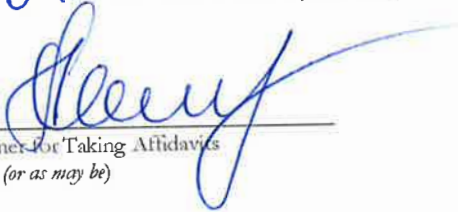


Tab B

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
SUPPLEMENTARY AFFIDAVIT OF **REBECCA GRAHAM** SWORN
BEFORE ME THIS 6th DAY OF JULY, 2018.



Commissioner for Taking Affidavits
(or as may be)

Ella Avakova, Notary Public
Regional Municipality of Waterloo
Limited to the attestation of instruments
and the taking of affidavits,
for BlackBerry Limited and its subsidiaries
Expires 24th day of April, 2021

**Ministry of Labour
Provincial Claims Centre**

70 Foster Drive, Suite 410
Sault Ste. Marie, ON P6A 6V4
Telephone: 705 945-6389
Toll Free: 1 866-382-6274
Fax: 1 888 252-4684

**Ministère du Travail
Centre provincial de
réception des réclamations**

70 promenade Foster, bureau 410
Sault Ste. Marie, ON P6A 6V4
Téléphone : 705 945-6389
Sans frais : 1 866-382-6274
Télécopieur. : 1 888 252-4684



May 18, 2018

ATTN: JOHN CHEN
BLACKBERRY LIMITED
4000 INNOVATION DR
OTTAWA ON K2K 3K1

BY COURIER

Dear MR. CHEN:

Re: STEPHEN D'SOUZA, Claim #70187615-0

This letter is to advise that I have completed my investigation of the above-captioned claim alleging contravention(s) of the *Employment Standards Act, 2000*.

No contraventions were found with respect to the claim and, as such, no orders were issued. The enclosed Reasons for Decision summarizes the results of my investigation.

The claimant has the right to apply to the Ontario Labour Relations Board for a review of my decision within 30 calendar days of the date the claimant was served with the decision. You will be contacted if the claimant exercises this right.

Yours truly,

A handwritten signature in black ink that reads "Smith".

Patricia Smith
Employment Standards Officer #538

Telephone: 1 (613) 288-3824
Toll Free: 1 (800) 267-1916 ext 3824

Enclosure: Reasons for Decision

CC: Arlen Sternberg



REASONS FOR DECISION

Employment Standards Act, 2000

Claim Number: 70187615-0

Business Name: BLACKBERRY LIMITED

Claimant Name: STEPHEN D'SOUZA

Date Claim Filed: April 21, 2017

Standard(s) At Issue:

1. Vacation Pay/Vacation Time
2. Termination Pay
3. Severance Pay
4. Other

Evidence, Decision and Reason(s) With Respect to Each Standard at Issue:

Legal Entity: Blackberry Limited

Claimant's Position:

Stephen D'Souza filed a claim with the Ministry of Labour alleging contraventions of the Employment Standards Act, 2000 (Act). He states he was employed by BlackBerry on June 16, 2008 and earned an annual salary of \$135,600.00 at the time his employment ended. He states that his was terminated by BlackBerry on February 28, 2017 and is claiming termination and severance pay, benefits, and vacation pay.

Employer's Position:

Arlen Sternberg, employers' legal counsel responded on behalf of the employer and takes the position that Mr. D'Souza was not entitled to termination or severance pay as he was not terminated by BlackBerry. He chose to accept alternative full-time employment at another company and thus resigned from BlackBerry. In support of their position he submitted a copy of Mr. D'Souza's job offer letter, employment contract, payroll records, correspondence between the employees and their client, and his ROE.

Decision:

Ms. Colleen Hoey, Mr. D'Souza's lawyer and authorized representative states that on November 23, 2016 he was transitioned along with other members of his team to work on a project with Ford. On December 8, 2016, Ralph Pini, then General Manger of the Mobility Solutions Business Unit verbally told employees at a town hall meeting that the Engineering Services Project with Ford would end in February 2017 and that employees would get offers to join Ford after that date. Ford also held a town hall meeting on December 9, 2016 at several BlackBerry sites where Ford gave employees presentations related to working at Ford. On January 6, 2017, BlackBerry CEO John Chen sent out a memo which states that the Mobility Solutions Business Unit required headcount reductions and that they had negotiated agreements with Ford and TCL for alternative employment for most of the impacted team. She states that Mr. D'Souza was part of that team. She states that in mid-January 2017 BlackBerry coordinated meetings with its employees to receive in-person offers of employment from Ford HR representative. Mr. D'Souza received an offer from Ford on January 18, 2017 and

was verbally advised that he and his team would be working on the same project that he had been working on with BlackBerry (Project Silver) but that effective March 1, 2017 his employer would be Ford. She said no alternate job was offered to Mr. D'Souza with BlackBerry so he accepted Ford's offer on January 27, 2017. BlackBerry later asked him to resign to which he refused.

The employer argued that it was made very clear to the employees who worked on the project at Ford, that they have the choice to accept Ford's offer or remain with BlackBerry. The employer states that the January 6, 2017 email from Mr. Chen; the second last part of that email indicates that if an employee received an offer, the employee could decline it and steps would be taken in an effort to redeploy them within BlackBerry. It also encourages employees to speak to their own manager and their human resources rep if they wanted additional information or had any questions. He said that employees who followed up and asked what would occur if they declined Ford's offer was informed they would remain a BlackBerry employee and would be placed on another project in a comparable role going forward.

I reviewed the January 6, 2017 email sent by Mr. Chen and I will concur that it supports the employer's argument. Below is a quote from that email: "For those in-scope employees who are not extended employment offers or decline a role at Ford or TCL, your manager and HRBS will evaluate internal opportunities to redeploy you within BlackBerry as much as possible. For additional information and if you have further questions, please contact your manager and /or HRBP".

Mr. D'Souza indicated in his written submission that he was "verbally advised that he and his team would be working on the same project that he had been working on with BlackBerry, (Project "Silver)) but that effective March 1, 2017 his employer would be Ford". I asked who advised him that effective March 1, 2017 his employer would be Ford and his response was he cannot recall exactly who indicated this to him.

Mr. D'Souza submitted an email that was sent to the Silver Team on January 16, 2017 by Zoltan Racz and in that email they were told that they can raise any confidential matter with him. Another email, submitted by Mr. D'Souza was sent on January 27, 2017 by Mr. Racz. That email also indicates that employees have the option to not accept the offer.

I reviewed the Ford's offer and the deadline to accept that offer was January 27, 2017. Mr. D'Souza accepted this offer on the date of the deadline, which was after he received the January 6th, 16th, and 27th emails.

I also interviewed 3 individuals; 2 who accepted the Ford offer and currently employed with Ford, and 1 who declines the offer and remains employed with BlackBerry. None of these employees felt pressured by BlackBerry to accept Ford's offer and was aware they had the option to decline the offer. The individual who declines, he was assigned another position with BlackBerry and currently employed with them.

Based on the evidence provided by Mr. D'Souza and BlackBerry in this case; I have determine that Mr. D'Souza was aware that he had the choice to decline Ford's offer and remain employed with BlackBerry. I understated it was not clear as to which position he would be assigned but BlackBerry would be obligated to assign him to a comparable position or provide him with written notice of termination if they indented on terminating his employment. However; Mr. D'Souza did not give BlackBerry these options. He opted to accept Fords' offer and did not continue his employment with BlackBerry. I have determined he was not terminated by BlackBerry and BlackBerry is not obligated to pay him termination or severance pay.

I also looked at his concerns for RRSP match by the employer, benefits, incentive pay, and vacation pay. The employer has provided evidence in form of wage statements that showed he was paid vacation pay in the amount of \$4694.40 on March 10, 2017, employer matched RRSP in the amount of \$1043.08 on April 7, 2017 (this amount corresponds with amounts previously paid), and VIP pay in the amount of \$3051.00 on May 5, 2017. He was not entitled to any further benefits after February 28, 2017 and he was no longer employed with BlackBerry.

Action(s) Taken by Officer:

No order issued against this employer as no violations were found. As such, I have closed the file on this matter.



Patricia Smith
Employment Standards Officer #538

Telephone: 1 (613) 288-3824
Toll Free: 1 (800) 267-1916 ext 3824

v.08/2014

Tab C

THIS IS **EXHIBIT "C"** REFERRED TO IN THE
SUPPLEMENTARY AFFIDAVIT OF **REBECCA GRAHAM** SWORN
BEFORE ME THIS *6th* DAY OF JULY, 2018.



A handwritten signature in blue ink, appearing to read 'Ella Avakova', is written over a horizontal line.

Commissioner for Taking Affidavits
(or as may be)

Ella Avakova, Notary Public
Regional Municipality of Waterloo
Limited to the attestation of instruments
and the taking of affidavits,
for BlackBerry Limited and its subsidiaries
Expires 24th day of April, 2021

Ministry of Labour
Provincial Claims Centre

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Ministère du Travail
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70 promenade Foster, bureau 410
Sault Ste. Marie, ON P6A 6V4
Téléphone : 705 945-6389
Sans frais : 1 866-382-6274
Télécopieur : 1 888 252-4684



June 29, 2018

ATTN: JOHN CHEN
BLACKBERRY LIMITED
4000 INNOVATION DRIVE
OTTAWA ON K2K 3K1

BY COURIER

Dear MR. CHEN:

Re: CRISTIAN LAMBIRI, Claim #70188822-0

This letter is to advise that I have completed my investigation of the above-captioned claim alleging contravention(s) of the *Employment Standards Act, 2000*.

No contraventions were found with respect to the claim and, as such, no orders were issued. The enclosed Reasons for Decision summarizes the results of my investigation.

The claimant has the right to apply to the Ontario Labour Relations Board for a review of my decision within 30 calendar days of the date the claimant was served with the decision. You will be contacted if the claimant exercises this right.

Yours truly,

A handwritten signature in black ink that reads "Smith".

Patricia Smith
Employment Standards Officer #538

Telephone: 1 (613) 288-3824
Toll Free: 1 (800) 267-1916 ext 3824

Enclosure: Reasons for Decision



REASONS FOR DECISION

Employment Standards Act, 2000

Claim Number: 70188822-0

Business Name: BLACKBERRY LIMITED

Claimant Name: CRISTIAN LAMBIRI

Date Claim Filed: May 23, 2017

Standard(s) At Issue:

1. Termination Pay
2. Severance Pay
3. Other

Evidence, Decision and Reason(s) With Respect to Each Standard at Issue:

Legal Entity: Blackberry Limited

Claimant's Position:

Cristian Lambiri filed a claim with the Ministry of Labour alleging a contravention of the Employment Standards Act, 2000 (Act). He states he was employed by Blackberry on July 13, 2010 and earned an annual salary of \$173,000.00 when his employment ended on February 28, 2017. He said at the beginning of October 2016 he was assigned as one of the Ford project leads and it was made clear to him and other Ford/BlackBerry leaders that no work on the Ford project will be performed by BlackBerry Business Unit past February 28, 2017. He said all his prior assignments were transferred to TCL in China and internal managers. These internal managers he said were told that they will be part of BlackBerry past February 28, 2017. He states that at the beginning of December 2016 he received a meeting invite from Rebecca Graham (Blackberry HR director), slated for December 8, 2016 and entitled "Cristian & Ford Meeting". He said he attended the meeting and neither Ms. Graham nor any other Blackberry employees were present. Instead two senior management from Ford personnel were present. During that meeting he was presented with an offer of employment with Ford Motor company of Canada, Limited (Ford). He said that same day other Ford project leaders received employment offer from Ford but not the other BlackBerry personnel. He said he immediately notified his direct manager that he did not desire to consider the offer. He said he also notified Ms. Jessup via email of the offer and that he did not accept it. He said he received no further communication from HR regarding this matter but on December 12, 2016 he was asked by Ralph Pini to a conversation to discuss the Ford offer. He said initially he refused but was asked by his line Manager Zoltan Racz to call Mr. Pini, which he did on December 13, 2016 and told him he was surprised to see an offer as he was led to believe that the Ford project personnel would be transferred to Ford via a regular divestiture. He said Mr. Pini did not comment on this statement but asked him if there was anything in Ford's offer that made him refuse it. He said he told him he did not give it any consideration as he was not interested in ceasing his employment with Blackberry. He said he was advised to give the Ford offer a chance and again he pointed out he was not interested in leaving Blackberry and had no interest in considering Ford's offer. Mr. Pini then told him to contact Chris House which he did and tried very hard to convince him that he was not interested in Ford's offer but he did not offer him to stay with BlackBerry nor received any further communication from BlackBerry on this matter. As a result, he had no choice but to accept Ford's offer which he did on December 15, 2016.

On February 2, 2017 BlackBerry asked him to resign on account of him accepting Ford's offer and he refused. He is claiming termination and severance pay. In support of his position, Mr. Lambiri has submitted a copy of the job offer, emails exchange to blackberry regarding his refusal to accept the offer,

Employer's Position:

Arlen Sternberg, employers' legal counsel responded on behalf of the employer and takes the position that Mr. Lambiri is not entitled to termination or severance pay as he was not terminated by BlackBerry. He chose to accept alternative full-time employment at another company and thus resigned from BlackBerry. He argued that Mr. Pini suggested Mr. Lambiri consider the Ford's offer but also indicated that if you chose to decline he would remain a BlackBerry employee and BlackBerry would work with him to assess other projects or teams on which he could be placed going forward. He said Mr. Pini also suggested he speak with Chris House about potential roles/projects going forward which he did and was told by Mr. House that he was still working on the scope of his team and that new information regarding the scope of the projects was continuing to be provided to him daily. The employer further states that if Mr. Lambiri chose to decline the offer they would further discuss the available roles on the projects on Mr. House's team. He said Mr. Lambiri received a second offer from Ford and after receiving that second offer he accepted it on December 15, 2016. He said at no point was he told you would be terminated.

In support of their position he submitted a copy of Mr. Lambiri's job offer letter, employment contract, payroll records, correspondence between employees and BlackBerry, telephone log for December 9 – 14, 2016, email exchange between Mr. Pini, Mr. Lambiri and Mr. House, and his ROE and payroll records

Decision:

BlackBerry scheduled a meeting with Mr. Lambiri and Ford on December 8, 2016 and Ford offered Mr. Lambiri employment to which he did not accept and notified both Ford and BlackBerry of his decision. He was then asked to a meeting with Mr. Pini to discuss Ford's offer. Mr. Lambiri argues that during that meeting with Mr. Pini and subsequently Mr. House; he was not assured he would remain employed with BlackBerry if he did not accept Ford's offer. The employer states that it was made very clear to all employees through a Q&A sent on February 23, 2017 an email sent to them on June 6, 2017 to all employees. These however was sent after Mr. Lambiri had accepted the Ford's offer and that offer was only in effect until December 16, 2016. I spoke to other leaders who accepted the offer to see if they had the same circumstances but they accepted the offer soon after they received it. I contacted Mr. Stenberg as February 23rd and June 6th email would not apply in Mr. Lambiri's case. He stated that there were email exchange between Mr. Pini and Mr. Lambiri and they spoke on December 12th where he was told if he did not accept the offer he will remain a BlackBerry Employee. Mr. Lambiri states this conversation took place on December 13th and not December 12th. The employer provided a copy of the December 13th email which read:

"Hi Chris, I had a discussion last night with Christian Lambiri and he has been struggling with the decision to either move to Ford and accept their offer or remain with BlackBerry. I sensed that he is leaning to remain with BlackBerry and really likes the direction we are pushing to move Mobility Solutions towards a licensing business. I told him that if he does not accept the offer from Ford that he will remain an employee of BlackBerry. I suggested to him to give this process a chance, i.e speak with you about roles within the Software license team and also speak with Ford about the offer, etc. At the end we will support his decision. Expect a call from him or just reach out. Let me know after you speak with him."

Mr. Sternberg later provided a copy of Mr. Pini's phone log for the period of December 9 – 14, 2016 as evidence that the conversation took place on December 12th and not on December 13th.

Based on the evidence provided by both parties in this case; I have determined that is likely that Mr. Lambiri was aware that he had the choice to decline Ford's offer and remain employed by BlackBerry. I interviewed other employees who were affected and who had declined Ford's offer and they remain employed by BlackBerry. The email from Mr. Pini to Mr. House also confirms the likelihood that Mr. Lambiri was aware he would be redeployed. Based on the balance of probability, I have determined Mr. Lambiri was not terminated by BlackBerry and BlackBerry is not obligated to pay him termination or severance pay.

I also requested information from the employer with regards to RRSP payment (employer match) and

vacation pay as it appeared this was not paid but the employer has provided sufficient evidence to prove otherwise and Mr. Lambiri also confirmed that payments were received. No further action will be taken on this matter.

Action(s) Taken by Officer:

No order issued against this employer as no violations were found. As such, I have closed the file on this matter.



Patricia Smith
Employment Standards Officer #538

Telephone: 1 (613) 288-3824
Toll Free: 1 (800) 267-1916 ext 3824

Tab 21

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

AFFIDAVIT OF ADRIENNE LEE

I, Adrienne Lee, of the City of Kitchener, in the Province of Ontario, MAKE OATH AND SAY:

1. From the beginning of March 2017 onwards, to the present, I have been employed by the Ford Motor Company as a Business Process Analyst. Prior to becoming an employee of Ford, I was an employee of BlackBerry. As such, I have knowledge of the matters contained in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.

My Former Employment at BlackBerry

2. I was employed at BlackBerry for close to 11 years, up until the end of February 2017. I was a Senior Quality Manager within the Mobility Solutions business unit in BlackBerry's Waterloo office. My team (in the Quality group within Mobility Solutions) focused mainly on assisting with smartphone products once they were being marketed for sale to the public. I had a managerial role and was a level E employee, but did not have employees reporting directly to me.

My Employment Offer from Ford

3. In mid-January 2017, I received a job offer from Ford. A Ford representative had an individual meeting with me in Waterloo to present the offer and discuss it. Managers from Ford were also available at the time to answer any questions. The Ford opportunity was presented to me as an offer of new full-time employment.
4. I was given a week to consider the Ford job offer. I always understood that it was my choice whether to accept the offer or decline it.
5. I found the Ford opportunity and the terms of the Ford offer to be very attractive, including the compensation terms and signing bonus Ford offered. Because I thought it was a great opportunity and offer, I decided shortly after receiving it that I was happy to accept the offer. I made a voluntary decision to accept Ford's job offer and leave BlackBerry's employ.
6. My understanding at the time I received the Ford offer was that if I chose to decline it, I would remain a BlackBerry employee and BlackBerry would take steps to try to place me on another project or team going forward after the end of February 2017 (since Project Silver would be coming to an end at that point). This understanding was based on a discussion I had with the head of the Quality department at BlackBerry (Sarah Tatsis) prior to receiving my Ford offer. I also understood that if I turned down the Ford offer and it subsequently turned out that I could not be placed on another project or team and my position became redundant, I would in that scenario be laid off and receive termination pay (but I understood I was not being laid off at the time I received my Ford offer).
7. After receiving my Ford offer, I did not have further discussions with anyone at BlackBerry about my options if I chose to remain at BlackBerry because (as stated above) upon reviewing my Ford offer, I quickly concluded that I wanted to accept it.

My Resignation Letter

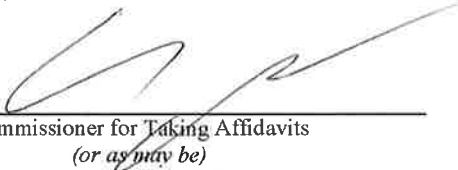
8. When I accepted Ford's job offer, I understood it meant I would be resigning from BlackBerry. I, of course, knew that I could not hold two full-time jobs at the same time. In my mind, the situation was no different than if I had gone out myself and found a job at Ford. Accordingly, I intended to provide notice of resignation to BlackBerry.

9. After I accepted the Ford job offer, I approached the human resources business partner representative for my team at BlackBerry to let her know I had accepted the offer and I asked what process I should follow for submitting my resignation notice. This was before I received any email from BlackBerry human resources asking for a resignation letter.

10. Subsequently, on February 2, 2017, I received the email attached as **Exhibit "A"** from a BlackBerry human resources representative. I then provided BlackBerry with my resignation letter dated February 10, 2017, attached as **Exhibit "B"**, like I had always intended to do.

11. I left BlackBerry's employ on February 28, 2017 and started my employment with Ford on March 1, 2017.

SWORN BEFORE ME at the City of
Waterloo, in the Province of Ontario
on June 12, 2018.



Commissioner for Taking Affidavits
(or as may be)


Aaron Sawchuk



Adrienne Lee

Tab A

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **ADRIENNE LEE SWORN**
BEFORE ME THIS 12TH DAY OF JUNE, 2018.



Commissioner for Taking Affidavits
(or as may be)

From: Jennifer Mascarin <jmascarin@blackberry.com>
Sent: February-02-17 11:26 AM
To: Jennifer Mascarin
Subject: ACTION REQUIRED: Transition to Ford
Attachments: Post-employment obligations.docx; BlackBerry Resignation Letter 2017 - Ford.rtf

ACTION REQUIRED

Good Morning,

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

This email will cover the process for:

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

Written confirmation of resignation

As you have accepted new employment, you are required to submit formal notice of your resignation. Attached is a template resignation letter that you are required to complete, sign and submit. **Please complete the letter and send back by February 10th.**

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

Post-employment obligations

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

Your Equipment: IT and device collection process

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

Primary BlackBerry device and phone number

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

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

NOTE: The device must be a secure, released, non-beta device. We will confirm if it is secure. If your current device is a pre-release device (i.e. Mercury), a beta device, or a competitor device issued by BlackBerry, you

cannot take it with you and it must be returned prior to your last day. Please let me know if your device is in any of the above categories.

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

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

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

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

Expenses


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

Further communications on the logistics of your last day will follow approximately one week prior to your last day.

If you have any questions about anything in this email, please let me know.


Thank you,
Jen

Jennifer Mascarin
HR Business Partner
Office: (519) 597-7689
Mobile: (519) 404-6156
jmascarin@blackberry.com

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

Tab B

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF **ADRIENNE LEE SWORN**
BEFORE ME THIS 12TH DAY OF JUNE, 2018.



Commissioner for Taking Affidavits
(or as may be)

Date: February 10, 2017

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

Dear BlackBerry,

Please be informed that I have accepted an offer of employment with Ford and will transfer to my new employer effective March 1, 2017.

With this letter, I am submitting my resignation from my employment with BlackBerry effective February 28, 2017. My last BlackBerry working day will be February 28, 2017.

Employee Name (print): Adrienne Lee

Signature:

A handwritten signature in black ink, appearing to read "Adrienne Lee", written over a horizontal line. The signature is stylized with a large initial "A".

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

Personal Email: adgelee@live.com
Home Address: 50 William Lewis Street
Kitchener, ON
N2A 4L6

Home Phone: _____
(519) 208-0296

From: Adrienne Lee <alee@blackberry.com>
Sent: February-10-17 12:12 PM
To: Jennifer Mascarin
Subject: RE: ACTION REQUIRED: Transition to Ford
Attachments: BlackBerry Resignation Letter 2017 - Ford.pdf

Hi Jennifer,
Attached is my resignation letter.

I am not interested in keeping my phone number, BlackBerry can keep the account ☺

The device that is currently assigned to me in go/BAT is this Priv that I would like to take with me:

- IMEI: 353150070018938

Thanks,
Adrienne

From: Jennifer Mascarin
Sent: Thursday, February 2, 2017 11:26 AM
To: Jennifer Mascarin <jmascarin@blackberry.com>
Subject: ACTION REQUIRED: Transition to Ford

ACTION REQUIRED

Good Morning,

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

This email will cover the process for:

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

Written confirmation of resignation

As you have accepted new employment, you are required to submit formal notice of your resignation. Attached is a template resignation letter that you are required to complete, sign and submit. **Please complete the letter and send back by February 10th.**

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

Post-employment obligations

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

Your Equipment: IT and device collection process

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

Primary BlackBerry device and phone number

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

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

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

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

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

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

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

Expenses

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

Further communications on the logistics of your last day will follow approximately one week prior to your last day.


If you have any questions about anything in this email, please let me know.

Thank you,
Jen

Jennifer Mascarin
HR Business Partner
Office: (519) 597-7689

Mobile: (519) 404-6156

jmascarin@blackberry.com

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

Tab 22

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

AFFIDAVIT OF LEE WATSON

I, Lee Watson, of City of Kitchener, in the Province of Ontario, MAKE OATH AND SAY:

1. In early 2017, I was employed by BlackBerry and I received and accepted an offer of employment from Ford. As such, I have knowledge of the matters described in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.

The Ford Employment Offer

2. As of January 2017, I was employed by BlackBerry as an HMT (handheld management and tracking) Specialist in its Mobility Solutions business unit. This was a level "C" job classification, and not a managerial position. As of that point, I had been employed by BlackBerry for approximately 7 years.

3. In mid-January 2017, I received an offer of employment from Ford for the position of Operations Engineer. I was presented with the offer at an individual meeting with a Ford representative at which the offer was discussed.

4. When I received the Ford job offer, I understood it was an offer of new employment and that it was my choice whether to accept it or not. I was given a week to consider the offer and make my decision.

5. After receiving the Ford offer, I considered the terms of the offer, the opportunity at Ford, and my career objectives. While I was considering the offer, I reached out to and had an individual discussion with my BlackBerry manager at the time, Nathan Webster. We discussed my employment situation and the Ford opportunity.

6. Based on my discussion with Mr. Webster (and other information from BlackBerry at the time), I understood that if I chose to decline the Ford offer, I would remain a BlackBerry employee and BlackBerry would take steps to evaluate which team or project I could be placed on going forward. I also understood that if I stayed at BlackBerry and it subsequently turned out that my employment was terminated at any point in the future, I would in that scenario (and at that point in the future) be entitled to receive termination and severance pay.

7. After assessing my situation and weighing the pros and cons of the Ford employment offer and opportunity versus staying at BlackBerry, I decided to accept the Ford job offer. It was my voluntary decision to do so. I understood I would be resigning from BlackBerry, and intended to do so.

8. In February 2017, I provided BlackBerry with a letter of resignation (using a template form of letter BlackBerry had provided), attached as **Exhibit "A"**.

My Current Employment

9. I recently (in the Spring of 2018) saw a posting for a position at BlackBerry in which I was interested. I decided to apply for the position (as the role at Ford was not providing me with the opportunities to excel as I had hoped). After applying for the position, BlackBerry recently re-hired me as a Software Test Specialist.

SWORN BEFORE ME at the City of Waterloo, in the Province of Ontario on June 29, 2018.

[Handwritten signature of Ella Avakova]

Commissioner for Taking Affidavits
(or as may be)

Ella Avakova

Ella Avakova, Notary Public
Regional Municipality of Waterloo
Limited to the attestation of instruments
and the taking of affidavits,
for BlackBerry Limited and its subsidiaries
Expires 24th day of April, 2021

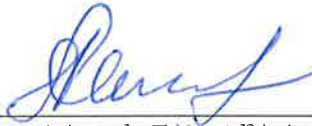
[Handwritten signature of Lee Watson]

Lee Watson



Tab A

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **LEE WATSON** SWORN
BEFORE ME THIS 29TH DAY OF JUNE, 2018.



Commissioner for Taking Affidavits
(or as may be)

Ella Avakova, Notary Public
Regional Municipality of Waterloo
Limited to the attestation of instruments
and the taking of affidavits,
for BlackBerry Limited and its subsidiaries
Expires 24th day of April, 2021

Date: February 2, 2017


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

Dear BlackBerry,

Please be informed that I have accepted an offer of employment with Ford and will transfer to my new employer effective March 1, 2017.

With this letter, I am submitting my resignation from my employment with BlackBerry effective February 28, 2017. My last BlackBerry working day will be February 28, 2017.

Employee Name (print): Lee Watson

Signature: 

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

Personal Email: leewatson522@gmail.com

Home Address: 525 Veronica Drive
Kitchener, ON
N2A 4E9

Home Phone: (519) 447-6511

Tab 23

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DAVID PARKER

Plaintiff

- and -

BLACKBERRY LIMITED

Defendant

AFFIDAVIT OF ANDREW MACKIE

I, Andrew Mackie, of City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY:

1. In early 2017, I was an employee of BlackBerry Limited in its Ottawa office and I received and accepted an offer of employment from Ford. As such, I have knowledge of the matters described in this affidavit. Where my knowledge is based on information from others, I believe that information to be true.

The Ford Employment Offer

2. As of January 2017, I was employed by BlackBerry as a Software Tools Developer in its Mobility Solutions business unit. This was a level "D" job classification. It was not a managerial position. I had been employed by BlackBerry for approximately 11 years.

3. In January 2017 I met with a representative of Ford. During the meeting I was presented with, and we discussed, an offer of employment from Ford.

4. When I received the offer from Ford, I understood it was an offer of new employment and that it was my choice whether or not to accept it. As far as I recall, I was given a week to consider the offer and make my decision.

5. After receiving the offer from Ford, I considered the terms of the offer and the opportunity at Ford. The offer contained an attractive compensation and benefits package. During the time while I was considering the offer, I also contacted and met individually with my BlackBerry manager, Danny Yang. He and I discussed my employment situation and the Ford opportunity, which I took into account in my decision making.

6. Based on my discussion with Mr. Yang, I understood that if I chose to decline the Ford offer, I would remain a BlackBerry employee and BlackBerry would place me on another team or project going forward (after the completion of Project Silver), though Mr. Yang did not at that point know the specifics of which team or project it would be.


7. After considering my situation and the Ford opportunity, I decided to accept the Ford job offer. I did so mainly because of the attractive terms of the offer and also I believed that most of the members of my team were likely going to decide to join Ford as well (and I wanted to continue working with them). It was my voluntary decision to accept the Ford offer and leave BlackBerry. I understood I would be resigning from BlackBerry, and I intended to do so. After I decided to accept Ford's offer, I had a further brief discussion with Mr. Yang to inform him of my decision.

8. I subsequently provided BlackBerry human resources with a written notice of resignation, which is attached as **Exhibit "A"**.

My Current Employment

9. In November 2017, I decided to resign from my position at Ford due to personal and family reasons. When I was ready to return to work in the spring of 2018, I became aware of a posting for a position at BlackBerry in which I was interested – the position of Senior Software Tools Developer. I then applied to BlackBerry, and was recently re-hired by BlackBerry in this position.

CH ✓ Ottawa City
 SWORN BEFORE ME at the City of
 Waterloo, in the Province of Ontario
 on July 6, 2018.


 Commissioner for Taking Affidavits
 (or as may be)

Christine Howard


 Andrew Mackie

Tab A

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **ANDREW MACKIE** SWORN
BEFORE ME THIS 6TH DAY OF JULY, 2018.



Commissioner for Taking Affidavits
(or as may be)
Christine Howard

Date: 3 February 2017

FEB 27 2017

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

Dear BlackBerry,

Please be informed that I have accepted an offer of employment with Ford and will transfer to my new employer effective 1 March 2017.

With this letter, I am submitting my resignation from my employment with BlackBerry effective 28 February 2017. My last BlackBerry working day will be 28 February 2017.

Employee Name (print): Andrew Mackie

Signature:



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

Personal Email: Andrew.john.mackie@gmail.com

Home Address: 10 Finrod Court
Ottawa Ontario
K2G 4M5

Home Phone: 613-295-0460

Tab 24

Examination No. 18-0033.1

Court File No. 17-71659

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

PLAINTIFF

- and -

BLACKBERRY LIMITED

DEFENDANT

CROSS-EXAMINATION OF DAVID PARKER ON HIS AFFIDAVIT SWORN
 JUNE 9, 2017, pursuant to an appointment made on consent of
 the parties, to be reported by Gillespie Reporting Services,
 on Wednesday, January 17, 2018, commencing at the hour of
 9:02 in the forenoon.

APPEARANCES:

Mr. Andrew Reinholdt

for the Plaintiff

Mr. Arlen Sternberg

for the Defendant

The Examination was reported by Gillespie Reporting Services at
 Ottawa, Ontario, having been duly appointed for the purpose.

(i)

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NAME OF WITNESS: DAVID PARKER

CROSS-EXAMINATION BY: MR. STERNBERG

NUMBER OF PAGES: 2 THROUGH 39

RE-EXAMINATION BY: MR. REINHOLDT

NUMBER OF PAGES: 39 THROUGH 45

ADVISEMENTS, OBJECTIONS & UNDERTAKINGS

O 8, 34, 40, 41, 42, 43, 45

EXHIBITS

EXHIBIT NO. 1: Email from David Parker to Cristina Pereyra dated
January 28, 2016..... 38

EXHIBIT NO. 2: Email from David Parker to Brian Parker dated
January 29, 2016..... 38

DATE TRANSCRIPT ORDERED: JANUARY 17, 2018

DATE TRANSCRIPT COMPLETED: JANUARY 28, 2018

1 DAVID PARKER, SWORN:

2 CROSS-EXAMINATION BY MR. STERNBERG:

3 1. Q. Good morning, Mr. Parker.

4 A. Good morning.

5 2. Q. Do you have your initial affidavit open in
6 front of you in your motion record?

7 A. Yes.

8 3. Q. If you turn to page 3 of it which is page 8 of
9 the record at the top numbered pages, in paragraph 12 of
10 your affidavit you state that,

11 "BlackBerry allowed Ford representatives to
12 attend BlackBerry offices throughout the fall
13 of 2016 to speak with Silver Team Employees
14 about employment with Ford".

15 Correct?

16 A. Yes.

17 4. Q. As far as you are aware various employees were
18 having discussions with Ford representatives in that time
19 period; correct?

20 A. Yes.

21 5. Q. You weren't personally involved in all those
22 various discussions involving other employees?

23 A. Correct.

24 6. Q. You don't know the details of those
25 discussions obviously?

1 A. Correct.

2 7. Q. In those discussions that other employees were
3 having you don't know what may have been discussed with
4 them about the Ford job opportunity at the time or their
5 BlackBerry employment situation at the time; correct?

6 A. Correct.

7 8. Q. You certainly don't know what questions may
8 have been asked by those employees of the Ford
9 representatives or what answers they were given during
10 those discussions that they took into account?

11 A. Correct.

12 9. Q. You don't know what those employees'
13 understanding was from those individual discussions they
14 were having during that time period?

15 A. Correct.

16 10. Q. If you turn please to Exhibit "E" or your
17 original affidavit, page 69 of the record, the January 6,
18 2017 email from Mr. Chen and do you see in the first line
19 this email indicates it was being sent to all Mobility
20 Solutions employees? Do you see that?

21 A. Yes.

22 11. Q. Your understanding was that it was in fact
23 sent to all Mobility Solutions employees as far as you are
24 aware?

25 A. Yes.

1 12. Q. There were Mobility Solutions employees in
2 Canada as well as in the United States. You are aware of
3 that?

4 A. Yes.

5 13. Q. There were Mobility Solutions employees in
6 Sunrise, Florida; correct?

7 A. Correct.

8 14. Q. Many of the employees that worked specifically
9 on hardware design and development were located in
10 Sunrise, Florida?

11 A. Yes.

12 15. Q. They worked on Randy Fraser's team as far as
13 you are aware?

14 A. As far as I'm aware.

15 16. Q. That was a different team than the team you
16 worked on?

17 A. Correct.

18 17. Q. Just in terms of numbers, I'm not asking you
19 specific numbers, my understanding is most of the hardware
20 design and development folks were based in Sunrise,
21 Florida. Is that your understanding?

22 A. At this time, yes. There were some in Ottawa
23 but most of them were in Sunrise, yes.

24 18. Q. At the start of the second paragraph of this
25 email Mr. Chen states, "As you know, BlackBerry has been

1 on a pivot to become a software company for the past three
2 years". That's something that you were aware of I take
3 it?

4 A. Yes.

5 19. Q. That was as far as you know generally known
6 within BlackBerry?

