)/ 416-977-9925 ext. 2039. Thank you.

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: March 28, 2025 12:23 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company Proceedings  
Attachments: attachment 2.pdf; attachment 1.pdf

To whom it may concern,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My personal information:

[REDACTED]

[REDACTED]

My hire date is [REDACTED]

Thank you,  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: March 24, 2025 6:42 PM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: Hudson's Bay Representation- confirmation [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

GOVT ID ATTACHED.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Personal Email: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 7, 2025 8:21 PM  
To: Abir Shamim  
Cc: Veronica De Leoz; HBC Employees  
Subject: Re: Hudson's Bay Company - Insolvency Proceeding  
Attachments: IMG\_8466.jpeg

Hi there,

Thank you for your email.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please see attached my license driver ID.

FULL NAME: [REDACTED]

MAILING ADDRESS:  
[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Let me know if you require any further information.

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: March 24, 2025 12:55 PM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: Authorization Submission

To whom it may concern,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

I have attached an image of a government-issued photo ID.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Please let me know if you have any questions or require any additional information.

Thank you,

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

MARCH 27/2025

Signed By —



Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 13, 2025 1:50 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company Insolvency  
Attachments: attachment 1.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Hudson's Bay Employee: [REDACTED]

Date of Hire: [REDACTED]

Status: Active, Grandfathered Full Time

Mailing Address: [REDACTED]

Date of Birth: [REDACTED]

Cell/Home Phone: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 24, 2025 8:07 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Representation by Koskie Minsky LLP  
Attachments: [REDACTED]

Hello, I'm emailing below information as per the instructions I've received from Abir Shamim.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

I'm attaching copies of my Drivers License ID for your records (front and back).

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you very much! Please let me know if there is anything else you need.

Sincerely,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 24, 2025 2:09 PM  
To: Veronica De Leoz  
Cc: [REDACTED]  
Subject: [REDACTED] / Hudsons Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

As per the requirements of the Law Society of Ontario, please provide a scan/copy of a government issued photo ID.- Attached

Please also provide the following information:

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]  
[REDACTED]

[REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@yahoo.ca>  
Sent: March 24, 2025 11:49 AM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: Re: Retainer [REDACTED]  
Attachments: [REDACTED]

I, Antoinette Marino, hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Photo ID images attached.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 28, 2025 9:47 AM  
To: Veronica De Leoz  
Subject: Retaining the services of Koskie Minsky LLP

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Please also see the following information:**

- FULL NAME: [REDACTED]
- MAILING ADDRESS: [REDACTED]
- PHONE NUMBER: [REDACTED]
- DATE OF HIRE: [REDACTED]
- YOUR AGE AND D.O.B.: [REDACTED]

Please acknowledge receipt of this email and please do reach out should you have any questions.

Best

[REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]@gmail.com>  
Sent: April 2, 2025 12:38 PM  
To: HBC Employees <hbcemployees@kmlaw.ca>  
Subject: Hudson's Bay Closure Case

FULL NAME: [REDACTED]  
MAILING ADDRESS:  
[REDACTED]  
[REDACTED]  
[REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 14, 2025 11:34 AM  
To: Veronica De Leoz  
Subject: Hudsons Bay - Representation  
Attachments: attachment 1.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 17, 2025 1:11 PM  
To: Abir Shamim  
Cc: Veronica De Leoz; HBC Employees  
Subject: Re: Hudson's Bay Company - Insolvency Proceeding  
Attachments: 20250417\_120015.jpg

Hi Abir

Sorry for the late reply. Please see the requested details below. Please keep me updated.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else as you deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of any legal or disbursement costs concerning the case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@outlook.com>  
Sent: April 9, 2025 11:43 AM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: 1000234453.jpg

Dear Veronica De Leoz,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests.

You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

AGE AND D.O.B.: [REDACTED]

Sincerely,  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 29, 2025 6:34 PM  
To: Veronica De Leoz  
Subject: HBC - Former Employee

Hello,

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Termination date [REDACTED]

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Thank you,

Veronica De Leoz

---

From: [REDACTED]@hotmail.ca>  
Sent: March 28, 2025 3:19 PM  
To: Veronica De Leoz  
Subject: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

Please let me know if there is anything else that is needed.

Veronica De Leoz

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---

From: [REDACTED]@gmail.com>  
Sent: March 31, 2025 7:23 PM  
To: Veronica De Leoz <vdeleoz@kmlaw.ca>  
Subject: [REDACTED] employee

Sent from my iPhone I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Hello!

[REDACTED]

Phone #

[REDACTED]

Date of hire:

Date of birth:

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@icloud.com>  
Sent: April 9, 2025 4:46 PM  
To: Veronica De Leoz  
Subject: HBC Insolvency Proceedings

Hi there,

Please consider this my interest in taking part in the Insolvency Proceedings against HBC.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 10, 2025 9:07 PM  
To: Veronica De Leoz  
Subject: HBC Severance Pay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]  
Sent: April 7, 2025 9:01 AM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: Re: Hudson's Bay Company - Insolvency Proceeding

Please add my name to your class action suit

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Phone [REDACTED]

Date of Hire: [REDACTED]

Copy of my driver's license to be sent separately.

Thanks

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 27, 2025 5:19 PM  
To: Veronica De Leoz  
Subject: Joining the HBC Lawsuit  
Attachments: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]mail.com>  
Sent: March 26, 2025 10:50 AM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
Phone#: ([REDACTED])  
DOH: [REDACTED]  
Age: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 30, 2025 9:14 PM  
To: Veronica De Leoz  
Subject: [REDACTED] - authorize and request to act  
Attachments: IMG\_6842.jpeg; IMG\_7113.jpeg

Hello,

1. I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 26, 2025 1:38 PM  
To: Veronica De Leoz  
Subject: Hudson Bay company-Insolvency Proceeding

Hi,  
I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full name- [REDACTED]  
Mailing Address [REDACTED]  
Phone number- [REDACTED]  
Date of Hire [REDACTED]  
Age +DOB [REDACTED]

Thank you for your assistance in this matter  
[REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]@icloud.com>  
Sent: March 31, 2025 12:57 PM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: [REDACTED]

Here is my info. ....I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: [REDACTED]  
Sent: March 26, 2025 5:29 PM  
To: Veronica De Leoz  
Cc: [REDACTED]  
Subject: Hudson's Bay Company insolvency proceeding  
Attachments: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**2. Please also provide the following information:**

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 9, 2025 12:24 PM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME:

[REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER:

[REDACTED]

DATE OF HIRE:

[REDACTED]

YOUR AGE AND D.O.B.:

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 10, 2025 3:10 PM  
To: Veronica De Leoz  
Subject: Severance pay  
Attachments: 20250317\_140716.jpg; 20250317\_140724.jpg

Hi,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case"hi,) and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

Thanks for your time,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 24, 2025 5:18 PM  
To: Abir Shamim  
Cc: Veronica De Leoz; HBC Employees  
Subject: Re: Hudson's Bay Company - Representation by Koskie Minsky LLP  
Attachments: PXL\_20250324\_211425682.jpg

Hi there,

Thank you for looking over the documents I sent over. See below as you have requested:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Government Scanned ID:  
See attached .JPG

Thanks,  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 31, 2025 10:42 PM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: Hudson's Bay Company - Insolvency Proceeding [REDACTED]  
Attachments: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full name: [REDACTED]  
Mailing Address: [REDACTED]  
Phone Number: [REDACTED]  
Date of Hire: [REDACTED]  
Age and DOB: [REDACTED]

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 2, 2025 7:50 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: IMG\_2682 (1).jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

--  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@rogers.com>  
Sent: March 27, 2025 10:16 PM  
To: Veronica De Leoz  
Subject: RE: Hudson's Bay Company - Insolvency Proceeding  
Attachments: IMG\_8557.jpeg

Hi!

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 2, 2025 7:36 PM  
To: Veronica De Leoz  
Subject: Request for representation  
Attachments: [REDACTED]

Good afternoon,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you,

[REDACTED]



Virus-free. [www.avast.com](http://www.avast.com)

Veronica De Leoz

---

From: [REDACTED]@hotmail.com  
Sent: April 12, 2025 12:05 AM  
To: Veronica De Leoz  
Subject: The Bay Severance

Hello,

I am writing to an email that was forwarded to me and I would like to join the efforts in getting severance and financial rights from The Hudson's Bay Company

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you for your time,

[REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]  
Sent: April 2, 2025 3:10 PM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: Hudson's Bay Company - Insolvency Proceedings

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Please also provide the following information:**

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

[REDACTED]

Thank you,

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 13, 2025 10:41 PM  
To: Veronica De Leoz  
Subject: [REDACTED]

I would like to be represented by KOSKIE MINSKY LLP in the HBC insolvency case.

Name: [REDACTED]  
Mailing address: [REDACTED]  
Phone: [REDACTED]  
Date of Hire: [REDACTED]  
Age and Date of Birth: [REDACTED]

[REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]@gmail.com>  
Sent: April 15, 2025 12:05 PM  
To: HBC Employees <hbcemployees@kmlaw.ca>  
Subject: HBC

Sent from my iPhone hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 25, 2025 9:05 PM  
To: Veronica De Leoz  
Subject: Retainer confirmation for Representation by Koskie Minsky LLP | Hudson's Bay  
Attachments: [REDACTED]

Hi Veronica,

Please see the below, as requested by your colleague Abir.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My contact details are as follows, and my Government issued ID (both sides) and separation agreement and notice re: pay continuance are attached.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Regards,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 25, 2025 6:03 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Representation by Koskie Minsky LLP  
Attachments: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please find attached a picture of both the front and back of my Driver's Licence.

My information is as follows:

[REDACTED]

[REDACTED]

Date of Hire: [REDACTED]

Date of Birth: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: March 26, 2025 10:58 AM  
To: Veronica De Leoz  
Subject: [REDACTED]  
Attachments: 20250325\_193114.jpg; 20250325\_193157.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full name: [REDACTED]

Mailing Address: [REDACTED]  
[REDACTED]

Phone number: [REDACTED]

Date of hire: [REDACTED]

Age: [REDACTED]

D.O.B: [REDACTED]

Thank you!

Sincerely,  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 28, 2025 10:07 AM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Representation by Koskie Minsky LLP  
Attachments: [REDACTED]

Hi there,

Please see below:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 10, 2025 12:46 PM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: Driver License.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 15, 2025 11:31 AM  
To: Veronica De Leoz  
Subject: Hudson Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

Date Of Hire - [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 29, 2025 4:45 PM  
To: Veronica De Leoz  
Cc: [REDACTED]  
Subject: Hudson's Bay Company - Insolvency Proceeding

Good Afternoon,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 3, 2025 7:57 AM  
To: Veronica De Leoz  
Subject: Hudson's Bay Sales Associate Response

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please also provide the following information:

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED] 7@gmail.com>  
Sent: April 6, 2025 4:20 PM  
To: Veronica De Leoz  
Subject: Re: Hudsons Bay Associate  
Attachments: Scan (4).pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: [REDACTED]@icloud.com>  
Sent: March 26, 2025 12:54 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay. [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED] [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED] [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 2, 2025 11:52 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

# **KOSKIE MINSKY**

JUSTICE MATTERS

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full Name:

Mailing Address:

Phone Number:

Date Of Hire:

Your Age and D.O.B.:

PLEASE SIGN HERE

A COMPLETED AND SIGNED FORM SHOULD BE FAXED TO 416-204-2871.

Veronica De Leoz

---

---

From: [REDACTED]@gmail.com>  
Sent: April 4, 2025 11:39 AM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: [REDACTED]

Hi,

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Should you have any questions, please do not hesitate to contact me, thank you

Sincerely,

Di

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 13, 2025 8:07 PM  
To: Veronica De Leoz  
Subject: Hudson Bay Class Action

Hi there,

I am interested in joining the class action lawsuit against the Hudson Bay.