7 A. Well, there was - you could say there was a
8 pivot to become generally a software company. However,
9 there was an effort to maintain the hardware side of it as
10 well.

11 20. Q. That general pivot you talked about would have
12 been common knowledge within BlackBerry as far as you are
13 aware?

14 A. Yes.

15 21. Q. There had been I understand various changes or
16 shifts within BlackBerry's business in the previous few
17 years, call it four or five years leading up to 2016?

18 A. Shifts of?

19 22. Q. Well, there had been various changes to the
20 business and the business had been evolving in those four
21 or five years?

22 A. I would say that's accurate.

23 23. Q. There were along with those shifts various
24 shifts of employees onto and off of different teams and
25 projects within BlackBerry as far as you are aware?

1 A. There was employee movement between teams
2 through employee requests and there were some transitions.
3 Like I myself was originally part of a hardware group when
4 the Ottawa hardware portion of the business unit was
5 largely laid off. I transitioned at that time to a
6 software team. So there was those kind of shifts.

7 24. Q. When did you make that transition you just
8 told me about?

9 A. I don't remember exactly but I believe it was
10 in 2015.

11 25. Q. As far as you are aware other employees would
12 have made similar transitions at different times onto or
13 off of different teams or projects as projects were
14 occurring and ending?

15 A. Yes, yeah. There is always - any company I
16 believe would have that kind of dynamic, yeah.

17 26. Q. At BlackBerry in the years we're talking about
18 there were different projects that occurred at different
19 times and employees would be staffed on them when they
20 were occurring?

21 A. Largely, the staff for a given group remained
22 the same. The projects would come and go so we would get
23 a new project, we would develop it. It, you know, would
24 go into market and we would start another project. But
25 largely the groups that worked on it, you know, there was

1 a hardware group so the hardware group would remain a
2 cohesive unit and then, you know, but it was the projects
3 that would come and go.

4 27. Q. Obviously employees would be staffed on
5 projects that were occurring at the time and then they'd
6 be staffed on other projects as other projects came
7 online?

8 A. That's right. But to suggest that, you know,
9 staffing was moved around within the company I don't
10 necessarily agree with that.

11 28. Q. Mr. Chen indicated in this January 6th email
12 that he had made the decision to outsource hardware,
13 design and development; correct?

14 A. Correct.

15 29. Q. You are aware that hardware, design and
16 development was in fact outsourced to a company called TCL
17 ultimately?

18 A. That's correct.

19 30. Q. This email of January 6th was sent to employees
20 affected by the TCL hardware agreement as well as the
21 Project Silver Team employees; correct?

22 A. I can't comment on that. I don't know which
23 employees it was sent to other than, you know, as you
24 stated before it was sent to the Mobility - it seemed to
25 be sent to the Mobility Solutions Business Unit. It

1 doesn't state who - in the email it doesn't state where it
2 was sent.

3 31. Q. That business unit would have included
4 employees who were working on hardware and would have been
5 affected by the TCL arrangements as well as Project Silver
6 employees as far as you are aware?

7 MR. REINHOLDT: I'm going to object to the
8 question. He said he can't comment on who it went to.

O

9 MR. STERNBERG:

10 32. Q. Well, I think I've gotten a couple of answers
11 on this point. You don't have any reason to doubt that it
12 went to all Mobility Solutions employees, do you, as the
13 email states on its face?

14 MR. REINHOLDT: I'm going to object again. This
15 is something that could have come up in BlackBerry's
16 materials. You know, if you want it on the record who
17 this was sent to he can't speculate.

O

18 MR. STERNBERG:

19 33. Q. In the middle of the third paragraph of this
20 email Mr. Chen states, "I am pleased that we were able to
21 secure an alternative employment option for most of the
22 impacted team" and as far as you are aware, Mr. Parker,
23 the impacted team that was being referred to would have
24 included the Project Silver employees in Canada and the
25 US; correct?

1 A. I don't know. It doesn't state there. I'm
2 not going to speculate on which - I could also assume that
3 perhaps he was referring to the business unit in general
4 because he was talking about Ford and TCL. So he's not
5 just necessarily referring to like the Silver Team because
6 the Silver Team was associated with Ford and there was
7 another team or teams associated with TCL.

8 34. Q. Yes, and if you look at the second and third
9 sentences in the third paragraph he states in the second
10 sentence, "I have very mixed emotions about the employment
11 deals with Ford and TCL" and then he goes on to say that
12 on the one hand he's pleased they were able to secure an
13 alternative employment option for most of the impacted
14 team and so on. So from your understanding of this email
15 did you understand that the impacted team he was referring
16 to in those couple of sentences included first of all the
17 Project Silver employees both in Canada and the US?

18 A. Yes.

19 35. Q. And you also understood since he was referring
20 to TCL that the impacted team also included hardware,
21 design and development folks that would have been affected
22 by the TCL arrangements?

23 A. But you can't - you can't - the hardware teams
24 were not just associated with TCL. They were also
25 associated with Ford.

1 36. Q. Let me remove the hardware part of my question
2 out of it. Your understanding of this email was that the
3 impacted team also included folks affected by the TCL
4 arrangements?

5 A. That's the way it sounds to me in my
6 interpretation, yes.

7 37. Q. Over on the next page --

8 MR. REINHOLDT: Arlen, can we go off the record
9 for one second. I just want to ask you a question about
10 that.

11 MR. STERNBERG: Sure.

12 MR. REINHOLDT: Just step out for one second,
13 David.

14 (OFF RECORD DISCUSSION)

15 MR. STERNBERG:

16 38. Q. Mr. Parker, over on the second page of this
17 January 6th email in the second-last paragraph of the email
18 Mr. Chen states,

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

1 Correct?

2 A. That's what it says.

3 39. Q. HRBP is Human Resources Business Partner? Did
4 you understand that?

5 A. I'm not - I assume. I'm not sure.

6 40. Q. When you read this part of the email did you
7 know what HRBP was referring to?

8 A. From the "HR" I figured it was Human
9 Resources. I assumed BP probably meant business partner
10 but I've never seen the full acronym written out.

11 41. Q. I take it from those statements that we just
12 read in the email you understood that if you were offered
13 a role at Ford you could decline it; correct?

14 A. I never doubted that I could decline a role at
15 Ford.

16 42. Q. If you chose to decline it you understood that
17 your manager and a Human Resources representative at
18 BlackBerry would evaluate internal opportunities to
19 redeploy you within BlackBerry as much as possible;
20 correct?

21 A. The thing that stuck out to me in this
22 sentence was the "as much as possible" and that was the
23 same language that was used throughout all the
24 communications. It was either "may" or "maybe" or "as
25 much as possible" or "might" or - it was all similar

1 language when it came to the possibilities that one could
2 - an employee could retain their role with BlackBerry or
3 have a role with BlackBerry.

4 43. Q. In your reading of the email when you received
5 it, those words stuck out to you?

6 A. Yes.

7 44. Q. Your understanding was if you did choose to
8 decline an offer at Ford, then as the email states
9 BlackBerry would evaluate internal opportunities to
10 redeploy you as much as possible; correct?

11 A. Correct.

12 45. Q. In the final sentence of the paragraph you and
13 the other employees were invited to contact your own
14 manager and/or HR rep for additional information if you
15 had further questions; correct?

16 A. I can't remember in which paragraph you said
17 it was but it's in the same paragraph we're discussing,
18 yes. I thought you said the final paragraph but...

19 46. Q. The final sentence of that paragraph we were
20 just looking at.

21 A. Okay.

22 47. Q. You and the other employees were told you
23 could contact your manager or HR rep if you had additional
24 questions or wanted additional information at that point;
25 correct?

1 A. Yes.

2 48. Q. After you received this email I understand you
3 subsequently in fact had various discussions and email
4 exchanges with your HR representative Ms. Jessup and with
5 others at BlackBerry?

6 A. With my manager and with HR, yes.

7 49. Q. You certainly don't personally know about all
8 the various discussions other employees may have had with
9 their HR reps and/or managers after receiving this
10 January 6th email, do you?

11 A. I don't know about all of them but I did have
12 discussions with some employees and the feeling, you know,
13 was similar as what I had felt at the time. Like it had
14 been a structured process and we were being guided into a
15 decision that we didn't really have much - that wasn't a
16 decision at all.

17 50. Q. Why don't we just take it in steps. First of
18 all, in terms of any discussions that other employees were
19 having with their managers or with HR reps after receiving
20 this January 6th email, you weren't personally involved in
21 any of those discussions?

22 A. I wasn't personally involved, no, that's
23 correct.

24 51. Q. And you don't know the details of what those
25 discussions were --

1 A. Except again - so there is one caveat to that
2 where with Amber Jessup there was a discussion or two that
3 I - where her door was open, employees were coming in, you
4 know, and so there would sometimes be a gathering of two
5 or three people all with, you know, the same interests
6 around this wondering, you know, and listening to
7 questions and answers that were being discussed at the
8 time.

9 52. Q. I think those one or two discussions with
10 Ms. Jessup you referred to those in your supplementary
11 affidavit?

12 A. Yes.

13 53. Q. You told us about what those discussions were;
14 correct?

15 A. Yeah.

16 54. Q. So apart from those one or two, you weren't
17 involved in and you don't know the details --

18 A. That's correct.

19 55. Q. Of individual discussions all the other
20 employees were having with their managers or HR rep after
21 receiving this January 6th email; correct?

22 A. That's correct.

23 56. Q. You obviously don't know what questions other
24 employees may have asked or what they were told in those
25 discussions; correct?

1 A. That's correct.

2 57. Q. Or what their understanding was about the
3 specific things they were told in any of those individual
4 discussions they had at the time?

5 A. So I don't know that - it depends on how far
6 you take that question; right? So there was discussions
7 among - with myself and other employees around this, the
8 transition, and what was happening so we discussed our
9 thoughts, what we had discussed with HR and what he had
10 heard from HR and managers and other things. So I can't
11 say that I don't know exactly what was discussed because
12 the employees did discuss these things amongst themselves;
13 right? I was not present but, you know, we were all
14 sharing information.

15 58. Q. How many employees did you specifically have a
16 discussion with about what you just said?

17 A. I would say at least 20.

18 59. Q. At what point in time or points in time were
19 you having those discussions?

20 A. In this timeframe it could have been just -
21 and I don't remember exactly because I didn't take notes -
22 but it was in this timeframe, in the January timeframe
23 when all this was happening.

24 60. Q. At some point throughout the January time
25 period?

1 A. Well, I would say January, February.

2 61. Q. Back to the individual discussions other
3 employees may have been having with their HR reps or
4 managers, right after receiving this January 6th email you
5 don't know the specifics of --

6 A. I don't know --

7 62. Q. Let me just finish the question, sorry.

8 A. Sorry.

9 63. Q. What they asked or what they were told about
10 the Ford opportunity or their employment situation at that
11 point?

12 A. I was not part of the conversations, no, that
13 they had with their manager or HRBP.

14 64. Q. You received your job offer from Ford in
15 mid-January; correct?

16 A. That's correct.

17 65. Q. That was at a one-on-one meeting with a Ford
18 representative?

19 A. That's correct.

20 66. Q. As far as you're aware other employees who
21 received offers had individual meetings with Ford
22 representatives to receive their offers?

23 A. Correct.

24 67. Q. You were given a week by Ford to make a
25 decision as to whether to accept the offer?

1 A. Correct.

2 68. Q. Prior to receiving your job offer you had had
3 some discussions or email exchanges yourself with
4 Ms. Jessup about your employment situation and options?

5 A. Correct.

6 69. Q. You had also had some discussion and email
7 exchanges with your manager at the time?

8 A. Correct.

9 70. Q. Remind me, who was your manager at the time?

10 A. Cristian Lamberry.

11 71. Q. You had also had some discussion and email
12 exchanges with Mr. Ralph Pini about your employment
13 situation and options as well?

14 A. Correct.

15 72. Q. Prior to receiving your job offer, besides the
16 people we just mentioned had you personally had
17 discussions with any other BlackBerry representatives
18 about your employment situation and options?

19 A. Other than my manager, HR and Ralph, there
20 was, you know, there was meetings, there was general
21 meetings that were held in which BlackBerry reps, you
22 know, discussed this kind of thing to everybody. But
23 other, you know, one-on-one, I don't recall any other
24 meetings.

25 73. Q. After receiving your job offer I understand

1 you subsequently had some discussions and email exchanges
2 with Ms. Jessup about your employment situation and
3 options at that point; correct?

4 A. That is likely. There was a lot of discussion
5 I was having over this period of time. I assume it also
6 happened after my job offer as well.

7 74. Q. You also continued to have some discussions or
8 email exchanges with your manager at that point?

9 A. That's correct.

10 75. Q. About your employment situation and options?

11 A. That's correct.

12 76. Q. In that week time period after you received
13 your job offer did you have any discussions or
14 communications with any other BlackBerry representatives
15 as far as you recall?

16 A. Most likely. Oh, sorry, BlackBerry
17 representatives. So there had been - I don't think so at
18 that point. In the week in between? I don't think so.
19 There was also a discussion with BlackBerry legal counsel
20 at the time. Vann Vogel I think was his name but I think
21 that happened after. It was not during that week.

22 77. Q. In the week after you received your job offer
23 did you have any discussions or communications with any
24 Ford representatives about the offer or the Ford
25 opportunity?

1 A. I do not recall having any discussions during
2 that week except there might have been something on when
3 to accept it or how it was going to be accepted. I think
4 that was - I don't think so.

5 78. Q. I'll expand the time period. Other than that
6 specific week I just asked you about, at other times
7 through the process you had some communications with Ford
8 representatives about your offer and the opportunity?

9 A. Later on after that time, yeah. It wasn't
10 about the offer or the opportunity. No, it wasn't really
11 about the offer. There was a question that I had asked
12 Ford HR at one time as to whether or not they considered
13 this activity a sale of business.

14 79. Q. In deciding whether to accept the Ford job
15 offer that was made to you I take it you took into account
16 the various communications you had had with BlackBerry
17 regarding your employment situation; correct?

18 A. I took into account - the message that seemed
19 to be coming across from BlackBerry representatives in
20 general, no matter where it came from, was the uncertainty
21 of a continued role at BlackBerry. Every time, every
22 communication that was delivered with that was delivered
23 with a caveat of "might", "maybe", "could be", and I have
24 reviewed the job opportunities available at the time with
25 BlackBerry and we actually have a listing of them. There

1 was a hundred and roughly sixty I believe approximately.
2 Approximately 80 of those were for students, a lot of them
3 were for administration and there was nothing in there
4 with my skill set.

5 80. Q. All those communications you had had with the
6 different BlackBerry folks affected your understanding of
7 the situation at the time; correct?

8 A. It affected my understanding? I would have to
9 say that would be accurate, yeah.

10 81. Q. You took into account all the various
11 communications you told me about in making your decision
12 about the job offer from Ford; correct?

13 A. I would say that's accurate. It's
14 information, right, so...

15 82. Q. Those various discussions included your
16 discussions and email exchanges you'd had with Mr. Pini;
17 correct?

18 A. Correct.

19 83. Q. And the discussions and email exchanges you'd
20 had with Ms. Jessup; correct?

21 A. Correct.

22 84. Q. And the discussions you'd had with your
23 manager?

24 A. Correct.

25 85. Q. You also took into account in making your

1 decision the terms of the actual job offer from Ford;
2 correct?

3 A. Of course.

4 86. Q. Including what your role and position was
5 going to be at Ford?

6 A. Correct.

7 87. Q. And the various compensation terms you were
8 offered by Ford?

9 A. Correct.

10 88. Q. You were offered I understand a salary that
11 was somewhat higher than your BlackBerry salary?

12 A. Correct.

13 89. Q. You were also offered a \$33,000 signing bonus
14 by Ford?

15 A. Correct.

16 90. Q. You also took into account the communications
17 from Ford about the job opportunity and your understanding
18 of them?

19 A. Correct.

20 91. Q. You were aware at the time of Ford's stated
21 intention to invest significantly in Connected Car and
22 Autonomous Car technology in the coming years?

23 A. I was aware that that was a planned path that
24 they were going to take or planning on taking, yes.

25 92. Q. That is the area of the business that you

1 would be employed to work on; correct?

2 A. Correct.

3 93. Q. I take it you took that into account in
4 considering the offer to join Ford?

5 A. Correct. All information, anything that came
6 across as information was something of course that I took
7 into account; right? It would not make sense to not
8 consider some information.

9 94. Q. You had an understanding of the various
10 information you received and it factored into your
11 decision-making; correct?

12 A. Correct.

13 95. Q. In weighing the pros and cons of accepting the
14 offer or not?

15 A. Correct.

16 96. Q. In terms of the communications you'd had with
17 Mr. Pini, he was the head of Mobility Solutions at the
18 time; correct?

19 A. Correct.

20 97. Q. You had some exchanges with him about the
21 possibility of remaining with BlackBerry and what the
22 options might be?

23 A. Correct.

24 98. Q. You have attached certain correspondence to
25 your first affidavit with Mr. Pini. Let's briefly look at

1 that. Turn please to Exhibit "G" of your first affidavit.

2 A. Okay.

3 99. Q. Pages 75 to 76 of the record. At this exhibit
4 you have attached some email exchanges with Mr. Pini dated
5 December 14, 2016. Do you have that in front of you?

6 A. Yes, I do.

7 100. Q. Those email exchanges were just between you
8 and Mr. Pini; correct?

9 A. That's correct.

10 101. Q. Over on page 2 of this tab, in time the first
11 email in the chain is your email to Mr. Pini at 8:15 AM on
12 December 14th; correct?

13 A. Yes.

14 102. Q. In the first sentence of your email you refer
15 to your discussion with Mr. Pini after the town hall the
16 prior Thursday; correct?

17 A. Correct.

18 103. Q. That discussion after the town hall was a
19 discussion that was just between you and Mr. Pini?

20 A. That's correct.

21 104. Q. In this email you state,
22 "In our discussion after the town hall last
23 Thursday you had indicated that anyone who did
24 not want to take a position with Ford would be
25 offered a position within the BlackBerry

1 licensing group”.

2 Correct?

3 A. Correct.

4 105. Q. You then ask Mr. Pini to confirm that that is
5 still the case. Do you see that, in your email to him?

6 A. Yes.

7 106. Q. Then at the top of this page we’ve got
8 Mr. Pini’s response to you later that morning at 10:06 AM;
9 correct?

10 A. Correct.

11 107. Q. In his response he says,
12 “Thanks David for reaching out. If the
13 position at Ford is not taken for whatever
14 reason then the employee will remain a
15 BlackBerry employee”.

16 Do you see that?

17 A. Yes, I do. I also see the following sentence
18 with a caveat as I had mentioned. “Then we will try our
19 best to match the skillset with activities in the software
20 licensing team”.

21 108. Q. Just looking at both those sentences, you
22 would have understood from this email that if you had
23 turned down the position at Ford for whatever reason then
24 you would at that point remain a BlackBerry employee;
25 correct?

1 A. Yes.

2 109. Q. And as he states BlackBerry would then try its
3 best "to match the skillset with the activities in the
4 software licensing team". Correct?

5 A. That's what it says.

6 110. Q. That's what you understood would --

7 A. What I understood from this is - you have to
8 take it in context of everything that was happening.
9 BlackBerry had just gone through five, six years of layoff
10 after layoff after layoff. We had been told that the
11 handheld business unit was shutting down. We had, you
12 know, been communicated through every single communication
13 - what ends up sticking out is the commonality of them,
14 under those circumstances, is all these caveats of, you
15 know, then we will try our best. Again, you might be able
16 to, where possible, all these things.

17 You know, you can't have 400 people transferring
18 from BlackBerry or moving - being offered a position and
19 then tell them, well, you know - and then look at your job
20 listing which, you know, might have 20 relevant, possibly
21 relevant positions for those 400, you know, and assume
22 that you are going, you know, to be able to have a
23 position.

24 So yes, there might be - you might be retained for
25 a period of time, a month, two months or something. But

1 common sense would dictate, you know, the trend is going
2 to continue; right? They're not going to keep 300 people
3 if they decide not to go.

4 111. Q. Everything you just told me about that answer,
5 the history at BlackBerry and so on, all that affected
6 your understanding and what you took from this email from
7 Mr. Pini; correct?

8 A. I would say that's - you know, it influences.
9 There is a flavour, there is a feel, there is an
10 impression that one has as to - you know, you need to
11 interpret not just the single email that you're reading
12 but it adds to again the information shared and everything
13 that's going on and it's all got to be taken in context.

14 It's not - you can't just look at one email, oh,
15 look at this sentence, it says, "You will remain a
16 BlackBerry employee". Well, it's not just about that
17 sentence. It's about what the company had been doing, the
18 behaviour, you know. So I'm not sure where else to go
19 with this but it's not just about reading one email or one
20 sentence in an email. It's all information.

21 It seems to me that I'm being asked to verify
22 sentences in an email to say, oh, look, BlackBerry
23 actually did this. Well, yeah, they've certainly said
24 that. It's there in the email. You know, the words are
25 there. However, it's not just about one thing that they

1 are saying. It was about everything that was happening.

2 112. Q. You took these various impressions into
3 account in interpreting statements that were made to you
4 by Mr. Pini and others at BlackBerry at the time; correct?

5 A. Yes, it was information that I had so yes.

6 113. Q. And it affected your understanding of what the
7 situation was and what your options were at the time?

8 A. It affected my - it went into my
9 decision-making process, yes.

10 114. Q. Back to page 1 of this email exchange, page 75
11 of the record, the email exchange continued and you asked
12 a further question and you received a further email at
13 10:41 AM on December 14th from Mr. Pini. That's the top
14 email on the page; correct? You have to say yes for the
15 record.

16 A. Yes. Sorry.

17 115. Q. In that email he told you that,
18 "As you know the activities today within
19 Mobility Solutions will...not all be present when
20 we transition to a Software Licensing unit. So
21 this means that the work you are doing today
22 might not remain in the new model and we will
23 need to find the next best possible match".

24 In the first paragraph that's what he indicated to
25 you in that email?

1 A. That's what it states.

2 116. Q. You took those statements into account in
3 forming your understanding of the situation and what your
4 options might be?

5 A. It went into the information pile but - yes.
6 I would like to point out though I mean the reason that he
7 had sent that email was because of my initial question
8 below in the same section. The fact that I had spoken -
9 it says, "HR's response was that there would be no
10 guarantee that a position would be found with BlackBerry
11 for those who decide to decline Ford's offer" which is why
12 he responded the way he did.

13 117. Q. "He" being the head of the Mobility Solutions
14 Business Unit told you that the work you were doing today
15 might not remain in the new model and BlackBerry "will
16 need to find the next best possible match" for you;
17 correct?

18 A. That's what he stated, yes.

19 118. Q. During the time Ford was making its job offers
20 to the various employees, both right before job offers
21 were made and right after the job offers were made,
22 BlackBerry's affiants have testified that they were having
23 lots of individual discussions with employees in the
24 various offices and managers were as well. I take it
25 again you weren't personally involved in those various

1 other discussions that individual employees were having
2 with BlackBerry HR reps or managers other than the one or
3 two discussions you mentioned with Ms. Jessup. Correct?

4 A. Correct.

5 119. Q. Again, you don't know the details of all those
6 various individual employee discussions that were
7 occurring at that time?

8 A. Correct.

9 120. Q. Or what specific questions the employee asked
10 in them and what responses they got?

11 A. Correct.

12 121. Q. You don't know the specifics of what those
13 employees were told in all those various discussions about
14 their own individual employment situation or what their
15 own options might have been at the time; correct?

16 A. Correct.

17 122. Q. Or what understanding they took from those
18 individual discussions?

19 A. Correct. I mean these were all a response to
20 the broad, you know - all these employees were getting
21 information in a broad sense; right? It had all
22 transpired such that we were getting information, getting
23 information and then, you know, at some point, okay, well
24 Ford is going to be making job offers and then Ford made
25 job offers, you know. So everything happened the same

1 day. Everybody, the individual's - an individual's
2 response which is only natural, everybody is going to have
3 an individual response to a given situation, and no, I was
4 not a part of all of those things but...

5 123. Q. And each individual had to assess their own
6 employment situation and objectives and goals and weigh
7 their own pros and cons in making their decision; correct?

8 A. Correct.

9 124. Q. In your initial affidavit, turn to
10 paragraph 17, please. In this paragraph you state that
11 Blackberry representatives "emailed Silver Team employees
12 instructing them on how and when to accept Ford offers of
13 employment".

14 A. Yes.

15 125. Q. In making that statement you refer to an email
16 attached as Exhibit "J" to your affidavit. Do you see
17 that?

18 A. Yes.

19 126. Q. If you turn over to Exhibit "J", please, at
20 this exhibit we have two emails from Zoltan Racz. The
21 first one at the bottom of the page is on January 24th at
22 4:38 PM, subject line, "Ford offers next steps". Correct?

23 A. Yes.

24 127. Q. In the first line of the email Mr. Racz
25 indicates that he had gotten a number of questions on next

1 steps and so decided to send this email. You don't deny
2 that that's true, do you?

3 A. That's correct.

4 128. Q. Two lines below that in the first dash of the
5 email he says to you and the other recipients of this
6 email, "As soon as you have made a decision, email
7 Alyssa André and indicate in a brief email what your
8 decision is".

9 Correct?

10 A. That's what it states.

11 129. Q. So you understood at that point that you were
12 being told by BlackBerry that once you had made a decision
13 you should email this HR rep at Ford, Ms. André, to
14 confirm for her whether you had decided to accept or
15 decline your Ford offer; correct?

16 A. Yes.

17 130. Q. Then in the next dash you were being told that
18 if your decision was to accept your offer then here is
19 information on how and when to drop off your signed offer;
20 correct?

21 A. Yes.

22 131. Q. Of course if your decision was to decline the
23 Ford offer you understood you would not be expected to
24 drop off a signed offer; correct?

25 A. That would seem to make sense, yes. You're

1 not going to sign an offer if you decline the offer.

2 132. Q. Yes, this was saying if you have decided to
3 accept, drop it off, and you understood if you decided not
4 to accept then obviously you would not be dropping off --

5 A. The signed copy, yes.

6 MR. STERNBERG: Can we just take about a
7 five-minute break?

8 MR. REINHOLDT: Sure.

9 (SHORT RECESS)

10 MR. STERNBERG:

11 133. Q. Mr. Parker, we talked before about the
12 different evolutions or transitions that BlackBerry's
13 business had gone through. You indicated you were aware
14 at various times that there had been employee layoffs;
15 correct?

16 A. Correct.

17 134. Q. We talked about how at times employees might
18 transition onto different projects or teams that they were
19 working on within BlackBerry; correct?

20 A. Yes.

21 135. Q. In that sense I take it there was often in the
22 years leading up to 2016 a fair amount of uncertainty or
23 instability in those years at BlackBerry as the business
24 was often changing?

25 A. Correct.

1 136. Q. That's the work environment that you and other
2 employees had become accustomed to dealing with in those
3 recent years; correct?

4 A. I wouldn't say you become accustomed to
5 dealing with it but, you know, it was the state of things.

6 137. Q. In early 2016, late January or early February,
7 at that point was it your understanding that there were
8 going to be additional layoffs at that point?

9 A. I'm sorry, what was the timeframe?

10 138. Q. Early 2016, sort of end of January, start of
11 February 2016.

12 A. I honestly can't remember. I mean it was
13 happening - it seemed to be happening continuously. But I
14 don't recall at that time. I think we were still trying
15 to make a go of it in the handheld business unit although
16 I know that John Chen I believe at the start of 2016 had
17 reiterated his, you know, the idea that if you can't make
18 a profit with the handheld business unit that, you know,
19 he would basically shut it down. I'm not quoting him.
20 Just that was the flavour I think of what he said.

21 139. Q. Just to assist your recollection on the
22 timing...

23 MR. STERNBERG: I'm showing you an email, counsel.
24 I apologize I just have one copy of this so we need to
25 share this if we can.

1 MR. REINHOLDT: Is this in the record?

2 MR. STERNBERG: This isn't in the record, no.

3 MR. REINHOLDT: Okay, I'm going to take your
4 questions about this under advisement. We haven't been
5 shown this before, haven't had a chance to discuss it with
6 Mr. Parker. I know you pulled other emails from his
7 account. I don't know why one is sort of showing up all
8 of a sudden. *O*

9 MR. STERNBERG: Okay. Well, let's take it in
10 steps. That's not a basis. It's a cross-examination so
11 as long as it has some relevance to what we're talking
12 about there is nothing wrong and you can take a look at it
13 now and he can take a look at it now as well. What I'm
14 showing you so the record is clear is an email from you,
15 your BlackBerry email address, dated January 28, 2016 to a
16 Cristina Pereyra and what you say in the email, I'm just
17 putting in on the record --

18 MR. REINHOLDT: Yes, but I'm objecting to you
19 putting in on the record. David, can you step out? Let
20 me read it in full and let me decide because I do take
21 issue with this. I mean you had no problem providing
22 plenty of other emails from his account in BlackBerry's
23 materials and we're just seeing this for the first time.

24 (OFF RECORD DISCUSSION)

25 MR. STERNBERG:

1 140. Q. So, Mr. Parker, what I have just shown you off
2 the record with your counsel and I'll place them in front
3 of you again in a moment are two emails, one that you sent
4 on January 28, 2016 to Cristina Pereyra in which you
5 state, "Just heard that there is likely to be another big
6 layoff in a couple of weeks" and the second email we just
7 looked at together with your counsel is from you to a
8 Brian Parker dated January 29, 2016 and within that email
9 you state, "There is apparently going to be another big
10 layoff in the next couple weeks, so finding a good time to
11 go might get a lot easier". In that email you were
12 talking to I believe your brother Mr. Parker about going
13 to visit family members. So let me show this to you
14 again.

15 A. Okay.

16 141. Q. In seeing those emails does that assist your
17 recollection that at that time, about end of January 2016,
18 you were at that point expecting that there were going to
19 be some additional significant layoffs?

20 A. I would have to say that that would be
21 accurate, yes.

22 142. Q. From what you said there you thought at the
23 time that that might affect you and your continued
24 employment at that point. Correct?

25 A. Yes.

1 143. Q. You were not in fact laid off at that time or
2 in those layoffs that occurred in that time period;
3 correct?

4 A. So I'm not exactly - there were rumours that
5 would float around. So me hearing that there was going to
6 be layoffs in another couple of weeks was likely a
7 discussion amongst internal, like, BlackBerry employees,
8 just me hearing it. If it had been from BlackBerry
9 representatives as you call them it would not be - I would
10 not have said "likely". I would have said that there is.

11 So this was likely, you know - and it had been
12 going on for years that, okay, you know, somebody heard
13 from somebody else that somebody said they heard that, you
14 know, there is possibly another. So I don't know that
15 there was indeed any layoffs that had occurred but - so,
16 yes, I was not impacted by the poss - you know, by this
17 rumour, yes.

18 144. Q. Whatever you had heard at that point about
19 layoffs, that affected your impressions about the
20 stability of the work environment at BlackBerry?

21 A. Yes, generally there was a feeling of
22 instability at BlackBerry for everyone in the handheld
23 business unit I would say.

24 145. Q. That had been going on for a number of years?

25 A. Yes.

1 146. Q. One thing we do know is you weren't laid off
2 in early 2016 by BlackBerry; correct?

3 A. Correct.

4 147. Q. You yourself in fact had laid off
5 approximately 12 employees since 2013 in your role as a
6 manager; correct?

7 A. Correct.

8 148. Q. As a manager I take it you were sensitive to
9 and had experience with employee layoffs in that way?

10 A. Correct.

11 149. Q. As far as you're aware whenever employees were
12 let go over the years at BlackBerry they would receive
13 their termination/severance pay; correct?

14 A. I was not involved in that end of it. I would
15 have to assume so.

16 150. Q. That was your understanding though?

17 A. That was my understanding.

18 151. Q. In respect of the 12 employees that you laid
19 off --

20 A. There was approximately 12. I can't remember
21 the exact number. I don't know if it'll make a difference
22 but anyway...

23 152. Q. In respect of those approximately 12 employees
24 that you had laid off your understanding was when their
25 employment was terminated they were paid whatever

1 termination or severance pay entitlements they had under
2 their contracts?

3 A. I never heard otherwise so I would assume so,
4 yes.

5 153. Q. You understood here that if you chose to turn
6 down the Ford offer and then subsequently were not able to
7 be placed on another team or project at BlackBerry and
8 were laid off, in that scenario your understanding was you
9 would then receive your termination and severance pay from
10 BlackBerry; correct?

11 A. Yes, that was my understanding.

12 MR. STERNBERG: Let's just go off the record for
13 one more moment.

14 (OFF RECORD DISCUSSION)

15 MR. STERNBERG: Counsel, thanks for reminding me.
16 We will mark as exhibits the two emails that we just
17 referred to a few moments ago. We may as well mark them
18 separately. Exhibit 1 can be the January 28th email from
19 Mr. Parker to Ms. Pereyra and Exhibit 2 will be
20 Mr. Parker's email to Brian Parker dated January 29, 2016.

21 **EXHIBIT NO. 1:** Email from David Parker to
22 Cristina Pereyra dated January 28, 2016.

23 **EXHIBIT NO. 2:** Email from David Parker to
24 Brian Parker dated January 29, 2016.

25 MR. STERNBERG: Mr. Parker, those are all my

1 questions for you. Thank you for your time.

2 THE WITNESS: Okay.

3 MR. REINHOLDT: I just have a couple of quick
4 questions mostly just to clean up a couple of things.

5 **RE-EXAMINATION BY MR. REINHOLDT:**

6 154. Q. You were asked questions about Ralph Pini.

7 A. Correct.

8 155. Q. Where does he work now?

9 A. I think one of his last acts at BlackBerry was
10 the dissolution of the business unit I guess. I'm not
11 certain but I think he restated in his last - in the last
12 meeting that he was retiring or - yeah, retiring. I
13 believe that's what he did.

14 156. Q. So to your knowledge he's not with BlackBerry
15 anymore?

16 A. That's my knowledge, yes.

17 157. Q. He's not with Ford?

18 A. Correct.

19 158. Q. I want to take you to the Chen email. So this
20 is Exhibit "E". In paragraph 3 he talks about negotiating
21 agreements with Ford and TCL.

22 A. Yes, he does.

23 159. Q. At this time to your knowledge did employees
24 know whether they would be going with either Ford or TCL?

25 MR. STERNBERG: Counsel, I do object. Mr. Parker

1 has given evidence in his affidavit about the emails
2 attached to his. He said things about it and I asked him
3 some specific questions about it but I don't think the
4 question you just asked arises directly out of my
5 cross-examination question so I don't think it's proper
6 re-exam. *O*

7 MR. REINHOLDT: Well, it does because what you
8 asked him was his understanding of whether it went to Ford
9 or TCL employees and my question is at this point did
10 employees know whether they were Ford or TCL employees.

11 MR. STERNBERG: Well, you've got my position in
12 any event.

13 THE WITNESS: So what am I supposed to do?

14 MR. REINHOLDT: Are you objecting to the question
15 or is he fine to answer?

16 MR. STERNBERG: Yes. I still maintain the
17 objection.

18 MR. REINHOLDT: Okay.

19 THE WITNESS: The question was again?

20 MR. REINHOLDT:

21 160. Q. Sorry, he mentions negotiating agreements with
22 Ford and TCL in the third paragraph.

23 A. Yes.

24 161. Q. This is on January 6, 2017. My question is at
25 this point did employees know whether or not they would be

1 receiving offers from Ford or TCL?

2 MR. STERNBERG: I'll just put on the record
3 besides the basis for the objection I just gave, my other
4 basis for it is I don't know how he can be expected to be
5 answering what other employees knew at that point about
6 the point you just asked. Anyway, it's an additional
7 concern about that particular question. *O*

8 THE WITNESS: So did they know whether they would
9 be going to Ford or TCL? Like was there a - like if they
10 were going to one or the other or just period, did they
11 understand if they were going somewhere or - so we hadn't
12 received offers. Personally I can say I hadn't received
13 my offer from Ford at this time. So there was no
14 guarantee; right? We were told that offers were going to
15 be made to the Silver Team. I hadn't received my offer,
16 you know, nobody else had received their offers except the
17 managers as I understood it. So there was no, you know,
18 it was not concrete I guess.

19 MR. REINHOLDT:

20 162. Q. Okay. My last question. You referred to the
21 communications you were receiving where you said they had
22 "may" or you sort of referred to it as the commonality of
23 caveats I think is the way that you sort of described it.
24 You were also asked about conversations that you had with
25 other BlackBerry employees about the communications that

1 you were receiving from HR and they were receiving from
2 HR.

3 A. Yes.

4 163. Q. At any point did employees tell you that they
5 were receiving any messaging from HR that was inconsistent
6 with what you called the commonality of caveats?

7 MR. STERNBERG: Counsel, you can't ask him this.
8 He has given his evidence in his affidavit. I did not ask
9 him about the content of those other discussions and for
10 you to just say okay, let me now ask you about the content
11 of those discussions is not proper re-exam and this could
12 have been in his affidavit and he has said various things
13 on the topic in his affidavit. So re-exam is not an
14 option for you to now get additional evidence from him on
15 some detail that I did not ask him about.

O

16 MR. REINHOLDT: I'm not getting additional
17 evidence. This is a fair question. You asked him about
18 his communications with these employees. You asked him
19 about the messaging. You're saying it's individual and my
20 question is in those communications did the employees
21 suggest they were hearing anything different.

22 MR. STERNBERG: Counsel, what we covered I asked
23 him about his discussions he had, his communication, his
24 understanding and he told me that he wasn't involved in
25 the discussions with others. I didn't ask him about

43

1 discussions specifically he had with others and you're
2 going into new area. It's also an entirely leading
3 question the way you framed it too which is also improper
4 at the re-exam. *O*

5 MR. REINHOLDT: You did though. You asked him how
6 many people he spoke to, you asked him to narrow the
7 number and then you asked him about those conversations.
8 I am asking him to extrapolate on those conversations.

9 MR. STERNBERG: It's improper for the reason I
10 said. There is no point in you and I debating it but this
11 does not arise out of a question I specifically asked him
12 because I didn't ask him about the content of those. It
13 also is an entirely leading question the way you framed it
14 to him too. So I object to you still seeking to get this
15 answer from him. *O*

16 THE WITNESS: Are you waiting for me to say
17 something?

18 MR. REINHOLDT:

19 164. Q. No.

20 MR. REINHOLDT: I think it's a fair question out
21 of your questions. I guess we can deal with it after.
22 Can I have an answer and then we can deal with whether it
23 goes on the record?

24 MR. STERNBERG: Do you want to ask him to step out
25 for a second?

1 MR. REINHOLDT: Yes.

2 MR. STERNBERG: If it helps we can chat for a
3 second.

4 MR. REINHOLDT: Yes.

5 (OFF RECORD DISCUSSION)

6 MR. STERNBERG: So I maintain my objection. We
7 have had a discussion about it. This is a topic that was
8 addressed in the affidavit. There was also a
9 supplementary affidavit from Mr. Parker. I didn't ask him
10 specifically about the content of these discussions you
11 are now seeking to ask him about and re-exam is not an
12 opportunity for you to try to expand your evidence by
13 getting additional evidence-in-chief that you could have
14 gotten before and it also is a leading question. So I
15 maintain my objection. *O*

16 MR. REINHOLDT: Just to put our position on the
17 record we think the question was proper. Mr. Parker was
18 asked about his discussions with BlackBerry HR, Mr. Pini,
19 Ms. Jessup. He was also asked about whether he was privy
20 to discussions between BlackBerry individuals and other
21 employees. He was then asked after he mentioned having
22 discussions with employees himself about how many
23 employees he spoke to and when those discussions took
24 place.

25 The question was about the contents of those

1 discussions that counsel asked him about but didn't go
2 into details. I think it was a proper re-exam question
3 but we'll deal with it with the court. That's it.

4
5 --THE CROSS-EXAMINATION ADJOURNED AT THE HOUR OF
6 10:25 IN THE FORENOON.

7
8 WE HEREBY CERTIFY THAT the foregoing was
9 transcribed to the best of our skill and ability.

10

11 G R S / B L

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Tab A

From: David Parker [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DPARKER]
Sent: 1/28/2016 12:58:56 PM
To: Pereyra, Cristina [Cristina.Pereyra@dfat.gov.au]
Subject: RE: FYI [SEC=UNCLASSIFIED]

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 1
 EXAM NO. 18-0033 DATE: 01/17/18
 WITNESS: David Parker

Just heard that there is likely to be another big layoff in a couple weeks

From: Pereyra, Cristina [mailto:Cristina.Pereyra@dfat.gov.au]
Sent: Thursday, January 28, 2016 10:47 AM
To: David Parker
Subject: RE: FYI [SEC=UNCLASSIFIED]

UNCLASSIFIED

⊗

Cristina Pereyra
 Manager, Workforce and Operations
 Americas Service Centre

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From: David Parker [mailto:dparker@blackberry.com]
Sent: Thursday, 28 January 2016 10:20 AM
To: Pereyra, Cristina
Subject: Re: FYI [SEC=UNCLASSIFIED]

I read this this morning as well.

I also just had a major dejavu when i read this email from you. Was accompanied by a bad feeling. :-(

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

From: Cristina.Pereyra@dfat.gov.au
Sent: January 28, 2016 10:06 AM
To: dparker@blackberry.com
Subject: FYI [SEC=UNCLASSIFIED]

UNCLASSIFIED

a new mosquito-borne illness, Zika virus, which has emerged as a new threat across the Pacific, South and Central America, having spread from its usual distribution in Africa. While it produces a dengue-like illness generally, the new outbreaks have been associated with an increased risk through association with birth defects for pregnant women.

2. Zika virus is one of several mosquito-transmitted viruses that can infect humans. Like dengue and chikungunya virus, the illness is often without symptoms, and those who do get symptoms have fever, muscle pains, mild rash and headache. The illness can last 5-7 days, and most people recover well. Complications are rare.
3. Recent large outbreaks across Pacific islands, and now into South and Central America have demonstrated that prevailing strains are spreading to new areas. In concurrence with this recent spread, there seems to be a probable causal link to an otherwise unexplained rise in birth abnormalities in woman who may have been recently infected while pregnant. Birth defects have been recorded with abnormally high incidence of microcephaly.
4. International health authorities have issued warnings to travellers to the affected areas, particularly those who are pregnant or trying to become pregnant. For people living in those areas, especially pregnant women, increased protection against mosquito bites is important.
5. There is currently no vaccine against Zika virus. Prevention remains with mosquito-bite avoidance, in exactly the same way as dengue and chikungunya virus risk is reduced, through wearing appropriate clothing, use of repellents and various anti-mosquito control methods.

Cristina Pereyra
Manager, Workforce and Operations
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 Department of Immigration and Border Protection
 websites: www.canada.embassy.gov.au OR www.border.gov.au
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Tab B

From: David Parker [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=DPARKER]
Sent: 1/29/2016 12:35:15 PM
To: brian.parker@bell.ca
Subject: RE:

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 2

EXAM NO. 18-0033 DATE: 01/17/18

WITNESS: David Parker

I'm okay. We are separating physically, but not ending our relationship. Just trying this to see if things can be made to be better.

Wasn't sure of a time yet. Trying to coordinate with Kathy as well. Do you have her email address?

Is there any date that doesn't work for you? A weekend would be best I guess for all, but I could also go during the week. There is apparently going to be another big layoff in the next couple weeks, so finding a good time to go might get a lot easier.

I would like to do this for both mom and dad, but more specifically for dad.

From: brian.parker@bell.ca [mailto:brian.parker@bell.ca]
Sent: Friday, January 29, 2016 12:29 PM
To: David Parker
Subject: RE:

Hi Bro

Mom told me the bad news-you ok?

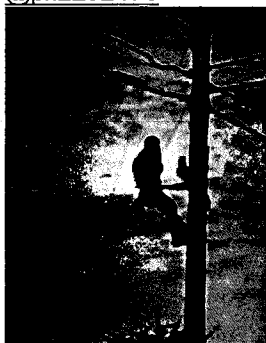
And yes sounds good, would nice to go once and not spend hours working.

Swapped out the kitchen faucet OMG was much easier 20 years ago...

When you thinking?

Brian

Brian Parker,
 BND
 FOA-CFOT Certified
 (416)805-2367
 @pn2262478



Bell

From: David Parker [mailto:dparker@blackberry.com]
Sent: Friday, January 29, 2016 9:08 AM
To: Parker, Brian T (N262478)
Subject:

Hi Brian. Hope all is well with you and the family. I was thinking it would be nice if you, Kathy and myself were able to go see mom and dad together and just wanted to run the idea by you. What do you think?

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

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

Tab 25

Examination No. 18-0033.3

Court File No. 17-71659

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

PLAINTIFF

- and -

BLACKBERRY LIMITED

DEFENDANT

CROSS-EXAMINATION OF MICHAEL DAWSON ON HIS AFFIDAVIT SWORN
NOVEMBER 17, 2017, pursuant to an appointment made on
consent of the parties, to be reported by Gillespie
Reporting Services, on Wednesday, January 17, 2018,
commencing at the hour of 11:38 in the forenoon.

APPEARANCES:

Mr. Andrew Reinholdt

for the Plaintiff

Mr. Arlen Sternberg

for the Defendant

The Examination was reported by Gillespie Reporting Services at
Ottawa, Ontario, having been duly appointed for the purpose.

(i)

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ADVISEMENTS, OBJECTIONS & UNDERTAKINGS

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DATE TRANSCRIPT ORDERED: JANUARY 18, 2018

DATE TRANSCRIPT COMPLETED: JANUARY 28, 2018

1 **MICHAEL DAWSON, SWORN:**

2 **CROSS-EXAMINATION BY MR. STERNBERG:**

3 1. Q. Good morning, Mr. Dawson. I am handing you a
4 printout of two emails dated December 13th and 14th, 2016.
5 We'll give you a moment to look at them. Looking at the
6 bottom email it's an email from Aziz Makkiya of Ford to
7 yourself on December 13, 2016 at 8:30 AM. Subject line
8 "CV&S Opportunity". Correct?

9 A. Yes.

10 2. Q. Aziz was a product manager at Ford's
11 Connected Vehicle and Services Team as far as you were
12 aware?

13 A. Yes.

14 3. Q. The CV&S opportunity in the subject line was
15 referring to a Connected Vehicle and Services opportunity
16 was your understanding?

17 A. Yes, that's my understanding.

18 4. Q. At the start of the third paragraph of this
19 email Aziz states,

20 "Zoltan has mentioned that you might be
21 available to work on some of our projects in
22 the connected vehicle space, we are definitely
23 interested in exploring the opportunity and see
24 if there is a potential match".

25 Correct?

1 A. Yes.

2 5. Q. The email then asked about setting up an
3 informal discussion or interview with you at that point;
4 correct?

5 A. Yes.

6 6. Q. So Ford was reaching out to you at that point
7 and asking if you were interested in pursuing a potential
8 opportunity with its CV&S team; correct?

9 A. Yes.

10 7. Q. At the top email of this page you then sent
11 this follow-up email to Zoltan Racz at BlackBerry on
12 December 14th; correct?

13 A. Yes, that's correct.

14 8. Q. You were sending him an email to arrange a
15 time to chat with him with a view to understanding more
16 about Ford's CV&S organization and to get additional
17 context or background about the opportunity; correct?

18 A. Yes.

19 MR. STERNBERG: Let's mark this as the first
20 exhibit on this examination. It's an email chain dated
21 December 13/14, 2016.

22 **EXHIBIT NO. 1:** Email chain dated December 13th and
23 14th, 2016.

24 MR. STERNBERG:

25 9. Q. I am showing you a further email chain

1 printout. If you want to take a look at it, it may assist
2 if you want to start at the back page because that
3 chronologically was the first in time. You'll see the
4 same December 13th email we were just looking at, at the
5 last page on this. But I'll give you a moment before I
6 ask you about it.

7 So on the last page as I said we have another copy
8 of Mr. Makkiya of Ford's December 13, 2016 email to you
9 regarding "CV&S Opportunity"; correct?

10 A. Correct.

11 10. Q. Then moving back a page we see your response
12 to Ford. On December 13th you responded to Mr. Makkiya
13 saying, "Thank you for reaching out. I look forward to
14 speaking with you further regarding these opportunities".
15 Correct?

16 A. Yes.

17 11. Q. You were interested in speaking to Ford about
18 the opportunity they had reached out to you on and that's
19 what you were conveying in this email to them?

20 A. Yes. I conveyed that I was interested in
21 understanding what opportunities they had.

22 12. Q. And you provided Ford some times that you were
23 available to speak with them over that following week
24 about the opportunity; correct?

25 A. Yes. They provided two times and I selected

1 the one that worked best for me.

2 13. Q. If you keep reaching up the email chain it
3 looks like you arranged a time to have a WebEx meeting
4 with Ford a few days after this email?

5 A. Yes, that's correct.

6 14. Q. In that chain you see a Ford representative
7 indicated that it would be an informal conversation at
8 that point?

9 A. Yes, that's correct.

10 15. Q. That conversation took place between you and
11 Ford at that point; correct?

12 A. Yes, that's correct.

13 16. Q. Which Ford representatives did you speak with,
14 do you recall?

15 A. I don't recall the specific people. I know
16 Doug Van Dagens who is the - I believe he's the Director
17 of the CV&S organization. He was on the phone as well as
18 I believe two other gentlemen who are his direct reports.

19 17. Q. Besides yourself there wasn't anyone from
20 BlackBerry at that meeting?

21 A. No.

22 18. Q. I assume what was discussed at the meeting was
23 what is set out in the email. In other words the CV&S
24 opportunity that they were wanting to discuss with you?

25 A. Yes, although in that meeting it was much more

1 them or the CV&S organization wanting to understand my
2 experience and my background as opposed to them providing
3 an overview of any opportunity with them.

4 19. Q. Do you recall whether you asked them questions
5 in the meeting about the CV&S organization?

6 A. I did ask questions, yes.

7 20. Q. And about the potential opportunity?

8 A. Yes, I was asking questions to understand what
9 this organization did.

10 21. Q. They provided you with responses to the
11 questions you asked during the meeting?

12 A. They did, yes.

13 22. Q. From your perspective I take it you were
14 wanting to understand the organization and assess whether
15 you might be interested in what they were doing?

16 A. Yes, that's correct. Up until this point I
17 had had no interaction or knowledge of the Silver Project
18 or the engineering services that were being provided. So
19 I looked at this as the opportunity to understand what the
20 opportunity was.

21 23. Q. And to see if it was something you might have
22 been interested in from your perspective?

23 A. Yes, correct.

24 MR. STERNBERG: Let's mark this email chain as the
25 next exhibit, Exhibit 2. It's an email chain from

1 December 13th and the following dates.

2 **EXHIBIT NO. 2:** Email chain dated from December 13,
3 2016 and following dates.

4 MR. STERNBERG:

5 24. Q. I understand you received your job offer
6 ultimately from Ford on about January 18, 2017?

7 A. Yes, that's correct.

8 25. Q. I'm showing you another email exchange that is
9 dated January 18, 2017. I'll give you a moment to look at
10 it first. After receiving your Ford job offer you had
11 this email exchange with Jamey Schein at BlackBerry;
12 correct?

13 A. Correct.

14 26. Q. He was a work colleague and friend at
15 BlackBerry?

16 A. That's correct. He was also a product manager
17 in the Waterloo office.

18 27. Q. He had also received a job offer from Ford as
19 far as you understood?

20 A. That's correct.

21 28. Q. In the middle of page 1 of this email chain,
22 you sent him an email at 7:41 PM on January 18th. Do you
23 see that?

24 A. Yes.

25 29. Q. In the second paragraph of the email you

1 state, "I have until next Friday to make a decision. Will
2 be hard to turn down financially". In making those
3 statements you were referring to the job offer you had
4 received from Ford; correct?

5 A. Yes, correct.

6 MR. STERNBERG: Let's mark this as the next
7 exhibit, Exhibit 3. It's a January 18th email exchange.

8 **EXHIBIT NO. 3:** January 18, 2017 email exchange.

9 MR. STERNBERG:

10 30. Q. Next I'm showing you a January 19, 2017 email
11 from you to Ms. Mascarin. Ms. Mascarin was a human
12 resources representative at BlackBerry?

13 A. Yes.

14 31. Q. You sent her this email on January 19th, the
15 day after you had received your Ford offer?

16 A. Yes.

17 32. Q. In this email you indicated that you had some
18 BlackBerry human resources questions relating to the offer
19 which you then set out in this email; correct?

20 A. Yes.

21 33. Q. I take it she then provided you with responses
22 to those questions you had asked?

23 A. I actually don't recall because I don't have
24 the response from her via email on here. Correspondence
25 that I did have with Jennifer tended to be via phone.

1 During this period of time most of the exchanges with HR
2 were via the phone or in person. In my case because the
3 HR representative Jennifer was located in Waterloo, most
4 of the discussions were via phone.

5 34. Q. Do you have any reason to think she didn't
6 give you a response either by phone or in some way to
7 these specific questions you had asked?

8 A. No, she did provide an answer at least to the
9 first question. The second question was unclear up until
10 points that BlackBerry confirmed that people would be
11 receiving the VIP payout.

12 MR. STERNBERG: Let's mark this January 19th email
13 as the next exhibit, Exhibit 4.

14 **EXHIBIT NO. 4:** January 19, 2017 email from
15 Michael Dawson to Jennifer Mascarin.

16 MR. STERNBERG:

17 35. Q. I am next showing you an email dated
18 January 25, 2017. This is an email you sent to
19 Alyssa Andree of Ford on January 25th?

20 A. Yes.

21 36. Q. She was a Ford human resources representative?

22 A. Yes, that's my understanding.

23 37. Q. In this email you state,

24 "Upon reviewing the offer of employment along
25 with the associated documents, I have decided

1 to accept the offer of employment from Ford of
2 Canada".

3 Correct?

4 A. Yes.

5 38. Q. You state that you will have the signed
6 documents available to hand in on Friday. I assume you
7 then followed up and handed in your signed acceptance of
8 the Ford offer?

9 A. Yes. My recollection was that they arranged a
10 common time for everyone to provide and hand in their
11 documents on that day, on the Friday.

12 39. Q. A common time for all the people who had
13 decided to accept to hand in the signed copies?

14 A. That's correct, yes.

15 40. Q. You followed that process and handed yours in?

16 A. That's correct.

17 MR. STERNBERG: Let's mark this January 25th email
18 as the next exhibit, Exhibit 5.

19 **EXHIBIT NO. 5:** January 25, 2017 email from
20 Michael Dawson to Alyssa Andree.

21 MR. STERNBERG: Those are all my questions today,
22 Mr. Dawson. Thanks for your time.

23 MR. REINHOLDT: Can you just give me five minutes?
24 I don't know if I want any questions. I just want to
25 review the new materials and see if there is anything from

1 that.

2 MR. STERNBERG: Sure.

3 (SHORT RECESS)

4 **RE-EXAMINATION BY MR. REINHOLDT:**

5 41. Q. Okay, just a couple of questions. So if you
6 can pull up Exhibit 1. It should just be right up on top.
7 I see you are sending an email to Zoltan. What is the
8 reporting relationship within BlackBerry with respect to
9 you and Zoltan?

10 A. At this point in time I had no direct
11 reporting relationship with Zoltan. He wasn't in my - he
12 was the VP of Software and at this point in time I was
13 reporting to Thomas Dye who was the VP or Global Head of
14 Product Realization which was - I would say he was in a
15 different organiza - like he reported in to Mobility
16 Solutions to Ralph Pini but Zoltan was in the software
17 organization. At that time he reported to Chris House who
18 was the Global Head of Software Development at BlackBerry.

19 42. Q. Where is Zoltan working now?

20 MR. STERNBERG: Counsel --

21 MR. REINHOLDT: Let me get through the question.

22 MR. STERNBERG: This is re-examination on a
23 cross-examination. You're --

24 MR. REINHOLDT: It is on a new document I am just
25 seeing right now.

1 MR. STERNBERG: An entirely different area. Where
2 Zoltan is working now has nothing to do with this email
3 exchange in December.

4 MR. REINHOLDT: Are you going to take issue with
5 where Zoltan is working now? I'm just trying to make the
6 record clear for my question.

7 MR. STERNBERG: Zoltan, you have an affidavit from
8 him already in the material. You're going to be
9 cross-examining him. This is not the time to be asking
10 this witness questions about Zoltan and where he's
11 working. You'll ask Zoltan those questions. *O*

12 MR. REINHOLDT:

13 43. Q. At this time did you know whether Zoltan would
14 be going to Ford, at the time these emails were being
15 sent?

16 A. At this point in time all I knew was that
17 Zoltan was the senior leader who had been involved with
18 the engineering services or contract with Ford. I had
19 assumed that he would be going to Ford but I didn't know
20 at that time. Actually, at this point in time?

21 44. Q. On December 14, 2016.

22 A. Yeah, December 14th I didn't - it was unclear
23 what the future was, the future relationship was with this
24 engineering services and the work that was being done with
25 Ford.

1 45. Q. Okay. If you can pull up Exhibit 3, the third
2 email on the first page, you were taken to the sentence
3 that says, "I have until Friday next week to make a
4 decision. Will be hard to turn down financially". Can
5 you explain what you meant by "will be hard to turn down
6 financially"?

7 A. So the offer that I had received from Ford, it
8 was apparent to me that BlackBerry had provided
9 information on my compensation structure including
10 outstanding equity grants and in Ford's offer they had
11 provided compensation for all unvested equity that I had
12 in BlackBerry, that BlackBerry had awarded me over the
13 previous years and so from a financial perspective it was
14 hard to turn down the offer because they made it
15 attractive with respect to the equity - compensation for
16 the outstanding unvested equity awards.

17 46. Q. On the second page there is an email halfway
18 through the page and this is again you sending an email.
19 At the second paragraph you start by saying, "As you said"
20 and this was, sorry, Jamey Schein.

21 A. Jamey Schein.

22 47. Q. "Financially it is hard to turn down". When
23 did Jamey make this statement?

24 A. So for context if you go back to the original
25 email you can see the subject is, "Re: Missed conversation

1 with Michael Dawson", that means that it was - the
2 conversation was started over the internal BlackBerry
3 instant messaging service and so there was a missed
4 conversation and therefore when I responded I was
5 responding to Jamey's original question which at the point
6 in time was really around these Ford offers.

7 So in conversations with Jamey Schein, at that
8 point in time we had discussed at a high level the
9 financial terms in the context of what I already described
10 with the equity and the salary.

11 48. Q. Okay. The first email at the bottom you are
12 asking about levels just sort of throughout. You're going
13 back and forth with this individual about them. You
14 ultimately say an HR person is looking into it and I think
15 at some point you say you were contacting Ford as well.
16 First of all, did you receive an answer to these questions
17 from either BlackBerry or Ford?

18 MR. STERNBERG: Counsel, I didn't ask him anything
19 about levels. I just said here is an email chain he sent
20 and the one thing that I asked him about was what you have
21 now - I have not objected to you asking in follow up. Now
22 you're just saying, well, let's talk about a different
23 topic.

24 MR. REINHOLDT: You have produced a new document.
25 It's fair game for me to ask questions about a document I

1 am seeing for the first time. Had it been provided in
2 your materials I could have provided a reply affidavit on
3 all of this.

4 MR. STERNBERG: Well, let's not get into an
5 argument. I just remind you it's re-examination on a
6 cross and you have provided this witness's affidavit for
7 the first time by way of a reply affidavit. So it wasn't
8 in your material. We didn't have an opportunity to
9 respond to it in our material. In any event you have got
10 my objection so I'm not sure what you're planning on doing
11 but my objection stands on what you're seeking to ask him
12 right now. *O*

13 MR. REINHOLDT: Okay. I am going to proceed with
14 the question.

15 49. Q. Did you receive an answer to your questions
16 from either BlackBerry or Ford?

17 A. So I didn't receive an answer to the questions
18 from - these questions were more with respect to Ford in
19 terms of the role and who I would be reporting to which
20 was referenced in one of the other emails.

21 50. Q. Is that the December - sorry, where is the
22 other one?

23 A. Maybe it's...

24 51. Q. Exhibit 2? If you look at the bottom of
25 Exhibit 2, bottom of page 1, is that what you're --

1 A. Yes, that's what I was referring to. Correct.
 2 So to finish the answer I didn't receive a response with
 3 respect to who I would be reporting to at Ford, nor what
 4 the role was going to be.

5 MR. REINHOLDT: Okay. Those are the end of my
 6 questions.

7
 8 --THE CROSS-EXAMINATION ADJOURNED AT THE HOUR OF
 9 12:07 IN THE AFTERNOON.

10
 11 WE HEREBY CERTIFY THAT the foregoing was
 12 transcribed to the best of our skill and ability.

13

14 G R S / B L

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 25

Tab A

From: Michael Dawson [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=MIDAWSON]
Sent: 12/14/2016 1:40:55 PM
To: Zoltan Racz [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=zracz]
Subject: RE: CV&S Opportunity

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 1
EXAM NO. 18-0033 DATE: 1/17/18
WITNESS: Michael Dawson

Hi Zoltan,

Do you have a few minutes available this afternoon or tomorrow to chat?

I'd like to understand the CV&S organization at Ford fits within the context of the on-going Silver work.

Would welcome and additional context/background that you could offer.

Michael

From: Makkiya, Aziz (A.A.) [mailto:amakkiya@ford.com]
Sent: December 13, 2016 8:30 AM
To: Michael Dawson <midawson@blackberry.com>
Cc: Conway, Christine (C.) <CCONWA15@ford.com>; Zoltan Racz <zracz@blackberry.com>
Subject: CV&S Opportunity

Hello Michael,

Hope this message finds you well.

I am Aziz Makkiya, a product manager at Ford Connected Vehicle & Services team. I work for Doug VanDagens, Global Director of Connected Vehicle & Services.

Zoltan has mentioned that you might be available to work on some of our projects in the connected vehicle space, we are definitely interested in exploring the opportunity and see if there is a potential match. As the year is coming to an end, I and the Ford team would definitely prefer to have this informal interview concluded before 12/23/2016. Please let us know what is the best day/time that works for you and your preference for the interview set up (phone, skype, in-person).

I look forward to hearing from your.

Thanks,

Aziz Makkiya
amakkiya@ford.com

Tab B

From: MacLachlan, Martha (M.) [mmaclac1@ford.com]
Sent: 1/20/2017 4:27:52 PM
To: Michael Dawson [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=midawson]
Subject: FW: CV&S Opportunity

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 2
 EXAM NO. 18-0033 DATE: 1/17/18
 WITNESS: Michael Dawson

Hi Michael.

Happy to talk to you if you have time. Please let me know your availability so we can connect.

Have a great weekend!

Regards.

Martha H. MacLachlan

Supervisor, PDHR
 Ford Motor Company – Building 5 - 1A089
 office 313.59.42487 / mmaclac1
IM Me

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From: Conway, Christine (C.)
Sent: Friday, January 20, 2017 9:56 AM
To: Curtis, LaTrice (L.); MacLachlan, Martha (M.)
Cc: Arch, Kelly (K.A.)
Subject: FW: CV&S Opportunity

Hi,

Michael Dawson is inquiring about the details of the position at Ford he was offered. Is anyone able to assist him?

Thank you,
 Christine

From: Michael Dawson [<mailto:midawson@blackberry.com>]
Sent: Friday, January 20, 2017 9:49 AM
To: Conway, Christine (C.)
Subject: RE: CV&S Opportunity

Hi Christine,

I hope you having a good Friday.

As you may recall, I met with Doug and others from the CV&S organization back in December. On Wednesday this week, I received an offer of employment from Ford and the HR person on-site indicated the manager was 'Manager – CV&S'. I asked the HR person who specifically I would be reporting to, and what the details of the position were. He was unable to answer, but said he would look into it. I have not heard anything back.

I am reaching out to you in the hope that you can point me in the right direction as to who can provide me with additional information regarding this opportunity.

Regards,

Michael

From: Conway, Christine (C.) [<mailto:CCONWA15@ford.com>]
Sent: December 13, 2016 3:32 PM
To: Michael Dawson <midawson@blackberry.com>
Subject: RE: CV&S Opportunity

You are welcome 😊

From: Michael Dawson [<mailto:midawson@blackberry.com>]
Sent: Tuesday, December 13, 2016 3:18 PM
To: Conway, Christine (C.)
Subject: RE: CV&S Opportunity

Hi Christine,

Understood. Thanks again for your help.

Cheers,

Michael

From: Conway, Christine (C.) [<mailto:CCONWA15@ford.com>]
Sent: December 13, 2016 1:25 PM
To: Michael Dawson <midawson@blackberry.com>
Subject: RE: CV&S Opportunity

Hi Michael,

No you are all set. This is just an informal conversation. Please let me know if you have any questions or concerns before your meeting.

Thank you
Christine

From: Michael Dawson [<mailto:midawson@blackberry.com>]
Sent: Tuesday, December 13, 2016 11:55 AM
To: Conway, Christine (C.)
Subject: Re: CV&S Opportunity

Hi Christine,

Yes, I received the WebEx invite shortly after I sent my last email message.

The WebEx format works for me. Thanks for your help in coordinating.

Is there anything additional I should be aware of before the session on Friday?

Regards,

Michael

From: CCONWA15@ford.com
Sent: December 13, 2016 11:33 AM
To: midawson@blackberry.com
Subject: RE: CV&S Opportunity

Hi Michael,

I sent an invite with WebEx information included. Will this format work for you? Please let me know if you have any questions.

Thanks
Christine

From: Michael Dawson [<mailto:midawson@blackberry.com>]
Sent: Tuesday, December 13, 2016 10:37 AM
To: Conway, Christine (C.)
Subject: RE: CV&S Opportunity

Hi Christine,

Yes, 2pm works.

What format are we going with -- phone or Skype?

Michael

From: Conway, Christine (C.) [<mailto:CCONWA15@ford.com>]
Sent: December 13, 2016 10:27 AM
To: Michael Dawson <midawson@blackberry.com>
Subject: FW: CV&S Opportunity

Hi Michael,

Can we move to 2:00? I apologize as someone just took the 1:30.

Christine

From: Michael Dawson [<mailto:midawson@blackberry.com>]
Sent: Tuesday, December 13, 2016 10:18 AM
To: Conway, Christine (C.); Makkiya, Aziz (A.A.)
Cc: Zoltan Racz
Subject: RE: CV&S Opportunity

Hi Christine,

Friday at 1:30pm would work best for me.

Michael

From: Conway, Christine (C.) [mailto:CCONWA15@ford.com]
Sent: December 13, 2016 10:15 AM
To: Michael Dawson <midawson@blackberry.com>; Makkiya, Aziz (A.A.) <amakkiya@ford.com>
Cc: Zoltan Racz <zracz@blackberry.com>
Subject: RE: CV&S Opportunity

Hi Michael,

Does Friday at 9:00 work for you? I also have 1:30.

Please let me know, I can provide different times if needed.

Thank you



. Christine Conway .

Administrative Assistant to Doug VanDagens
Connected Vehicles and Services
313-621-4223 . Bld-5 3A073

From: Michael Dawson [mailto:midawson@blackberry.com]
Sent: Tuesday, December 13, 2016 10:08 AM
To: Makkiya, Aziz (A.A.)
Cc: Conway, Christine (C.); Zoltan Racz
Subject: RE: CV&S Opportunity

Hi Aziz,

Thank you for reaching out.

I look forward to speaking with your further regarding these opportunities.

My preference would be to be able to meet in person, however given the limited available time before the Holiday period, I am also open to phone or skype.

In terms of specific date / times, I could make Thurs/Fri this week or early next week (Mon-Wed) work depending on specific time.

If you'd rather work logistics via phone, I can be reached at 613-595-3049.

Regards,

Michael

From: Makkiya, Aziz (A.A.) [<mailto:amakkiya@ford.com>]
Sent: December 13, 2016 8:30 AM
To: Michael Dawson <midawson@blackberry.com>
Cc: Conway, Christine (C.) <CCONWA15@ford.com>; Zoltan Racz <zracz@blackberry.com>
Subject: CV&S Opportunity

Hello Michael,

Hope this message finds you well.

I am Aziz Makkiya, a product manager at Ford Connected Vehicle & Services team. I work for Doug VanDagens, Global Director of Connected Vehicle & Services.

Zoltan has mentioned that you might be available to work on some of our projects in the connected vehicle space, we are definitely interested in exploring the opportunity and see if there is a potential match. As the year is coming to an end, I and the Ford team would definitely prefer to have this informal interview concluded before 12/23/2016. Please let us know what is the best day/time that works for you and your preference for the interview set up (phone, skype, in-person).

I look forward to hearing from your.

Thanks,

Aziz Makkiya
amakkiya@ford.com

Tab C

From: Michael Dawson [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=MIDAWSON]
Sent: 1/18/2017 7:58:59 PM
To: Jamey Schein [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=jschein]
Subject: Re: Missed conversation with Michael Dawson

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 3EXAM NO. 18-0033 DATE: 01/17/18WITNESS: Michael Dawson

Yep, agreed. I will send an email tomorrow to HR as well.

Michael

From: jschein@blackberry.com
Sent: January 18, 2017 7:44 PM
To: midawson@blackberry.com
Subject: Re: Missed conversation with Michael Dawson

That's how I feel, but I still want to already know what group I'm in and what they work on at a minimum.

Sent Using BlackBerry Software, the World's Most Secure Mobility Solution.

From: midawson@blackberry.com
Sent: January 18, 2017 7:41 PM
To: jschein@blackberry.com
Subject: Re: Missed conversation with Michael Dawson

I think that was the same guy I dealt with today here in Ottawa. To be honest he didn't seem to know much when I asked him my questions.

I have until next Friday to make a decision. Will be hard to turn down financially.

Michael

From: jschein@blackberry.com
Sent: January 18, 2017 7:21 PM
To: midawson@blackberry.com
Subject: RE: Missed conversation with Michael Dawson

I dealt with Ron but the person who was going to look in to it for me was Alyssa.

I feel slightly bad asking again but given I need to make a decision by next Tuesday I feel like I cannot leave it alone.

From: Michael Dawson
Sent: Wednesday, January 18, 2017 4:45 PM
To: Jamey Schein <jschein@blackberry.com>
Subject: RE: Missed conversation with Michael Dawson

Let me know what you hear. The HR guy also said he was going to look into it.

Which HR person have you been working with?

Michael

From: Jamey Schein
Sent: January 18, 2017 3:57 PM
To: Michael Dawson <midawson@blackberry.com>
Subject: Re: Missed conversation with Michael Dawson

I'm going to try their HR first (she owes me a response but I'm impatient) and if I don't hear back tomorrow I may reach out to Aziz to see if he can help.

Sent Using BlackBerry Software, the World's Most Secure Mobility Solution.

From: midawson@blackberry.com
Sent: January 18, 2017 3:23 PM
To: jschein@blackberry.com
Subject: RE: Missed conversation with Michael Dawson

I suspect they took director / senior director and put at LL5, manager / senior manager at LL6, etc.

As you said, financially it is hard to turn down.. but I have no idea what my role/job would be, and I feel unfortable signing the signing bonus payback agreement as technically they could determine I am not a fit and fire me and force me to pay it all back with after-tax money..

Michael

From: Jamey Schein
Sent: January 18, 2017 3:21 PM
To: Michael Dawson <midawson@blackberry.com>
Subject: Re: Missed conversation with Michael Dawson

Same as yours,

I know one LL5 but they are a director here, and some GRs which is non manager level.