[REDACTED]

I would like to be represented by Koskie Minsky LLP.

Thank you,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@cogeco.ca>  
Sent: March 29, 2025 2:36 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding

Hello Veronica,

Here is the information requested in an email from Abir.

Thank you for your time.

Regards,

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 17, 2025 10:25 AM  
To: Veronica De Leoz

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@icloud.com>  
Sent: April 16, 2025 10:38 AM  
To: Veronica De Leoz  
Subject: Hudson's Bay Claim

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: March 28, 2025 4:14 PM  
To: Veronica De Leoz  
Subject: Koskie Minsky LLP

I am retaining the services of Koskie Minsky LLP:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Sent from my iPhone

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 13, 2025 1:44 PM  
To: Veronica De Leoz  
Subject: Hbc proceeding  
Attachments: 17445654696692267864573927320808.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My full name: [REDACTED]

Mailing address [REDACTED]

Phone number : [REDACTED]

Date of hire: [REDACTED]

Age and DOB: [REDACTED]

DOB: [REDACTED]

Veronica De Leoz

---

From: Abir Shamim  
Sent: March 30, 2025 6:55 PM  
To: [REDACTED]  
Cc: Veronica De Leoz  
Subject: FW: Retaining Your Services

---

From: [REDACTED]@gmail.com>  
Sent: March 30, 2025 6:21 PM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: Retaining Your Services

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My name is:

[REDACTED]

Date of Hire: -

D.O.B. -

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 26, 2025 1:38 AM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: Retainer Email for Hudson's Bay Company - Insolvency Proceeding  
Attachments: [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Regards,  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: March 16, 2025 3:47 PM  
To: Abir Shamim  
Cc: Andrew J. Hatnay; Veronica De Leoz  
Subject: Koskie Minsky LLP - Retainer for HBC Proceeding.

Hi Abir ,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Pride Group Holdings Inc. et al. (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

[REDACTED]

[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B [REDACTED]

Veronica De Leoz

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---

From: [REDACTED]@yahoo.com>  
Sent: April 7, 2025 10:56 AM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: The Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]@hotmail.com>  
Sent: March 16, 2025 3:49 PM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject:

Hi Abir,

As per your request and based on the communication emails that we have exchanged,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

CONTINUOUS SERVICE DATE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Please update me if there is anything else that you need and hope you can help all of us to get what is our due after all these years of service.

Best regards,  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 31, 2025 4:00 PM  
To: HBC Employees  
Subject: HBC employee retention form  
Attachments: Screenshot\_20250331\_155916\_Samsung Notes.jpg

Follow Up Flag: Follow up  
Flag Status: Flagged

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME:

[REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER:

[REDACTED]

DATE OF HIRE:

[REDACTED]

YOUR AGE AND D.O.B.:

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@yahoo.com>  
Sent: April 4, 2025 4:22 PM  
To: Veronica De Leoz  
Cc: [REDACTED]  
Subject: HBC employee  
Attachments: 20250404\_150935.jpg

To whom it may concern,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
[REDACTED]

MAILING ADDRESS: [REDACTED] 9

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

If there's anything else you may require, please don't hesitate to reach out. Thank you.

Sincerely,  
[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME:

[REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER:

DATE OF HIRE:

YOUR AGE AND D.O.B.:

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 8, 2025 7:48 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: IMG\_5771.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Best Regards,  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 1, 2025 10:29 AM  
To: Veronica De Leoz  
Cc: HBC Employees; Abir Shamim  
Subject: Re: Hudson's Bay Company - Insolvency Proceeding  
Attachments: 20240725\_135013.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 15, 2025 9:33 AM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: 20250415\_092522.jpg

Hi Team, sorry for the delay I had to confirm my date of hire. Please see below.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 31, 2025 1:57 PM  
To: Veronica De Leoz  
Subject: Retainer - HBC Insolvency Proceedings

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**FULL NAME:** [REDACTED]  
**MAILING ADDRESS:** [REDACTED]  
**PHONE NUMBER:** [REDACTED]  
**DATE OF HIRE:** [REDACTED]  
**YOUR AGE AND D.O.B.:** [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 10, 2025 9:02 AM  
To: Veronica De Leoz  
Subject: [REDACTED]  
Attachments: [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Please also find a copy of my ID attached.

Thank you  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: March 18, 2025 1:49 PM  
To: Veronica De Leoz  
Cc: [REDACTED]  
Subject: Re: Retain Request  
Attachments: Scanned Mar 18, 2025 at 24049 PM.pdf

Adding attached documents.

On Tue, Mar 18, 2025 at 2:47 PM [REDACTED] wrote:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please see attached for scan of government ID.

FULL NAME:

[REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER:

[REDACTED]

DATE OF HIRE:

[REDACTED]

YOUR AGE AND D.O.B.:

[REDACTED]

[REDACTED]

Best regards

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 6, 2025 8:29 PM  
To: Veronica De Leoz  
Cc: [REDACTED]  
Subject: Hudson's Bay Associate  
Attachments: 20250402125510387.pdf

Good evening,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

[REDACTED]

[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE : [REDACTED]

D.O.B.: [REDACTED]

Thank you

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 15, 2025 10:33 AM  
To: Veronica De Leoz  
Subject: Re: Joint class action suit to get my severance paid

Hello Veronica,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 16, 2025 12:20 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: IMG\_9051.jpeg

**FULL NAME:** [REDACTED]  
**MAILING ADDRESS:** [REDACTED]  
**PHONE NUMBER:** [REDACTED]  
**DATE OF HIRE:** [REDACTED]  
**YOUR AGE AND D.O.B:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Best Regards,  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]  
Sent: April 16, 2025 10:30 AM  
To: Veronica De Leoz  
Subject: Hudson's Bay - Former Employee  
Attachments: IMG\_3705.jpeg

I would like to retain your firm in the Hudson's Bay proceedings.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 2, 2025 11:08 AM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: IMG\_1820.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]@yahoo.com>  
Sent: April 11, 2025 12:09 AM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: Re: Hudson's Bay Company - Insolvency Proceeding

Dear Abir,

[REDACTED]

Please find below the requested information, as well as my authorization to retain Koskie Minsky LLP for this proceeding:

**Authorization:**

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Personal Information:**

Full Name: [REDACTED]  
Mailing Address: [REDACTED]  
Phone Number: [REDACTED]  
Date of Hire: [REDACTED]  
Age and Date of Birth: [REDACTED]

Please find attached a photo of my government-issued ID, as requested. If you require any further information, please feel free to reach out.

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 28, 2025 2:17 PM  
To: Abir Shamim  
Cc: [REDACTED]  
Subject: Re: Retainer  
Attachments: [REDACTED]

Hi Abir

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 25, 2025 10:01 AM  
To: Veronica De Leoz  
Subject: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full Name [REDACTED]  
Mailing Address [REDACTED]  
Phone Number [REDACTED]  
Date of Hire [REDACTED]  
Age D. O.B. [REDACTED]

Thank you

--  
[REDACTED]

Sent from my iPhone

On Mar 24, 2025, at 11:28 PM, Abir Shamim <ashamim@kmlaw.ca> wrote:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 10, 2025 8:50 PM  
To: Veronica De Leoz  
Subject: Hbc insolvency  
Attachments: IMG\_7896.jpeg; IMG\_7897.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

Thank you

Veronica De Leoz

---

From: [REDACTED]@yahoo.com>  
Sent: April 4, 2025 3:57 PM  
To: Veronica De Leoz  
Subject: Hidson's Bay insolvency Proceeding

Hi!

hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[Yahoo Mail: Search, Organize, Conquer](#)

Name: [REDACTED]  
Address: [REDACTED]  
Phone: [REDACTED]  
Date Hired: [REDACTED]  
Age: [REDACTED]  
Date of Birth: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@yahoo.com  
Sent: April 16, 2025 5:15 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding additional information

Hello,  
Please see attached information as per request.

Please advise is further information is required.

Thanks

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: March 26, 2025 11:36 AM  
To: Veronica De Leoz  
Subject:  
Attachments: [REDACTED]

Hello

Here is what was requested of me for the [REDACTED]

Name: [REDACTED]  
Address: [REDACTED]  
Phone Number: [REDACTED]  
Date of Birth: [REDACTED]  
Date of Start of employment with Hudson's Bay, [REDACTED]  
Photo I.D enclosed

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Thank you

Sincerely

[REDACTED]

Get [Outlook for Mac](#)

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 17, 2025 1:22 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: IMG\_0859.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 7, 2025 7:58 PM  
To: Veronica De Leoz  
Subject: HBC

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@icloud.com>  
Sent: April 11, 2025 1:34 PM  
To: Veronica De Leoz  
Subject: Hbc insolvency

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Sent from my iPhone

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 10, 2025 12:19 PM  
To: Veronica De Leoz  
Subject: Fwd:  
Attachments: 20250410101447194.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: [REDACTED]@icloud.com>  
Sent: April 8, 2025 1:10 PM  
To: Veronica De Leoz  
Subject: Insolvency proceeding documentation

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

----- Forwarded message -----

From: [REDACTED]

Date: Tue, Apr 15, 2025 at 10:10 PM

Subject: Request for Represent

To: <[vdeleoz@kmlaw.ca](mailto:vdeleoz@kmlaw.ca)>

Hi,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My Name is : [REDACTED]

Address: [REDACTED]

Phone number: [REDACTED]

DOB: [REDACTED]

Hire Date: [REDACTED]

Attached you can find my photo ID.

If you need any further information , do not hesitate to contact me.

Thank you,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@yahoo.ca>  
Sent: March 25, 2025 2:48 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 31, 2025 12:02 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Employee Request & Authorization

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 7, 2025 3:22 PM  
To: Veronica De Leoz  
Subject: HBC Employee joining case  
Attachments: 20240211\_162608.jpg

Hello,

I was sent the requirements to join in the HBC case. Please see my details below. If you require further information, please let me know. Thank you so much!

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

--  
Cheers,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 25, 2025 1:57 PM  
To: Veronica De Leoz  
Subject: Hudson Bay employee  
Attachments: Driving License .jpg

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 14, 2025 9:26 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay employee.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Details are as follows.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 15, 2025 9:01 PM  
To: Veronica De Leoz  
Subject: Re: HBC class action "Identification"

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: [REDACTED]@icloud.com>  
Sent: April 3, 2025 1:25 PM  
To: Veronica De Leoz  
Subject: [REDACTED]  
Attachments: attachment 2.pdf

Hi Veronica De Leoz,

Sending the information requested. Let me know if you need anything else from me. Thank you.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 10, 2025 11:45 AM  
To: Veronica De Leoz  
Cc: Andrew J. Hatnay; Abir Shamim  
Subject: Authorization to act on my behalf

Sent from my iPhone

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

DOB: [REDACTED]  
Date of Hire: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 10, 2025 1:23 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: IMG\_8542.jpeg; IMG\_8541.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank-you for representing us.

[REDACTED]

Get [Outlook for iOS](#)

Veronica De Leoz

---

---

From: [REDACTED]@gmail.com>  
Sent: March 28, 2025 11:24 AM  
To: HBC Employees <hbcemployees@kmlaw.ca>  
Subject: Hudson's Bay Company - Representation by Koskie Minsky LLP

Hello,

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please find attached a picture of both the front and back of my Driver's Licence.

My information is as follows:

[REDACTED]

[REDACTED]

Date of Hire: [REDACTED]  
Date of Birth: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@rogers.com>  
Sent: April 6, 2025 2:33 PM  
To:  
Subject: [REDACTED]  
Attachments: IMG\_2855.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED].