Sent Using BlackBerry Software, the World's Most Secure Mobility Solution.

From: midawson@blackberry.com
Sent: January 18, 2017 3:19 PM
To: jschein@blackberry.com
Subject: RE: Missed conversation with Michael Dawson

Mine was for LL6, which the HR dude said was manager level.. He said more senior levels are LL5, 4, 3, etc.. Was yours the same? Have you heard of people getting different levels?

Michael

Tab D

From: Michael Dawson [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=MIDAWSON]
Sent: 1/19/2017 11:49:07 AM
To: Jennifer Mascarin [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP
(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Jmascarin]
Subject: BlackBerry HR Questions RE Ford Offer

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 4

EXAM NO. 18-0033 DATE: 1/17/18

WITNESS: Michael Dawson

Hi Jennifer,

I received an offer from Ford yesterday and have a couple of BlackBerry HR-related questions I am hoping you can help address.

1. How will accumulated, but not yet used vacation be handled? My assumption is that I would be entitled to my vacation accrual through to Feb 28, 2017, and that any remaining vacation would be paid out on the last pay (i.e. March 10, 2017). Is that correct?
2. Despite what is outlined in my employment contract regarding VIP payout, given that employees transitioning to Ford will have worked the entire FY17 period, does BlackBerry intend to honour VIP payout (assuming there is a payout for Mobility Solutions)?

Thanks,

Michael

Tab E

From: Michael Dawson [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=MIDAWSON]
 Sent: 1/25/2017 2:50:06 PM
 To: aandree@ford.com
 Subject: Ford Offer Acceptance

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 5
 EXAM NO. 18-0033 DATE: 1/17/18
 WITNESS: Michael Dawson

Hi Alyssa,

Upon reviewing the offer of employment along with the associated documents, I have decided to accept the offer of employment from Ford of Canada.

I will have the signed documents available to hand-in on Friday.

Regards,

Michael Dawson

Senior Product Manager, Mobility Solutions
 BlackBerry | 4000 Innovation Drive | Kanata, Ontario | K2K 3K1
 Tel: 613.595.3049 | BlackBerry: 613.222.8640
 Email: midawson@blackberry.com
 BBM: 7BD3B667

Tab 26

Examination No. 18-0033.2

Court File No. 17-71659

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

PLAINTIFF

- and -

BLACKBERRY LIMITED

DEFENDANT

CROSS-EXAMINATION OF JOHN VENIOT ON HIS AFFIDAVIT SWORN
NOVEMBER 17, 2017, pursuant to an appointment made on
consent of the parties, to be reported by Gillespie
Reporting Services, on Wednesday, January 17, 2018,
commencing at the hour of 10:40 in the forenoon.

APPEARANCES:

Mr. Andrew Reinholdt

for the Plaintiff

Mr. Arlen Sternberg

for the Defendant

The Examination was reported by Gillespie Reporting Services at
Ottawa, Ontario, having been duly appointed for the purpose.

(i)

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NAME OF WITNESS: JOHN VENIOT
EXAMINATION BY: MR. STERNBERG
NUMBER OF PAGES: 2 THROUGH 23

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EXHIBIT NO. 2: January 26, 2017 email exchange between John Veniot and Ron Cook..... 7

EXHIBIT NO. 3: January 26 and 27, 2017 email chain between John Veniot and family members..... 13

EXHIBIT NO. 4: Nelligan O'Brien Payne web site page. 22

DATE TRANSCRIPT ORDERED: JANUARY 17, 2018

DATE TRANSCRIPT COMPLETED: JANUARY 28, 2018

1 JOHN VENIOT, SWORN:

2 CROSS-EXAMINATION BY MR. STERNBERG:

3 1. Q. Good morning, Mr. Veniot. I understand at
4 BlackBerry you were a manager of power optimization?

5 A. That's correct, yes.

6 2. Q. Briefly describe for me what type of role was
7 that?

8 A. I had a development and test team that did
9 power development and testing on BlackBerry devices.

10 3. Q. How many employees were on your team
11 approximately?

12 A. Approximately seven.

13 4. Q. In terms of the Ford job offer process, I
14 understand you received your initial offer from Ford
15 between January 18th to 20th, 2017. Correct?

16 A. I believe so, yes.

17 5. Q. You had an individual meeting with a Ford
18 representative at which you received your employment offer
19 from Ford?

20 A. Yes.

21 6. Q. During your offer meeting there were some
22 questions that you asked and that you discussed with the
23 Ford rep relating to your offer?

24 A. Yes.

25 7. Q. Mr. Veniot, I am showing you a printout of two

1 emails dated January 23, 2017.

2 MR. STERNBERG: Counsel, I've got an additional
3 copy that I can show you.

4 MR. REINHOLDT: I am just going to review it
5 before asking any questions. Okay.

6 MR. STERNBERG:

7 8. Q. Mr. Veniot, these are emails that you sent to
8 Alyssa Andree at Ford on January 23, 2017; correct?

9 A. That's correct.

10 MR. REINHOLDT: Just before the question goes, I'm
11 going to raise the same issue I raised with Parker which
12 is the fact that these weren't provided before today. I
13 am going to allow the questions for this document but
14 reserving my right to refuse questions on some of the
15 other documents potentially.

16 MR. STERNBERG: Counsel, as we discussed before
17 and off the record, No. 1, this is a cross-examination and
18 of course haven't done discovery in the case and, No. 2,
19 as you are aware we only received Mr. Veniot's affidavit
20 as well as Mr. Stephenson and Mr. Dawson's affidavits in
21 your reply record. So we had no initial affidavit from
22 them. We had no opportunity in our affidavit material to
23 respond to anything. We saw for the first time evidence
24 from them by way of a reply affidavit and this is the
25 first option that we have to address that evidence. In

1 any event, let's carry on right now.

2 9. Q. Mr. Veniot, Alyssa Andree was the Ford Human
3 Resources representative that you were dealing with in
4 respect of your offer?

5 A. Yes. She wasn't the one that I met with but
6 she was the contact we were given if we had questions.

7 10. Q. In the bottom email, the one you sent at
8 9:03 AM to Ms. Andree, you start out by saying,

9 "I had a few questions regarding the offer I
10 received from Ford last week and hope someone
11 can take a look and provide some information".

12 Correct?

13 A. Yes.

14 11. Q. You then raised in the body of the email
15 certain questions about the position you had been offered
16 by Ford and the salary grade, et cetera. Correct?

17 A. Yes.

18 12. Q. You also then sent her later that day the top
19 email at 3:16 PM. Correct?

20 A. Yes. It doesn't have her response here but
21 yes, I had replied back to her.

22 13. Q. Indicating that you think you had most of your
23 answers and better understood the leadership structure at
24 Ford and so on?

25 MR. REINHOLDT: Sorry, I might object now. The

1 witness is saying there is sort of a missing communication
2 and some are singular documents. He should be shown the
3 full communication. *O*

4 MR. STERNBERG: This is the email chain I have.

5 14. Q. Mr. Veniot, are you saying that you believe
6 there was an email response from her between 9:03 in the
7 morning and your 3:16 email?

8 A. There was a response from her. I can't
9 remember whether it was a phone call or an email and in my
10 answer as I said that I thought I had most of my answers
11 but not everything was clarified.

12 15. Q. You may have had a discussion with her at that
13 point?

14 A. Yes.

15 16. Q. The discussion would have been about the
16 questions you were asking about the Ford structure and
17 opportunity; correct?

18 A. The discussion would have been specific to the
19 points that I had raised below to understand the structure
20 because in my original meeting with Ford HR when they made
21 the offer it wasn't clear as to the role of supervisor
22 compared to manager because at BlackBerry I was a manager,
23 here they were giving me the title of supervisor. So that
24 was what I was trying to understand.

25 17. Q. You wanted that clarified so you could take

1 that into account in considering Ford's offer to you?

2 A. Correct.

3 18. Q. You sent her at 3:16 the top email that we see
4 on this page; correct?

5 A. That's correct, yes.

6 MR. STERNBERG: Counsel, let's mark this as
7 Exhibit 1 to this examination.

8 **EXHIBIT NO. 1:** Email chain between John Veniot and
9 Alyssa Andree dated January 23, 2017.

10 MR. STERNBERG:

11 19. Q. Mr. Veniot, I am next showing you a printout
12 of January 26, email exchanges between yourself and
13 Mr. Cook. I'll give you a moment to look at them. The
14 document I just handed you can you confirm these were
15 email exchanges between yourself and Ron Cook of Ford?

16 A. That's correct, yes.

17 20. Q. He was a human resources manager at Ford?

18 A. Yes.

19 21. Q. On the second page of this printout we see
20 that after your previous emails we had just looked at with
21 Ms. Andree, Mr. Cook sent you this email at 6:34 PM on
22 January 26th. Correct?

23 A. That's correct.

24 22. Q. He stated, "Upon further review, your offer of
25 employment has been updated. Please see attached".

1 Correct?

2 A. Yes.

3 23. Q. We didn't print off the attachment but he in
4 fact attached to his email a further updated employment
5 offer; correct?

6 A. Yes.

7 24. Q. In that updated offer the position and salary
8 grade had been increased to be Level LL6; correct?

9 A. No. The salary grade was not adjusted.

10 25. Q. The position was increased to be Level LL6 as
11 opposed to the initial level you had been offered?

12 A. Yes.

13 26. Q. There was also some revision to the signing
14 bonus compared to your initial offer; correct?

15 A. Yes. That was due to an error on their part.
16 They had to correct it because it had shown two separate
17 values within the agreement they sent me. I questioned
18 them on that and they said that it was an error.

19 27. Q. After this January 26th email exchange you then
20 accepted the updated offer you had been sent and signed
21 it; correct?

22 A. Yes.

23 MR. STERNBERG: Let's mark this January 26th email
24 exchange as the next exhibit, Exhibit 2.

25 **EXHIBIT NO. 2:** January 26, 2017 email exchange

1 between John Veniot and Ron Cook.

2 MR. STERNBERG:

3 28. Q. In deciding to accept the Ford offer you took
4 into account the terms of the offer that had been made to
5 you; correct?

6 A. Yes.

7 29. Q. Including the compensation terms that had been
8 offered?

9 A. Yes.

10 30. Q. And the role that you'd be performing at Ford?

11 A. Yes.

12 31. Q. And the various other terms of the employment
13 offer you had received from them; correct?

14 A. Yes.

15 32. Q. After you had decided to accept the Ford offer
16 you let some family members know about your decision at
17 that point; correct?

18 A. Yes.

19 33. Q. You told them how you felt about the Ford
20 opportunity and the job offer that you had received and
21 accepted?

22 A. Yes. I would have spoken to family members or
23 friends, anybody that - once I had agreed, yes.

24 34. Q. Just to assist, I am showing you another email
25 exchange on the evening of January 26th and carrying on

1 into January 27th. At the bottom of page 2 there is an
2 email from you to Ann, David Veniot, Clare Veniot,
3 Mark Veniot and Eric Veniot at 8:56 PM on January 26th;
4 correct?

5 A. Yes.

6 35. Q. Who are each of them?

7 A. Those are my brothers and sisters and Ann is
8 my mother.

9 36. Q. That evening you had just accepted and signed
10 the Ford offer; correct?

11 A. Yes.

12 37. Q. You told them in this email that it was
13 official, you had accepted the offer from Ford that day;
14 correct?

15 A. Yes. We were allowed to - once we had made a
16 decision we were allowed to discuss it more openly with
17 friends and family so I sent them an email.

18 38. Q. In the rest of this email you told them some
19 things about the Ford job; correct?

20 A. Yes. At that point I could elaborate on any
21 of the offer that was made so I told them about it.

22 39. Q. In the second line of this email you state,
23 "We will be the beginning of Ford's increased
24 development on vehicle software delivering
25 their first fully networked car".

1 That was your understanding at the time; correct?

2 A. Sorry, where are you referring?

3 40. Q. In the January 26th email, 8:56, the one at the
4 bottom of page 2. In the second line of that email,
5 second sentence.

6 A. Oh, right. Yeah.

7 41. Q. You say, "We will be the beginning of Ford's
8 increased development on vehicle software delivering their
9 first fully networked car" and that was your understanding
10 at the time?

11 A. That was my understanding, yes.

12 42. Q. You understood that Ford was devoting
13 resources to the development of a fully networked car, a
14 connected car. Correct?

15 A. I understood that they were planning to move
16 in that direction. The details at that time because we
17 had only been very early in the project were not 100
18 percent clear.

19 43. Q. That's the area of their business, that type
20 of development that you would be working on at Ford?

21 A. It turns out what we are working on is not on
22 the network vehicle but we're working on pieces that will
23 eventually lead to working with the network vehicle.

24 44. Q. At the start of the next paragraph in this
25 email you state that your role "is at the leadership level

1 as Manager Power Management Software". That was true;
2 correct?

3 A. Yes, even though at Ford they called it a
4 supervisor which I had clarified with their HR.

5 45. Q. In the last two sentences of this email you
6 state, "In this work we are designing and building from
7 the ground up. Should be fun!" Correct?

8 A. Yes.

9 46. Q. That was what you felt at the time about the
10 opportunity?

11 A. Yes.

12 47. Q. As we see in the email immediately above, your
13 brother David responded saying, "Good news!
14 Congratulations!" Do you see that?

15 A. Yes.

16 48. Q. Carrying on in the chain if you go back to the
17 first page of the printout, about a third of the way down
18 this page Eric Veniot is another one of your brothers;
19 correct?

20 A. Yes.

21 49. Q. He also congratulates you saying, "Good news
22 for you...congrats". Do you see that?

23 A. Yes.

24 50. Q. Then at the top of the page you respond to
25 Eric on the morning of January 27th and you provide some

1 further information about the Ford job offer; correct?

2 A. Yes.

3 51. Q. In this email you state,

4 "They were very generous. Got a nice raise. A
5 signing bonus. They gave me 4 weeks' vacation
6 plus an extra 6 days we get called Ford days.
7 Gives you 3 4-day weekends during the year plus
8 a full week off over Christmas and New Year's
9 and a great annual bonus being in the
10 management level. Plus we all become immediate
11 employees. No 6-month evaluation period. All
12 good".

13 That's what you stated to your brother Eric in
14 this email?

15 A. Yes.

16 52. Q. Those were truthful statements about the Ford
17 offer from your perspective?

18 A. Yes. I had been in communication with my
19 family prior to accepting this offer because we were not
20 sure what the offers would entail and I had been
21 struggling with the decision, what my decision would be
22 and once I had the offer then I was open to discuss what
23 there was because we were not hearing too much information
24 as other people were signing off.

25 53. Q. In this email to him you were telling him some

1 features of the offer from Ford and your reaction to them;
2 correct?

3 A. Yes. There was the four weeks' vacation. At
4 BlackBerry I had five weeks. So areas that I was
5 concerned of, as soon as I had agreed to accept the offer
6 I was highlighting spots that - areas that I had been
7 concerned. So highlighting the weeks and highlighting the
8 salary.

9 54. Q. You were obviously satisfied with those
10 aspects of the offer in choosing to accept it. Fair?

11 A. Yes, I accepted the offer.

12 MR. STERNBERG: Let's mark that January 26th/27th
13 email chain as the next exhibit.

14 **EXHIBIT NO. 3:** January 26 and 27, 2017 email chain
15 between John Veniot and family members.

16 MR. STERNBERG:

17 55. Q. You mentioned struggling with the decision. I
18 take it when you say that it was a difficult decision to
19 make; correct?

20 A. Yes. I was looking at trying to decide on
21 options. I had been employed at BlackBerry for
22 12-and-a-half years. I waited fairly long to come up with
23 that decision so from your earlier exhibit, the
24 communication to HR to understand those positions and
25 discussions I had with BlackBerry on options and

1 availability so it was a difficult decision.

2 56. Q. You took all of the information you had and
3 the discussions you'd had into account in weighing the
4 pros and cons and ultimately making a decision; correct?

5 A. I weighed the pros and cons, correct. I
6 didn't have a clear view of the work that I would continue
7 doing at BlackBerry which made the decision stretch out
8 longer for me. I didn't see what options I could have
9 until I basically made the decision of taking that offer.
10 So leaving BlackBerry with 12-and-a-half years, there were
11 parts of the BlackBerry employment that were better than
12 Ford. We had matching investments, we had a good package
13 for health and benefits. So it was a decision I had to
14 weigh on all sides.

15 57. Q. I take it there were some features of the Ford
16 offer that were advantageous such as somewhat increased
17 salary, a signing bonus, those kinds of things?

18 A. The signing bonus was advantageous but in my
19 situation I had to - I had to share it with an ex-wife so
20 it didn't come as a major piece for me. The point of
21 accepting the offer came down to not being able to
22 continue my current role that I had at BlackBerry and not
23 having a clear direction as to what my role as a manager
24 would continue to be within BlackBerry.

25 So while the Ford offer had - as you can see from

1 this email to my family I was happy with at least not
2 losing some things that I had had at BlackBerry which was
3 my main concern, vacation and salary adjustments, but when
4 it came to making the decision I didn't really have any
5 other direction on the BlackBerry side as to what - the
6 role I would be doing because my role as power management
7 was being terminated and transferred off to the Chinese
8 company.

9 58. Q. You didn't know the specifics as you've just
10 said of the particular role or team that you might have
11 been staffed on had you stayed at BlackBerry?

12 A. Yes, that's correct. I was - the role I had
13 at BlackBerry prior to accepting the Ford offer which you
14 questioned me about was in transition and ending because
15 we were moving the work that my team did to the Chinese
16 company. The testing that my team did I was involved in
17 training members of that Chinese company to take over the
18 testing roles. So my - it was clear to me and my team in
19 the fall of 2016 that the work we were doing was going to
20 be fully transitioned by the beginning of 2017.

21 59. Q. You took that into account obviously in making
22 your decision?

23 A. Yes, because there was no option provided to
24 say that if I didn't continue with Ford that I could
25 continue in the role that I had or that I could continue

1 managing in another role.

2 60. Q. You mentioned a Chinese company. That was
3 TCL?

4 A. TCL, yes.

5 61. Q. In respect of other options or roles within
6 BlackBerry you have indicated that you were never
7 personally told you should reference BlackBerry's internal
8 job site for employment opportunities or roles; correct?

9 A. That's correct.

10 62. Q. Did you consider on your own whether you
11 should reference the internal job site at any point?

12 A. No.

13 63. Q. Did you ask anyone at BlackBerry whether you
14 should check the internal site if you were interested in
15 knowing other options that might have been available?

16 A. I had a meeting with Amber Jessup when she was
17 in Ottawa, this was again during the waiting period
18 between when we received our offer to when we had to sign
19 the offer, to get some clarification on the - the purpose
20 of that meeting was to get some clarification on what
21 available options were there for me as a manager.

22 I was instructed that if I declined the offer that
23 they could look and see what roles would be available.
24 But there were no particular roles provided. I was told
25 that I could speak to the various managers that were

1 remaining behind to see what their plans were as "recs" as
2 we call them, which were job postings, were still not
3 fully available or official I should say.

4 64. Q. After you had that discussion with Ms. Jessup
5 did you then have discussions with BlackBerry managers to
6 inquire about continuing roles that may have been
7 available on their team?

8 A. Yes. I spoke to a few of the managers to see
9 what their plans were. The overall feeling and response
10 was that once all of the employees had made their
11 decisions, then there would be some decisions made on the
12 BlackBerry side as to where staffing would have to take
13 place if they had it. At that point there were no clear
14 roles available for me.

15 65. Q. Who are the managers that you said you spoke
16 to?

17 A. I spoke to Anish. I can't remember his last...

18 66. Q. Agrawal?

19 A. Yes, and I spoke to the two key areas. So
20 Anish was taking over some of the roles that I had dealing
21 with the device side so I spoke to him and I also spoke to
22 Don Spry who is on the I guess security side. So the two
23 key areas were the two managers that I knew that had areas
24 that I thought would be hiring people.

25 67. Q. Those discussions you had with Anish Agrawal

1 and Don Spray, those were individual discussions that just
2 you had with them?

3 A. That's correct, yes.

4 68. Q. The discussion you mentioned before with
5 Amber Jessup, that was a discussion just between you and
6 Ms. Jessup?

7 A. Yes.

8 69. Q. You have also indicated in your material you
9 had some individual discussion with Ms. Graham,
10 Rebecca Graham through the process?

11 A. Yes.

12 70. Q. I take it when you were having these
13 discussions with Ms. Jessup, Anish Agrawal and Don Spray
14 and Rebecca Graham relating to the situation and potential
15 options at BlackBerry, I take it you were asking about and
16 discussing other options at BlackBerry so that you could
17 take that information into account in making your decision
18 about whether to accept the Ford offer; correct?

19 A. Yes. My main goal was to remain at
20 BlackBerry. Like I said I had been there 12-and-a-half
21 years. I was open to look at any positions that were
22 available that I could feel I could transition into
23 without having to be forced to reject the offer. But
24 there were no positions or any clear direction unless I
25 verbally rejected that offer.

1 71. Q. The understanding you got from those
2 individual discussions you had was a factor that you took
3 into account in making your decision ultimately?

4 A. Yes. I had no job prospects that I could see
5 at BlackBerry so rejecting the Ford offer would then be a
6 potential layoff.

7 72. Q. You understood that if you turned down the
8 Ford offer, first of all that BlackBerry would take steps
9 to try to place you on another team or project; correct?

10 A. That's - yes, that's what Amber said, that
11 they would take whatever steps they could and that if
12 there was nothing that I would be facing my signed
13 severance package.

14 73. Q. So what I assume you mean from that is you
15 understood that ultimately if BlackBerry was not able to
16 place you on another team or project going forward and you
17 were laid off then in that scenario you would receive your
18 employment termination/severance package from BlackBerry;
19 correct?

20 A. Yes, the package that I had signed originally
21 with them.

22 74. Q. You are one of the four employees along with
23 Mr. Parker and two others who have agreed to share in any
24 costs awarded in favour of BlackBerry if the action is not
25 successful; correct?

1 A. Yes.

2 75. Q. Mr. Dawson is one of the other employees?

3 A. Yes.

4 76. Q. Who is the fourth?

5 MR. REINHOLDT: I am going to object to that
6 question. We don't have to provide the name of our other
7 instructing client.

O

8 MR. STERNBERG: We can move on.

9 77. Q. Along with Mr. Parker, you were one of the
10 employees who sought legal advice from plaintiff's counsel
11 before this action was commenced; correct?

12 A. I didn't seek personal counsel.

13 78. Q. Let me put it this way, you along with
14 Mr. Parker and two others agreed to join in participating
15 in this action with Mr. Parker; correct?

16 A. Yes.

17 79. Q. I'm showing you --

18 MR. REINHOLDT: Can I see it before you show the
19 witness? Can we go off the record for a second?

20 MR. STERNBERG: Sure.

21 MR. REINHOLDT: Okay, just step out for one
22 second.

23 (OFF RECORD DISCUSSION)

24 MR. STERNBERG:

25 80. Q. I am just showing you an email that you sent

1 on February 17th to various other employee colleagues of
2 yours, subject line "Class Action". Correct?

3 A. Yes.

4 81. Q. In that email that you sent you informed the
5 people you sent it to that there had been a class action
6 filed; correct?

7 A. Yes.

8 82. Q. You were certainly aware obviously at that
9 point that the action had been filed?

10 A. Yes. I believe - we'd have to look at the
11 dates but this could be around the time there was a media
12 release. I'd have to check that.

13 83. Q. You were recommending to the employees you
14 sent this to that they check out the law office's web site
15 where there was additional information; correct?

16 A. Yes. These employees were - yeah.

17 84. Q. We have agreed off the record we don't need to
18 get into names, their particular names.

19 A. You don't need to talk about them? Okay.

20 MR. REINHOLDT: Not about who they are.

21 THE WITNESS: That's fine.

22 MR. STERNBERG:

23 85. Q. Your counsel has a concern about that so I'm
24 fine with that.

25 A. Yes, there was a lot of discussion and

1 questions in the office after the CBC news report that was
2 on I believe that morning. I didn't want to discuss with
3 anybody particularly so people were asking me questions,
4 if I knew anything, and I decided to send an email to say
5 if you are interested in information please contact this...

6 86. Q. You attached a link to Nelligans' web site;
7 correct?

8 A. Yes, which I think was the same thing that was
9 in the CBC report. I think they ended with saying if
10 anybody wants information to contact them.

11 87. Q. Just to assist, I am showing you a printout
12 from the Nelligan O'Brien Payne web site. My question is
13 as far as you are aware is this the web site you were
14 referring them to and was this what was posted on it as
15 far as you recall?

16 A. Yes. If I recall when you went to the
17 Nelligan web site there was a link for BlackBerry
18 employees which would have led to this link, this page.
19 Yes.

20 MR. STERNBERG: Thank you. Let's mark this as the
21 next exhibit, the printout of the Nelligan O'Brien Payne
22 web site page, Exhibit 4.

23 **EXHIBIT NO. 4:** Nelligan O'Brien Payne web site
24 page.

25 MR. STERNBERG: Thank you, Mr. Veniot. Those are

1 all the questions I have for you.

2 MR. REINHOLDT: Just hold on for one second. I
3 think you have covered off the one reply question I had
4 so, yes, I don't have any follow-up questions. That's it.

5 MR. STERNBERG: Okay.

6
7 --THE CROSS-EXAMINATION ADJOURNED AT THE HOUR OF
8 11:22 IN THE FORENOON.

9
10 WE HEREBY CERTIFY THAT the foregoing was
11 transcribed to the best of our skill and ability.
12

13 G R S / B L

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25

Tab A

From: John Veniot [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=JVENIOT]
 Sent: 1/23/2017 3:16:19 PM
 To: aandree@ford.com
 Subject: RE: Ford Offer - John Veniot

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 1EXAM NO. 18-0033 DATE: 17/01/18WITNESS: John Veniot

Alyssa.. I think I have most of my answers as I now understand better the Ford Leadership structure and how it compares to BlackBerry so I don't want to waste anyone's time

Ford: Supervisor
 BlackBerry: Manager

Ford: Manager
 BlackBerry: Director

The title of Supervisor was misleading as compared to other SW organizations

Thanks Again

John Veniot
 Manager Power Optimization
 Office: +1 (613) 595-4282
 BlackBerry: +1 (613) 868-4543
jveniot@blackberry.com

BlackBerry. Secured. Protected. Connected.

From: John Veniot
Sent: Monday, January 23, 2017 9:03 AM
To: 'aandree@ford.com' <aandree@ford.com>
Subject: Ford Offer - John Veniot

Good Morning Alyssa

I had a few questions regarding the offer I received from Ford last week and hope someone can take a look and provide some information.

First off I want to thank Ford for the offer and all the work you did here last week. Both the offer meeting and the benefits information sessions were very well done and informative.

The position I have been offered at Ford is Supervisor, Power Management SW Salary Grade 69 (SG69)

I am interested mainly to understand the role of Supervisor at Ford compared to Manager.

- What are the responsibilities of a Supervisor
- What are the responsibilities of a Manager
- In the Leadership/Management path at Ford is Supervisor the first position offered or are the Leads that report to Supervisors
- What is the pay range of the SG69 grade? And when you reach the top of that range is it an automatic move to LL6 or is there another level above SG69 or does it require peak pay range and a promotion.
- Do Supervisors have LL level employees reporting to them?

- Do Supervisors control salary increases and bonuses plus performance reviews for people reporting to them
- Do Supervisors have offices at Ford or Managers only and Supervisors work in cubicles.
- Are Supervisors expected to also contribute with technical work as do the folks that report to them or is it a pure Leadership/Managerial role
- Is a Supervisor at Ford equivalent to a Team Lead at BlackBerry?

Sorry for the list ☺ I had a lot of questions during my offer meeting and from those these came up.

Thank you very much for your time


John Veniot

Manager Power Optimization

Office: +1 (613) 595-4282

BlackBerry: +1 (613) 868-4543

jveniot@blackberry.com

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

Tab B

From: Cook, Ron (R.A.) [rcook4@ford.com]
Sent: 1/26/2017 7:09:41 PM
To: John Veniot [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=jveniot]
CC: Andree, Alyssa (A.) [aandree@ford.com]
Subject: RE: Confidential - Ford Offer Letter

John, as discussed the "Signing bonus" title should have indicated \$13,000.00 to match the corresponding paragraph as discussed. Sorry for the confusion.

Best Regards
 Ron Cook
 Ford of Canada
 Human Resources Manager
 Office 905 845 2511 Ext 1126
 Cell 905 979 4760

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 2
 EXAM NO. 18-0033 DATE: 17/01/18
 WITNESS: John Veniot

From: John Veniot [mailto:jveniot@blackberry.com]
Sent: Thursday, January 26, 2017 6:59 PM
To: Cook, Ron (R.A.)
Cc: Andree, Alyssa (A.)
Subject: RE: Confidential - Ford Offer Letter

Looks like the Signing Bonus Agreement Form is also not updated as it still shows the original that was included in my first offer.

I will make arrangements to be in office Friday if all of the updated paperwork can be available

Thank you

From: John Veniot
Sent: Thursday, January 26, 2017 6:56 PM
To: 'Cook, Ron (R.A.)' <rcook4@ford.com>
Cc: Andree, Alyssa (A.) <aandree@ford.com>
Subject: RE: Confidential - Ford Offer Letter

The signing bonus section has conflicting values unless its supposed to read like that ☺

Signing Bonus1: [REDACTED] 1 This amount will be paid within three weeks after your effective date of hire. The amount of [REDACTED] is a hiring bonus. Please review and sign the attached Signing Bonus Agreement as part of your offer acceptance.

I have signed what was sent and included all other signed paper work in the envelope and left it with Zoltan. I am OoO on the 27th.

The only missing piece is a copy of my SIN Card. I have yet to find it but did provide the full number.

If changes need to be made to the copy sent due to the conflicting language please let me know and I will make arrangements to stop into the office on Friday.

John Veniot
 Manager Power Optimization

Office: +1 (613) 595-4282
BlackBerry: +1 (613) 868-4543
jveniot@blackberry.com

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From: Cook, Ron (R.A.) [<mailto:rcook4@ford.com>]
Sent: Thursday, January 26, 2017 6:34 PM
To: John Veniot <jveniot@blackberry.com>
Cc: Andree, Alyssa (A.) <aandree@ford.com>
Subject: Confidential - Ford Offer Letter

John
Upon further review, your offer of employment has been updated. Please see attached.

Best Regards
Ron Cook
Ford of Canada
Human Resources Manager
Office 905 845 2511 Ext 1126
Cell 905 979 4760

CONFIDENTIALITY

This communication including any information transmitted with it is intended only for the use of the addressees and is confidential. If you are not an intended recipient or responsible for delivering the message to an intended recipient, any review, disclosure, copying in any form, dissemination, reproduction or other use of any part of this communication is strictly prohibited, as is the reliance upon this communication. If you receive this communication in error or without authorization, please notify us immediately by return e-mail or otherwise and permanently delete the entire communication from any computer, device, or other storage medium.

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Tab C

From: John Veniot [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=JVENIOT]
Sent: 1/27/2017 8:59:53 AM
To: Eric Veniot [Eric.Veniot@flynncompanies.com]
Subject: Re: Ford

GILLESPIE REPORTING SERVICES
 EXHIBIT NO. 3
 EXAM NO. 18-0033 DATE: 01/17/18
 WITNESS: John Veniot

They were very generous. Got a nice raise. A signing bonus. They gave me 4 weeks vacation plus an extra 6 days we get called Ford days. Gives you 3 4 day weekends during the year plus a full week off over christmas and new years and a great annual bonus being in the management level .
 Plus we all become e mediate employees. No 6 month evaluation period. All good.

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

From: Eric.Veniot@flynncompanies.com
Sent: January 27, 2017 8:54 AM
To: jveniot@blackberry.com
Subject: RE: Ford

It's been replaced and still closing on its own without pressing function button on Faub
 Good news for you...congrats

From: John Veniot [mailto:jveniot@blackberry.com]
Sent: Friday, January 27, 2017 9:48 AM
To: Eric Veniot <Eric.Veniot@flynncompanies.com>; David Veniot <davidveniot@rogers.com>; Ann <annaway2008@yahoo.ca>; 'clare veniot' <cveniot@fastmail.com>; 'Mark Veniot' <veniot@shaw.ca>
Subject: Re: Ford

I'm guessing there's a short in the CAN or the ECU itself needs to be replaced. Not cheap ;)

As an employee I get Ford Employee Pricing for myself and family. So on the sticker look for the A price. That's what you would pay for a new car

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

From: Eric.Veniot@flynncompanies.com
Sent: January 27, 2017 8:44 AM
To: jveniot@blackberry.com; davidveniot@rogers.com; annaway2008@yahoo.ca; cveniot@fastmail.com; veniot@shaw.ca
Subject: RE: Ford

Good stuff.

Can you figure out why my power rear hatch on my Ford Exploder keeps closing and opening on it own!!

Eric Veniot
 Manager Atlantic Region
 Flynn Canada Ltd.
 A member of the Flynn Group of Companies



Total Building Envelope

T. 1.902.468.8313

C. +1.902.880.1531

Eric.Veniot@flynncompanies.com

www.flynncompanies.com

25 Neptune Cr.

Dartmouth, Nova Scotia, B2Y 4P9

From: John Veniot [<mailto:jveniot@blackberry.com>]

Sent: Friday, January 27, 2017 9:22 AM

To: David Veniot <davidveniot@rogers.com>; Ann <annaway2008@yahoo.ca>; 'clare veniot' <cveniot@fastmail.com>; 'Mark Veniot' <veniot@shaw.ca>; Eric Veniot <Eric.Veniot@flynncompanies.com>

Subject: Re: Ford

Yeah luckily we are not part of manufacturing :)

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

From: davidveniot@rogers.com

Sent: January 27, 2017 7:02 AM

To: jveniot@blackberry.com; annaway2008@yahoo.ca; cveniot@fastmail.com; veniot@shaw.ca; eveniot@flynn.ca

Subject: RE: Ford

Good news! Congratulations! Hopefully Trump doesn't force this work to be done in the States so that you have to move to Detroit! ;)

From: John Veniot [<mailto:jveniot@blackberry.com>]

Sent: January-26-17 8:56 PM

To: Ann; David Veniot; clare veniot; Mark Veniot; Eric Veniot, (Work)

Subject: Ford

Well it's official. I accepted the offer from Ford today along with 400 of my fellow BlackBerry employees from the devices software division. We will be the beginning of Fords increased development on vehicle software delivering their first fully networked car.

My role is at the leadership level as Manager Power Management Software. Our offices remain in the same location as Ford will take over the building. We officially become Ford employees March 1st. The work we have started in December will be available across all Ford car and truck lines in 2021 :). A little bit different development cycle I'm used to with smart phones. In this work we are designing and building from the ground up. Should be fun!

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

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Tab D

Tab E

581



613-238-8080

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 4

EXAM NO. 18-0033 DATE: 01/17/18

WITNESS: John Veniot

Class Action Against BlackBerry

Nelligan O'Brien Payne LLP has commenced a class action against BlackBerry Limited ("BlackBerry") on behalf of a group of BlackBerry's employees working in Ontario and across Canada.

BlackBerry arranged to transfer over 300 employees across Canada to a business partner. Only after employees accepted employment with the business partner, BlackBerry informed the employees that they had resigned their employment. BlackBerry provided resignation letters for the employees to sign and dictated their last date of employment. BlackBerry stated that the transfer is not a sale of business, meaning the employees will lose all of their years of service.

Join Our Mailing List

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Sign up for updates on other class action suits and newsworthy cases we are working on.

Follow BlackBerry Class Action Developments via **RSS feed**

BlackBerry's actions amount to a termination of the employees' employment. This entitles these employees to statutory, common law, and/or contractual entitlements on termination. BlackBerry has stated that it will not pay BlackBerry employees any of these entitlements, despite the fact that employees lose all of their years of service.