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 16, 2025 9:55 PM  
To: Veronica De Leoz  
Subject: HBC Proceedings

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Hire of date: [REDACTED]

Age: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@shaw.ca>  
Sent: March 24, 2025 12:42 PM  
To: Abir Shamim; Veronica De Leoz  
Subject: RE HBC ID

Hello sorry I forgot to attach my DI in my reply

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 31, 2025 5:02 PM  
To: Veronica De Leoz  
Subject: HSBC

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Cheers

[REDACTED]

Veronica De Leoz

---

---

From: [REDACTED]@yahoo.com>  
Sent: Tuesday, March 25, 2025 11:23:36 AM  
To: Abir Shamim <ashamim@kmlaw.ca>  
Subject: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 3, 2025 7:08 PM  
To: HBC Employees  
Subject: Hbc Lawsuit retaining of service

Follow Up Flag: Follow up  
Flag Status: Flagged

Hello

hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Thank you

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 14, 2025 10:52 PM  
To: Veronica De Leoz  
Subject: HUDSON'S BAY COMPANY - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Veronica De Leoz

---

From: [REDACTED]@shaw.ca>  
Sent: April 1, 2025 10:43 PM  
To: Veronica De Leoz  
Cc: [REDACTED]  
Subject: Hudson's bay - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

Date of hire: [REDACTED]

Age: [REDACTED]

DOB : [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 12, 2025 7:55 PM  
To: Veronica De Leoz  
Subject: Fwd: Hudson's Bay Company - Insolvency Proceeding

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]@hotmail.com>  
Date: April 11, 2025 at 08:31:44 PDT  
To: Abir Shamim <ashamim@kmlaw.ca>  
Cc: Veronica De Leoz <vdeleoz@kmlaw.ca>, Employees HBC <hbceemployees@kmlaw.ca>  
Subject: Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full name: [REDACTED]  
Address: [REDACTED]  
Phone number: [REDACTED]  
Hire date : [REDACTED]  
Age and D.O.B: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@shaw.ca>  
Sent: March 24, 2025 11:17 PM  
To: Veronica De Leoz  
Subject: HBC Priceedings

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 17, 2025 3:55 PM  
To: Veronica De Leoz  
Subject: HBC Employee Representation - [REDACTED]  
Attachments: License.jpg; Severance Agreement.pdf

To Whom It May Concern

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Personal Details As Requested:

Full Name: [REDACTED]  
Mailing Address: [REDACTED]  
Phone Number: [REDACTED]  
Date of Hire: [REDACTED]  
Age and Date of Birth: [REDACTED]

Attachments:

- License Photo ID
- Salary continuance agreement

Veronica De Leoz

---

From: Abir Shamim  
Sent: April 6, 2025 10:15 PM  
To: [REDACTED] Veronica De Leoz  
Subject: RE: Authorization to act on behalf of Koskie Minsky

Received with thanks, [REDACTED]

Abir

---

From: [REDACTED]@gmail.com>  
Sent: April 6, 2025 9:01 PM  
To: Veronica De Leoz <vdeleoz@kmlaw.ca>  
Cc: Abir Shamim <ashamim@kmlaw.ca>  
Subject: Authorization to act on behalf of Koskie Minsky

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 10, 2025 3:08 PM  
To: Veronica De Leoz  
Subject: [REDACTED]  
Attachments: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 4, 2025 9:51 AM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding

Hi,  
I would like to retain representation for the Hudsons Bay proceeding  
Please see below the requested information.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
Address: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]  
Birthday: [REDACTED]  
Date of Hire: [REDACTED]  
[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@outlook.com>  
Sent: April 16, 2025 10:57 AM  
To: Veronica De Leoz  
Subject: [REDACTED]  
Attachments: IMG\_5706.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED] [REDACTED]

Please let me know if you require any further information

Many thanks,

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 25, 2025 12:20 PM  
To: Veronica De Leoz  
Subject: HBC 1524  
Attachments: Scanned\_20250325-1218.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

ADDRESS: [REDACTED]

PHONE NUMBER : [REDACTED]

DATE OF HIRE: [REDACTED]

AGE: [REDACTED]

DATE OF BIRTH: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: March 26, 2025 11:41 AM  
To: Abir Shamim; Veronica De Leoz  
Cc: HBC Employees  
Subject: Re: Representation Request

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: J [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B. 4 [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@sympatico.ca>  
Sent: April 2, 2025 8:45 AM  
To: Veronica De Leoz  
Subject: [REDACTED] HBC Unpaid Severance Pay Claim  
Attachments: [REDACTED]

Good Morning,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: A [REDACTED]

If there are any other questions or concerns in this regard, please let me know,

Thank you,

[REDACTED]

Veronica De Leoz

---

From: [REDACTED]@hotmail.com>  
Sent: April 2, 2025 10:40 PM  
To: Abir Shamim  
Cc: Veronica De Leoz; HBC Employees  
Subject: Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Kind regards,

Veronica De Leoz

---

From: [REDACTED]@outlook.com>  
Sent: April 16, 2025 3:15 PM  
To: Veronica De Leoz  
Cc: Abir Shamim  
Subject: Hudson's Bay Company - Insolvency Proceeding  
Attachments: [REDACTED]

Hello. Further to my discussion with Abir Shamim today, I would like to retain Koski Minsky LLP as it relates to the representation of former employees and retirees in the Hbc solvency proceeding.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees will be charged to or owing by me without my prior written consent to that effect.

[REDACTED]

My contact information is below:

[REDACTED]

[REDACTED]

[REDACTED]

LLP: I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority

I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME:

MAILING ADDRESS:

PHONE NUMBER:

DATE OF HIRE:

YOUR AGE AND D.O.B.: Should you have any questions, please do not hesitate to contact Abir Shamim of Koskie Minsky LLP at [ashamim@kmlaw.ca](mailto:ashamim@kmlaw.ca)/ 416-977-9925 ext. 2039. Thank you

Veronica De Leoz

---

From: [REDACTED]@gmail.com>  
Sent: April 4, 2025 2:38 PM  
To: Veronica De Leoz  
Cc: HBC Employees: Abir Shamim  
Subject: [REDACTED] | Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B: [REDACTED]

POSITION AT HBC: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@yahoo.com>  
Sent: April 3, 2025 4:08 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name : [REDACTED]

Address: [REDACTED]

Phone # : [REDACTED]

Date of hire: [REDACTED]

Age: [REDACTED]

Date of birth: [REDACTED]

Veronica De Leoz

---

From: [REDACTED]@rogers.com>  
Sent: April 9, 2025 4:43 PM  
To: Veronica De Leoz  
Subject: Hudson's Bay Company - Insolvency Proceeding [REDACTED]  
Attachments: Driver's Licence (1).jpg; Driver's Licence (2).jpg

Hi there,

As per my earlier correspondence with Abir, please see requested authorization and info for KM to act on my behalf. Government-issued photo ID attached.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**FULL NAME:** [REDACTED]  
**MAILING ADDRESS:** [REDACTED] 9  
**PHONE NUMBER:** [REDACTED]  
**DATE OF HIRE:** [REDACTED]  
**YOUR AGE AND D.O.B.:** [REDACTED]

Please let me know if you require any further information at this time.

Thanks,  
[REDACTED]

Veronica De Leoz

---

From:

[REDACTED]

To:

Veronica De Leoz

Subject:

Hudson's Bay Company - Representation by Koskie Minsky LLP

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please find attached a copy of my Driver's licence.

My information is as follows:

[REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 16, 2025 2:39 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

Hello Abir  
As per your email, I am

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Government ID is attached.

Information:

FULL NAME:

[REDACTED]

MAILING ADDRESS:

[REDACTED]

DATE OF HIRE:

[REDACTED]

AGE & DOB

[REDACTED]

Please let me know if there is any other information you require. Thank you.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 12, 2025 2:53 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Proceedings  
**Attachments:** 20250412\_124829.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 2, 2025 11:40 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding - retaining service  
**Attachments:** DriverLicense.png

To whom it may concern,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

I have also attached my driver license as per required.

Regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 4, 2025 9:38 PM  
**To:** Veronica De Leoz

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Hire date [REDACTED]  
Date of birth [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 14, 2025 1:06 PM  
**To:** Veronica De Leoz  
**Subject:** HBC proceedings  
**Attachments:** IMG\_0703.jpeg; IMG\_0702.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 25, 2025 1:08 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Representation by Koskie Minsky LLP

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Kindly please see below/attached for the requested personal information and let me know if anything additional is needed from my end.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 24, 2025 1:47 PM  
**To:** Abir Shamim  
**Cc:** Veronica De Leoz  
**Subject:** Re: Hudson's Bay Company - Representation by Koskie Minsky LLP for [REDACTED]  
**Attachments:** Photo Card.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

---

**Veronica De Leoz**

---

---

**From:** [REDACTED]@gmail.com>

**Sent:** March 28, 2025 4:45 PM

**To:** Abir Shamim <ashamim@kmlaw.ca>

**Subject:**

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 25, 2025 6:39 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** HealthCard\_20250325\_0001.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**FULL NAME:** [REDACTED]  
**MAILING ADDRESS:**  
[REDACTED]  
**PHONE NUMBER:** [REDACTED]  
**DATE OF HIRE:** [REDACTED]  
**AGE & D.O.B.:** [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 2, 2025 1:52 PM  
**To:** Veronica De Leoz  
**Subject:** HBC

Sent from my iPhone I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

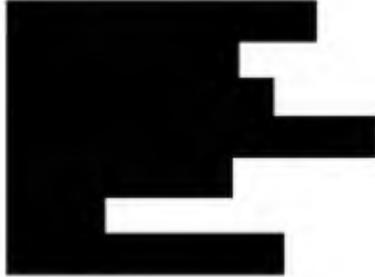
[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 14, 2025 5:40 PM  
**To:** Veronica De Leoz  
**Subject:** Identification : hudsonsbay associate  
**Attachments:** [REDACTED]



I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Get [Outlook for Android](#)

**Veronica De Leoz**

---

**From:** [REDACTED]@sympatico.ca>  
**Sent:** April 3, 2025 8:43 PM  
**To:** Veronica De Leoz  
**Subject:** RE: Hudson bay severance  
**Attachments:** [REDACTED].c

Hello,  
Please see below.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Personal details below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Scan of ID attached

All the best,

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.ca>  
**Sent:** March 30, 2025 10:49 AM  
**To:** Abir Shamim  
**Cc:** Veronica De Leoz  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** Drivers License Photo.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED] A

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: 4 [REDACTED]

Kind Regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 16, 2025 8:57 PM  
**To:** Veronica De Leoz  
**Subject:** Bay Severance

Hello,

I'm writing to an email that was forwarded to me, about severance for the Bay. Thank you very kindly.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

As per the requirements of the Law Society of Ontario, please provide a scan/copy of a government issued photo ID.

Please also provide the following information:

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@rogers.com>  
**Sent:** April 3, 2025 11:15 AM  
**To:** Veronica De Leoz  
**Subject:** HBC  
**Attachments:** Scan.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

I would like to confirm there will be no payment from me at this time.  
What will happen going forward. I am still working at this time.

[REDACTED]

Thank you

[REDACTED]

Sent from my iPhone

On Apr 10, 2025, at 5:59 PM, [REDACTED]@hotmail.com> wrote:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Should you have any questions, please do not hesitate to contact me at [ashamim@kmlaw.ca](mailto:ashamim@kmlaw.ca)/ 416-977-9925 ext. 2039.

**Veronica De Leoz**

---

**From:** [REDACTED]@shaw.ca>  
**Sent:** April 9, 2025 6:23 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson bay Employee Retention  
**Attachments:** 20250409\_150020.jpg; 20250409\_150009.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

Sent from my Galaxy

**Veronica De Leoz**

---

---

**From:** [REDACTED]@rogers.com>

**Sent:** Saturday, March 15, 2025 4:50 PM

**To:** Abir Shamim <ashamim@kmlaw.ca>

**Subject:** Hbc case: [REDACTED]

hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

I fully agreed to above

[REDACTED]

**Veronica De Leoz**

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---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 30, 2025 7:22 AM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Cc:** [REDACTED]@gmail.com>  
**Subject:** Hudson' Bay Company (the "Case")

Good Morning Abir.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Name:** [REDACTED]

**Address:** [REDACTED]

**Cell:** [REDACTED]

**Date of Hire:** [REDACTED]

**Age/Date of Birth:** [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 31, 2025 7:08 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** Driver's Licence.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 2, 2025 2:55 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Insolvency Proceedings  
**Attachments:** attachment 1.pdf

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

**Veronica De Leoz**

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**From:** [REDACTED]@gmail.com>  
**Sent:** March 25, 2025 12:26 PM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 12, 2025 10:18 AM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** [REDACTED]

Hello Veronica,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please see the ID attached along with all requested information below.

**FULL NAME:** [REDACTED]

**MAILING ADDRESS:** [REDACTED]

**PHONE NUMBER:** [REDACTED]

**DATE OF HIRE:** [REDACTED]  
[REDACTED]

**YOUR AGE AND D.O.B.:** [REDACTED]

Let me know if you need anything.

Thank you,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** March 30, 2025 3:39 PM  
**To:** Veronica De Leoz  
**Subject:** Requesting a case representative-Hudson Bay

Hi there,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (store closure ) and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else such manner as the payment of my legal cost: in respect of the Case from the company and that no legal fee: are payable by me at this time.

Best regards

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 13, 2025 9:07 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** HBC Insolvency Case

Good day,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Regards,

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

I do not have scanning capabilities, a picture of my driver's license is attached

Thank you

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@telus.net>  
**Sent:** April 13, 2025 1:03 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Lawsuit  
**Attachments:** img20250413\_11011301.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full Name: [REDACTED]  
Mailing Address: [REDACTED]  
Phone Number: [REDACTED]  
Date of Hire: [REDACTED]  
Date of Birth: [REDACTED]  
[REDACTED]

**Veronica De Leoz**

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**From:** [REDACTED]@bell.net>  
**Sent:** March 26, 2025 1:46 PM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

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**From:** [REDACTED]@cogeco.ca>  
**Sent:** April 1, 2025 3:41 PM  
**To:** HBC Employees <hbcemployees@kmlaw.ca>  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank You,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 25, 2025 9:49 AM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]  
**Attachments:** Adobe Scan Mar 21, 2025.pdf

As requested by yourselves

[REDACTED]

[REDACTED]

[REDACTED]

HIRE DATE [REDACTED]

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 29, 2025 10:23 AM  
**To:** Veronica De Leoz  
**Subject:** Info to retain firm for HBC proceeding  
**Attachments:** IMG\_6407.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE #: [REDACTED]

DATE of HIRE: [REDACTED]

[REDACTED]

Kind regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 29, 2025 10:31 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson Bay Service Retention  
**Attachments:** 20250329\_213858.jpg

Hello,

Further to our conversation on Friday March 28, 2025, I have forwarded the information you requested to retain your services below. If you require any further information please advise.

Thank you,

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name: [REDACTED]

Address:  
[REDACTED]

Date of hire: [REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 15, 2025 11:12 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Insolvency case  
**Attachments:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Best regards,  
[REDACTED]



To: vdeleoz@kmlaw.ca

Re: Hudson Bay Company - insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.



**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 7, 2025 5:53 PM  
**To:** Veronica De Leoz  
**Subject:** Re:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 24, 2025 6:29 PM  
**To:** Veronica De Leoz  
**Subject:** Retaining Koskie Minsky LLP  
**Attachments:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

A copy of my passport is attached.

My information is as follows:

FULL NAME: [REDACTED]  
[REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

DATE OF HIRE: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 26, 2025 4:54 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** Hudson's Bay "case"  
**Attachments:** 2025-03-26\_160933.pdf

I Lisa Lee hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (Burlington store 1524) (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My Full Name: [REDACTED]

My Mailing Address: [REDACTED]

My Phone Number: [REDACTED]

Date Of Hire: [REDACTED]

Age And D.O.B: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@me.com>  
**Sent:** April 7, 2025 1:49 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 14, 2025 7:02 PM  
**To:** Veronica De Leoz  
**Subject:** Hudsons Bay Proceedings  
**Attachments:** CamScanner 2025-04-14 16.51.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 26, 2025 8:36 AM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]  
**Attachments:** Driver's Licence.pdf

Good morning,

I hope that you are doing well.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please see my information below and my ID attached to this email:

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you and talk soon,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 15, 2025 7:21 PM  
**To:** Veronica De Leoz  
**Subject:** Application for severance application - Hudsons Bay  
**Attachments:** [REDACTED]

Hello Veronica:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please find a copy of my government ID.

Thanks and best regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 2, 2025 7:02 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Insolvency  
**Attachments:** [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name: [REDACTED]

Address: [REDACTED]

Phone#: [REDACTED]

Date of Hire: [REDACTED]

[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@icloud.com>  
**Sent:** April 13, 2025 6:10 PM  
**To:** Veronica De Leoz  
**Subject:** Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 31, 2025 9:37 AM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]  
**Attachments:** [REDACTED]

Dear Veronica De Leoz,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems

appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority.

I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please find attached a copy of my photo ID (Driver Licence).

Thank you for the attention,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 16, 2025 12:09 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson Bay Employee

To Whom

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED]

Hire Date: [REDACTED]

Age: [REDACTED]

Sincerely

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 9, 2025 1:01 AM  
**To:** Veronica De Leoz  
**Subject:** Re: Retainer Confirmation – Hudson’s Bay Case

Dear Veronica,

I hereby request and authorize Koskie Minsky LLP (“KM”) to act for me in connection with the matter of a plan of compromise or arrangement of Hudson’s Bay Company (the “Case”) and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient

authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please find my personal information below:

Full Name: [REDACTED]  
Mailing Address: [REDACTED]  
[REDACTED]  
Phone Number: [REDACTED]  
Date of Hire: [REDACTED]  
Date of Birth: [REDACTED]  
[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 7, 2025 1:21 PM  
**To:** Veronica De Leoz

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

Begin forwarded message:

**From:** Veronica De Leoz <vdeleoz@kmlaw.ca>

**Date:** April 14, 2025 at 5:52:42 AM PDT

**To:** [REDACTED]

**Cc:** Abir Shamim <ashamim@kmlaw.ca>

**Subject:** RE:

**I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.**

**Veronica De Leoz**

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---

**From:** [REDACTED]  
**Sent:** April 10, 2025 2:23 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]  
**Sent:** April 17, 2025 3:43 PM  
**To:** Veronica De Leoz  
**Subject:** Request to retain services

Hi Veronica.

Please see information requested below:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

2. As per the requirements of the Law Society of Ontario, please provide a scan/copy of a government issued photo ID.

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 16, 2025 2:33 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay  
**Attachments:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 14, 2025 8:38 PM  
**To:** Veronica De Leoz  
**Subject:** HBC - Insolvency Proceeding  
**Attachments:** ID card Apr 14, 2025.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full Name: [REDACTED]  
Mailing Address: [REDACTED]  
[REDACTED]  
Phone Number: [REDACTED]  
Date of Hire: [REDACTED]  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 10, 2025 11:23 AM  
**To:** Veronica De Leoz  
**Subject:** HBC insolvency case.  
**Attachments:** IMG\_7889.jpeg; IMG\_7888.jpeg

Hi Veronica,  
I'm a current employee with the Hudson's Bay Co.  
My name is [REDACTED] and  
I would like to be represented by KOSKIE MINSKY LLP in the HBC insolvency case.

[REDACTED]

Date of hire [REDACTED]

Please advise if there is more information needed.

Kind regards,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 2, 2025 11:32 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay - Class Action

Hello,

1. I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

A copy of my Drivers License is attached.

2. **Please also provide the following information:**

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 17, 2025 6:31 PM  
**To:** Veronica De Leoz  
**Subject:** HUDSON'S BAY COMPANY - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 18, 2025 11:46 AM  
**To:** Andrew J. Hatnay; Abir Shamim; Veronica De Leoz  
**Cc:** [REDACTED]  
**Subject:** Legal Representation  
**Attachments:** 2025-04-18\_114286-2.jpg; 2025-04-18\_114286-1.jpg

To: Koskie Minsky LLP (KM)

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full Name: [REDACTED]  
Mailing Address: [REDACTED]  
Phone Number: [REDACTED]  
Date of Hire: [REDACTED]  
[REDACTED]

Sincerely,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** March 28, 2025 10:12 AM  
**To:** Veronica De Leoz  
**Subject:** HUDSON'S BAY PROCEEDINGS [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 31, 2025 1:46 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 2, 2025 12:46 PM  
**To:** Veronica De Leoz  
**Subject:** Fw: Message from "1532MFP01"  
**Attachments:** 20250402124158987.pdf

Good afternoon,

Name: [REDACTED]  
Address: [REDACTED]  
DOB: [REDACTED]  
Date of Hired: [REDACTED]  
[REDACTED]

Thank you.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

[Sent from Yahoo Mail for iPhone](#)

**Veronica De Leoz**

---

**From:** [REDACTED]@rogers.com>  
**Sent:** April 3, 2025 9:45 AM  
**To:** Veronica De Leoz  
**Subject:** request to authorize Hudson's Bay Company (the "Case")  
**Attachments:** 20240108\_152219.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

Date of Hire: [REDACTED]

Date of Birth: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@rogers.com>  
**Sent:** March 31, 2025 12:06 PM  
**To:** Veronica De Leoz  
**Subject:** Re: Severance package

Hello, as requested I have forwarded you all the information required. If you require any further information please feel free to contact me. Thank you

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.  
Sent from my iPhone

Name: [REDACTED]  
Address: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@rogers.com>  
**Sent:** April 2, 2025 1:31 PM  
**To:** Veronica De Leoz  
**Subject:** HUDSON'S BAY PROCEEDINGS [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@sympatico.ca  
**Sent:** April 4, 2025 10:45 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company Insolvency Proceeding  
**Attachments:** 2025-04-04\_101917. do.pdf

Good Morning,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

Date of Hire: [REDACTED]

Date of Birth: [REDACTED]

Driver's license attached below

Best Regards,

[REDACTED]

**Veronica De Leoz**

---

-----Original Message-----

From: [REDACTED]@yahoo.ca>

Sent: March 27, 2025 2:18 AM

To: Abir Shamim <ashamim@kmlaw.ca>

Subject: Retainer Notice to Koskie Minsky LLP

Dear Abir Shamim of Koskie Minsky LLP,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

My mailing address is:

[REDACTED]

My phone number is [REDACTED]

My age is [REDACTED]

My Date of hire is [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 14, 2025 4:42 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company SERP

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Regards,

[REDACTED]

[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 8, 2025 10:59 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please note: We are not billing employees for our representation.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@cogeco.ca>  
**Sent:** March 25, 2025 5:03 PM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]  
**Attachments:** Adobe Scan Mar. 25, 2025.pdf; Adobe Scan Mar. 25, 2025.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: 7 [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@rogers.com>  
**Sent:** March 31, 2025 2:41 PM  
**To:** Veronica De Leoz  
**Subject:** Authorization HBC Severance Lawsuit  
**Attachments:** 17434463907881550808979342538435.jpg; 17434464223932502531601735709912.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>

**Sent:** March 15, 2025 11:17 PM

**To:** Abir Shamim <ashamim@kmlaw.ca>

**Subject:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**FULL NAME:** [REDACTED]

**MAILING ADDRESS:**  
[REDACTED]

**PHONE NUMBER:** [REDACTED]

**DATE OF HIRE:** [REDACTED]

**YOUR AGE:** [REDACTED]

**D.O.B.:** [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 12, 2025 11:49 PM  
**To:** Veronica De Leoz  
**Subject:** HBC CASE PROCEEDINGS  
**Attachments:** IMG\_6603.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
AGE & DATE OF BIRTH: [REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 10, 2025 2:15 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

Hello, I am [REDACTED]  
I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 15, 2025 3:23 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** Image\_20250415\_152154\_449.jpeg

Good afternoon,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 3, 2025 8:12 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 14, 2025 4:08 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay company- Insolvency proceeding  
**Attachments:** attachment 2.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 18, 2025 2:39 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@shaw.ca>  
**Sent:** March 30, 2025 2:56 PM  
**To:** Veronica De Leoz  
**Cc:** [REDACTED]  
**Subject:** Hudson's Bay Company- Insolvency Proceeding  
**Attachments:** ID.jpeg

Hi Veronica,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Here is additional information and photo ID:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Please let me know if there is any additional information required or if there are any questions or concerns.