BlackBerry has breached its duties of good faith and honesty, and has knowingly misled the employees. BlackBerry structured this transaction in such a way as to avoid paying these employees their statutory entitlements.

We seek damages for the plaintiffs for minimum provincial statutory entitlements on termination, contractual entitlements on termination, and/or common law entitlements on termination. We are also asking for bad faith and punitive damages, as well as costs.

Plaintiffs in the class action include individuals who were employees and/or dependent contractors of BlackBerry Limited in Canada, and who were offered and accepted employment with the business partner.



BlackBerry has given letters of resignation to employees to sign. We strongly discourage employees from signing such letters. Employees can contact our office if they have any questions.

– Contact information

Contact Information/Employee Enquiries:

Other class actions



Class action against Dr. Norman Barwin active

Group Representation – Nortel Claims Representation active

Class Action – Residential Schools Settlement


Class Action – Air Canada Pilots – Defence Information Page

Plasco Energy Group Inc. Representation

CANWEST Newspaper Former Employee

Leigh Norton
Nelligan O'Brien Payne
blackberryclass@nelligan.ca

Media Enquiries:

Alex Barankevych
Nelligan O'Brien Payne
613-231-8271 
alex.barankevych@nelligan.ca

BlackBerry class member contact form

Call us toll-free: 1-888-565-
9912

email at:

blackberryclass@nelligan.ca

or fill in the form below:

Name *

Location (City, Province)

Phone Number *

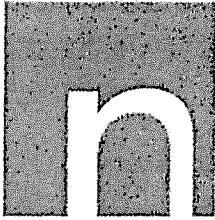
Email *

Message/Comments

submit

- + Latest Developments
- + Documents
- + News Releases and Reports
- + FAQs
- + Media Coverage





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Fax: 613-238-2098

General Inquiries: info@nelligan.ca

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Tab 27

Examination No. 18-0033.4

Court File No. 17-71659

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

PLAINTIFF

- and -

BLACKBERRY LIMITED

DEFENDANT

CROSS-EXAMINATION OF MATTHEW STEPHENSON ON HIS AFFIDAVIT
SWORN NOVEMBER 17, 2017, pursuant to an appointment made on
consent of the parties, to be reported by Gillespie
Reporting Services, on Wednesday, January 17, 2018,
commencing at the hour of 12:20 in the afternoon.

APPEARANCES:

Mr. Andrew Reinholdt

for the Plaintiff

Mr. Arlen Sternberg

for the Defendant

The Examination was reported by Gillespie Reporting Services at
Ottawa, Ontario, having been duly appointed for the purpose.

(i)

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NUMBER OF PAGES: 21 THROUGH 24

ADVISEMENTS, OBJECTIONS & UNDERTAKINGS

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EXHIBIT NO. 6: Email exchange dated February 16 and 17, 2017. . 19

DATE TRANSCRIPT ORDERED: JANUARY 18, 2018

DATE TRANSCRIPT COMPLETED: JANUARY 30, 2018

1 **MATTHEW STEPHENSON, SWORN:**

2 **CROSS-EXAMINATION BY MR. STERNBERG:**

3 1. Q. Mr. Stephenson, I am showing you a printout of
4 an email exchange dated December 21st between yourself and
5 Amber Jessup.

6 A. Okay.

7 2. Q. On this page we see you sent an email to
8 Ms. Jessup on December 21, 2016 at 1:50 PM and she sent
9 you a short response to your email; correct?

10 A. Correct.

11 3. Q. Amber Jessup was a human resources
12 representative at BlackBerry?

13 A. Yes, I knew Amber.

14 4. Q. You knew her in that capacity as an HR person
15 at BlackBerry?

16 A. Correct.

17 5. Q. In this email you sent her we see you set out
18 a few specific questions for her at that point; correct?

19 A. Correct.

20 6. Q. Her response was to ask you to stop by to see
21 her so that you could discuss them; correct?

22 A. Correct.

23 7. Q. I assume that you then did have a chat with
24 her about the specific questions that you had asked at
25 that point; correct?

1 A. I believe so, yes.

2 MR. STERNBERG: Let's mark this December 21st email
3 exchange as the first exhibit, Exhibit 1.

4 **EXHIBIT NO. 1:** Email exchange between
5 Matthew Stephenson and Amber Jessup dated
6 December 21, 2016.

7 MR. STERNBERG:

8 8. Q. Next I am showing you a printout of a
9 January 6, 2017 email. The top email I see is from
10 Danny Yang to a number of people. To help you find your
11 name if you are looking for it, it appears you were one of
12 the recipients of this email. I see your name in the list
13 of employees, the people it went to. You are five lines
14 down.

15 A. Yes. Danny Yang was my direct supervisor at
16 BlackBerry.

17 9. Q. As we see here you along with various other
18 people at BlackBerry received this email from Mr. Yang on
19 January 6th at 9:22 AM. Correct?

20 A. Correct.

21 10. Q. We see that this email from Mr. Yang followed
22 up on an email from Mr. Chen below that and in Mr. Chen's
23 email he says, "Hi team, If anyone is unclear about the
24 message below, please reach out to me offline to discuss".
25 Do you see that?

1 A. I do.

2 11. Q. After receiving this email did you reach out
3 yourself to Mr. Yang to have a discussion with him about
4 this as far as you recall?

5 A. As far as I - to be blunt there were many
6 discussions between employees, all of which were fairly
7 informal. As it relates to this specific email I don't
8 remember if we did or not, if I did or not.

9 12. Q. It sounds like throughout the process you had
10 different discussions yourself with people at BlackBerry
11 about the employment situation and what was occurring;
12 correct?

13 A. Oh, I did.

14 13. Q. It sounds like you're saying you don't recall
15 one way or another whether you had an individual
16 discussion with Mr. Yang after this particular email or
17 not.

18 A. I don't recall one way or the other.

19 14. Q. I take it you don't know how many other
20 employees on the team who received this email may have
21 reached out to Mr. Yang to have a discussion with him
22 about this email from him?

23 A. I cannot say for certain.

24 15. Q. You weren't personally involved in any such
25 discussions that other employees may have been having with

1 Mr. Yang following up on his email?

2 A. No, I was not.

3 16. Q. You obviously don't know what any other
4 individual employees may have asked Mr. Yang or were told
5 by him about their employment situation at the time after
6 receiving this email?

7 A. Correct. One person on the list did stay at
8 BlackBerry.

9 17. Q. Who is that?

10 A. Trevor Joseph.

11 MR. STERNBERG: Let's mark this January 6th email
12 as the next exhibit, Exhibit 2.

13 **EXHIBIT NO. 2:** January 6, 2017 email from
14 Danny Yang.

15 MR. STERNBERG: I think I have misplaced my
16 additional copy of it. Can I take the copy we just gave
17 the witness to mark it?

18 MR. REINHOLDT: Sure. I have it actually. I just
19 marked that.

20 THE WITNESS: Do you want me to just keep these
21 here?

22 MR. REINHOLDT: You can just keep them in front of
23 you for now.

24 THE WITNESS: Okay.

25 MR. STERNBERG:

1 18. Q. Mr. Stephenson, I understand you received your
2 Ford job offer about January 20, 2017?

3 A. Correct.

4 19. Q. You met with a representative of Ford and they
5 presented you with your offer?

6 A. Correct.

7 20. Q. You were given about a week to decide whether
8 to accept the offer?

9 A. Yes.

10 21. Q. After you received the offer you reviewed it
11 and considered its terms; correct?

12 A. Yes.

13 22. Q. In deciding whether to accept it you took into
14 account the position that you were being offered by Ford
15 and the various compensation and other employment terms
16 they were offering?

17 A. Yes.

18 23. Q. If we turn for a moment to the Responding
19 Record, tab "M" of Rebecca Graham's affidavit...

20 A. Okay.

21 24. Q. The numbers are at the top. It's page 80 of
22 the record.

23 A. Yes.

24 25. Q. Do you have that in front of you?

25 A. I do.

1 26. Q. This is an email you had sent on January 6,
2 2017 to five of your colleagues at BlackBerry; correct?

3 A. Yes.

4 27. Q. They were colleagues who were also expecting
5 to receive job offers from Ford as far as you're aware?

6 A. Yes.

7 28. Q. As far as you know did they all in fact
8 subsequently receive job offers and accept them, those
9 five employees?

10 A. Yes.

11 29. Q. When you sent this email you were expecting
12 yourself to receive a Ford job offer; correct?

13 A. This would - oh, yes, I was expecting to.

14 30. Q. As you say in this email,
15 "I have attached a little spreadsheet I am
16 using to help me figure out what is good and
17 bad about the pending offer from Ford".

18 That's why you created the spreadsheet; correct?

19 A. Yes, as well as - as it related to other
20 discussions employees were having. I was trying to help
21 them sort of focus their thinking.

22 31. Q. In your email you then state, "Feel free to
23 use it if you wish and let me know if there is something I
24 have forgotten". Correct?

25 A. Correct.

1 32. Q. Do you know whether these other employees used
2 your spreadsheet to assist them in focusing their thinking
3 or their consideration of their Ford offer when they
4 received it?

5 A. I do not know.

6 33. Q. If we look at your attached spreadsheet which
7 is two pages later in the tab, we see it has a number of
8 rows relating to various types of employment terms. Base
9 salary, bonus percentage, et cetera; correct?

10 A. Correct.

11 34. Q. Then it has three columns, one for BlackBerry,
12 one for Ford and then a column called "Winner". Correct?

13 A. Correct.

14 35. Q. This is a spreadsheet template you had created
15 yourself?

16 A. I created myself.

17 36. Q. You had filled in certain items in the
18 BlackBerry column such as RRSP matching, vacation,
19 et cetera as you look down the chart?

20 A. Yes.

21 37. Q. For RRSP matching you had filled in five
22 percent because that's what you had at BlackBerry at the
23 time; correct?

24 A. Correct.

25 38. Q. For vacation you had put in 20 because you had

1 20 vacation days under the terms of your employment with
2 BlackBerry?

3 A. Correct.

4 39. Q. And you had filled in other items that applied
5 to the terms of your employment at BlackBerry at the time;
6 correct?

7 A. Correct.

8 40. Q. Now at the time you received your Ford offer
9 was your base salary at BlackBerry about \$74,000 annually?

10 A. No. It was \$84,000.

11 41. Q. Eight-four. My apologies. You were as I
12 understand it offered a higher base salary by Ford in its
13 job offer to you?

14 A. Correct.

15 42. Q. So compared to your then-current BlackBerry
16 salary, the Ford offer would have been a winner on that
17 point to use the terminology of your chart; correct?

18 A. In all likelihood, yes. Let me explain.
19 February 28th was the end of BlackBerry's fiscal year. As
20 I had taken on more responsibility it was likely that I
21 would have received a salary increase. So the offer that
22 I got from Ford was a raise of \$4,900 so between five and
23 six percent.

24 43. Q. I understand what you're saying.

25 A. So probably yes but I can't say for sure.

1 44. Q. It sounds like you're saying the Ford offer,
2 the salary offered to you by Ford was higher than what you
3 were --

4 A. Currently making.

5 45. Q. Currently making but had you continued on at
6 BlackBerry you might have gotten a salary raise. That's
7 what I understand you to be saying.

8 A. Yes.

9 46. Q. The Ford offer also included a signing bonus
10 on top of the base salary; correct?

11 A. Correct.

12 47. Q. Do you recall what the amount was of the
13 signing bonus?

14 A. \$13,000.

15 48. Q. In your chart for signing bonus under the
16 BlackBerry column you had zero because obviously there was
17 no signing bonus applicable at the time at BlackBerry for
18 you. Correct?

19 A. Correct. There had been speculation amongst
20 the employees, and I have no evidence one way or the
21 other, but that people who were remaining at BlackBerry -
22 and this may have been for people at a higher level than I
23 am at - there was some speculation that they were offered
24 a retention bonus. So now I did not indicate that here as
25 a retention bonus but that may be why it was put in in the

1 first place.

2 49. Q. When you filled out the chart, for signing
3 bonus you put a zero under the BlackBerry column.

4 A. Yes. Correct.

5 50. Q. In comparison to Ford you received the \$13,000
6 signing bonus from Ford?

7 A. Correct.

8 51. Q. The Ford offer included a comparable level of
9 RRSP matching to what you had at BlackBerry at the time;
10 correct?

11 A. Comparable. Four-point-five percent.

12 52. Q. I understand the Ford offer included a
13 benefits package that was again if I can use the term
14 comparable to your current BlackBerry benefits in various
15 respects; correct?

16 A. I would say that's accurate, yes.

17 53. Q. I understand some other employees have
18 indicated that they viewed Ford to be an established,
19 stable company. Did you view Ford that way?

20 A. Yes.

21 54. Q. You were aware that Ford had indicated it had
22 plans to invest in Connected Car, Autonomous Car
23 technology in general in the coming years; correct?

24 A. Yes.

25 55. Q. You knew that's the area of the business that

1 you were being hired to work in at Ford in general terms?

2 A. Yes.

3 56. Q. I take it you took those things into account,
4 your view about Ford and your understanding about its
5 plans in this technology space into account, along with
6 various other factors, when you considered your Ford
7 offer?

8 A. Yes.

9 57. Q. In terms of other potential options at
10 BlackBerry you indicated that you looked at BlackBerry's
11 internal job site more than once; correct?

12 A. Correct.

13 58. Q. When you looked at the site you were
14 considering whether there were posted positions at the
15 time that would match your particular skill set?

16 A. Correct.

17 59. Q. You also spoke to your manager Mr. Yang about
18 that topic and the possibility of remaining with
19 BlackBerry?

20 A. Correct.

21 60. Q. Those were individual discussions you had with
22 Mr. Yang. There weren't other people present when you
23 were talking to him about your own situation, were there?

24 A. I don't believe so.

25 61. Q. He told you about the team of people

1 Anish Agrawal would be needing at BlackBerry going
2 forward?

3 A. Yes.

4 62. Q. And again you were trying to assess whether
5 there were positions on Anish's team that would match your
6 particular skill set?

7 A. Correct.

8 63. Q. Your particular role at BlackBerry was an
9 Automation Test Developer. Correct?

10 A. Correct.

11 64. Q. I take it you weren't personally involved in
12 discussions that other employees may have been having
13 individually with their managers or team leaders or HR
14 reps about their own employment situation and their own
15 options and considerations?

16 A. I was not involved.

17 65. Q. You don't know the details obviously of those
18 discussions others were having at the time?

19 A. Nothing stands out. Only informal discussions
20 I would have had with my employees - or I shouldn't say my
21 employees, my co-workers.

22 66. Q. I'm showing you an email dated January 24,
23 2017 from you to A. Andree at Ford.

24 A. Okay.

25 67. Q. This is an email you sent on that date to

1 Alyssa Andree of Ford, subject line "Ford Offer"?

2 A. Correct.

3 68. Q. You understood that she was a human resources
4 representative at Ford?

5 A. Yes.

6 69. Q. After considering your Ford offer and your
7 situation you decided to accept the Ford offer and sign it
8 and you signed it; correct?

9 A. I did.

10 70. Q. As you indicated in the second paragraph of
11 this email you appreciated the Ford offer and were pleased
12 to inform Ms. Andree that you were accepting the offer;
13 correct?

14 A. Correct.

15 MR. STERNBERG: Let's mark this as the next
16 Exhibit, Exhibit 3, the January 24th email.

17 **EXHIBIT NO. 3:** January 24, 2017 email from
18 Matthew Stephenson to Alyssa Andree.

19 MR. STERNBERG:

20 71. Q. Next I am showing you an email exchange
21 between yourself and Ms. Jessup dated February 10, 2017.
22 The bottom email is an email you sent to her at 12:49 PM
23 on February 10th asking about the timing of handing in your
24 resignation letter. Correct?

25 A. Correct.

1 72. Q. You stated, "Since Ford is still running my
2 background check, when is the latest I can hand in my
3 resignation letter?" and then you say, "I would assume two
4 weeks = next Tuesday". Correct?

5 A. Correct.

6 73. Q. Your assumption when you sent the email was
7 that you would be expected to provide the resignation
8 letter two weeks prior to your leaving BlackBerry;
9 correct?

10 A. Correct.

11 74. Q. When you say "next Tuesday", two weeks prior
12 to your last day at BlackBerry would have been
13 February 14th, in other words two weeks before
14 February 28th; correct?

15 A. Essentially two weeks' notice, yes.

16 75. Q. February 14th would have been "next Tuesday"
17 after you sent this February 10th email?

18 A. Correct.

19 76. Q. In the top email in response to your question,
20 Ms. Jessup indicated that you could provide your
21 resignation letter, "Whenever you are comfortable doing
22 so". Correct?

23 A. Correct.

24 MR. STERNBERG: Let's mark this February 10th email
25 exchange as the next exhibit, Exhibit 4.

1 **EXHIBIT NO. 4:** February 10, 2017 email exchange
2 between Matthew Stephenson and Amber Jessup.

3 MR. STERNBERG:

4 77. Q. Do you recall, Mr. Stephenson, when Ford
5 ultimately completed its background check process or
6 confirm to you that it was waiving that requirement?

7 A. I do not remember the specific date. I
8 remember that the - I remember hearing and I forget if
9 this was in a meeting or an email that the background
10 check was waived. I believe this was in the second half
11 of February 2017.

12 78. Q. A copy of what appears to be a resignation
13 letter. Is this a copy of the resignation letter that you
14 subsequently handed in to BlackBerry?

15 A. It is.

16 79. Q. That's your handwriting and signature on it?

17 A. It is.

18 80. Q. There are two different dates on it. At the
19 top left the handwritten date is February 2nd. Do you see
20 that?

21 A. Yes, I do.

22 81. Q. I take it that you handed it in at some point
23 after your February 10th email exchange with Ms. Jessup;
24 correct?

25 A. Correct.

1 82. Q. There is a date received stamp on the
2 right-hand side of the page of February 27th. Do you see
3 that?

4 A. I do.

5 83. Q. As best you can recall did you hand in the
6 document around February 27th or shortly before then?

7 A. I am fairly certain that I handed it in well
8 before February 27th.

9 84. Q. Between February 10th and 27th what is your best
10 recollection of when in that time period you ultimately
11 handed it in? Let me ask this, would it have been after
12 you found out that Ford was waiving the background checks
13 given what you had said to Ms. Jessup in your email?

14 A. Good chance. I don't remember the specific
15 date but my feeling is closer to the middle of the month.

16 85. Q. Closer to the middle of the month than
17 February 27th?

18 A. Correct.

19 86. Q. You handed it in in person to Ms. Jessup or
20 did you provide it to someone else at BlackBerry?

21 A. It would have been to Ms. Jessup. I may have
22 placed it under her door. But it would have been to her
23 or her office.

24 87. Q. After you handed in your resignation letter
25 you didn't send any further communication to BlackBerry

1 about it; correct?

2 A. Not that I can recall.

3 MR. STERNBERG: Let's mark the resignation letter
4 as the next exhibit, Exhibit 5.

5 **EXHIBIT NO. 5:** Resignation letter of
6 Matthew Stephenson dated February 2, 2017.

7 MR. STERNBERG:

8 88. Q. I'm next showing you email exchanges which you
9 appear to have been involved in on February 16 and 17.
10 Feel free to take a look at it. I'm just going to be
11 asking you to confirm that you are one of the people on
12 those exchanges but I'll give you a moment. As we see,
13 you were one of the people involved in these various email
14 exchanges that we have?

15 MR. REINHOLDT: Can we just hang on one second
16 before we go on to questions on this one?

17 MR. STERNBERG: Sure.

18 MR. REINHOLDT: Do you have the links that are
19 attached to this, like did you print those out to come
20 with this email just to provide the context of what is
21 being spoken about here?

22 MR. STERNBERG: No, I didn't print them out here.
23 I mean just looking at them the first one, the Globe and
24 Mail report, that may be in the material already. I'm not
25 sure. Then the next one is the printout to your web site

1 which I think we marked as an exhibit earlier.

2 MR. REINHOLDT: Yes. It's the ones on the first
3 page.

4 MR. STERNBERG: The other articles, the other two
5 articles?

6 MR. REINHOLDT: Yes.

7 MR. STERNBERG: I didn't print off the other two
8 articles and I don't know offhand if they're in the
9 material or not. If you want we can go off the record for
10 a second.

11 MR. REINHOLDT: Yes, why don't we just do that.

12 (OFF RECORD DISCUSSION)

13 MR. STERNBERG:

14 89. Q. Mr. Stephenson, you can confirm that you were
15 one of the people at BlackBerry that was involved in these
16 email exchanges February 16th and 17th that you have in
17 front of you?

18 A. Correct.

19 90. Q. The other people that were involved in these
20 particular email exchanges were other employee colleagues
21 of yours at BlackBerry?

22 A. Correct.

23 MR. STERNBERG: Let's mark this email exchange
24 document as the next exhibit, Exhibit 6.

25 **EXHIBIT NO. 6:** Email exchange dated February 16

1 and 17, 2017.

2 MR. STERNBERG: Counsel, off the record you were
3 asking whether we had copies here. You were noting that
4 the email exchange has various links including to some
5 articles at the time that appear to be articles about this
6 lawsuit and you were asking if I had copies of those
7 articles that were linked to it here with me and I don't
8 and I understand you don't either. So you wanted to say
9 something on the record about those documents that are
10 linked.

11 MR. REINHOLDT: Yes, I'm letting this document in
12 but with the caveat that I'm going to review the links
13 that the employees were sending to each other. I may want
14 them added to the record and I am also reserving my
15 ability to ask re-direct questions to this witness based
16 on those links. I understand you objected to that and
17 we've said we will deal with it later if I decide I
18 actually want to put questions to him.

19 MR. STERNBERG: Yes, we'll take it in steps. If
20 you are seeking to put the documents in as part of the
21 record then let me know that and we can deal with that. I
22 doubt there will be a problem with that, the copies of the
23 articles or the other linked material. But let me know if
24 you want to and we can have a discussion. I will likely
25 take issue if you say you are seeking to then ask

1 questions of this witness about those documents given the
2 scope of the cross but we don't need to talk about that
3 further at this point.

4 Mr. Stephenson, I have no further questions for
5 you. Thank you for your time.

6 MR. REINHOLDT: Hold off for one second. Let me
7 just look through my notes. I just have one question in
8 re-direct.

9 **RE-EXAMINATION BY MR. REINHOLDT:**

10 91. Q. So I'm going to take you to Exhibit 6. So
11 that's the exhibit that was just brought to you, on the
12 second page, the first email. First of all, who is
13 Lan Long?

14 A. She is a co-worker of mine.

15 92. Q. Then the email above that, who is
16 Ranjit Vijayan, V-I-J-A-Y-A-N, for the record?

17 A. A co-worker.

18 93. Q. In that second email, the sentence that
19 says,

20 "Guess it was a matter of time before hallway
21 talks took it to the next (legal) stage...echoing
22 common sentiment from a lot of senior
23 employees".

24 What did you understand this statement to mean?

25 MR. STERNBERG: Counsel, I'm having the same

1 difficulty we did before which is partly the document is
2 being referred to you for the first time today which is
3 largely because we only got Mr. Stephenson's affidavit by
4 way of reply. So my position is I didn't ask him about
5 that. So your question you're asking now, while it
6 relates to this document it doesn't follow up on any
7 particular question I asked. It's not seeking to clarify
8 anything I asked him about or a question of that nature.
9 So I've got to object to it being proper re-exam. *O*

10 MR. REINHOLDT: My position is going to be the
11 same, that this is a new document we're seeing for the
12 first time and frankly I don't know what you're using this
13 document for. All you have had him do is identify it and
14 so to not allow me to have the witness explain aspects of
15 the document, not knowing what you're planning on using it
16 for, I think it's fair for me to have him comment on this
17 and then not allow you an argument to say, oh, he would
18 have understood this or he would have thought that.

19 This is the only witness I think in all of these
20 people here and you haven't asked him a single question
21 about the document. I'm allowed to ask him questions
22 about this.

23 MR. STERNBERG: You've got my position in any
24 event. There's no use in me debating it but you're asking
25 him now - let me clarify what you're asking him right now

1 - you're asking him about his understanding of something
2 that Vijayan said?

3 MR. REINHOLDT: What he understood that statement
4 to mean.

5 MR. STERNBERG: Anyway, you've got my position but
6 let's talk when we have more time.

7 MR. REINHOLDT: Yes, so we'll have him answer it
8 and then we can figure it out afterwards.

9 94. Q. So you read that statement. What did you
10 understand that statement to mean?

11 A. Over the weeks leading up to this email, I
12 would say beginning as far back as when Ford initially
13 came in for their presentation in early December, there
14 was a great deal of conjecture amongst the employees as to
15 whether or not this was allowed. This was a very unusual
16 arrangement between how BlackBerry employees went to Ford
17 and over time, especially after job offers were received
18 in Ottawa between January 18th and 20th, there was talk that
19 this may not be legal.

20 So I would say that this statement by Ranjit in
21 this email identifies - is really a manifestation of the
22 informal conversations that went on in the office amongst
23 the employees and the lawsuit cited in the previous email
24 was ultimately the end result of that, those
25 conversations.

1 MR. REINHOLDT: Okay. That's my only question.

2

3 --THE CROSS-EXAMINATION ADJOURNED AT THE HOUR OF
4 12:59 IN THE AFTERNOON.

5

6

7 WE HEREBY CERTIFY THAT the foregoing was
8 transcribed to the best of our skill and ability.

9

.....

10

G R S / B L

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Tab A

From: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=AMBER JESSUP548]
Sent: 12/21/2016 1:50:57 PM
To: Matthew Stephenson [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Mastephenson]
Subject: RE: HR Questions

GILLESPIE REPORTING SERVICES
EXHIBIT NO. 1
EXAM NO. 18-0033 DATE: 1/17/18
WITNESS: Matthew Stephenson

Hey!

Pop by! I can answer all of these.

From: Matthew Stephenson
Sent: Wednesday, December 21, 2016 1:50 PM
To: Amber Jessup <ajessup@blackberry.com>
Subject: HR Questions

Hi,

Here are a few more questions to add to the mountain I'm sure you have already received.

1. Once January 1 hits, am I entitled to spend my entire PSA amount?
2. Am I allowed to use up my benefits (i.e. vision, paramedical)? And if I go to a new company that uses Sun Life, will I get a new account or will what I have used this year carry over?
3. Are the Ford offers still on target for the week of January 16th?

Thanks,

Matt

Matthew Stephenson
Automation Test Developer II
Office: (613) 595-3433
Mobile: (613) 447-5378
mastephenson@blackberry.com
BlackBerry PIN: 5A04D762

BlackBerry. Secured. Protected. Connected.

Tab B

EXHIBIT NO. 2
EXAM NO. 18-0033 DATE: 1/17/18
WITNESS: Matthew Stephenson

Ex 2

From: Danny Yang

Sent: Friday, January 06, 2017 9:22 AM

To: Abdul Akhand <aakhand@blackberry.com>; Adham Selman <aselman@blackberry.com>; Alberto Avalos <aavalos@blackberry.com>; Alfred Wong <alwong@blackberry.com>; Andrew Mackie <AMackie@blackberry.com>; Brandon Doherty <brdoherty@blackberry.com>; Bryan Rivera <brivera@blackberry.com>; Flavio Coronel <fcoronel@blackberry.com>; Harpal Pabla <hapabla@blackberry.com>; Lan Long <llong@blackberry.com>; Laura Serra <lserra@blackberry.com>; Matthew Stephenson <mstephenson@blackberry.com>; Ming Deng <mideng@blackberry.com>; Pierre-Luc Tessier Gagné <ptessiergagne@blackberry.com>; Ranjit Vijayan <rvijayan@blackberry.com>; Trevor Joseph <tjoseph@blackberry.com>; Wanning Tian <wtian@blackberry.com>

Subject: FW: Mobility Solutions BU Changes – Additional Context

Hi team,

If anyone is unclear about the message below, please reach out to me offline to discuss.

Thanks,
Danny

From: John Chen

Sent: Friday, January 6, 2017 8:47 AM

Subject: Mobility Solutions BU Changes – Additional Context

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

Dear Colleagues,

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

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

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

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

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

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

Sincerely,

John Chen

Tab C

From: Matthew Stephenson [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=MASTEPHENSON]
Sent: 1/24/2017 9:50:44 PM
To: aandree@ford.com
Subject: Ford Offer

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 3

EXAM NO. 18-0033 DATE: 1/17/18

WITNESS: Matthew Stephenson

Hello,

First off, thank you to you and your team for your highly professional demeanor and thorough presentations during your visits to our job sites last week.

I appreciate the job offer and am pleased to inform you that I will be accepting. I will submit all paperwork when your team is back in Ottawa on Friday.

Please let me know if you have any questions.

Matt

Matthew Stephenson
Software Test Specialist II – Global Systems Test Engineering Ottawa
Desk: (810) 13433
Cell: 613-447-5378

 **BlackBerry**

Tab D

From: Amber Jessup [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=AMBER JESSUP548]
Sent: 2/10/2017 12:48:59 PM
To: Matthew Stephenson [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Mastephenson]
Subject: RE: Quick Question

GILLESPIE REPORTING SERVICES

EXHIBIT NO. 4

EXAM NO. 18-0033 DATE: 1/17/18

WITNESS: Matthew Stephenson

Whenever you are comfortable doing so.

From: Matthew Stephenson
Sent: Friday, February 10, 2017 12:49 PM
To: Amber Jessup <ajessup@blackberry.com>
Subject: Quick Question

Hi,

A question you have probably had 1000 times – since Ford is still running my background check, when is the latest I can hand in my resignation letter? I would assume two weeks = next Tuesday.

Thanks,

Matt

Matthew Stephenson
 Automation Test Developer II
 Office: (613) 595-3433
 Mobile: (613) 447-5378
mastephenson@blackberry.com
 BlackBerry PIN: D8005C25

BlackBerry. Secured. Protected. Connected.

Tab E

Date: Feb. 2nd 2017

FEB 27 2017

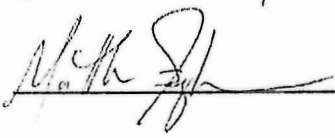
BlackBerry, Human Resources
2200 University Avenue East
Waterloo, ON N2A 0A7

Dear BlackBerry,

Please be informed that I have accepted an offer of employment with Ford and will transfer to my new employer effective March 1, 2017.

With this letter, I am submitting my resignation from my employment with BlackBerry effective February 28, 2017. My last BlackBerry working day will be February 28, 2017.

Employee Name (print): Matthew Stephenson

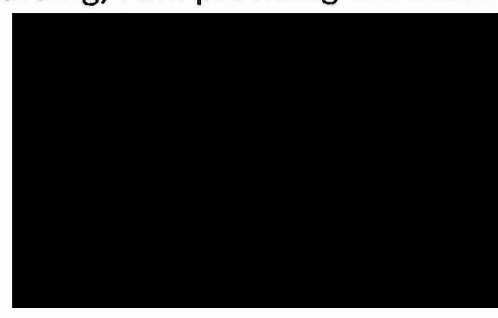
Signature: 

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

Personal Email:

Home Address:

Home Phone:




Post-employment obligations

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

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

Employee Name (print): Matthew Stephenson

Signature: 

Tab F

EXHIBIT NO. 6

EXAM NO. 18-0033 DATE: 1/17/18

WITNESS: Matthew Stephenson

From: Faisal Kamran [/O=RESEARCH IN MOTION/OU=RIM_MAIL/CN=RECIPIENTS/CN=FKAMRAN]
Sent: 2/17/2017 3:01:41 PM
To: Colin Kemdjiokeng [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=ckemdjiokeng]; Lan Long [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=llong]; Ranjit Vijayan [/O=RESEARCH IN MOTION/OU=RIM_Mail/cn=Recipients/cn=rvijayan]; Matthew Stephenson [/O=RESEARCH IN MOTION/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Mastephenson]
Subject: RE: read this

Interesting to know this news in context of yesterday's news ☺

Jim joined BlackBerry in December 2013 as EVP of Corporate Development and Strategic Planning. He contributed well to our various acquisitions and assisted me in managing GTS, Secusmart and Encryption.

From: Colin Kemdjiokeng
Sent: Friday, February 17, 2017 2:52 PM
To: Lan Long <llong@blackberry.com>; Faisal Kamran <fkamran@blackberry.com>; Ranjit Vijayan <rvijayan@blackberry.com>; Matthew Stephenson <mastephenson@blackberry.com>
Subject: RE: read this

http://blackberrysquare/articles/2017/3132/ceo_organization_announcement.htm

From: Colin Kemdjiokeng
Sent: Friday, February 17, 2017 1:49 PM
To: Lan Long <llong@blackberry.com>; Faisal Kamran <fkamran@blackberry.com>; Ranjit Vijayan <rvijayan@blackberry.com>; Matthew Stephenson <mastephenson@blackberry.com>
Subject: RE: read this

<http://business.financialpost.com/news/transportation/ford-canada-says-its-committed-to-700-million-investment-in-ontario-despite-trump-uncertainties>

From: Lan Long
Sent: Friday, February 17, 2017 10:15 AM
To: Faisal Kamran <fkamran@blackberry.com>; Ranjit Vijayan <rvijayan@blackberry.com>; Colin Kemdjiokeng <ckemdjiokeng@blackberry.com>; Matthew Stephenson <mastephenson@blackberry.com>
Subject: RE: read this

Retract the letter ☺

From: Faisal Kamran
Sent: Friday, February 17, 2017 10:15 AM
To: Lan Long <llong@blackberry.com>; Ranjit Vijayan <rvijayan@blackberry.com>; Colin Kemdjiokeng <ckemdjiokeng@blackberry.com>; Matthew Stephenson <mastephenson@blackberry.com>
Subject: RE: read this

The legal firm website says:

BlackBerry has given letters of resignation to employees to sign. We strongly discourage employees from signing such letters. Employees can contact our office if they have any questions.

But I already resigned. What about you guys and what should I do now?

Thanks
Faisal

From: Lan Long
Sent: Friday, February 17, 2017 10:07 AM
To: Ranjit Vijayan <rvijayan@blackberry.com>; Colin Kemdjiokeng <ckemdjiokeng@blackberry.com>; Faisal Kamran <fkamran@blackberry.com>; Matthew Stephenson <mastephenson@blackberry.com>
Subject: RE: read this

<http://nelligan.ca/class-actions/blackberry/>

if you want to register

From: Ranjit Vijayan
Sent: Friday, February 17, 2017 10:07 AM
To: Lan Long <llong@blackberry.com>; Colin Kemdjiokeng <ckemdjiokeng@blackberry.com>; Faisal Kamran <fkamran@blackberry.com>; Matthew Stephenson <mastephenson@blackberry.com>
Subject: RE: read this

Guess it was a matter of time before hallway talks took it to the next (legal) stage....echoing common sentiment from a lot of senior employees.

From: Lan Long
Sent: Thursday, February 16, 2017 9:06 PM
To: Ranjit Vijayan <rvijayan@blackberry.com>; Colin Kemdjiokeng <ckemdjiokeng@blackberry.com>; Faisal Kamran <fkamran@blackberry.com>; Matthew Stephenson <mastephenson@blackberry.com>
Subject: read this

Look who filed the lawsuit

<http://www.theglobeandmail.com/report-on-business/blackberry-faces-class-action-lawsuit-from-former-employees/article34056298/>

Tab 28

Court File No. 17-71659

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Transcript Ordered: January 29, 2018

Transcript Completed: March 2, 2018

Parties Notified of Completion: March 2, 2018

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To make efforts to determine where the quote
of Daryl Martin came from.
(Paragraph 39, The offer that Chuck made was 125.,
better than I expected and your advice helped 125.
seal the deal. Looking back I'm a little
surprised how fixated I was on severance and job
security.