Thank you.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 4, 2025 8:26 AM  
**To:** Veronica De Leoz  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** 1000068860.jpg

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** Friday, April 4, 2025 7:24:56 AM  
**To:** vdeleoz@kmlaw.ca <vdeleoz@kmlaw.ca>  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 27, 2025 2:56 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** [REDACTED]

Dear Sir/Madam,  
Please find below the details as requested.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]  
[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]  
[REDACTED]

Sincerely,

**Veronica De Leoz**

---

**From:** [REDACTED]@icloud.com>  
**Sent:** April 14, 2025 4:17 PM  
**To:** Veronica De Leoz  
**Subject:** Re: Hudson's bay

I forgot to send my DOB  
[REDACTED]

Sent from my iPhone

On Apr 14, 2025, at 2:14 PM, [REDACTED]@icloud.com> wrote:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 26, 2025 2:17 PM  
**To:** Veronica De Leoz  
**Subject:** HBC case  
**Attachments:** MU.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@shaw.ca >  
**Sent:** April 16, 2025 1:30 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** Hudson's Bay Company - Insolvency Proceeding. Terminated SERP benefits.  
**Attachments:** IMG\_7264.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Regards,  
[REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 31, 2025 8:12 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Hudson's Bay [REDACTED]

Hi,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Kind regards,

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 16, 2025 11:22 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** [REDACTED]

Hello, as per your instructions, see below

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED] 4  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

I Have also attached a copy of my driver's license. Please let me know if you need anything else

Thanks

Sent from [Outlook](#)

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>

**Sent:** March 17, 2025 10:43 AM

**To:** Abir Shamim <ashamim@kmlaw.ca>

**Subject:** To enroll me for filling a case

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. I hereby authorized to do appropriate action in such manner as I may deem expedient and proper, and let this be my good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time & in future.

FULL NAME: [REDACTED] MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

YOUR Age : [REDACTED]

D.O.B. [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 6, 2025 2:19 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** Hudson's Bay Company Insolvency Proceeding - Request to be represented  
**Attachments:** [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Please see attached my drivers licence.**

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Please let me know if there is anything else required or what the next steps would be.

Thanks,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 8, 2025 2:25 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Class Action – Required Information Submission  
**Attachments:** Need to backup paper documents.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
date of hire: [REDACTED]  
age: [REDACTED]  
date of birth: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 1, 2025 8:44 AM  
**To:** Abir Shamim  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name: [REDACTED]  
Address: [REDACTED]  
[REDACTED]  
Phone: [REDACTED]  
Date of Hire: [REDACTED]  
Age: [REDACTED]  
DOB: [REDACTED]

Thank you  
[REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 2, 2025 7:58 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Attached is a copy of my drivers licence.

[REDACTED]

Hire Date: [REDACTED]

Thanks

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@sympatico.ca>  
**Sent:** March 31, 2025 11:05 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's bay insolvency proceedings

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Hired [REDACTED]  
[REDACTED]  
[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you,

[REDACTED]

Sent from my iPhone

---

**From:** [REDACTED]@gmail.com  
**Sent:** Tuesday, April 1, 2025 11:17:38 AM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:**

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME:  
MAILING ADDRESS:  
PHONE NUMBER:  
DATE OF HIRE:  
YOUR AGE AND D.O.B.:

Kind regards,

[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 16, 2025 8:46 PM  
**To:** Veronica De Leoz  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** 9 CLASS CATÉGORIE.pdf; Driver's Licence 2.pdf

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Copy of my driver's license (front and back) is attached.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thanks,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]  
**Sent:** April 10, 2025 4:31 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.ca>  
**Sent:** April 8, 2025 10:58 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** attachment 1.pdf

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Hired [REDACTED]

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Sent from my iPhone

**Veronica De Leoz**

---

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 31, 2025 7:23 PM  
**To:** HBC Employees <hbcemployees@kmlaw.ca>  
**Cc:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Hudson's Bay Proceedings

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Sincerely,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 28, 2025 2:06 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Insolvency Proceeding  
**Attachments:** 20250328\_120436.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 31, 2025 1:05 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** HBC Liquidation  
**Attachments:** Passport .jpg

Hi Veronica

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

Thank you,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.ca>  
**Sent:** April 13, 2025 8:48 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** HBC insolvency Case

Good day,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]  
**Sent:** March 27, 2025 1:46 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Employee  
**Attachments:** PXL\_20250327\_174016354.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Attaching Govt issued proof of ID

Thank you,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 3, 2025 10:37 PM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]  
**Attachments:** 1000027527.jpg

---

**De:** [REDACTED]  
**Enviado:** Jueves, 03 de Abril de 2025 08:23 PM  
**Para:** vdeleoz@kmlaw.ca  
**Asunto:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
AGE: [REDACTED]  
DATE OF HIRE: [REDACTED]  
Get [Outlook for Android](#)

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 27, 2025 12:00 PM  
**To:** Veronica De Leoz  
**Subject:** Fwd: Hudson's Bay Company - Insolvency Proceeding

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please see attached copy of my passport

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

Thank you,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 3, 2025 2:53 PM  
**To:** Abir Shamim  
**Cc:** [REDACTED] Veronica De Leoz; HBC Employees  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** Adobe Scan Aug 27, 2023 (2).pdf

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you,

[REDACTED]

Sent from my iPhone

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 13, 2025 12:38 PM  
**To:** Veronica De Leoz  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** CCI\_000056.jpg

Hi,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you,

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 15, 2025 3:20 PM  
**To:** Veronica De Leoz  
**Subject:** Copy of ID - [REDACTED]

Hello Veronica !

First of all, I would like to express my gratitude for your quick response!

Below you will find information needed for the next step(s).

1. I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

2. Please find my copy of Driving license in attachment.

Thank you very much!

Sincerely,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]  
**Sent:** March 31, 2025 4:42 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson Bay - [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Sent from my iPhone

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 30, 2025 11:15 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay employee  
**Attachments:** Scanned\_20250330-0805.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

Thank you

[REDACTED]

Original hiring date [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 8, 2025 8:43 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** HBC employee  
**Attachments:** Document\_2025-04-08\_183633.pdf

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name : [REDACTED]

Sent from my iPhone I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Date of employment [REDACTED]  
Date of birth [REDACTED]

**Veronica De Leoz**

---

---

**From:** P [REDACTED]  
**Sent:** March 25, 2025 11:16 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** [REDACTED]

Hello Abir:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]  
**Sent:** April 15, 2025 4:08 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Retain Representation for Hudson's Bay Company Case

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Name:** [REDACTED]  
**Address:** [REDACTED]  
[REDACTED]  
**Phone Number:** [REDACTED]  
**Date of Hire:** [REDACTED]  
[REDACTED]  
[REDACTED]

**Veronica De Leoz**

---

Begin forwarded message:

**From:** Abir Shamim <ashamim@kmlaw.ca>  
**Date:** March 28, 2025 at 3:36:23 PM EDT  
**To:** [REDACTED]  
**Cc:** Veronica De Leoz <vdeleoz@kmlaw.ca>, HBC Employees <hbcemployees@kmlaw.ca>  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 2, 2025 8:31 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Employee Request & Authorization  
**Attachments:** [REDACTED]

---

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank You,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 6, 2025 9:30 PM  
**To:** Veronica De Leoz  
**Subject:** HBC  
**Attachments:** 20250406\_182359.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.ca>  
**Sent:** March 17, 2025 1:27 PM  
**To:** Andrew J. Hatnay; Abir Shamim; Veronica De Leoz  
**Subject:** RE: Pension & Benefit Issues from HBC Liquidation

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]  
**Sent:** March 24, 2025 7:09 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** HBC employee - [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 3, 2025 4:22 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
Date of hire: [REDACTED]  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 4, 2025 4:44 PM  
**To:** Veronica De Leoz  
**Subject:** THE BAY EMPLOYEE [REDACTED]

Hi,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

1. FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

BEST REGARDS

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 3, 2025 3:54 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** Fw: Hudson's Bay Company - Insolvency Proceeding

Hi Koskie Minsky LLP:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority.

I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Here are the information as required:

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Many thanks

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 13, 2025 1:57 PM  
**To:** Veronica De Leoz  
**Subject:** Re: Hbc proceeding  
**Attachments:** Permit residency card.pdf

On Sun, Apr 13, 2025 at 11:42 AM [REDACTED] wrote:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My full name: [REDACTED]

Mailing address: [REDACTED]

Date of hire [REDACTED]

Thank you

Thank you for your assistance in this matter

**Veronica De Leoz**

---

**From:** Abir Shamim  
**Sent:** March 28, 2025 11:52 AM  
**To:** [REDACTED]  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** FW: Hudson's Bay Company - Representation by Koskie Minsky LLP

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 28, 2025 11:46 AM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Representation by Koskie Minsky LLP

Hello

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Thanks

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 26, 2025 9:18 AM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 27, 2025 5:11 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Employee - Representation Request by Koskie Minsky LLP  
**Attachments:** 20250327\_170553.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Attached is a copy of my drivers license for ID purposes.

Thank you

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 12, 2025 12:57 PM  
**To:** Veronica De Leoz  
**Subject:** Re: HBC Insolvency Case  
**Attachments:** [REDACTED]

Good morning,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

Thank you,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@rogers.com>  
**Sent:** March 25, 2025 10:42 AM  
**To:** Veronica De Leoz  
**Subject:** HBC SERP pension representation  
**Attachments:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** Abir Shamim  
**Sent:** March 27, 2025 4:48 PM  
**To:** Veronica De Leoz  
**Cc:** HBC Employees  
**Subject:** FW: Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** Image (76).jpg

---

**From:** [REDACTED]  
**Sent:** March 27, 2025 4:48 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

On Tue, Apr 15, 2025 at 3:18 p.m., [REDACTED] wrote:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 2, 2025 5:34 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company Insolvency Proceeding  
**Attachments:** IMG\_5011.jpeg

Good evening,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please see attached for copy of ID.

Thank you,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 15, 2025 11:17 AM  
**To:** Veronica De Leoz  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** Driver's Licence.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Best regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@live.ca>  
**Sent:** March 31, 2025 3:02 PM  
**To:** Veronica De Leoz  
**Subject:** HBC INSOLVENCY - R [REDACTED]  
**Attachments:** processed-2AF029C8-68FA-4F22-B610-700B31952116.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Legal Name: [REDACTED]  
DOB: [REDACTED]  
Date of Hire: [REDACTED]

Separation Agreement - [REDACTED]  
[REDACTED]

Thank you,  
[REDACTED]

Get [Outlook for iOS](#)

**Veronica De Leoz**

---

----- Original message -----

From: Abir Shamim <ashamim@kmlaw.ca>

Date: 2025-04-01 12:08 p.m. (GMT-07:00)

To: [REDACTED]

Cc: Veronica De Leoz <vdeleoz@kmlaw.ca>, HBC Employees <hbcemployees@kmlaw.ca>

Subject: RE: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 14, 2025 7:46 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Case

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Regards,  
[REDACTED]

Get [Outlook for Android](#)

**Veronica De Leoz**

---

**From:** Abir Shamim  
**Sent:** April 3, 2025 5:32 PM  
**To:** [REDACTED]  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** RE: Retainer form

**From:** [REDACTED]@gmail.com>  
**Sent:** April 3, 2025 5:28 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Retainer form

Sent from my iPad

Begin forwarded message:

**From:** [REDACTED]  
**Date:** April 1, 2025 at 8:43:43 AM EDT  
**To:** [REDACTED]  
**Subject:** Information to provide for WEPP

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME : [REDACTED]  
MAILING ADDRESS: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 31, 2025 2:55 PM  
**To:** Abir Shamim; Veronica De Leoz  
**Subject:** Retain KM Info

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
Hired date : [REDACTED]  
DOB: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 8, 2025 1:38 PM  
**To:** Veronica De Leoz  
**Subject:** Re: Class Action Participation - HBC Employee  
**Attachments:** IMG\_4416.jpeg

Hi Veronica,

Thank you for your response. Please find below the requested information:



**1. Authorization Statement:**

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.



**2. Personal Information:**

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
AGE AND D.O.B.: [REDACTED]



**3. ID Copy:**

Please find attached a copy of my government-issued photo ID.

Thank you again for your support.

Best regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** Abir Shamim  
**Sent:** March 31, 2025 11:16 PM  
**To:** [REDACTED]  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** FW: Retainer form

**From:** [REDACTED]<[REDACTED]@gmail.com>  
**Sent:** March 31, 2025 11:15 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Retainer form

1 Copy and paste the text below in a separate email to indicate you are retaining the services of Koskie Minsky LLP:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]  
[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]  
**Sent:** March 27, 2025 5:18 PM  
**To:** HBC Employees <hbcemployees@kmlaw.ca>  
**Subject:** [REDACTED]

Hi

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 3, 2025 1:07 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Employee Seeking Representation  
**Attachments:** Image\_250403\_130046.jpeg

Hi there,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

Thank you!

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS [REDACTED]

PHONE NUMBER [REDACTED]

DATE OF HIRE [REDACTED]

YOUR AGE AND D.O.B. [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 11, 2025 11:02 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay severance proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 29, 2025 4:56 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** IMG\_2701.jpg

Hi Veronica,

Here is the information requested. Please let me know if you need anything else.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Sincerely,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 13, 2025 1:21 PM  
**To:** Veronica De Leoz  
**Subject:** HBC legal inquiry  
**Attachments:** output-FD91FCB9-898E-4AC0-9354-38C783629D82.jpeg

Hi Abir,

Trust you are well.

I am sending my details to retain the firm for HBC legal proceedings.

1. I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Regards.

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 11, 2025 2:46 PM  
**To:** Veronica De Leoz  
**Subject:** Re: Class Action Participation – HBC Employee

Hi Veronica,

Thank you for your response. Please find below the requested information:



**1. Authorization Statement:**

I hereby request and authorize Koskie Minsky LLP (“KM”) to act for me in connection with the matter of a plan of compromise or arrangement of Hudson’s Bay Company (the “Case”) and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**2. Personal Information:**

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
AGE AND D.O.B.: [REDACTED]



**3. ID Copy:**

Please find attached a copy of my government-issued photo ID.  
Thank you again for your support.

Best regards,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 16, 2025 8:29 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 14, 2025 4:48 PM  
**To:** Veronica De Leoz  
**Attachments:** 20250414\_164221.jpg; 20250414\_164213.jpg

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thanks again,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@live.com>  
**Sent:** April 3, 2025 12:20 AM  
**To:** Veronica De Leoz  
**Subject:** services of Koskie Minsky LLP  
**Attachments:** 1000040088.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

DATE OF HIRE: [REDACTED]

[REDACTED]

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**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 8, 2025 1:11 PM  
**To:** Abir Shamim  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** [REDACTED]

Hi Abir,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Please see attached for my ID.

Thanks so much, I appreciate it.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@outlook.com>  
**Sent:** April 3, 2025 12:51 PM  
**To:** Veronica De Leoz  
**Subject:** Representation for Hudson's Bay Proceeding  
**Attachments:** [REDACTED]

Hi Veronica,

I'm looking to be represented for the Hudson's Bay proceeding. I am currently an active employee. My details are below:

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED] [REDACTED]

Please let me know if there is anything else you need.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Thank you,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]  
**Sent:** April 17, 2025 4:34 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency

To whom it may concern:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 26, 2025 10:42 AM  
**To:** Veronica De Leoz  
**Subject:** HBC Retainer Letter

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]  
**Sent:** March 31, 2025 7:52 PM  
**To:** Veronica De Leoz <vdeleoz@kmlaw.ca>  
**Subject:** HBC EMPLOYEE

To Whom it may Concern,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please find attached a copy of my driver's license.

Name: [REDACTED]  
Address: [REDACTED]  
Date of hire: [REDACTED]  
[REDACTED]

Thank you,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 7, 2025 1:15 PM  
**To:** Veronica De Leoz  
**Subject:** Hudsons Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]  
**Sent:** April 5, 2025 8:01 PM  
**To:** Veronica De Leoz <vdeleoz@kmlaw.ca>  
**Subject:** Hudsons Bay Employee

Hello, I received your information from a colleague. Please see below and let me know if you require anything additional.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or4advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 1, 2025 10:28 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you for helping me with my claim.

If you have any questions or concerns please do not hesitate to contact me!

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 24, 2025 2:53 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson Bay  
**Attachments:** 20250324\_135208.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

As per the requirements of the Law Society of Ontario, please provide a scan/copy of a government issued photo ID.

Please also provide the following information:

FULL NAME:

[REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER:

[REDACTED]

DATE OF HIRE:

[REDACTED]

YOUR AGE AND D.O.B.:

[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 24, 2025 1:50 PM  
**To:** Veronica De Leoz  
**Subject:** Request  
**Attachments:** 1000024571.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: 1 [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

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**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 2, 2025 1:08 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay class action lawsuit  
**Attachments:** ID.pdf

Good Afternoon,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My information is as follows:

[REDACTED]

A copy of my drivers license is attached.

I also want to mention that the company sent me a letter on March 17th indicating that my severance pay and benefits were terminated effective immediately.

However, the last pay I received was up to and including Feb.28th.

Please confirm receipt of the above and that I am included in the class action lawsuit.

Have a great day!

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 7, 2025 8:53 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

Good morning,  
As per Abir's email, here are the details regarding retaining Koskie Minsky in the Hudson's Bay proceedings.

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Date of hire: [REDACTED]

Date of birth: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 7, 2025 10:52 PM  
**To:** Veronica De Leoz  
**Subject:** Re: Class Action Participation – HBC Employee  
**Attachments:** attachment 1.pdf

Hi Veronica,

Thank you for your response. Please find below the requested information:



**1. Authorization Statement:**

I hereby request and authorize Koskie Minsky LLP (“KM”) to act for me in connection with the matter of a plan of compromise or arrangement of Hudson’s Bay Company (the “Case”) and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.



**2. Personal Information:**

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
AGE AND D.O.B.: [REDACTED]



**3. ID Copy:**

Please find attached a copy of my government-issued photo ID.

Thank you again for your support.

Best regards,  
[REDACTED]  
Sent from my iPhone

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 24, 2025 1:45 PM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** Abir Shamim  
**Sent:** March 30, 2025 7:16 PM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED] Hudson's Bay Insolvency Proceeding Retainer  
**Attachments:** IMG\_3047.jpeg; IMG\_3046.jpeg

---

**From:** [REDACTED]<[REDACTED]@gmail.com>  
**Sent:** Sunday, March 30, 2025 7:14:26 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** [REDACTED] - Hudson's Bay Insolvency Proceeding Retainer

1) I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

2) ID: Please see attached

3) Name: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Date of Hire: [REDACTED] 4

Age & DOB: [REDACTED]

Regards,

[REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@shaw.ca>  
**Sent:** April 11, 2025 2:16 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 3, 2025 8:00 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** CANADA.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
Date of hire: [REDACTED]  
[REDACTED]

497

... for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority.

I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

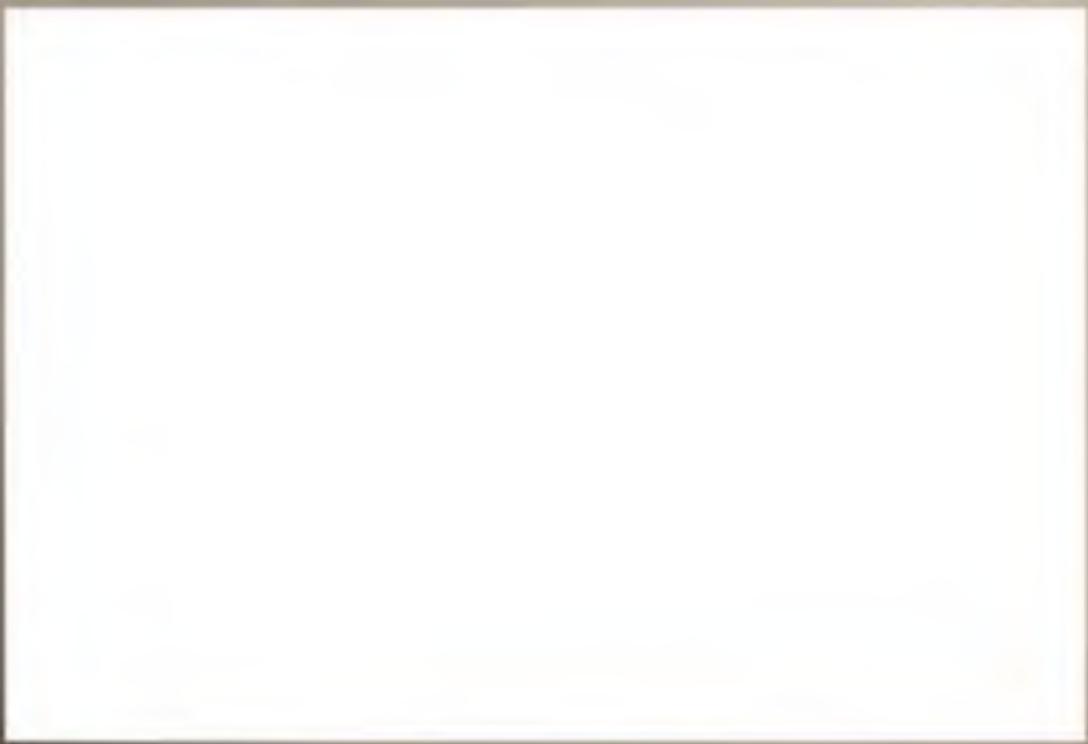
FULL NAME:

MAILING ADDRESS:

PHONE NUMBER:

DATE OF HIRE:

YOUR AGE AND D.O.B.: Should you have any questions, please do not hesitate to contact Abir Shamim of Koskie Minsky LLP at ashamim@kmlaw.ca/ 416-977-9925 ext. 2039. Thank you.