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NOTE: The preceding list(s) are provided as a service to counsel and do not purport to be complete nor binding on the parties herein.

14.

REBECCA GRAHAM: SWORN

EXAMINATION BY MR. REINHOLDT:

1. Q. Good morning Rebecca. My name is Andrew Reinholdt. I'm the lawyer for the plaintiffs in this case, or one of the lawyers for the plaintiffs in this case. Can you state your full name for the record?
A. Rebecca Jo Graham.
2. Q. And can you confirm that you were just sworn?
A. Yes.
3. Q. I'm going to be asking you questions about your affidavit. If you don't understand my question or you need me to clarify just feel free to ask. If we're going for a while we'll make sure to take a break. If it's been awhile and you need a break just let me know.
A. Sure.
4. Q. So if you want to turn your affidavit open, which is at tab one of Blackberry's responding motion record. So you are currently the Global Talent Development and Human Resources Business Partner at Blackberry? The Director, sorry, of that group?
A. That's correct.
5. Q. And you moved into that role March 2017?

15.

A. Yes.

6. Q. And before that you were Director and Human Resources Business Partner at Blackberry?

A. Correct.

7. Q. Was this a promotion?

A. Into this role?

MR. REINHOLDT: Yes.

A. No. So I just took on additional responsibilities.

MR. REINHOLDT: Okay.

A. Like, so it's two teams.

8. Q. It's two teams now that fall under your supervision?

A. Correct.

9. Q. In preparing this affidavit there are various exhibits and emails attached to it. Were you involved in the search for those emails?

A. No.

10. Q. Somebody else did it?

A. Yes. Now I did in part provide them, depending on supporting documents to my affidavit but there was an amount of search, yes.

11. Q. Okay. Conducted by someone else though?

A. Blackberry personnel.

12. Q. By Blackberry personnel?

A. Mm-hmm.

16.

13. Q. Do you know who?

A. No.

14. Q. Counsel can I have an undertaking with respect to what were the parameters of what was searched for producing exhibits for all of the affidavits? Who conducted the search and what were the parameters of what was searched?

MR. STERNBERG: We'll take that under advisement.

15. MR. REINHOLDT: Q. Okay. Did you review other affidavits in Blackberry's motion record before you swore your affidavit?

A. Yes.

16. Q. Which ones did you review? And if you look at the front there's the index so you can see the names. Actually flip back a few pages to where the tab is indexed and you'll see bolded is the names of each affiant sort of near the top of some of the pages. Maybe I'll just take you through them. Amber Jessup, did you review her affidavit?

A. Yes.

17. Q. Yes? Lisa Carswell?

A. I believed I reviewed both her and Jenn's.

18. Q. And when you say Jenn that's Jennifer Mascarin?

17.

A. Mascarin.

19. Q. Okay. What about Zoltan Racz's affidavit?

MR. STERNBERG: Counsel just so I'm clear, and I apologize if you specified this, what time period are you asking about? Are you saying in advance of her swearing her affidavit or after?

MR. REINHOLDT: Yes, in preparing her affidavit what did she review.

A. Oh in preparing mine. I don't recall the timing as to when I reviewed each of the affidavits, the final versions. I'm not sure.

20. Q. But you have reviewed Zoltan's affidavit at some point?

MR. STERNBERG: You need to speak up so that everyone can hear.

A. Sorry. I don't recall if I reviewed his.

MR. REINHOLDT: Okay.

A. At least the final version.

21. Q. You reviewed some version of it though you think?

A. I believe so, yes.

22. Q. What about Colin Ho?

A. The same there. The same as Zoltan

18.

Racz.

23. Q. Do you think you reviewed it before it was sworn? Is that what you're saying?
A. I'm not sure.
24. Q. You're not sure? Okay. Martin van Hoeckel?
A. I'm not sure if I reviewed it before it was sworn or after.
25. Q. Okay. Nick Landry? And that's tab eight if you need to find it.
A. Sorry which tab did you say?
MR. REINHOLDT: Tab eight.
A. Oh yes. Yeah sorry, I found it here.
26. Q. Okay. Did you review it before you swore your affidavit?
A. I don't recall the timing in which I reviewed the affidavits.
27. Q. But you reviewed it at some point?
A. Yes.
28. Q. And then the last one, tab nine, Michael Mullin?
A. The same thing, I'm not sure what date I reviewed it but I...
29. Q. But at some point you reviewed it?
A.have reviewed it. Yes.
30. Q. And you've reviewed your own affidavit

19.

in...

A. Yes.

31. Q. ...preparation for today? It's still accurate?

A. Yes.

32. Q. There's nothing you need to change?

A. No.

33. Q. And we were sort of bouncing around this question before but with respect to the exhibits attached to your affidavit, so that's tab A through XX, some of those emails you produced yourself for this affidavit?

A. Yes I believe so. Some of them I produced and some of them were provided.

34. Q. They were provided to you?

A. Yes.

35. Q. Did you go back and look at all of your communications from roughly September 2016 through to March 2017? All of your email communications?

A. Did I review all of them?

36. Q. Yes, in preparing for this.

A. Likely not all of them.

37. Q. Did you review all of the ones that you thought could potentially be relevant to what you swore in your affidavit?

A. Yes.

20.

38. Q. On your own or were they provided to you? On your initiative, looking at your own email account?

A. Yes.

39. Q. In preparing for today have you spoken with any other Blackberry witnesses who have already been cross-examined about this matter?

A. Yes.

40. Q. So you've spoken with Amber Jessup?

A. Yes.

41. Q. Did you speak with her about her cross-examination?

A. Yes.

42. Q. Was that in writing or in person?

A. It was over the phone.

43. Q. It was over the phone. Do you have any notes from that phone conversation?

A. I do not.

44. Q. What was discussed?

A. I asked her to call me. She reports to me now.

MR. REINHOLDT: Okay.

A. I asked her to call me and let me know how everything went and if she was okay.

45. Q. Okay, what did she say?

A. She let me know that it went okay but it

21.

was brought up, one of the discussions that she had with David Parker got her emotionally upset and it had brought back some familiar feelings of....

46. Q. So she told you about her evidence about her discussions with Mr. Parker?

A. Well we had discussions as she reported to me from the time that the project ensued and her conversations with David Parker ensued.

47. Q. But my question is she spoke about her evidence about her conversations with Mr. Parker to you?

A. What are you referring to when you say evidence?

48. Q. She gave evidence when she was cross-examined. So when I refer to evidence I'm referring to what she said while she was being cross-examined. This was roughly a week and a half ago.

A. Okay.

49. Q. She spoke to you about the evidence she gave about the conversation she had with Mr. Parker?

A. I'm not sure I understand what you're referring to. I'm sorry.

50. Q. Since Amber was cross-examined...

A. Yes.

51. Q. ...you've had conversations with her?

A. Yes. She reports to me.

22.

52. Q. Yes. That conversation involved talking about what she said at her cross-examination, correct?

A. In summary, yes.

53. Q. She summarized what she said?

A. In parts.

54. Q. Okay so one of the things she summarized was the evidence she gave about her conversations with Mr. Parker, correct?

A. Her feelings of her conversations with him.

55. Q. She spoke about the fact she gave evidence about her conversations with Mr. Parker?

A. As I said, like, she and I discussed how her cross went. As her leader it's my responsibility to ensure that she's doing okay. I know that this is stressful for somebody who has never been through it before and we had a conversation about how it went and if she was okay.

56. Q. And you've told us you had a conversation, what I'm asking about is specifically what was discussed in that conversation.

MR. STERNBERG: You got an answer to that question.

MR. REINHOLDT: Okay.

MR. STERNBERG: And you've asked it a few

23.

times.

57. MR. REINHOLDT: Q. I don't think I've gotten an answer. I've got the same that the conversation occurred and I'm asking very specific questions about did she— So let's be more specific. If you want to turn to her affidavit at tab two of the record. Paragraph 29, so that's at page 195. She's referring to interactions she had with Mr. Parker in that paragraph, correct?

A. Mm-hmm.

MR. REINHOLDT: You have to say yes or no, not just mm-hmm when you're answering for the record.

A. Understood.

58. Q. So my question was right here she's referring to an interaction she had with Mr. Parker, correct? You said mm-hmm. For the record I need you to say yes.

A. I'm reading the paragraph. I'll respond when I'm ready. Thank you. Yes.

59. Q. Okay. So since Ms. Jessup was cross-examined she has spoken to you about her evidence about this interaction, correct?

A. Her and I— Oh I already knew about this obviously from her reporting to me and through her affidavit and me swearing my affidavit. The

24.

discussion that we had is not any new information that I wasn't already privy to.

60. Q. My question for you though is since Ms. Jessup was cross-examined you have had conversations with her about this...

A. Yes.

61. Q. ...interaction she's speaking about? Yes. Okay, that's the answer I was trying to get out of you. What else did you speak to her about with respect to her evidence she gave on cross-examination? You said the Mr. Parker conversation, what else did you two talk about?

A. How her day was going. If she needed anything from me. I was travelling at the time.

62. Q. Okay so the only piece of her evidence you spoke about was the interaction with Mr. Parker? She didn't tell you about anything else she said while she was being cross-examine?

A. Not specifics. I mean she did highlight, you know, how it went and for me to be, you know, well prepared. And there was a lot of questions and that, you know, you may highlight certain parts of my affidavit and it would be good for me to make sure that I was recollecting well.

63. Q. Which parts of the affidavit did she refer you to?

25.

A. I don't recall which specifically. I mean nothing that my counsel hasn't already prepared me for.

64. Q. But she told you to sort of highlight specific areas of questioning?

A. To be fair, it was pretty much my entire affidavit.

65. Q. But she said there were certain areas that you should highlight in your review to make sure that you were familiar with?

A. She told me that you might ask me about my experience in human resources,...

MR. REINHOLDT: Okay.

A. ...conversations that I had with my team.

66. Q. Okay, what else?

A. My leader.

67. Q. You brought a highlighted version of your affidavit here today, correct?

A. Correct.

68. Q. Did you highlight that before or after your conversation with Ms. Jessup?

A. Before and after.

69. Q. So you added to it after you had spoken to Ms. Jessup?

A. Yes.

26.

70. Q. Did you have any conversations with Zoltan Racz after he was cross-examined?
- A. No.
71. Q. Did Ms. Jessup send you any emails about the cross-examination?
- A. No.
72. Q. What about Blackberry Messenger? Did you have any questions over Blackberry Messenger about it?
- A. Not that I recall.
73. Q. Can I have an undertaking for the witness to check whether there are any Blackberry Messenger conversations with Ms. Jessup about her cross-examination and if there is, to produce it?
- MR. STERNBERG: I'll take that under advisement.
74. MR. REINHOLDT: Q. Okay. I'm going to sort of throughout my questions I'm going to be referring to your HR team and when I'm saying that I'm referring to the period of time roughly from August 2016 until March 2017. Is it fair if I refer to the HR team that that would be referring to yourself, Amber Jessup, Lisa Carswell and Jennifer Mascarin?
- A. That's who reported to me at the time, yes.
75. Q. Okay so if I refer to the HR team,

27.

that's who I'm referring to in my questions, okay?
Just for clarity.

A. Sure.

76. Q. As a general practice do you take notes
in your day-to-day work?

A. Yes.

77. Q. Do you take them of conversations you
have with employees?

A. Depending on the conversation, yes.

78. Q. Sometimes you do, sometimes you don't?

A. Correct.

79. Q. Do you take notes during your meetings
with your HR team?

A. Yes.

80. Q. Always?

A. I wouldn't say that they are detailed
notes. Usually I come with an agenda of things that
I need to speak with my team about.

MR. REINHOLDT: Okay.

A. Sometimes that's written, sometimes it's
memorized or off the top of the brain.

81. Q. It would depend on how much there is to
talk about in the meeting I assume?

A. Absolutely.

82. Q. And you report to— Sorry. At the time,
sort of the relevant time, which I'm just going to

28.

roughly refer to as August 2016 through to March 2017, you reported to Nita White-Ivy?

A. Correct.

83. Q. Was she the only person you reported to?

A. Yes.

84. Q. Would you take notes of your conversations with her?

A. Sometimes.

85. Q. Again, it would depend on how much information is being shared? How important— Sorry, you have to say yes, you can't just nod your head.

A. Well you weren't finished your sentence.

86. Q. I'm just making sure because you started nodding and sometimes you can fall into a pattern of not saying yes.

A. I won't nod until you're done then.

87. Q. Okay. It will depend on how much information is being reported to you, whether you take notes?

A. Yes.

88. Q. How important the information is?

A. Perhaps. Sometimes it can be important. It doesn't mean I have to write it down.

89. Q. I'm not saying you have to write it down but if it was important occasionally you would write that down?

29.

A. Correct.

90. Q. Okay. When did you last speak to Ms. Jessup about the evidence she gave on cross-examination?

A. Probably when I— Probably the week before last when I was in— Like, after her cross.

91. Q. Like in the immediate aftermath of her cross-examination?

A. Yeah. She called me to let me know she was done.

92. Q. You haven't had any other conversations with her since about her cross-examination?

A. No.

93. Q. Other than the three HR individuals I referred to, was there any other HR people who reported to you? In that relevant time period, just to be clear.

A. No I don't believe there was.

MR. REINHOLDT: Okay.

A. Sorry, to clarify, in March when I picked up the Global Talent Development Team though of course I had a couple of people join but that would have been at the end of February, early March.

94. Q. And that's after the employees moved to Ford?

A. Or about the same time,...

30.

95. Q. Around the same time?
A. ...just to be clear.
MR. REINHOLDT: Okay.
A. But they weren't involved in this.
96. Q. Okay. When did you know you'd be moving into the new role?
A. I'm not sure what the date was.
97. Q. It would have been before March though?
A. Yes.
98. Q. Sometime before March?
A. Yes.
99. Q. So you reported to Nita White-Ivy. Did you ever meet or communicate with John Chen during the September 2016 to March 2017 time period?
A. I don't believe I had any meetings with him, no.
100. Q. Did you receive any communications from him during that period of time?
A. I don't recall specifically anything that I would have gotten directly besides obviously the general communication that's in the affidavit.
101. Q. And just for clarity, you're referring to roughly the January 2nd...
A. 6th.
102. Q. Sorry, 6th email. I'll take you back to it in awhile. The witness doesn't recall

31.

specifically whether there were any communications. I'm not going to ask for an undertaking for all communication with John Chen but I'd like an undertaking for any communications from John Chen between August 2016 and March 2017 with respect to the Ford Blackberry arrangements?

MR. STERNBERG: Any communications that this witness received from John Chen?

MR. REINHOLDT: Yes. To check whether any such exist and, if so, to produce copies. That would include emails, memos, reports, anything similar.

MR. STERNBERG: What was the time period you asked for?

MR. REINHOLDT: August 2016 until March 2017.

MR. STERNBERG: I'll take that under advisement.

MR. REINHOLDT: Can we just go off the record for one second.

OFF THE RECORD:

103. MR. REINHOLDT: Q. And then your typical communications with your HR team, that would include email communications with them?

A. Yes.

104. Q. In person meetings?

32.

A. Yes.

105. Q. Teleconferences?

A. Yes.

106. Q. Phone calls?

A. Yes.

107. Q. And Blackberry Messenger?

A. Are you referring to BBM?

MR. REINHOLDT: Yes.

A. Yes.

108. Q. Is there any other sort of internal instant messaging system that you would also use?

A. We do. We have, we currently have a tool called...

MR. STERNBERG: Hold on. Currently is not relevant in 2018. Back...

MR. REINHOLDT: Well let her...

MR. STERNBERG: ...in the relevant time period that he's asking about you can give. No, if you're asking her to tell you about how they communicate now in 2018, irrelevant. So when she starts to talk about now...

109. MR. REINHOLDT: Q. I think the witness understood what she was answering about. At the relevant time were you using that system you were about to talk about?

A. Sorry, Skype is what we use now. I

33.

don't know at what period we changed from the old tool to the new one. I think the old one was called Link. But to what extent we had communications on there, I'm not sure. The majority of it is conversations with my team.

110. Q. Okay. Arlen just with respect to any undertakings we've had for communications, it would include Link or Skype or any of the other internal messaging systems that they used to the extent that documents can be produced from there. And that's with respect to all witnesses.

MR. STERNBERG: We're not going back, we're not changing stuff you asked for on earlier ones. You've asked for three so far today. The last one I appreciate what you've just added. You had asked for any communications received from Mr. Chen so I appreciate that but we're not discussing with you going back and changing earlier examinations. So whatever you asked for, you asked for on them and those are done.

MR. REINHOLDT: We've asked for communications. Any time we've asked for communications I'm just pointing out that this is another form of communication that Blackberry employees are using and that

34.

should be within the scope of what you look for.

MR. STERNBERG: Whatever you asked for, I don't remember exactly, whatever it is, whatever you asked for you asked for and we'll all read the transcript to check on those questions.

111. MR. REINHOLDT: Q. In preparing your affidavit did you review employee employment contracts?

A. No.

112. Q. You didn't review any employee employment contracts?

A. In preparing my affidavit?

MR. REINHOLDT: Yes.

A. Not that I can recall, no.

113. Q. During sort of the relevant time period we spoke about earlier, did you have communications with Sandra Ironside?

A. Yes. She's a fellow HR business partner.

114. Q. Was she involved at all with dealing with the Ford Blackberry arrangement?

A. No, not that I'm aware.

115. Q. As far as you know she had no involvement?

35.

A. No.

116. Q. What about Sandeep Chennakeshu? Did you have any communications with him during that relevant time?

A. Not that I can recall, no.

117. Q. So as an HR professional you've been involved in terminating employees from Blackberry before?

A. Yes.

118. Q. Have you provided advice on what the employee might be entitled to on termination?

MR. STERNBERG: Don't answer the question.
Not relevant.

MR. REINHOLDT: The witness in her affidavit speaks to one of the differences being what employees are entitled to on termination. I'm asking this witness what her understanding is of what employees might be entitled to on termination. This is relevant and it's in her affidavit.

MR. STERNBERG: That wasn't the specific question and you have my refusal on the question you just asked.

MR. REINHOLDT: Okay.

MR. STERNBERG: If you have another question, we can take your next question and

36.

see where we get. Do you want to show me which part of the affidavit you were just referring to and I'm happy to take a look at it.

119. MR. REINHOLDT: Q. So at paragraph 14 of your affidavit, subparagraph E...

MR. STERNBERG: Sorry, just give the witness a moment to catch up with you.

MR. REINHOLDT: I'm just letting her know where to go to.

A. Sorry, 14?

MR. REINHOLDT: E. Just the basis of relevance is right here. She's referring to termination provisions and I'm asking her what her understanding of that is. I'm entitled to ask these questions.

MR. STERNBERG: That's not the same question you asked. If you have another question now ask it and I'll let you know whether it's a refusal or not.

120. MR. REINHOLDT: Q. You understand that generally on a without cause termination employees are entitled to some form of compensation?

MR. STERNBERG: Don't answer the question. Her understanding of the law is irrelevant.

MR. REINHOLDT: Well in her affidavit she is

37.

providing evidence with respect to the fact that there's no commonality here, or at least that's what the position is, and so I'm asking her what her understanding of that is. That's entirely fair.

MR. STERNBERG: You got my position and your characterization of 14(e) I disagree with. Anyway, it says what it says and we can all read what she's talking about in 14(e) so what's the next question?

MR. REINHOLDT: I have more questions along this line. I think we're going to have to deal with it on a refusals motion so I just want to put on the record that I have a bunch of questions about her understanding of what employees are entitled to on termination and instead of just going through eight refusals, let's just deal with it and then we can come back to it if we're successful.

MR. STERNBERG: That's fine. If the other questions are her understanding of what the law is or what legal entitlements there are or aren't then yes, you have the refusal and my position is her understanding of the law is irrelevant and is not a proper question. So you don't need to ask each individual

38.

question along that line.

MR. REINHOLDT: Yes, I think I did that with Jessup and we'll be more efficient and not put everyone on the record.

MR. STERNBERG: I agree.

121. MR. REINHOLDT: Q. So while I have you on 14(e), you provide evidence here about the proposed members' employment contracts, correct?

A. I refer to them, yes.

122. Q. You refer specifically to what the termination provisions say?

A. In general, yes.

123. Q. In this?

A. Yes.

124. Q. You say the majority of their employment contracts are governed by Ontario law and some are governed by Nova Scotia law?

A. Yes, that's what's stated in 14(e).

125. Q. But in preparing this affidavit you never reviewed an employment contract, correct?

A. I am aware of employment contracts at Blackberry. It's my job. I'm not the keeper of these files and it is common knowledge that different employees joined at different times and, therefore, their employment agreement and their termination provisions may be different.

39.

126. Q. Okay. At paragraph 13, if you want to just go back a page. The first sentence says Blackberry estimates that 299 individuals fit this description.

A. Fit which description? I'm sorry.

127. Q. Sorry, it's referring to the paragraph above, which is our proposed class definition.

A. Yes.

128. Q. So in preparing this affidavit you did not review those 299 employment contracts? You didn't review a single one of them, correct?

A. I don't recall reviewing an individual or several individuals' employment contracts.

129. Q. You gave evidence earlier that you didn't review any employment contracts so my question is, to be clear, you didn't review any of these 299 employment contracts in preparing this affidavit?

A. No. Now it is possible that I am aware of someone's contract. If they ever asked for a copy for example, as an employee has a right to do, I may have seen a version. But in preparing this affidavit no, not to my recollection.

130. Q. Okay. So when you're saying— Actually I'll stop there. 14(a), or going back to the— You say 299 individuals fit the definition. Did you look at a list of these 299 names at any point in

40.

preparing your affidavit?

A. Yes, I was aware of the employees who were involved in project silver.

131. Q. So at some point in preparing your affidavit you saw a list of the 299 individuals that fit the definition?

A. Yes. I worked on this list for months.

132. Q. Okay, so you prepared this list?

A. With my team?

MR. REINHOLDT: Mm-hmm.

A. Yes.

133. Q. Okay. And just so we're clear, we're speaking about in preparing this affidavit, not in the arrangement between Ford and Blackberry?

A. No, these lists were part of the project. It wasn't produced for the affidavit.

134. Q. It was part of the Ford Blackberry arrangement you produced the list?

A. Yes.

135. Q. As part of our project files we were maintaining lists of people involved in project silver. That's what I am referring to.

136. Q. Okay so in preparing your affidavit though did you go back and consult with that list of 299 names?

A. Yes.

41.

137. Q. Okay. Did you review the length of tenure of each person?

A. Possibly.

138. Q. You think you did or you're just speculating you might have?

A. Well if you're asking me if I reviewed every single person's tenure on that list?

MR. REINHOLDT: I am.

A. No, I didn't go line by line trying to memorize it.

139. Q. Well not trying to memorize it but did you look at the length of tenure of every employee?

A. In some lists yes, it had their tenure. So yes, I did see for each employee what their tenure would have been.

140. Q. Their level of employment, did you look at each employee's level of employment?

A. If it was available on the list, then yes.

141. Q. Was it available for every employee on the list?

A. If that document had levels in it, then yes.

142. Q. To your memory did it have it for every employee?

A. Yes.

42.

143. Q. The list contained every single job function and role?

A. I don't recall that it had job function but— depending on what you mean by it but titles, so suggesting job function, yes.

144. Q. Well it's not what I mean by it. This is your evidence. So what's meant by job function?

MR. STERNBERG: What are you asking about? You were asking about our list and now you've got...

MR. REINHOLDT: No.

MR. STERNBERG: ...your finger on something so let's be clear. Are you asking about the list or are you asking about a paragraph in her affidavit that you've got your finger on now?

MR. REINHOLDT: Arlen I don't think it's appropriate to jump in there. She has put in her affidavit job function. She said whatever I mean...

MR. STERNBERG: Tell her where.

145. MR. REINHOLDT: Q. At paragraph 14(c) you state job function and role. I said job function and you said whatever I mean by job function and what I asked you is no, what did you mean by job function because this is your affidavit?

43.

A. Sorry, I wasn't aware that you were referring to 14(c). But yes, members of the proposed class performed a variety of job functions.

146. Q. My question was what did you mean by job function?

A. The nature of their role.

147. Q. You say job function and role so you're using role and function interchangeably?

A. I'm not sure what you mean by that. So there is a general bucket of software development. Within software development you may or may not have a specific role or title, such as software test developer. But you fall under the job function of software development.

148. Q. I guess my question was you say at 14(c) in bolded italicised letters job function and role. So I asked are you using the words role and function interchangeably or do they mean different things in your affidavit?

A. I think I've already answered this question in stating that there is a difference between them. One is a subset of the other.

149. Q. Okay so a role is a subset of a function?

A. Yes.

150. Q. Okay. Going to D it says different

44.

teams and office locations.

A. Sorry, 14(d)?

151. Q. Yes, the one right below C. Did your list contain the office locations of each employee?

A. Yes.

152. Q. Did it say what team the employee was a part of?

A. I believe it had their manager.

153. Q. And just so I'm clear, when Blackberry refers to teams it's the reporting structure up to a specific manager?

A. Yes.

154. Q. Okay. It says of varying sizes. So they worked in different teams of varying sizes. Did the list say what size the team they worked on was?

A. No I don't believe it did.

155. Q. Did you go and look at what size those employees' teams were?

A. Possibly, I don't know. Depending I guess on the context or the need. Just to be clear, 14 and 13 the only list we're talking about is the one that I've mentioned previously. It's not noted in here as— So I'm just trying to understand, just for my clarity, when you're referring to the list, it's a list that I've mentioned previously or something else in here?

45.

156. Q. Well what I'm trying to understand is you're providing evidence on the differences and what I originally asked you was what did you review in providing this evidence and you said you reviewed this list of 299 names. I'm asking about what is on the list, what information you had available to you and how you know this?

A. I'm still seeking clarification of whether we're talking about a paragraph in the affidavit or a list?

157. Q. Okay taking a step back. Let's talk about the list now. Whatever the list is, did it refer to the size of the team the employee was on?

A. I don't believe in the list it had number of employees reporting to the same manager.

MR. REINHOLDT: Okay.

A. But employees reporting to the same manager were on the list potentially if they were in scope.

MR. REINHOLDT: Okay.

A. But as you're aware not all members of teams were in scope. So you could have had various employees who were involved in project silver and some that were not reporting to the same leader.

158. Q. Okay. Counsel can I have an undertaking for the list she's referring to with the 299

46.

individuals that fit the definition of the class?

MR. STERNBERG: I'll take that under advisement.

159. MR. REINHOLDT: Q. And just so there's no confusion, can you just be clear on the record, did you look at that list in preparing this affidavit?

A. Yes.

160. Q. You referred to the fact, because I was asking about the employment contracts before, that you were sort of generally aware of what's contained in Blackberry employment contracts?

A. I am aware that they differ.

161. Q. That they differ?

A. Correct.

162. Q. Blackberry uses those for sort of a baseline precedent in drafting employment agreements?

A. I'm not involved in the drafting of employment agreements so I can't speak to that.

163. Q. Do you review them before they go out?

A. In some cases, yes.

164. Q. Blackberry doesn't draft a contract entirely each time its hiring an individual?

A. I'm not aware if they do or they do not. I'm not involved in drafting employment agreements.

165. Q. Roughly how often are you reviewing employment agreements?

47.

A. Existing employment agreements or new ones?

166. Q. Just in your day-to-day because you said you have some general knowledge of what the employment contracts look like so how often do you review employment contracts?

MR. STERNBERG: I'm going to— I know you're trying to set a foundation so I've bit my tongue but I'm going to ask you if you want to not get refusals to be more specific. To just ask generally today in January of 2018 how often she reviews employment contracts is way beyond relevant. If you want to be more specific, perhaps in the claim period or types of employees, you may get answers, if not you may get refusals.

MR. REINHOLDT: I think based on her evidence where she didn't review any employment contracts but is generally aware of it, I'm asking generally how often she looks at employment contracts.

MR. STERNBERG: I'm inviting you to limit the time period and/or areas of the business or types of employees. That's up to you if you do. If you just want to ask in general today how often she reviews employment

48.

contracts you've got a refusal on that one.

167. MR. REINHOLDT: Q. From March 2017 going back 19 years, which is when presumably the first employment contract would be, generally how often would you have reviewed employment contracts?

MR. STERNBERG: Don't answer the question. It's not relevant.

MR. REINHOLDT: It is relevant because those would be the employment contracts that are relevant to the— that she's provided evidence in in paragraph 14(e).

MR. STERNBERG: You can move on that.

MR. REINHOLDT: Okay. I have other questions about the employment contracts.

MR. STERNBERG: It's up to you if you want to put them on the record. I'm not saying that that entire line of questioning you're going to get refusals on but that last question and the one before it you've got refusals.

168. MR. REINHOLDT: Q. Okay, 14 (e) again, I think you're still on that page, it says there are multiple versions of termination provisions amongst the proposed class members in the middle. How many versions?

A. I'm not sure.

49.

169. Q. Blackberry's fiscal year, it ends February 28th?

A. Yes.

170. Q. So I'm going to ask you about mobility solutions generally, which I think you refer to, you sort of start at paragraph five of your affidavit. In 2016 Blackberry was seeking to reduce staffing costs?

A. Sorry, you're referring to a specific paragraph?

171. Q. No, I'm just asking you a question. In 2016 was Blackberry seeking to reduce staffing costs?

MR. STERNBERG: Don't...

A. Not that I'm...

MR. STERNBERG: Okay, you've got an answer but the way you framed it, again talking about just Blackberry overall in general, all areas of Blackberry is beyond what's relevant to the matters at issue which, as you know, involve certain employees in a certain area of the business.

MR. REINHOLDT: And our position is that the greater context within Blackberry, which we've spoken to in our statement of claim, our notice of action and our affidavits is relevant. You just, you have a different

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position on the case than we do but we take the position it's entirely relevant.

MR. STERNBERG: And I'll also remind you that we had exchanges like this as Jeff was examined that we're not here on discovery and relevance has to be relevant to the issues on the certification motion. In any event, let's carry on.

MR. REINHOLDT: It is and our position is that all of these individuals were Blackberry employees and one of the factors impacting this situation was the overall financial picture of Blackberry at the time and what was being communicated to these employees. So the fact that it's looking to reduce staffing costs at the time is entirely relevant.

MR. STERNBERG: Well we've stated our position. Let's get on with the next question and see where we get.

172. MR. REINHOLDT: Q. Paragraph eight. You say given the above discussion to shift the focus to mobility solutions...

A. Sorry where are you?

MR. REINHOLDT: Paragraph eight.

A. Oh eight. Mm-hmm.

51.

173. Q. Yes, right in front of you. And when you're saying given the shift to the above decision, you're referring to paragraph six when you say that?

A. Yes.

174. Q. So your evidence in paragraph eight, what period of time are you referring to?

A. Sorry, I'm not sure I understand the question.

175. Q. Well you said Blackberry anticipated the need to realign the mobility solutions workforce both within mobility solutions and another business unit. So what period of time are you referring to when you're giving that evidence?

A. I'd say probably the year of 2016 is when the majority of the realignment had occurred or would be occurring.

176. Q. Can you be more specific in 2016 when?

A. I don't recall specific dates.

177. Q. Can you narrow it at all within 2016 or just at some point broadly in 2016?

A. Some point within 2016.

178. Q. Okay. In your next sentence you say if it turned out Blackberry had to layoff certain employees at any point any such employee would of course receive termination pay entitlements if and when terminated. At this point was there discussion

52.

that you were involved with about laying off certain employees?

A. The realignment of mobility solutions away from hardware and hardware design may have impacted some employees in those specific roles if they were not able to be redeployed within Blackberry.

179. Q. When you use the phrase impacted you mean laid off? Terminated with severance?

A. Yes. If Blackberry was unable to find them a role within mobility solutions or another business unit and we'd done everything we could then yes, they have been impacted in terms of a layoff and would of course then receive their entitlements under their employment agreement.

180. Q. Okay. But my question was when you used the word impacted, you were referring to that they might be terminated,...

A. Yes.

181. Q. ...the word impacted?

A. Yes.

182. Q. Who were you involved— Were you involved in discussions first of all about potentially needing to layoff employees during 2016?

A. Yes.

183. Q. With who?

53.

A. With the leaders in mobility solutions and my leader and likely my team as well.

184. Q. Okay so who were the leaders within mobility solutions?

A. Primarily Ralph Pini.

MR. REINHOLDT: Okay.

A. And my leader, as I mentioned, Nita White-Ivy. Alex Thurber. Thomas Dye. Sara Tatsis. Steve Venerus. I think that's primarily it. I mean there may have been additional leaders. I'm referring to senior leaders primarily.

185. Q. Who's Thomas Dye? Like what was his role at Blackberry at the time?

A. At the time I believe it was Global Head of Product Realization.

186. Q. And you said Sara Tatsis?

A. Yes.

187. Q. What was her role at the time?

A. I believe at the time she was VP Operations.

188. Q. And Steve Inerus?

A. Venerus, with a V.

MR. REINHOLDT: Venerus, I apologize.

A. He was, I can't recall his specific title. I think he was a director or Senior Director of Supply Chain and Manufacturing I believe. I'd

54.

have to check to be 100 percent on his actual title.

189. Q. And were these scheduled meetings?

A. Not necessarily. They may have been part of a management meeting.

190. Q. That you were in attendance for?

A. Yes.

191. Q. How often would you have those meetings?

A. Our management meetings generally speaking occur on a weekly basis. Of course they change from time to time.

192. Q. And these individuals are all located in different places globally so I assume these are teleconferences?

A. They are teleconferences. We have leaders joining from multiple locations, yes. And part of those meetings do have internal counsel on them.

193. Q. Okay. And I'm not going to ask any questions about internal counsel. You just mean legal counsel when you say internal counsel?

A. Legal counsel, yes. They participate in these calls.

194. Q. Do you take notes in these meetings?

A. Sometimes.

195. Q. When did discussion about the potential need to layoff employees occur within these meetings?

55.

MR. STERNBERG: Don't answer that question.

MR. REINHOLDT: I'm just trying to put a time period.

MR. STERNBERG: It's privileged based on clearly what she just told you because counsel participated in them and it's also irrelevant to the issues in the certification motion.

MR. REINHOLDT: She didn't say counsel participated in all of them. She said counsel was sometimes there.

MR. STERNBERG: No, that's not what I heard and we can all read the transcript after. So it's a refusal both on privilege and relevance.

196. MR. REINHOLDT: Q. I have other questions with respect to those meetings. Can I have an undertaking for any notes from the management meetings?

MR. STERNBERG: No.

MR. REINHOLDT: Well why don't we deal with the initial refusal about whether I can ask any questions about these meetings and then go from there.

MR. STERNBERG: Give me one second to write down what you just asked for and then...

56.

MR. REINHOLDT: Well I'm suggesting we take a step back is what I'm suggesting. So ignore my undertaking request and what I'm suggesting is I have questions about what was said at those meetings, when it was said and by whom. Why don't we just deal with the issue of whether or not I can ask about those meetings. If I can then we can later go through those questions.

MR. STERNBERG: I thought her answer was clear. If you think it was unclear and for clarification you want to ask her whether it was just some of the meetings as opposed to generally all of the meetings that counsel participated in, since her answer is the basis for the privileged part of the refusal, I'm fine with you seeking that clarification and that may then effect follow up questions. I understood her to be saying one thing about counsel's attendance. So if you want to seek clarification and ask her that question that's fine.

197. MR. REINHOLDT: Q. Was there always a lawyer present for these management meetings?

A. Most of them, yes. He was a regular attendee.

57.

198. Q. Okay, she said most of them. So not every one, correct?

A. I can't recall which meetings he did and didn't. It's possible he was at all of them.

199. Q. You don't know?

A. Off the top of my head, no.

200. Q. Okay. So she's not sure whether counsel was there for all of those meetings. I think the fact that counsel was present doesn't necessarily make those meetings privileged.

MR. STERNBERG: I think we'll have to deal with any questions by way of advisement and it will likely involve, depending on what your question is and depending on what the discussion was and whether it involved counsel, that may or may not be privileged, we still have the relevance issue. But I don't know what questions you want to ask. If you want we can go off the record and chat about it for a minute or step out in the hall to try and figure out the most efficient way to deal with this today...

MR. REINHOLDT: Yes.

MR. STERNBERG: ...so that you can get on the record what the questions are without us unnecessarily having to go...

58.

MR. REINHOLDT: I just feel like we're going to be into a strain of objections, which we can do.

MR. STERNBERG: Do you want to go off the record for a second?

MR. REINHOLDT: Yes, let's go off the record.

OFF THE RECORD - DISCUSSION:

201. MR. REINHOLDT: Q. So before the break I started asking you about management meetings. I asked you questions about who was present and what was discussed. I've had a conversation with Blackberry counsel outside and the general scope of the questions I want to ask you about are with respect to predominantly 2016 going forward through to March 2017 whether topics discussed included the need to layoff Blackberry employees, the Ford...

MR. STERNBERG: Hold on.

202. MR. REINHOLDT: Q. Sorry. The Ford Blackberry arrangement or agreement, Blackberry's ability to keep employees, who turned down employment with Ford, as well as any discussion about how to communicate with employees about any of those topics. And it would also include questions around the time frame as well of when those discussions were taking place. And then also the undertaking that I had

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started that sort of stems from this would be any notes, agendas, emails or other communications about any of what would fall within that.

MR. STERNBERG: I will take all of that under advisement.

203. MR. REINHOLDT: Q. Okay so I'm not going to ask you any questions about that for now. You're aware that in 2016 Blackberry did announce a need to reduce staff?

A. When you say announce what form are you referring to? Sorry.

204. Q. That they made public statements in 2016 about the need to reduce staff.

A. If my recollection is correct, I think there was only one instance in which John made a comment on that. I think he said fewer than 100 employees, if my memory serves me correct.

205. Q. And when you say John, that's John Chen?

A. Correct.

206. Q. The CEO of the organization?

A. Yes.

207. Q. And if it helps I think, or I know, in David Parker's affidavit, so that's in this book, the medium size of the volumes, the motion record for the moving party. If you go to page 49 using the black letters in the top right corner, and if you want to

60.

see the start of it it starts on 48. Page 49 he says we've decided to discontinue all the handset hardware development...

MR. STERNBERG: Where on the page?

MR. REINHOLDT: Sorry. The second paragraph, the second full paragraph of that.

A. Sorry, what was the question?

208. Q. He says we've decided to discontinue all of the handset hardware development. Do you see that?

A. Yes.

209. Q. You also see the sixth paragraph, the outsourcing of all remaining hardware development to be competitive by February 28 when the company's fiscal year or financial year ends, will reduce Blackberry's expenses by eliminating the need to carry inventory, as well as reducing staff and equipment costs.

A. That's not what it says.

210. Q. Sorry, what did I state incorrectly there?

A. You said competitive and not complete.

211. Q. I apologize. To be complete by February 28th. Otherwise you see that statement there? I'm just asking you to read the statement.

A. I see the statement.

61.

212. Q. In your affidavit at paragraph eight you refer to a shift in focus of mobility solutions. Is this the shift in focus you're referring to, this announcement he's making?

A. Yes.

213. Q. Okay. If you turn to 51, page 51 in the top right hand corner.

A. In which booklet?

214. Q. In the one you're on. So just, you're on 49 now, just go two more pages.

A. In the Parker?

215. Q. Yes, in the same exhibit you're on right now, the motion record of the moving party. If you just look halfway down the page it says fewer than 100 employees will lose their jobs as a result. That's the statement you were referring to in your evidence earlier, correct?

A. That's correct.

216. Q. And again, this would have been, when you say the shift in mobility solutions, again what you were referring to?

A. This shift was related to our business direction, not necessarily on employee reductions.

217. Q. But this announcement is the same- Like what John Chen is announcing here...

A. Yes.

62.

218. Q. ...is all part of the same thing you're referring to when you in your affidavit refer to a shift...

A. Correct.

219. Q. ...in the focus of mobility solutions?

A. That's correct, yes.

220. Q. Okay, thank you. Paragraph nine of your affidavit, so it's page six in the top right hand corner. You start by saying in the fall of 2016 Blackberry entered into project silver with the Ford Motor Company of Canada. Do you know when discussions about this commenced between Blackberry and Ford?

A. No.

221. Q. Before they entered into this project silver were you involved in any discussion between Ford and Blackberry?

A. No.

222. Q. When did you become aware of project silver?

A. I would have to confirm but I believe it was in the summer of 2016. I can't recall specifically what the time period is.

223. Q. Counsel can I just have an undertaking to let the witness check afterwards if any of her notes or email communications could give a more

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specific answer to that? Give her an opportunity afterwards to see if she can provide specifically when she became aware?

MR. STERNBERG: I'll take that under advisement.

224. MR. REINHOLDT: Q. How did you become aware of this?

A. I believe it was from Ralph Pini.

225. Q. What did he tell you?

A. That we would engage with Ford Motor Company on the basis of engineering services.

226. Q. Did he explain what he meant by engage with Ford?

A. Not in detail at the time.

227. Q. Was this in writing, was it a conversation? How did you become aware?

A. I believe it was a conversation. A phone call.

228. Q. Did you take notes?

A. I'm not sure.

229. Q. Counsel can I have an undertaking to see if the witness has any notes of a phone conversation with Ralph Pini where she became aware of the Ford Blackberry arrangement and, if so, produce them?

MR. STERNBERG: Under advisement.

230. MR. REINHOLDT: Q. You said he told you they

64.

would engage with Ford on the basis of engineering services. Did he tell you anything else about it?

A. I don't recall.

231. Q. Did you understand at the time that there was some sort of agreement between the two companies?

A. I don't believe there was an agreement at the time. I think there were discussions about an agreement.

232. Q. At some point it became an agreement though?

A. That's my understanding, yes.

233. Q. Do you know roughly when it became an agreement?

A. A signed agreement are you referring to?

234. Q. When was an agreement reached about what would happen?

A. I don't know specifically.

235. Q. Okay counsel I'm going to ask for an undertaking with respect to whether there is a written agreement between Ford and Blackberry with respect to the transition of Blackberry employees to Ford or any other agreement for Blackberry to provide engineering services for Ford, including any draft versions of that agreement and if those exist to produce them, both the draft and the final?

65.

MR. STERNBERG: I'll take that under advisement.

236. MR. REINHOLDT: Q. Are you aware who at Blackberry was involved in negotiating the agreement with Ford, if there was an agreement?

MR. STERNBERG: No, I've allowed you to ask a bunch of background questions by way of context but I think frankly some of them already are beyond anything that would be relevant to the issues on the certification motion itself which is what we're dealing with. The last question you just asked falls into that category so I'm refusing it.

MR. REINHOLDT: I'm only asking if she's aware of who was involved in negotiations.

MR. STERNBERG: It's not going to be relevant to anything that has to be decided on the certification motion whether she knows who was involved in negotiating it or not, whatever it was.

MR. REINHOLDT: She refers to the fact that Blackberry agreed to provide engineering services. She also refers to I think an arrangement at one point and I'm asking about the content of her evidence about this arrangement and agreement. I think these are

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entirely fair questions within the scope of the evidence she's provided.

MR. STERNBERG: You have my position on the last question you just asked.

237.

MR. REINHOLDT: Q. Then I'm going to put an undertaking for particulars with respect to who at Blackberry was involved in negotiating the engineering services agreement between Blackberry and Ford, or the ability for Ford to make offers to Blackberry employees?

MR. STERNBERG: That's a refusal.

MR. REINHOLDT: On what basis?

MR. STERNBERG: Relevance to the issues on the certification motion.

MR. REINHOLDT: Okay and our position is that it is entirely relevant. We've also made a claim for bad faith and punitive damages that this was done specifically to avoid paying severance and that this is the basis of that. We think it's entirely relevant. I also think this witness has provided evidence in her affidavit about this agreement and I'm allowed to ask about what's inside her affidavit. I also think it's relevant with respect to whether Blackberry put its best foot forward in the evidence it

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has provided for the certification motion.

238. Q. At what point did you become aware that some Blackberry employees would be receiving offers from Ford?

A. Specifically I'm not sure on the date but in the fall of 2016.

239. Q. I took you earlier in Mr. Parker's affidavit to the coverage about the John Chen announcement. So that's, just so you can go back to it if you want, at tab C of his affidavit. I just want you to look at the date of those articles. You'll see one is September 28. They're both September 28. Do you know if it was before or after this announcement was made that you became aware?

A. I'm not sure.

240. Q. You're not sure? Okay. When you did become aware sometime in the fall, who told you?

A. I believe it was Ralph Pini.

241. Q. Did he do this in writing?

A. No.

242. Q. Over the phone?

A. I believe so.

243. Q. Do you have any notes from that conversation?

A. I'm not sure.

244. Q. Can I have the same undertaking as

68.

before with the other conversation with Mr. Pini to first check whether there are any notes from that conversation and, if so, to produce them?

A. It is possible that our counsel, our legal counsel was also present on those. I can't recall who would have been on the phone call.

MR. REINHOLDT: Okay.

MR. STERNBERG: Under advisement.

245. MR. REINHOLDT: Q. You just mentioned that legal counsel may have been on the phone call. Was there anybody else on the phone call?

A. I'm not sure.

246. Q. You referred to legal counsel there and you referred to it earlier. Both instances is that in house Blackberry counsel or external counsel?

MR. STERNBERG: Don't answer the question. You're not entitled to know which counsel is participating. You're not entitled to know that. It's privileged.

MR. REINHOLDT: Again I think simply having— if it is in house counsel present for management meetings doesn't automatically make those meetings privileged. Their presence does not necessarily make that privileged. I disagree with that position.

247. Q. Would you regularly have phone

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conversations with Mr. Pini through this sort of relevant time period, which I'm just going to refer to as sort of summer 2016 until March 2017, that's the time I'm asking. Would you have regular phone conversations with him?

A. Yes. I was his HR business partner.

248. Q. Daily phone conversations?

A. Sometimes.

249. Q. You'd occasionally take notes of those conversations?

A. If needed.

250. Q. Just so I don't have to ask for a bunch of undertakings, I'd like an undertaking for any notes the witness has about her phone conversations with Mr. Pini during that period of time about the ability for Ford to offer employment to Blackberry employees, or responding to employee questions about the same or staying with Blackberry?

MR. STERNBERG: I'll take it under advisement.

251. MR. REINHOLDT: Q. If you want to turn to paragraph 13 of your affidavit, and that's at page seven if you look at sort of the top right hand corner number.

A. Sorry, page seven and paragraph 13?

252. Q. Yes. It's safe to assume you haven't

70.

spoken with all 299 potential individuals that fit the definition above?

MR. STERNBERG: Sorry, what time period are you asking about?

253. MR. REINHOLDT: Q. Ever. Have you spoken to all 299 individuals?

MR. STERNBERG: Ever? No, that's irrelevant. Whether she spoke to one of them 15 or 20 years ago couldn't be further from relevant. No, it's a refusal.

254. MR. REINHOLDT: Q. In preparing your affidavit did you speak with all 299 of these individuals?

A. No.

255. Q. From the summer of 2016 through to March did you speak to all 299 of these individuals?

MR. STERNBERG: That's also not relevant the way you framed it. Refusal.

MR. REINHOLDT: I think it is relevant. It's an easy answer and it's relevant to...

MR. STERNBERG: Let's not waste time on the record. You've got my refusal.

256. MR. REINHOLDT: Q. The last sentence of this paragraph you say the individual circumstances of each of the 299 employees at issue impacted their individual considerations of their offer from Ford,

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their evaluation of their future with Blackberry and ultimately the weighing of the costs and benefits of leaving Blackberry, correct?

A. That's what my affidavit says, yes.

257. Q. You didn't speak in preparing this affidavit with the 299 individuals to confirm that statement is in fact correct?

A. I didn't speak with every employee in the 299 group.

258. Q. You're speculating in this statement?

A. I guess you could say that. I think it is well known that when people are considering an offer they have individual considerations from person to person in how it may impact them, their family, their future.

259. Q. But you didn't have conversations with the 299 to know specifically which ones were impacting each employee, correct?

A. Correct.

260. Q. 14(e), we've already sort of spoken about that but there's one last question I forgot to ask you about. It's the very last sentence. It says some, referring to the employment contracts, are governed by Nova Scotia law?

A. Yes.

261. Q. Are you aware how many?

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A. Off the top of my head, no.

262. Q. Counsel can I have an undertaking with respect to how many of the proposed class members, their employment contracts would be governed by Nova Scotia law according to this affidavit?

MR. STERNBERG: I'll take that under advisement.

263. MR. REINHOLDT: Q. Were you generally privy to discussions that Blackberry employees were having with Ford representatives?

A. I was not involved in discussions between Ford and employees directly. No I wasn't participating in them.

264. Q. Okay, so you don't know what conversations certain employees were having with Ford about the Ford offers for example?

A. No.

265. Q. Or about what would happen if they stayed with Blackberry if they asked Ford?

A. No.

266. Q. About what they asked about their terms and conditions of employment?

A. Their conversations with Ford were between them and Ford.

267. Q. You have no knowledge of that?

A. No.

73.

268. Q. You don't know who reached out to Ford?

A. I was aware that some employees were seeking further information and we advised them to speak with Ford.

269. Q. Okay but you don't know specifically which ones? Like you don't know that— You don't know every example of an employee reaching out to Ford asking questions?

A. No.

270. Q. Okay. If you look in paragraph 16 about halfway through the paragraph, the fifth line there's a new sentence that starts I also believe.

A. Mm-hmm.

271. Q. So you say I also believe that all project silver employees who received offers from Ford had individual discussions with Ford representatives. So you don't know that all had individual discussions, you just know that some did, correct?

A. My understanding is those that received offers had a conversation with Ford representatives.

272. Q. Well this says discussions, so plural. So you're aware that they had one conversation with Ford?

A. My understanding is that all employees who received an offer had a discussion with Ford. If

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they had follow up conversations via email, in person, what have you, I don't have a, I don't have a list or knowledge of how many discussions people had with Ford.

273. Q. Okay so in this sentence are you only referring then to the time that Ford initially gave them their offer when you say all employees had discussions?

A. Yes, I'm referring to the offers.

MR. REINHOLDT: Okay.

A. But that doesn't mean that they didn't have further individual discussions.

274. Q. But you wouldn't know?

A. I'm aware that some did.

275. Q. But you don't know what the scope of it was?

A. Not unless I've seen it in supplementary emails that support in here.

276. Q. That were given to you, correct?

A. Yes, or that I provided.

277. Q. So you were a party to conversations between Ford and Blackberry employees?

A. No. I am referring to there are— Ford made offers to Blackberry employees. I am aware that those discussions occurred, I'm aware that they either had a phone call or an in person meeting

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following which they may have had other email or face to face meetings or phone calls related to their offers or other pieces of information regarding the Ford arrangement. I don't know the specifics of that.

278. Q. And my question was though, and maybe it wasn't clear, you said that's partly based on the emails you've reviewed that are attached to your affidavit, correct? Your understanding that those conversations were going on between Ford and Blackberry employees?

A. Yes.

279. Q. You wouldn't have produced those emails because you weren't party to those emails, correct?

MR. STERNBERG: Can you just clarify what you mean by produce? I'm lost. Are you asking who wrote the email and received it versus who actually found the email to attach to the affidavit? The word produce, I'm not clear what you're saying.

280. MR. REINHOLDT: Q. Sorry. To be clear, the communications between Blackberry employees and Ford, you only became aware of those through the context of this litigation, correct?

A. Yes.

MR. REINHOLDT: Okay. I need about five

76.

minutes to get sort of through a line and then we'll maybe break.

MR. STERNBERG: Sure, that's fine with me.

281. MR. REINHOLDT: Q. Okay so paragraph 17, in this paragraph you refer to various questions that employees were asking, correct?

A. Correct.

282. Q. You and your HR team would discuss how to answer those questions?

A. From the employees?

MR. REINHOLDT: Yes.

A. Yes.

283. Q. From what I recall from some of the other witnesses' evidence, you had roughly a weekly meeting with your HR team?

A. I have a regular meeting with my team, or I did at the time when they were all a part of my team, yes.

284. Q. And that's really when I'm asking questions I'm referring to, sort of the period of time we defined before. How to respond to employee questions would have been a regular topic of discussion amongst those HR team meetings?

A. It would have been a topic, yes.

285. Q. It came up more than once?

A. Yes.

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286. Q. In subsequent meetings, not just in a single meeting?

A. If new questions arose, then yes.

287. Q. Some employees asked questions about entitlements to severance if they accepted the Ford offer?

A. There were a variety of questions that came in. Depending on the individual and depending on their question, we would answer it. If they asked for a copy of their agreement, of course we would provide it.

288. Q. Okay but I know a variety of questions were asked. What I'm asking is if one of the specific questions that employees asked was whether they'd be entitled to severance as a result of this, correct?

A. I think when you say this...

289. Q. I'm referring to the Blackberry Ford arrangement.

A. So I think your question requires clarification. But whether they would be entitled to severance would be dependent on if they remained a Blackberry employee. And I think we stated several times in my affidavit, as well as in other individual's affidavits, including conversations between Ralph and David Parker directly, that people

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would remain a Blackberry employee and if we could not find a suitable position for them within Blackberry either in mobility solutions or another business unit, we would then if we needed to move ahead with the termination of their employment, they would get what they are entitled to under their employment agreement.

290. Q. So any employee who asked about staying with Blackberry that's the answer they received, correct?

A. Any employee?

291. Q. Who asked, if asked about what would happen if they turned down the Ford offer, that was the answer that you would give?

A. If an employee asked that question then yes, they were told that they would remain a Blackberry employee and we would seek to re-employ them and if we could not then we would look to outside of mobility solutions and only then would we consider if their position was redundant or not.

292. Q. That was the answer that was consistently given to employees who asked that question?

A. Yes. It may have differed in delivery of course...

293. Q. But that was the substance...

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A. ...from person to person.

294. Q. ...of what was given?

A. Yes.

295. Q. Okay. You would have expected your HR team to provide the same answer to employees?

A. Absolutely.

296. Q. You would have expected managers to provide the same answer to employees?

A. Yes.

297. Q. You told them this?

A. Managers who were aware?

298. Q. Yes. To reply to that question that way?

A. Yes. As that is what would happen.

MR. REINHOLDT: Okay.

A. And I think we proved that with the seven people who were able to move into other positions.

299. Q. When you had your regular HR team meetings did you set an agenda?

A. In advance?

MR. REINHOLDT: Yes.

A. At times, yes. Sometimes my teams would request if we could talk about a specific topic, which may or may not have related to project silver.

300. Q. You'd send that by email?

80.

A. Or phone calls. They would ask me if we could talk about it.

301. Q. Did you take notes during your HR team meetings?

A. I think you've already asked that question.

302. Q. I asked about the management meetings, not the HR team meetings.

A. I believe you also asked about the HR meetings. I said that we, I do bring an agenda at times to those meetings and, if needed, I would take notes.

303. Q. Okay. If I haven't already asked for this undertaking, I would like any notes this witness has of the HR team meetings that touch on any aspect of the Ford Blackberry arrangement from summer 2016 through until March 2017?

MR. STERNBERG: Under advisement.

304. MR. REINHOLDT: Q. Were you involved in any discussion about whether or not as a result of this transaction these employees might be entitled to any form of settlement?

MR. STERNBERG: The way you've framed it, don't answer the question based both on relevance to the certification motion and privilege.

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MR. REINHOLDT: When you say on the basis of how it's phrased, what's your concern with the phrasing?

MR. STERNBERG: I can't remember the exact wording but the way you've said it I think it's problematic from both of those perspectives.

MR. REINHOLDT: You can't remember the wording but you're saying it's problematic? What's the concern with the question?

MR. STERNBERG: Counsel you've got my position. You're not going to cross-examine me. If you've got another question go ahead and ask it.

305. MR. REINHOLDT: Q. You would regularly communicate with Nita White-Ivy during that period of time?

A. What period of time? Sorry.

306. Q. Remember when I said the time period I'm asking about just generally in these questions is from about August or the summer of 2016 through to March 2017.

A. Yes, she's my leader.

307. Q. So you would have had regular conversations with her?

A. Yes.

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308. Q. At any point did you have a discussion with her as to whether these employees who accept offers of employment with Ford would be entitled to severance?

MR. STERNBERG: Don't answer the question.

309. MR. REINHOLDT: Q. And I have the same question for Ralph Pini.

MR. STERNBERG: Same refusal.

310. MR. REINHOLDT: Q. We sort of got off the track of this, I was asking about in the HR team meetings before and I was asking about whether or not any employees had asked whether they'd be entitled to severance from Blackberry as a result of taking the Ford offer. Do you remember that question coming from employees as to whether if they accepted the Ford offer they would be entitled to severance from Blackberry?

A. Sorry, could you repeat your question?

311. Q. To your knowledge did any employees ask whether if they accepted the Ford offer they would be entitled to severance from Blackberry?

A. I did not receive that question but I believe members of my team did.

312. Q. And you instructed the team how to answer that question?

A. I believe we've already covered this. I

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provided the answer on how we would respond.

313. Q. You haven't provided an answer on this question and your counsel will object to these questions. You need to just answer them. It will be a lot faster.

MR. STERNBERG: Can you give the question again?

314. MR. REINHOLDT: Q. You instructed your HR team on how to respond to that question?

A. To respond to which question? Sorry.

315. Q. When an employee asked whether they'd be entitled to severance from Blackberry if they accepted the Ford offer, you told me that your team members received that question?

A. Yes. And they would have responded consistently.

316. Q. And you would have discussed the response with them?

A. My team's response to the employee?

317. Q. You had discussions with your team members...

A. On how to handle these questions?

MR. REINHOLDT: Yes.

A. Yes.

318. Q. Okay. So you would have instructed them to answer it consistently?

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A. Yes.

319. Q. You would have instructed them to say that the employee is not entitled to severance if they accept the Ford offer?

A. If an employee asked that question, yes.

320. Q. Did you check with anyone how to answer that question?

A. Yes.

321. Q. Who did you check with?

A. Senior leaders and internal and external counsel.

322. Q. Who are the senior leaders you're referring to?

A. Off the top of my head, I would have to check to confirm. Again I mentioned internal and external counsel, my leader Nita White-Ivy, Ralph Pini, who I supported as his HR business partner and there may have been one or two other senior leaders. I'd have to check to confirm who it was.

323. Q. Did you ask them in writing, the senior leaders? I'm not asking about conversations with legal, I'm asking about conversations with your senior leaders.

MR. STERNBERG: You haven't asked and I don't know as to whether this is a discussion involving all of them or these are separate.

85.

So your question is assuming these were individual separate discussions and I don't know if that's right or not.

MR. REINHOLDT: Right, now my question is completely appropriate and I'm worried you're trying to sort of coach the witness with this.

MR. STERNBERG: There wasn't any coaching there at all.

MR. REINHOLDT: I asked a perfectly fair question. She understands she's not allowed to talk about conversations with legal. You've raised that a few times. I think the interjections aren't helpful.

MR. STERNBERG: What's your question again?

324. MR. REINHOLDT: Q. When you asked senior leaders about how to answer questions about employee severance did you do it in writing? That was my question.

A. Yes.

MR. REINHOLDT: Okay.

A. In writing and over the phone. So any questions that came up we sought guidance on how to handle.

325. Q. I'd like an undertaking for any communications with senior leaders that she defined

86.

about how to answer any employee questions about the Ford offers or staying with Blackberry, as well as what was communicated back from the senior leaders?

MR. STERNBERG: I'll take that under advisement.

326. MR. REINHOLDT: Q. The question about whether an employee would be entitled to severance, that wasn't the only question you went to senior leaders for advice on?

A. Correct. Employees had a variety of questions based on their individual circumstances.

MR. REINHOLDT: Let's pause it there and break for lunch.

OFF THE RECORD - BREAK:

327. MR. REINHOLDT: Q. So I've asked you to pull up paragraph 18 of your own affidavit. You say based on the discussions I had with individual employees and my information from other human resource personnel and managers who each spoke with the individual employees, it seemed obvious that the employees were having these discussions and email exchanges for purposes of considering their own employment situation and ultimately deciding whether or not to accept the Ford offer and leave the employ of Blackberry. The next sentence you say I believe these individual discussions informed each employee's

87.

understanding of his or her own situation including the implications of accepting the job from Ford and what their status and options would be if they chose to decline the offer. So my question about that is are you saying the only factor that employees considered were the individual discussions they were having in deciding whether or not to accept a position with Ford?

A. Sorry, can you repeat that?

328. Q. Is your evidence in this paragraph that the only thing employees would have considered was the individual discussions they were having in determining whether or not to accept employment with Ford?

A. No.

329. Q. So you'll agree with me then that one of things that would have impacted their decision making was the town hall meetings that Blackberry conducted on December 8th and Ford on December 9th?

A. It could have influenced it. I would say that every employee would have interpreted the general communications from those meetings and perhaps for some the reason for their individual meeting was to clarify their personal circumstances.

330. Q. Okay. And you would also agree with me that perhaps the John Chen email, I believe it was

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dated January 6, 2017, that would have also influenced the individual decisions that employees were making?

A. It may have.

331. Q. You don't know what influenced each person individually?

A. Of course not.

332. Q. You're speculating even in this paragraph about what may have, correct?

A. Yes. However, I am aware that based on individual discussions, I know what some people were asking, which I can only assume was part of their decision making process.

333. Q. Okay paragraph 19, in the second sentence you start to say if an individual asked me what would occur if they could not be redeployed I told them that in the event it turned out their position was redundant and Blackberry subsequently needed to lay them off, then you have a bracket which says which we would do everything we could to avoid, in that case they would receive their termination pay entitlement. The part of your evidence that's in a bracket, which we would do everything to avoid, did you say that to these employees at the time?

A. So I had some individual discussions, of course those on my team had more discussions with

89.

employees, and we did tell them and it was— We did mean it. We were doing everything we could...

334. Q. So your evidence is...

A. ...to help

MR. REINHOLDT: Sorry, go ahead.

MR. STERNBERG: Let her finish her please.

MR. REINHOLDT: Yes.

A. We were doing everything we could. If they were not going— If they declined their offer, if they— and they decided not to accept, they would remain a Blackberry employee, as I stated, and we would do everything we could to try to find them a position within mobility solutions and/or Blackberry before deeming whether their position was or was not redundant.

335. Q. Okay so is your evidence then this statement that's in the bracket, you communicated that to employees?

A. I don't recall whether I specifically said these words.

336. Q. You don't know whether or not you would have told employees that you would do everything you could to avoid...

A. I don't recall specific wording that I used in individual discussions but the nature in which we had discussions was that which I've already

90.

told you.

337. Q. But I'm asking specifically about this statement. I'm not asking about the other discussions...

A. And I've just told you that I don't recall if I said those specific words.

338. Q. Okay. Did you ever communicate to employees in writing that Blackberry would do everything to avoid them being laid off?

A. I don't recall.

339. Q. You had employees approach you asking about whether or not to stay at Blackberry? Not just your HR team, you specifically?

A. Sorry?

340. Q. Did any employees approach you specifically to ask about staying with Blackberry?

A. Yes.

341. Q. How many?

A. A handful. Maybe ten.

342. Q. Ten? Okay. Do you remember the names of those individuals?

A. I don't have a list of all ten. That's an estimate. I can recall some specific conversations.

343. Q. Okay, with you?

A. One of them would be with Dao Van, who I

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note in my affidavit, who was successfully— although declined her offer from Ford, remains a Blackberry employee today.

344. Q. And you didn't tell her where she would be working within Blackberry when she declined the Ford offer, correct?

A. She had discussions with her leader and other leaders about potential opportunities within the organization.

345. Q. But I'm asking you a yes or no question.
MR. STERNBERG: Hold on, she just gave you an answer.

MR. REINHOLDT: I'm trying to rephrase my question so the witness understood what I was asking.

MR. STERNBERG: You can ask the questions you want, you can't tell the witness how to answer. You just got an answer to your question that was perfectly responsive.

346. MR. REINHOLDT: Q. I'm asking about the timing at which she knew where she would be going with Blackberry after she declined the Ford offer. It wasn't until after she declined the Ford offer that Blackberry told her where within Blackberry she would be working, correct?

A. She had conversations before making her

92.

decision. It is my understanding that she had those conversations with her leader and myself about potential opportunities.

347. Q. So potential opportunities, not a specific opportunity or role that she would be moved into?

A. I don't know the discussions that her and her leader specifically had and the nature in which a position was confirmed.

348. Q. And you don't know when her position was confirmed?

A. Well I know that when she ultimately declined the offer we had a position for her in which she's still in today.

349. Q. At the time she declined the offer she had that position?

A. She moved into that position.

350. Q. When she declined the offer or later?

A. I don't recall the specific date.

351. Q. If you want to turn up exhibit NN of your affidavit. This is your email exchange with Dao Van?

A. Mm-hmm.

352. Q. So you see on January 24th she sends an email to aandree@ford. Do you know who aandree is, what that email address would be?

93.

A. Yes.

353. Q. Who?

A. Alyssa Andree.

354. Q. That's a Ford HR representative?

A. Yes.

MR. REINHOLDT: Okay.

A. At least at the time.

355. Q. At the time it was a Ford HR
representative?

A. Mm-hmm.

356. Q. You'll agree with me in this email she's
informing them that she's decided to stay with
Blackberry?

A. Yes.

357. Q. And then she forwards that email to you
about a minute after she notified Ford, correct?

A. Yes.

358. Q. Above it you respond later that day if
there are any SW licensing roles or roles within
Blackberry that you're interested in please let us
know. Also it would be beneficial for you to speak
with Chris. So looking at this email exchange now
you'll agree with me that at the time she deployed
the client the Ford offer Blackberry did not know
what position she would be going into, correct?

A. We did not know 100 percent what role

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she'd be moving into but, at the same time, I know there were discussions prior to that.

359. Q. But in your email it says either (1) software licensing roles, (2) other roles within Blackberry and then (3) also telling her to speak with Chris. So there was no certainty at this time where this employee would be working, correct?

A. Correct.

360. Q. And then in the next email, so this was the next day at about 4:07 we see her emailing you to say after discussion with Chris he said that he and his team are looking at a role to fill me in. He will keep me posted in the next two weeks. Thanks. So at this point she still doesn't have a role, correct?

A. If my recollection is correct she was still working on project silver and it was just determining what she would be working on next once her work wrapped up with project silver.

361. Q. Exactly. There was no certainty as to whether she'd be working after turning down the Ford role?

A. What project she'd be working on, no.

362. Q. And she'd find out sometime maybe within the two weeks whether or not she'd be working with Chris? Is that what you understood her to say?

95.

A. Chris was her leader. Her manager.

363. Q. Okay. So within the next two weeks Chris would be telling her where she would be working?

A. I think it's safe to assume that. And knowing what happened, I think that's what happened. I don't know if it was in a two week period but ultimately she remained with Blackberry.

364. Q. Okay. So let's go back to paragraph 19. So I was asking you the names of employees who had asked about staying with Blackberry. Who had specifically asked you about staying with Blackberry and you said there was a handful and then you said Dao was one of the employees? Is that how it's pronounced?

A. Dao.

365. Q. Do you remember the names of any other employees who asked you about staying with Blackberry prior to accepting the Ford offer? I don't know that there's anything in your affidavit about that.

MR. STERNBERG: Counsel the witness can look at whatever she wants to look at in her affidavit as you know. And there is various sections to it and attachments to it. She can look at whatever she wants to to answer your question.

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A. I don't recall any other specific names but of course myself and my team did have conversations with employees.

366. Q. So you had conversations, you yourself has a conversation with a handful of employees, you can only remember the one name but there were others?

A. At this time, yes.

367. Q. And when those employees asked about staying with Blackberry you would have said what is set out in paragraph 19? That would have been your response to them? Maybe not word for word but that would be the general message?

A. So if an employee asked me or asked a member of my team, I would tell them that they would remain a Blackberry employee and we would look to find them a position within mobility solutions or another business unit within Blackberry.

368. Q. And if one couldn't be found that they'd be entitled to severance?

A. If one couldn't be found then they would get their entitlements under their employment agreement.

369. Q. When you're having these conversations with individuals did you ever send them specific job postings that were available within Blackberry?

A. I don't recall if I sent them specific

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job postings but we told employees and I told employees about, to check our internal job board in case there was anything that they saw that was particularly of interest.

370. Q. Okay. Did you...

A. So they were available- They were- I mean they're always posted for employees.

371. Q. Would you go look at the internal job board when an employee had a question for you about staying with Blackberry?

A. Yes, sure. I, it's something that's available to everyone. Now in every instance of an employee asking that question, I don't know if I checked every single time but I know, for example, Amber had checked job postings for a couple of individuals.

372. Q. I'm not asking about Amber, I'm asking about what you did right now. So when an employee asked you about staying with Blackberry did you ever provide them internal job postings? You said no. The other thing I'm asking is did you look at what was...

A. I said I don't recall.

373. Q. You don't recall, I apologize. Did you ever go and look to see whether there was an internal posting that would fit that employee's particular

98.

role or skill set?

A. I don't recall.

374. Q. You don't recall ever doing that? Okay.

A. I don't recall if I did or I did not.

MR. REINHOLDT: Okay.

A. The majority of the conversations that were held were with my team, which supported the majority of the employees.

375. Q. Paragraph 20, do you want to just give that paragraph a read. So my question is you say you disagree with Mr. Parker's assertion that employees felt they had no choice to accept. That's your perception of these conversations or how these employees felt, correct?

A. Sorry, could you rephrase that?

376. Q. You say you disagree with his assertions regarding other employees based on your discussions with those employees. And his assertion, just to be clear, is that they felt they had no choice but to accept the offer from Ford. So my question is your evidence in this paragraph, this is your perception of how employees felt, correct?

A. And based on knowledge of what my team had relayed to me and the individual discussions that I had.

377. Q. So it's based on your third party

99.

knowledge of what team members told you, as well as your perception of the conversations you had with employees, correct?

A. Correct.

378. Q. Okay paragraphs 22 through 25 refers to the December 8th and 9th town hall meetings. Were you involved in planning these meetings?

A. It depends on what you mean.

379. Q. Did you have a role in planning these meetings? Maybe just tell me what was your role in planning these meetings?

A. I was aware that the meetings were occurring and I believe I saw a draft version of the slides that were used in both meetings.

380. Q. Okay. Were you involved in determining what messaging would be given at, let's start with the December 8th meeting?

A. I mean it was primarily the directive of Ralph Pini, who was leading the meeting. I of course would support if he needed information or anything from me for his meeting but that's no different than any other meeting as his HR business partner.

381. Q. Okay but you supported him but in your supporting role of him did you assist or provide any input into what messaging would be delivered to employees at this meeting?

100.

MR. STERNBERG: Counsel I'm going to— I'll invite you if you want to indicate how you say this is relevant to what's going to be decided on the certification motion. What was communicated to employees in a meeting is a different topic. Now you're asking about the preparation of it. So you've lost me frankly on the relevance to the certification motion. I can give you a refusal and you can move on or if you want to tell me how you say this is relevant to what the court is going to have to decide on the certification motion, I'm prepared to consider it.

MR. REINHOLDT: This was a meeting to communicate with a large majority of the proposed class members and I'm asking, I'm trying to determine what knowledge this witness has of it. And if she was involved I think I'm entitled to ask what the involvement was in planning this. If she wasn't then that's her answer. This is entirely fair. Every single one of your witnesses has produced evidence on these meetings. I'm trying to ask about the planning of it.