I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 4, 2025 10:30 AM  
**To:** Veronica De Leoz  
**Subject:** retaining the services of Koskie Minsky

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** Abir Shamim  
**Sent:** March 30, 2025 6:55 PM  
**To:** [REDACTED]  
**Cc:** Veronica De Leoz  
**Subject:** FW: [REDACTED]  
**Attachments:** IMG\_2950.jpg

---

**From:** [REDACTED]  
**Sent:** March 30, 2025 6:43 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** [REDACTED]

Hi Abir,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Information:**

- **FULL NAME:** [REDACTED]
- **MAILING ADDRESS:** [REDACTED]
- **PHONE NUMBER:** [REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]  
**Sent:** March 27, 2025 3:46 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>; Veronica De Leoz <vdeleoz@kmlaw.ca>  
**Subject:** Hudson bay case

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

[REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 8, 2025 11:25 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**FULL NAME:** [REDACTED]

**MAILING ADDRESS:**

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 25, 2025 9:42 AM  
**To:** Veronica De Leoz  
**Cc:** [REDACTED]  
**Subject:** Hudson's Bay Company - Representation by Koskie Minsky LLP  
**Attachments:** Drivers Licence.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Date of Hire :** [REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 24, 2025 1:40 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** Hudson's Bay Company-Case  
**Attachments:** [REDACTED]

As per the request of Abir Shami, Here is my authorization and Identification for the Hudson Bay Case,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

As per the requirements of the Law Society of Ontario, please provide a scan/copy of a government issued photo ID.

Please also provide the following information:

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 9, 2025 6:39 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay - Active Employee  
**Attachments:** Picture ID - [REDACTED]

Hi

See below my information as per your request .  
See attached my picture Id , let me know what the process is and how it works or if you need more information from me.

I would like to retain the services of Koskie Minsky LLP.”

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thanks

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 30, 2025 10:21 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Employee

I am currently working at the Hudson's Bay location at [REDACTED]

I was instructed from a previous email from Abir to provide your law firm with some information. See below.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Start Date with HBC: [REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@live.com>  
**Sent:** March 24, 2025 11:15 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Severance  
**Attachments:** Drivers license .pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@icloud.com>  
**Sent:** March 28, 2025 12:18 PM  
**To:** Veronica De Leoz  
**Subject:** Insolvency preceding information  
**Attachments:** attachment 1.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]  
Date of hire [REDACTED]

Date of birth  
[REDACTED]

Sent from my iPhone

**Veronica De Leoz**

---

**From:** [REDACTED]@telus.net>  
**Sent:** March 26, 2025 9:39 PM  
**To:** Veronica De Leoz

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 6, 2025 5:36 PM  
**To:** Veronica De Leoz  
**Subject:** Hudsons Bay severance case  
**Attachments:** 20250406\_162426.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Hire date at Hudsons Bay [REDACTED]

Kind regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.ca>  
**Sent:** April 8, 2025 12:11 PM  
**To:** Veronica De Leoz  
**Subject:** HBC employee  
**Attachments:** IMG\_20250407\_122135851.jpg

Thank you for getting back to me, here is what you have requested.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** March 24, 2025 8:29 PM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]  
**Attachments:** 1000002148.jpg; 1000002149.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

As requested in the initial email, please find attached a copy of my driver license.

Here are additional information:

**FULL NAME:** [REDACTED]

**MAILING ADDRESS:** [REDACTED]

**PHONE NUMBER:** [REDACTED]

**DATE OF HIRE:** [REDACTED]

**YOUR AGE AND D.O.B.:** [REDACTED]

Thanks,

[REDACTED]

Sent from [Outlook](#)

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.ca>  
**Sent:** March 27, 2025 1:48 PM  
**To:** Abir Shamim; Veronica De Leoz  
**Cc:** HBC Employees  
**Subject:** HBC Insolvency proceeding

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

[Sent from Yahoo Mail for iPhone](#)

**Veronica De Leoz**

---

**From:** [REDACTED]@telus.net>  
**Sent:** April 15, 2025 10:04 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson Bay - insolvency Proceeding

Hi There,

[REDACTED]

As per the previous email you sent out her is the required information:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

NAME - [REDACTED]

ADDRESS - [REDACTED]

[REDACTED]

DATE OF HIRE - [REDACTED]

YOUR AGE AND D.O.B - [REDACTED]

If you require anything else, please let me know.

Thanks

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 9, 2025 11:15 AM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** Retention for Hudson's Bay proceeding

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**FULL NAME:** [REDACTED]

**MAILING ADDRESS:** [REDACTED]

**PHONE NUMBER:** [REDACTED]

**DATE OF HIRE:** [REDACTED]

**YOUR AGE AND D.O.B.:** [REDACTED]

Please let me know if there is any further information required.

Thank you!

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 2, 2025 10:33 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My name is [REDACTED]

[REDACTED]

Date of hire - [REDACTED]  
Date of birth - [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]  
**Sent:** March 28, 2025 4:06 PM  
**To:** Veronica De Leoz  
**Subject:** Authorization to act of Koskie Minsky Ex HBC employee [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Thank you



Sent from my iPad

**Veronica De Leoz**

---

**From:** [REDACTED]@shaw.ca>  
**Sent:** April 6, 2025 2:27 PM  
**To:** Veronica De Leoz  
**Subject:** Re: HBC Liquidation

retaining the services of Koskie Minsky LLP:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Sent from my iPhone

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 31, 2025 9:09 AM  
**To:** Veronica De Leoz  
**Subject:** Retainer

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME:

[REDACTED]

MAILING ADDRESS:

[REDACTED]  
[REDACTED]

PHONE NUMBER:

[REDACTED]

DATE OF HIRE:

YOUR AGE AND D. O. B. :

[REDACTED]  
[REDACTED]

Sincerely

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]  
**Sent:** March 25, 2025 10:03 AM  
**To:** Veronica De Leoz  
**Subject:** Representation  
**Attachments:** ID.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority, I understand that JM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

--  
[REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 14, 2025 11:22 PM  
**To:** Veronica De Leoz; [REDACTED]  
**Subject:** Hudsons Bay Representation  
**Attachments:** b5c0937a-98d0-4187-b281-2916a6fc47fa.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 26, 2025 10:07 AM  
**To:** Veronica De Leoz  
**Subject:** retention response  
**Attachments:** My ID.jpg

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

thank you,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@shaw.ca >  
**Sent:** April 10, 2025 9:11 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 26, 2025 1:58 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Representation by Koskie Minsky LLP  
**Attachments:** DL.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Thank you

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@outlook.com>  
**Sent:** April 9, 2025 11:41 AM  
**To:** Veronica De Leoz  
**Subject:** HBC employee  
**Attachments:** IMG\_20250409\_0001\_NEW.pdf

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Date of hire: [REDACTED]  
AGE: [REDACTED]  
D.O.B: [REDACTED]

Photo ID attached

Regards,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 10, 2025 11:17 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding - Information - [REDACTED]  
**Attachments:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**FULL NAME:**

[REDACTED]

**MAILING ADDRESS:**

[REDACTED]

**PHONE NUMBER:**

[REDACTED]

**DATE OF HIRE:**

[REDACTED]

**AGE:**

[REDACTED]

**Date of Birth:**

[REDACTED]

I am attaching my driver's license as official ID.

Let me know if you need anything else and have a great day!

**Veronica De Leoz**

---

---

**From:** [REDACTED]c7@LIVE.CA>  
**Sent:** Thursday, March 27, 2025 4:33:06 PM  
**To:** vdeleoz@kmlaw.ca <vdeleoz@kmlaw.ca>  
**Subject:** Hudson Bay employees

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

I

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 26, 2025 9:16 AM  
**To:** Veronica De Leoz; Abir Shamim  
**Subject:** Hudson's Bay Company - Representation by Koskie Minsky LLP  
**Attachments:** IMG\_4762.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@gmail.com>

**Sent:** April 2, 2025 10:44 AM

**To:** Abir Shamim <ashamim@kmlaw.ca>

**Subject:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: cell: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** March 26, 2025 12:18 PM  
**To:** Veronica De Leoz; [REDACTED]  
**Cc:** HBC Employees; Abir Shamim  
**Subject:** RE: Hudson's Bay Company - Insolvency Proceeding

Hi Veronica,

I am retaining services with KM,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Thank You,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 6, 2025 6:57 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Employee informatio  
**Attachments:** [REDACTED]

Hi  
I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Thank you

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 14, 2025 7:04 PM  
**To:** Veronica De Leoz  
**Subject:** Justices

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@rogers.com>  
**Sent:** March 31, 2025 1:05 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

As per previous email

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name: [REDACTED]  
Address: [REDACTED]  
Phone: [REDACTED]

Age: [REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 3, 2025 2:09 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** Scan\_20250403.png

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

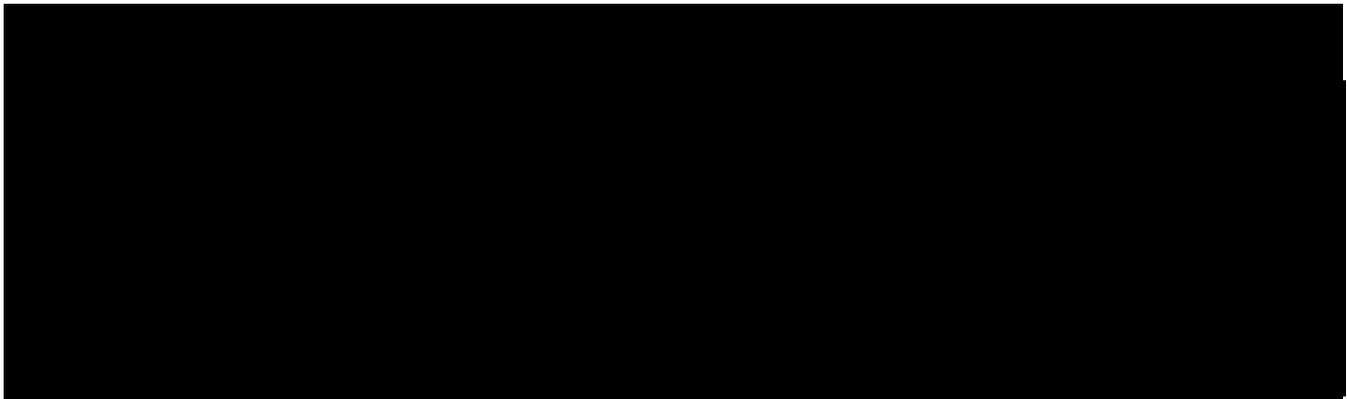
MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company



**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com  
**Sent:** April 15, 2025 7:15 PM  
**To:** Abir Shamim  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

Hello Abir,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS:

[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 14, 2025 6:01 AM  
**To:** Veronica De Leoz  
**Subject:** HBC Employee  
**Attachments:** Photo ID.jpeg; Photo ID.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

My photo ID is in the attachment.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 15, 2025 4:23 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** 20250228\_221935.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please find attached my driver's license.

Full name: [REDACTED]  
Mailing address: [REDACTED]  
Phone number [REDACTED]  
Date of hire [REDACTED]  
Age and DOB [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 10, 2025 1:38 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson' Bay Company - Insolvency Proceeding  
**Attachments:** Front of drivers license.jpg; Back of drivers license.jpg

Good afternoon,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: [REDACTED]  
DATE OF HIRE: [REDACTED]  
AGE AND D.O.B.: [REDACTED]

Regards,

[REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@gmail.com>  
**Sent:** Friday, April 11, 2025 8:42 AM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name: [REDACTED]  
Address: [REDACTED]  
Telephone #- [REDACTED]  
Copy of driver's license as requested

Thank you

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 3, 2025 4:00 PM  
**To:** Veronica De Leoz

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this

[REDACTED]

**Veronica De Leoz**

---

-----Original Message-----

From: [REDACTED]@gmail.com>

Sent: April 4, 2025 12:41 PM

To: Abir Shamim <ashamim@kmlaw.ca>

Subject: Layoff

Good morning

To whom it may concern

[REDACTED]

I need legal advice

[REDACTED]

Regards

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority.

**Veronica De Leoz**

---

**Subject:** RE: Retaining KmLaw

Begin forwarded message:

**From:** [REDACTED]@icloud.com>  
**Date:** March 26, 2025 at 6:55:08 PM EDT  
**To:** vdeleoz@kmlaw  
**Subject:** Retaining KmLaw

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of compromise or arrangement of Hudson's Bay Company (the Case) and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Sent from my iPhone

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 18, 2025 2:37 PM  
**To:** Veronica De Leoz  
**Subject:** HUDSON'S BAY COMPANY - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

**Veronica De Leoz**

---

**From:** [REDACTED]@telus.net>  
**Sent:** April 18, 2025 6:20 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Insolvency  
**Attachments:** 20250418\_161206.jpg; 20250418\_161410.jpg

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Date of Birth: [REDACTED]

Date of hire: [REDACTED]

[REDACTED]

Thank you,

[REDACTED]

Sent from my Galaxy

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 18, 2025 8:21 PM  
**To:** Veronica De Leoz  
**Cc:** Abir Shamim  
**Subject:** Re: Hudson Bay Class Action

Hi Veronica

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Attached is a photo of my drivers license.

Thank you.

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 19, 2025 2:13 PM  
**To:** Veronica De Leoz  
**Subject:** Claim to Hudson's Bay  
**Attachments:** dl.pdf

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full Name: [REDACTED]

Mailing Address: [REDACTED]

Phone Number: [REDACTED]

Date of Hire: [REDACTED]

Age: [REDACTED]

[REDACTED]

Regards,

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 19, 2025 4:38 PM  
**To:** Veronica De Leoz  
**Subject:** Hudsonsbay employee

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@icloud.com>  
**Sent:** April 20, 2025 8:11 PM  
**To:** Veronica De Leoz  
**Subject:** Hbc severance

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please also provide the following information:

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.:

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 20, 2025 7:26 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's bay lawsuit

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Thank you,

[REDACTED]

Get [Outlook for iOS](#)

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.ca>  
**Sent:** April 20, 2025 6:32 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** attachment 1.pdf

Hello

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Date of hire : [REDACTED]

**Veronica De Leoz**

---

---

**From:** J [REDACTED]@gmail.com>  
**Sent:** Sunday, April 20, 2025 1:59 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

---

**From:** [REDACTED]@gmail.com>  
**Sent:** Sunday, April 20, 2025 2:29:22 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

Thank you

**Veronica De Leoz**

---

**From:** [REDACTED]@rogers.com>  
**Sent:** April 20, 2025 2:16 PM  
**To:** Veronica De Leoz  
**Subject:** As requested HBC Pension  
**Attachments:** drivers licence.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Drivers licence Photo

Thank you,  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 20, 2025 1:54 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** IMG\_3033.jpeg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 20, 2025 1:44 PM  
**To:** Veronica De Leoz  
**Subject:** Hudsons Bay Case

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[Sent from Yahoo Mail for iPhone](#)

**Veronica De Leoz**

---

**From:** Abir Shamim  
**Sent:** April 20, 2025 10:58 PM  
**To:** [REDACTED]  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** RE:

[REDACTED]

Abir

**From:** [REDACTED]@gmail.com>  
**Sent:** April 20, 2025 4:35 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:**

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 21, 2025 10:55 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 21, 2025 10:56 AM  
**To:** Veronica De Leoz  
**Subject:** [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 21, 2025 11:50 AM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay [REDACTED]  
**Attachments:** 20250421\_114833.jpg; 20250421\_114833.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Date of Hire [REDACTED]

Date of Birth- [REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 21, 2025 12:27 PM  
**To:** Veronica De Leoz  
**Subject:** HBC employee

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 1, 2025 1:00 PM  
**To:** Veronica De Leoz  
**Cc:**  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

--

**Veronica De Leoz**

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**From:** [REDACTED]@yahoo.com>  
**Sent:** Monday, April 21, 2025 2:37 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

Hello Abir,

Here is the info you require:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

1.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

[REDACTED]

PHONE NUMBER [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

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**From:** [REDACTED]  
**Sent:** April 21, 2025 2:46 PM  
**To:** Veronica De Leoz  
**Subject:** HBC severance  
**Attachments:** 0421\_1.jpg

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 21, 2025 3:20 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding

Hello,

Please see the following:

1.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

2. Government id

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 21, 2025 3:34 PM  
**To:** Abir Shamim  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS:  
[REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 22, 2025 1:03 AM  
**To:** Abir Shamim  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@icloud.com>  
**Sent:** April 22, 2025 12:38 AM  
**To:** Veronica De Leoz  
**Subject:** The Hudson's Bay company insolvency proceeding on

[REDACTED]

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Sent from my iPhone

**Veronica De Leoz**

---

**From:** [REDACTED]@live.com >  
**Sent:** April 21, 2025 11:24 PM  
**To:** Veronica De Leoz  
**Subject:** HBC Proceedings  
**Attachments:** [REDACTED]

Hello,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Please see the below information requested and the attached government ID.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 21, 2025 11:09 PM  
**To:** Veronica De Leoz  
**Subject:** Request to retain Koskie Minsky LLP in regards to HBC case

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

Please let me know if there is any other information that you require of me.

Thanks

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 21, 2025 9:30 PM  
**To:** Veronica De Leoz  
**Subject:** Bay severance  
**Attachments:** 20250310\_190526.jpg

Hello there

I'm writing to an email that was forwarded to me, about severance for the Bay.  
Thank you kindly Thank you for your email.

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

MAILING [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.:

[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 21, 2025 8:04 PM  
**To:** Veronica De Leoz  
**Subject:** Case

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 21, 2025 10:10 PM  
**To:** HBC Employees <hbcemployees@kmlaw.ca>  
**Subject:** Retaining request

Good evening,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Full Name: [REDACTED]  
Mailing Address: [REDACTED]  
Phone: [REDACTED]  
Date of Hire: [REDACTED]  
Age and D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@icloud.com>  
**Sent:** April 22, 2025 4:39 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Company - Insolvency Proceeding  
**Attachments:** [REDACTED]

Attention: Veronica

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

[REDACTED]  
[REDACTED]  
[REDACTED]  
Date of Hire: [REDACTED]  
[REDACTED]

Please confirm receipt.  
Thank-you  
[REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@hotmail.com>  
**Sent:** April 22, 2025 4:58 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE : [REDACTED]

AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

---

**From:** [REDACTED]@icloud.com>  
**Sent:** April 22, 2025 4:34 PM  
**To:** Abir Shamim <ashamim@kmlaw.ca>  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE : [REDACTED]

D.O.B.: [REDACTED]

Sent from my iPhone

On Apr 12, 2025, at 11:46 AM, Abir Shamim <[ashamim@kmlaw.ca](mailto:ashamim@kmlaw.ca)> wrote:

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 22, 2025 9:32 PM  
**To:** Abir Shamim  
**Cc:** Veronica De Leoz; HBC Employees  
**Subject:** Re: Hudson's Bay Company - Insolvency Proceeding

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

Name: [REDACTED]  
Address: [REDACTED]  
[REDACTED]

Phone number: [REDACTED]

Hire date : [REDACTED]  
[REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@yahoo.com>  
**Sent:** April 22, 2025 8:49 PM  
**To:** Veronica De Leoz  
**Subject:** Class action Hudson Bay

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B.: [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 22, 2025 10:16 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson's Bay Class Action

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.

FULL NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

DATE OF HIRE: [REDACTED]

YOUR AGE AND D.O.B: 1 [REDACTED]

**Veronica De Leoz**

---

**From:** [REDACTED]@gmail.com>  
**Sent:** April 23, 2025 1:43 PM  
**To:** Veronica De Leoz  
**Subject:** Hudson Bay Company « Case »

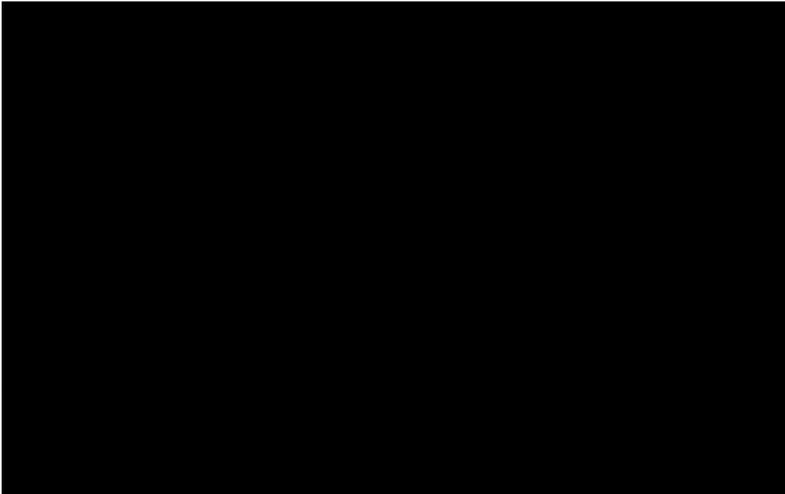
To the lawyer this case may concern,

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.





4-22-25 12:23:2



I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.;

45769.9622

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.;

45770.7232

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.;

45770.8179

I hereby request and authorize Koskie Minsky LLP ("KM") to act for me in connection with the matter of a plan of compromise or arrangement of Hudson's Bay Company (the "Case") and to take whatever steps KM in its discretion deems appropriate or advisable on my behalf for the protection of my interests. You are hereby authorized to do anything else in such manner as you may deem expedient and proper, and let this be your good and sufficient authority. I understand that KM will pursue the payment of my legal costs in respect of the Case from the company and that no legal fees are payable by me at this time.;

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY  
COMPANY et. al.**

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceeding commenced at **TORONTO**

**AFFIDAVIT OF VERONICA DE LEOZ**

**KOSKIE MINSKY LLP**

20 Queen Street West, Suite 900, Box 52  
Toronto, ON M5H 3R3

**Andrew J. Hatnay (LSO# 31885W)**

(T) 416-595-2083 / (E) ahatnay@kmlaw.ca

**Robert Drake (LSO# 57083G)**

(T) 416-595-2095 / (E) rdrake@kmlaw.ca

**Abir Shamim (LSO# 88251V)**

(T) 416-354-7758 / (E) ashamim@kmlaw.ca

Lawyers for Evan Marshall, Steven Karo, James  
Common and 415 other HBC employees and retirees

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **HUDSON'S BAY COMPANY et. al.**

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at **TORONTO**

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**CROSS-MOTION RECORD**

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**KOSKIE MINSKY LLP**

20 Queen Street West  
Suite 900, Box 52  
Toronto, ON M5H 3R3

**Andrew J. Hatnay** (LSO# 31885W)

(T) 416-595-2083 / (E) ahatnay@kmlaw.ca

**Robert Drake** (LSO# 57083G)

(T) 416-595-2095 / (E) rdrake@kmlaw.ca

**Abir Shamim** (LSO# 88251V)

(T) 416-354-7758 / (E) ashamim@kmlaw.ca

Lawyers for Evan Marshall, Steven Karo, James  
Common, and 415 other HBC Employees and  
Retirees