MR. STERNBERG: Okay so that's a refusal. I

101.

hear you, it's a refusal. What was actually conveyed to employees, what was discussed at the meeting, you're allowed to ask questions on that and you have. What was talked about— Anyway the planning of what was maybe going to be said or not I think is irrelevant. It's likely irrelevant on the merits and I certainly think it's irrelevant and I'm limiting your questions to the issues the court is going to have to decide on the motion.

MR. STERNBERG: I disagree. You know what our position is about the planning. I think we've raised this concern before. I don't think I want to raise the concern in front of the witness.

MR. STERNBERG: Okay, fair enough. Anyway you've got the position and we can deal with it down the road if need be.

MR. REINHOLDT: I'm not putting the full objection just so we don't need to have the witness— Sorry, not objection but my response to you just because I don't want to say it in front of the witness.

MR. STERNBERG: That's fine.

382.

MR. REINHOLDT: Q. Can I have an undertaking

102.

for both the slides from the December 8th meeting and...

MR. STERNBERG: You're asking about the slides used at the December 8th meeting?

MR. REINHOLDT: Yes. That will be the first undertaking.

MR. STERNBERG: We'll take that under advisement.

383. MR. REINHOLDT: Q. Can I have a second undertaking for the drafts of the slides?

MR. STERNBERG: Also under advisement.

384. MR. REINHOLDT: Q. Did you and Mr. Pini have any email communications before the meeting about what would be communicated to employees?

MR. STERNBERG: Same basis for refusal I just gave you.

385. MR. REINHOLDT: Q. I'm also going to ask for an undertaking, subject to your refusal, for any email communications between her and Mr. Pini planning this meeting and any other communications.

MR. STERNBERG: What do you mean any other communications? What are you asking about?

MR. REINHOLDT: Memos, reports, notes, instant messenger.

MR. STERNBERG: You're just asking for all forms of written communication?

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MR. REINHOLDT: When I say written communications, that's broader.

MR. STERNBERG: Under advisement.

386. MR. REINHOLDT: Q. Was the December 8th meeting recorded?

A. I don't believe so.

387. Q. It was telecast to multiple Blackberry offices though, correct?

A. Yeah, I believe there was a video comp-like a video conference and then also, like, a dial in.

388. Q. Can I have an undertaking to check whether it was recorded? She said she wasn't sure.

A. I said I don't believe it was.

389. Q. She said I don't believe it was, which is also not a definitive answer. So can I have an undertaking to check if it was recorded and, if so, to provide a copy of the recording?

MR. STERNBERG: Under advisement.

390. MR. REINHOLDT: Q. There was also a December 9th town hall meeting, correct?

A. Correct.

391. Q. And that was primarily Ford communicating information at that meeting?

A. Correct.

392. Q. Blackberry had some part but it was

104.

mostly Ford?

A. Correct.

393. Q. Were you involved in planning that meeting?

MR. STERNBERG: Don't answer that question. Same basis that we've just discussed. Same basis for the refusal.

MR. REINHOLDT: I'm trying to find out whether this witness has any documents relevant to the second meeting. It's an entirely fair question and again she's...

MR. STERNBERG: Planning is a completely separate topic from what was actually conveyed to employees at the meeting and by who. So planning...

MR. REINHOLDT: And I'm trying to figure out what information this employee can tell me about what was communicated and why it was communicated.

MR. STERNBERG: Well that's a different question.

MR. REINHOLDT: It is.

MR. STERNBERG: The question you just asked is— Well you can ask— Anyway, the question you just asked is refused.

MR. REINHOLDT: Again, this question is

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leading towards it. If I jump into that the witness isn't going to understand the context of the question I'm asking. I'm allowed to work toward a question especially when I'm telling you that the ultimate question is entirely relevant.

MR. STERNBERG: You can give her whatever context you want for your question so she understands it.

394. MR. REINHOLDT: Q. Okay. Prior to the December 9th meeting did you know what Ford would be communicating to Blackberry employees?

A. I had a high level of understanding of what they may cover.

395. Q. Okay. How were you aware at a high level of what they would cover?

A. Conversations with Ralph Pini primarily.

396. Q. Did you review any of— So first of all did Ford have a slide deck in the December 9th meeting?

A. Yes.

397. Q. Did you review the Ford slides before they were presented to Blackberry employees?

A. I saw a version of them, yes. I don't know if I saw the final version before they went up.

398. Q. But you saw a draft version?

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A. Yeah. I didn't provide input on them. I believe— Yeah, I just, I saw a draft version of them.

399. Q. Okay. Would you have been communicating with Chuck Monastra about these meetings?

A. Yes.

400. Q. Was it he who provided you a draft version?

A. No. I believe I received the draft from Ralph.

401. Q. Did you communicate with Chuck via email?

A. Yes.

402. Q. Did you provide any input into what would be communicated to employees at the December 9th meeting?

A. No.

403. Q. To your knowledge did Mr. Pini?

A. To my knowledge, I'm not sure.

404. Q. You don't know?

A. I don't know what he provided.

405. Q. Okay. I mentioned Chuck Monastra. Is he the Vice President for HR for Ford Canada?

A. I'm not sure what his official position is.

406. Q. Were you in communication from the

107.

summer of 2016 through to March 2017 with other representatives from Ford?

A. Yes.

407. Q. Okay. Would that have been other HR individuals?

A. Yes.

408. Q. Who?

A. Chuck Monastra, Alyssa Andree, Steve Majer, Ron Cook. There's one more lady in the U.S. I can't recall her name, sorry.

409. Q. Can I just have an undertaking for the witness to check afterwards the name of the last Ford rep?

A. It was in the U.S. so I don't know if it's relevant.

MR. STERNBERG: I don't know the relevance either. I'm going to take it under advisement.

A. The Canadian ones were the ones, so Ron, Alyssa, Steve.

410. Q. And was Chuck also Canadian?

A. No, he was U.S.

411. Q. He was U.S.?

A. Yeah.

412. Q. But he was a part of sort of discussing, he was involved in discussions with respect to what

108.

to do with Canadian employees in the Ford Blackberry arrangement?

A. Yeah, I believe he had involvement in that.

413. Q. Okay. I asked you about whether or not you had communications with Monastra about the December 9th meeting. Did you have communications with anyone else from Ford with respect to the December 9th meeting prior to it occurring?

A. I don't recall.

414. Q. You don't recall? Okay. Can I have an undertaking to check what communications this witness had with Ford individuals about the December 9th meeting prior to it occurring, as well as to produce those communications?

MR. STERNBERG: Written?

MR. REINHOLDT: Yes, written communications.

A. I don't believe I had any discussions with anyone but.

MR. STERNBERG: Under advisement.

415. MR. REINHOLDT: Q. Similarly I'd like an undertaking for the slide deck that Ford used during that presentation to Blackberry employees, as well as drafts that were shared with Blackberry representatives?

MR. STERNBERG: Under advisement.

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416. MR. REINHOLDT: Q. You attended both the December 8th and the December 9th meeting?

A. Yes.

417. Q. Did you take notes during the meeting?

A. I don't believe so.

418. Q. Paragraph 23 of your affidavit, you're talking about the Ford meeting, the December 9th meeting, and you say you remember the words offers and opportunity being used. Is that by Ford representatives?

A. Yes.

419. Q. And that would be the Ford representative who was presenting to the Blackberry group?

A. Yes.

420. Q. Back to the December 8th meeting. Paragraph 22 the last sentence, sorry the second last sentence and last sentence, you're talking about what Mr. Pini communicated. He described in general the ongoing shift and focus toward software licensing. Part of his presentation included discussion about project silver engineering services for Ford. So you've referred here again to ongoing shift and focus toward software licensing. You talked about that earlier in your evidence. Is this what you're referring to, he spoke about the same shift we were

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asking about earlier, including the John Chen messaging in September?

A. Yes it's consistent.

421. Q. Okay. Paragraph 25 of your affidavit, you say from what you observed employees' reactions generally seemed positive. They seemed excited to work on the new technology and Ford is an established and stable leader in the automotive sector. So your evidence here with respect to the employees' reactions, that was your perception of their reactions, correct?

A. Yes.

422. Q. In the December 8th meeting were employees told that they would be receiving offers from Ford?

A. I don't recall it being discussed there. I think primarily the discussion was engineering services. I don't recall the discussion around offers or opportunities there.

MR. REINHOLDT: Okay.

A. The meeting itself wasn't just with the group of project silver, it was all of mobility solutions.

MR. REINHOLDT: Okay.

A. So it was a general update regarding our business unit and where it was headed and I think I

111.

refer later in my affidavit about multiple partnerships and the direction of the business.

423. Q. And that they would no longer be producing the handset devices?

A. That was the focus primarily and then what we would be focusing on in the future.

424. Q. So the first day they're told that we're going to be stopping production of, or commenting on the fact that Blackberry would be stopping production of the handheld devices and then the next day they're told they're going to get offers from Ford?

A. Yeah.

425. Q. You'll agree with me that could explain why they're excited?

A. Who was excited about what?

426. Q. The employees. In your evidence you say the employees seemed excited. If one day you're told we're stopping producing this and then the next day you're told there might be offers coming to you, that might be why they're excited?

A. I think the partnerships themselves were exciting. I think what Ford presented at their meeting regarding their technology and what they had coming up from a project perspective, I think it was pretty exciting.

427. Q. So you say you think that's what the

112.

employees— But you don't know that's why the employees were excited, you just think that's why they were excited?

A. They seemed to be excited, yes.

428. Q. Paragraph 28, you start with during that period, I assume you're referring back to paragraph 27 which would have started, you know, after the December 9th meeting?

A. Sorry, 25?

429. Q. No, sorry, go to paragraph 28.

A. Oh 28. Yes?

430. Q. You start that sentence during that period, I assume referring to paragraph 27?

A. Yes.

431. Q. When you say during that period are you just referring roughly to the period immediately after the December 9th meeting?

A. Yes.

432. Q. So sometime until early January, is that fair to say?

A. I don't know of a specific date. I mean the questions were fairly ongoing.

433. Q. But in paragraph 28 you say during that period and I guess my question is what's the threshold of that period you're talking about when you're giving evidence?

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A. So I believe that the period is from when they learned of obviously our December 8th meeting and then the information they learned at the December 9th meeting. And then a short period of time after that.

434. Q. Being how long?

A. Probably until they received their offer, which would have been in January.

435. Q. Okay, it's your evidence though. So is that the range that you're narrowing it to? You said probably but this is your evidence so what period of time are you talking about here?

A. I don't recall a specific date. I'm saying it happened after December 8th and 9th and the individual discussions, like I said, continued. It continued. They continued until they left Blackberry's employment.

436. Q. Okay so you're not entirely sure specifically what you were referring to in paragraph 28 when you said during that period?

MR. STERNBERG: I think she's just given you a couple answers.

MR. REINHOLDT: She's given me up until the point that they went over to Ford, which reading this I don't think is what the evidence is saying and I'm asking what this

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period of time is.

MR. STERNBERG: You're just asking about this one paragraph or are you asking about...

MR. REINHOLDT: I'm asking about specifically when it says during that period what does the word period mean. We know it starts on December 9th, I'm asking what the end of that period is.

MR. STERNBERG: That's just being referred to in this paragraph?

MR. REINHOLDT: Yes.

MR. STERNBERG: Because there's other...

MR. REINHOLDT: Yes.

A. I would say it was the balance of
December.

437. Q. Okay. You're not sure though?

A. I just...

MR. STERNBERG: Don't answer it again. You've got a refusal on that. You can move...

MR. REINHOLDT: It's fair for me to ask for a specific answer on this witness's evidence.

MR. STERNBERG: I've just allowed you to ask it three times and you've got an answer so don't ask it again. I don't know why you keep saying you're not sure. She just gave

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you an answer.

MR. REINHOLDT: None of those answers seemed at all confident in the time is my position. Anyway I'll move on.

438. Q. In paragraph 28— I'm sorry. I think I've already asked you this. When you say employees asked questions in individual discussions, these would have been questions both to yourself and your HR team?

A. Yes. They may have also included conversations with their leaders. I don't know the extent to which employees had individual discussions.

439. Q. And to the extent that employees were asking the same questions, you would have expected your HR team managers to provide the same answer to these questions?

A. If two employees, for example, asked the same question then yes, we would answer consistently.

440. Q. So for example, if they asked about their terms and conditions with Ford, the answer would consistently be go talk to Ford?

A. Yes. We were not involved in the terms and conditions of Ford's offers.

441. Q. And you understood at the time that when employees were communicating with the HR team, yourself or managers that they would then be going

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off and having individual discussions amongst themselves about the answers they were receiving?

A. Yes they could.

442. Q. And for example, if you look at paragraph 31 we have an example of Dev Jugdeo and you said he emailed Ford representatives on his own and colleagues' behalf to assist Ford in better understanding the project manager at Blackberry and how it fits Ford's needs. So you understood that employees were asking questions in groups at times?

A. From what I understand, Dev asked on behalf of a group of employees, not a group of employees approaching. But it is possible that employees asked in groups, yes.

443. Q. And sometimes groups of them would go up to their direct report or their manager to ask a large number of questions so that the manager could respond to all of them at once?

A. In some cases, yes.

444. Q. My last question about paragraph 31, Dev Jugdeo his exhibit C to your affidavit, I don't see you anywhere in this exhibit. You were never sent this email at the time?

A. No I don't believe I received a copy.

445. Q. You only saw this email in the context of preparing your affidavit?

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A. Yes.

446. Q. You never had any conversations with Dev about this email?

A. No, I don't believe I did.

447. Q. Okay. Okay, moving to the next section of your affidavit where you talk about manager transfers. So it starts at paragraph 32 of your affidavit. There's 15 managers who received offers from Ford earlier than other employees, correct?

A. Yes.

448. Q. When did you become aware that those managers would be receiving offers? And when I'm referring to managers for this line of questioning I'm referring to these 15 just so we're clear for the record.

A. I'm not 100 percent sure on timing on when I found out that they would be receiving offers early.

449. Q. Did you know before they received offers that they would be receiving offers from Ford?

A. Yes.

450. Q. Would you have known as early as the summer?

A. No.

451. Q. Do you remember roughly how long before they received the offers you would have become aware?

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Was it a matter of days, weeks, months?

A. I'm not sure. Sorry.

452. Q. You don't remember? Ralph Pini would have told you?

A. Yes, I believe he was the one who informed me.

453. Q. Do you remember how he informed you?

A. No.

454. Q. To your knowledge did the managers know they'd be receiving offers before they received the formal offer they got from Ford?

A. I don't know if they knew concretely.

455. Q. They might have had vague notions they would?

A. Possibly.

456. Q. Did you have any discussions with Ford representatives about the managers' terms and conditions of employment before they received offers from Ford?

A. I was not involved in Ford's offers in terms of what employees would get.

457. Q. Did managers approach you asking questions about the offers prior to accepting them?

MR. STERNBERG: You're still talking about these 15?

MR. REINHOLDT: When I say managers, these

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15 managers. That's why I said I'm defining manager as these 15 just to be clear for now.

A. There were some individual discussions, yes.

458. Q. Did managers raise any concerns about losing their years of service with Blackberry?

A. I believe it was a factor in their decision.

MR. REINHOLDT: Okay.

A. But a concern that I really had no control over.

459. Q. What do you mean you had no control over?

A. I didn't make the offer.

460. Q. Did you have to consult with anyone to provide an answer to that question?

A. To which question?

461. Q. Whether the managers would lose their years of service. Or managers expressing concern about losing their years of service, did you consult with anyone to provide answers to managers?

A. So I think we talked about it earlier in terms of how to handle questions and so I had already had guidance on how to handle those conversations.

462. Q. I know you'd had guidance on it and you'd spoken to the management group but I'm asking

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specifically about this question. Did you seek guidance with respect to how to answer this specific question when a manager asked you?

A. I don't believe I had to seek additional guidance. I already had the answer.

463. Q. That the service wouldn't transfer over? That was the answer?

A. If they accepted they were accepting new employment.

464. Q. And would not carry over service?

A. It was up to Ford how they wanted to handle their new employee.

465. Q. I know it was up to Ford but the answer was that the employees would not carry- the managers would not carry over their service if they accepted the offer with Ford, correct?

A. I told them they needed to speak with Ford regarding their offers and if Ford wanted to carry over any part of their existing conditions as a part of Blackberry, that would be up to Ford.

466. Q. Okay. Of the 15 managers did any of them reach out to you by email asking questions about the Ford offers?

A. I don't recall if they were emails or if they had discussions.

467. Q. Would you have taken notes of any

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conversations you had with managers when they were asking these types of questions?

A. It's possible. I don't recall taking any though.

468. Q. Can I have an undertaking for the witness to check whether there are any notes or communications between her and managers, managers being the 15 we referred to, asking about the Ford offers or remaining with Blackberry prior to them accepting the Ford offer?

A. I should clarify that they, you know, like any other individual employee, if they asked the question if they would remain a Blackberry employee, the answer is yes and we would look at other positions that may be comparable. If they asked that question.

MR. STERNBERG: To your request, I'm taking it under advisement.

469. MR. REINHOLDT: Q. And to what you just said, which is the same answer you gave employees who asked?

A. Yes.

470. Q. It was the same answer you expected the HR team to give to employees who asked that question?

A. For employees who asked these questions, yes, we consistently told them they would remain a

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Blackberry employee.

471. Q. It was important that that was provided consistently to employees?

A. Yes.

472. Q. In your affidavit at paragraph 35 you say that you're aware from emails you've seen and discussions with some of the managers that managers were able to negotiate their offers with Ford in some form. To your knowledge, outside of the 15 managers were employees able to negotiate their offers?

MR. STERNBERG: Again for the record, when you say the 15 managers you're only talking about the 15 managers who received them in December?

473. MR. REINHOLDT: Q. Yes, the 15 that— Because I think that's what she's referring to in paragraph 35. She says she's aware that they were able to negotiate their offers with Ford in some form and my question is excluding them...

A. Excluding the 15 managers?

474. Q. Yes. Do you know of other Blackberry employees who successfully negotiated the terms and conditions of employment with Ford?

A. So I think you'll see in exhibit U an example of an employee negotiating their offer. So yes, employees were negotiating their offers.

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475. Q. What I asked you was whether they successfully negotiated. So whether they improved their terms and conditions of employment. You'll agree with me that at exhibit U we see the employee asking a question of the Ford representative. We don't see any response.

A. There's no response included in this exhibit, no. And the terms and conditions of Ford's offers were confidential.

476. Q. So you don't know whether they successfully negotiated an improvement to their terms and conditions of employment?

A. Not definitively.

477. Q. Not at all right? Because they were confidential. Sorry, can you say yes and not just nod?

A. Yes.

478. Q. Thank you. Exhibit H, and this is actually more for your counsel than for you, we see an email from Vilok and it says that there's an attachment to that email and there's no attachment provided in the exhibit. I'd like an undertaking for that attachment?

MR. STERNBERG: I'll take that under advisement.

479. MR. REINHOLDT: Q. Okay so if you look at

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exhibit G— First of all paragraph 36, 37 you refer to exhibits G and H as the communications that Vilok was having? So these are the two attachments that you're referring to in paragraphs 36 and 37, correct?

A. Yes.

480. Q. I've reviewed and I don't see you as a party to any of these emails. You'll agree with me?

A. Correct.

481. Q. You only saw these emails for the first time when you were preparing your affidavit?

A. Correct.

482. Q. Did you speak with Vilok Kusumakar in preparing your affidavit?

A. No.

483. Q. And you wouldn't have spoken to him at the time about the questions and discussions he was having with Ford because you said that was confidential, correct?

A. If he did ask me any questions I would have redirected him to Ford personnel.

MR. REINHOLDT: Okay.

A. I was in regular contact with Vilok obviously throughout this.

484. Q. But with respect to him negotiating his terms and conditions, you have no idea what they discussed, other than what's contained in those

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emails?

A. Other than what I can see in these emails, no.

485. Q. So really this evidence is just you summarizing what you see in these emails?

A. Correct.

486. Q. The next two paragraphs you refer to Mr. Martin. So you've had a chance to review them. Now you'll agree with again that you weren't a party to any of these communications at exhibits I and J?

A. No I was not on these emails.

487. Q. So the evidence that you describe in paragraph 38 and 39 that's just based on you having read these two emails?

A. Correct.

488. Q. Paragraph 39, the quote in the second last sentence, the offer that Chuck made was better than I expected and your advice helped seal the deal. Looking back I'm a little surprised how fixated I was on severance and job security. I have gone through the record and I cannot find that quote in either exhibit. Counsel can I have an undertaking for you to check for that email or where that quote comes from and provide us a copy?

MR. STERNBERG: I will undertake to make the inquiry to try and find it. Assuming what

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you've just said is right, that it wasn't contained in exhibits I and J, we'll give you an undertaking to make the inquiry to locate what email it came from. And without knowing exactly what that email was or who it was to, for now I will take under advisement whether we will produce it to you but we'll take it a step at a time and see if we're able to locate it if it's not contained in the exhibits that are already attached.

489. MR. REINHOLDT: Q. Okay, thank you. And then we have Rob Maurice at paragraph 40 and his one exhibit, which is exhibit K. And again, my question is going to be the same. You weren't a party to this email?

A. No I'm not on the list.

490. Q. You only saw this email in the context of preparing your affidavit?

A. Correct.

491. Q. And you didn't speak with Rob Maurice about this email at any point?

A. Not that I recall.

492. Q. Is there a chance you spoke to him in preparing your affidavit about that email?

A. In preparing my affidavit, no.

493. Q. Counsel I'd like an undertaking with

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respect to three managers, so Mr. Martin, Mr. Maurice and Mr. Kusumakar to produce any other emails or communications on their internal Blackberry email about the Ford offer?

MR. STERNBERG: Under advisement.

494. MR. REINHOLDT: Q. After these 15 managers accepted employment with Ford in or around December 2016, they continued to communicate with Blackberry employees about the Ford offers that they would subsequently receive in January, correct?

A. Correct.

495. Q. Okay and just back up, sorry, to paragraph 34. You say as a result of email searches done during this litigation I have now reviewed various subsequent email exchanges between the managers referred to below using the Blackberry email address and Ford's in respect to these offers which took place over their Blackberry email account. And then you point to exhibits D to F. When you're just saying what you reviewed is it only D to F or are there other materials that you're referring to?

A. D to F.

496. Q. If you can turn to paragraph 42. This is with respect to the January 6 email that John Chen sent and then a copy of that email is contained at exhibit E.

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MR. STERNBERG: Exhibit E to the Parker Affidavit?

497. MR. REINHOLDT: Q. To the Parker affidavit, I apologize. Prior to this email being sent were you aware that it would be going out?

A. I believe I under- I believe I was aware that an email was coming from John, yes.

498. Q. Were you involved in drafting this email?

A. No. Not that I recall.

499. Q. Did you review any drafts of the email?

A. I don't believe I saw a copy of any, no.

500. Q. How were you aware it would be coming out?

A. I believe Ralph Pini told me that an email would be coming.

501. Q. You weren't involved though in the decision to send this email?

A. No.

502. Q. Are you aware why it was sent?

A. No.

503. Q. You understood that it would be sent to all mobility solution employees, or at least you understand now that it was sent to all mobility solution employees?

A. Based on what I can see. It says it's

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being sent to all mobility solution employees, yes.
At that time.

504. Q. In the first, or the second paragraph, where it talks about Blackberry has been on a pivot and he eventually talks about the emotional decision to outsource hardware design and development. Did you understand this to mean the shift in focus that you gave evidence on earlier?

A. In part, yes.

505. Q. In your own affidavit at tab N, so we see the John Chen email at the bottom that we just referred to? Sorry, you have to say yes.

A. Was that a question?

506. Q. Yes it was. We see the John Chen email at the bottom of this email exchange?

A. I do see the email, yes.

507. Q. And then above we see an email from Leonard Lehrer?

A. Yeah.

508. Q. You're not included on the exchange but do you know GSTE - Test Managers, who would be part of that email group?

A. Leonard's team.

509. Q. It would be Leonard's team? How many employees would be on Leonard's team?

A. Off the top of my head I'm not sure.

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510. Q. Roughly how many employees would have been on Leonard's team at the time he sent this email?

A. I don't know.

511. Q. Ballpark estimate?

A. I don't know.

512. Q. You have absolutely no idea?

A. No.

513. Q. Okay. Can I have an undertaking to find out how large Mr. Lehrer's team is?

A. Specifically it's his GSTE test managers. I don't know if that is a custom distribution list with only managers or all those involved in testing. But based on what I can see here, it's part of Leonard's team.

514. Q. You didn't look that up before you swore your affidavit, who this email was sent to?

A. A specific list of employees, no.

MR. STERNBERG: Are you still asking how many were on his team or asking in particular about the test managers to whom this email was sent?

MR. REINHOLDT: To who this email was sent and the team. The witness didn't know how large the team was.

MR. STERNBERG: I'll take that under

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advisement.

515. MR. REINHOLDT: Q. You attached this email to your affidavit. Did you speak with Mr. Lehrer prior to swearing the affidavit about this email?

A. No.

516. Q. So when he says for anyone on silver who is uncertain about taking the Ford opportunity I suggest they consider the email below very carefully. You don't know what he meant by that statement?

A. No.

517. Q. But this email would have been sent to people who reported to him, or at least that's your understanding?

A. Correct.

518. Q. Okay so paragraph 43, we're sort of now moving forward into a new time period I think when you're in this evidence. January 6th moving forward.

MR. STERNBERG: Counsel we've been going an hour and a quarter without a break. It's 3:15, if you're going into a new area do you want to take a little break now? The afternoon break.

A. Sure.

OFF THE RECORD - BREAK:

519. MR. REINHOLDT: Q. So before we broke I asked you to turn to paragraph 43 and I was saying

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your evidence starting at paragraph 43 and continuing through to about 48 is referring to the period of time after Mr. Chen's email on January 6.

A. Sorry, you said 43 to?

520. Q. It looks, based on the headings in your affidavit, from 43 through to 47. I'm basically just trying to situate things for both yourself and the record that this evidence seems to be with respect to conversations you were having after January 6?

A. It looks like the majority of them were on the 6th.

MR. REINHOLDT: Okay.

A. Or continued into January the 6th in some cases.

521. Q. During this period of time you continued to have HR team meetings?

A. Yes.

522. Q. And in those meetings you would discuss how to respond to employee questions about the Ford offers?

A. If there were new questions that came up that we didn't already have answers to then I would collect the questions and seek an answer from my leader if needed.

523. Q. And that's Nita? Just to be clear.

A. Correct.

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524. Q. Exhibit L. So maybe just for fairness first of all look at paragraph 44 before I turn you there. That's where you refer to exhibit L.

A. Sorry, can you repeat the question?

525. Q. Well first I was just asking you to review...

A. Yep, I'm good.

526. Q. ...your affidavit before I asked you a question. I hadn't asked you a question yet. First who is Joey Benedek?

A. Joey Benedek is our senior director. I'm not sure what his title was at the time but essentially software project management. He was one of the direct reports to Chris House, who is our global head of software and known to be one of the main leaders who was staying with Blackberry supporting software solutions.

527. Q. So he is, just to be clear, he is still currently with Blackberry?

A. Yes.

528. Q. And then who is Martin Cietwierkowski? The spelling is C-I-E-T-W-I-E-R-K-O-W-S-K-I.

A. I believe he was a senior applications software developer. I think I have it in my affidavit. Yep, a senior applications software developer.

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529. Q. Okay. In or around this time did you have any communications with Martin? Around the time of this email?

A. I don't believe so.

530. Q. Would Joey have been someone that you were regularly communicating with with respect to how to answer employee questions about the Ford offers or staying with Blackberry?

A. Not regularly, no.

531. Q. Do you remember if you had any communications with him about how to answer employee questions?

A. Directly I don't know. I don't think so. Lisa Carswell was supporting him as the HR business partner so the majority of the communications would have gone through her to Joey.

532. Q. Earlier you mentioned sort of the higher management team meetings that you were a part of that were sort of your level and above. Did he form a part of that management team?

A. Sorry, which meetings are you referring to?

A. Early in your evidence you talked about management team meetings that involved Nita White-Ivy. You said they were generally weekly. You said it was part of management meetings.

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A. No, he wouldn't have been a part of those.

533. Q. He wouldn't have been a part of those?

A. No.

534. Q. Okay. In preparing your affidavit did you speak with Joey?

A. No. Not about my affidavit.

535. Q. And not about this email?

A. No.

536. Q. So you don't know what his knowledge was of opportunities with QNX at the time?

A. Well, I mean, he's a pretty senior director and has knowledge of other parts of Blackberry so it's possible that he knew what open positions were available or coming available. As I mentioned, the open positions are posted. He may have had knowledge of other roles that were coming available.

537. Q. But my question is you don't know what his knowledge was at the time?

A. No.

538. Q. And you'll agree with me that Martin was asking about getting on the QNX business?

A. Yes, that's what he states in his email.

539. Q. And you understand that when other employees in or around this time or a bit earlier

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asked about staying with QNX they were told that there weren't opportunities with QNX, correct?

A. I'm sorry, what are you referring to?

540. Q. If an employee asked about staying with QNX Blackberry would have responded that there weren't opportunities with QNX at the time?

A. I don't believe there are any employees in the 299 that were part of QNX.

541. Q. That asked to stay, to move to QNX or opportunities with QNX is what I'm asking.

A. Sorry, you said stay with QNX, so...

MR. REINHOLDT: I apologize

A. ...that assumed that they were already part of QNX.

542. Q. Move to QNX. If a Blackberry employee who received an offer from Ford or might receive an offer from Ford asked whether they could get a role with QNX, they were told that those opportunities weren't available at that time, correct?

A. If there were positions posted they had the opportunity to apply to them.

543. Q. But if they asked Blackberry HR, Blackberry HR would have said that there's no positions with QNX currently available?

A. I don't believe that to be true.

544. Q. Do you remember any discussions amongst

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your HR team about whether there were positions available with QNX?

A. Any specific conversations, no. But it is well known that our BTS group has been hiring consistently.

545. Q. I'm not asking about now though, I'm asking about in or around December and January 2016 and '17.

A. They've had a pretty steady flow of open requisitions since I've been with Blackberry.

546. Q. If you want to turn to exhibit H of David Parker's affidavit. This is an email from Amber Jessup?

A. Mm-hmm.

547. Q. And that's a member of your HR team, we've already established that. She says she checked with HR BP who supports QNX and she said that there are no new roles open at this point in time other than what is already approved, nor was she aware of any new roles that would be opened. So you'll agree with me that she's communicating there is no roles with QNX for him?

A. I disagree.

548. Q. So did you understand there to be roles at QNX at the time?

A. Yes.

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549. Q. Did you check?

A. I wasn't on this email communication.

550. Q. But you just said that you were aware that at this time there was roles with QNX. So I'm asking you did you go and look around this time what roles were available with QNX?

A. There were roles that were open, as I mentioned, consistently through 2016.

551. Q. And what I'm asking you...

A. This email states no new roles.

552. Q. ...at any point from December 23rd to January 9th, sorry January 6th, when the Joey Benedek email was sent, did you go and look and see what roles were available with QNX?

A. I did not receive this email from David Parker, Amber did. So Amber...

553. Q. That's not my question. My question is did you check to see whether there were roles available with QNX during this period of time?

A. I don't recall.

554. Q. Okay. Did Amber ask you about roles with QNX?

A. I don't recall. She has the same access to the open roles at Blackberry that everybody else does so she wouldn't have had to ask me for that information, she could have checked herself.

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555. Q. Paragraph 45 you refer to exhibit M, which is an email that Matthew Stephenson sent. In preparing your affidavit you didn't speak with Mr. Stephenson?

A. Correct.

556. Q. So in paragraph 45 when you're providing evidence as to the fact that this exercise shows Mr. Stephenson was aware he had a choice as to whether to accept the Ford offer or not you were speculating?

A. I think it was clear based on his spreadsheet that he was evaluating the opportunity.

557. Q. You'll see at exhibit N, sorry M, this email was sent January 6th?

A. Yes.

558. Q. And you'll see at the back a spreadsheet? If you turn a page.

A. Mm-hmm.

559. Q. It's blank with respect to Ford? He didn't have the Ford offer at the time, correct?

A. At the time of January 6th? No I don't believe he would have received his offer yet.

560. Q. So at this point he wasn't evaluating anything?

A. I think he was preparing to evaluate.

561. Q. He may be preparing to evaluate but at this point he's not evaluating anything, correct?

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A. I don't know.

562. Q. Because you didn't speak with him,
correct?

A. Depends on what his circumstances were.

563. Q. You're aware that we filed responding
affidavits in this matter?

A. Yes.

564. Q. You're aware that Mr. Stephenson
provided an affidavit?

A. Yes.

565. Q. If you want to turn it up it's at the
really small volume.

MR. STERNBERG: Just so the record is clear,
I don't think you meant anything by the word
but to make sure there's no debate down the
road, when you said responding affidavit, you
provide reply affidavits...

MR. REINHOLDT: Reply. Sorry. I apologize

MR. STERNBERG: ...so we received Mr.
Stephenson's affidavit as in the reply
material.

566. MR. REINHOLDT: Q. Yes, sorry. It's at tab
four...

MR. STERNBERG: It's tab four of the
supplementary motion record.

567. Q. ...of the supplementary motion record.

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And with respect to sort of paragraphs five, six, seven and eight, you've never spoken to him about any of this evidence he's providing, correct?

MR. STERNBERG: If you wouldn't mind, just give her a minute.

MR. REINHOLDT: I'm just letting her know the question so she could read it knowing what I was going to ask.

MR. STERNBERG: Fair enough. Just give her a moment before you expect her to answer.

568. MR. REINHOLDT: Q. You've never spoken with Mr. Stephenson about how he felt about the Ford offers?

A. No.

569. Q. Or his future with Blackberry?

A. No, not that I recall.

570. Q. So you have no reason to doubt what he's saying about how he felt about his future with Blackberry?

A. I have no reason to. No, I haven't spoken with him.

571. Q. Paragraph nine of his affidavit. Actually never mind. Okay paragraph 48, this section of your affidavit appears to be moving on to the period of time that the employees were receiving offers from Ford. You were involved in scheduling

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these meetings?

A. In part.

572. Q. Was the rest of your HR team also involved?

A. I don't believe they were involved in the scheduling, no.

573. Q. It was just you and Nita White-Ivy?

A. Mostly myself that was aware of the scheduling.

574. Q. Were you working with Zoltan with respect to scheduling these meetings?

A. For some locations, yes.

575. Q. And Chuck Monastra at Ford as well?

A. For some locations.

576. Q. And you set up meeting spaces in Blackberry offices for these meetings to occur?

A. I didn't, no.

577. Q. But someone from Blackberry did?

A. Yes. We have to reserve rooms. It can't be done by an external party.

578. Q. Someone from Blackberry had to do it?

A. Correct.

579. Q. Okay. Paragraph 48, it says in the second last sentence Ford had decided to whom to offer employment and what terms to offer each employee. How did Ford know who it could offer

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employment to?

A. Well we were working from the list from engineering services. So there were people already engaged with Ford.

580. Q. So it was the people who were already involved in the engineering services project...

A. Yes.

581. Q. ...that they were allowed to select from?

A. Yes.

582. Q. Were you involved in any discussion with Ford about which employees they would select?

A. No.

583. Q. Are you aware of any discussion between other Blackberry representatives and Ford about which employees they could select?

A. Yes.

584. Q. Okay, who was involved in that discussion?

A. It depends on which employees you are referring to.

585. Q. Well when you said yes to my last question that you were aware that Blackberry reps were involved, who were you referring to when you said yes?

A. Zoltan.

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586. Q. So Zoltan was involved in that process.

Who else?

A. I'm not sure who, I just know that he was. There may have been others.

587. Q. Were they allowed to select employees outside of engineering services?

MR. STERNBERG: Counsel just a second. I'm just pausing, were they allowed to select? If you're asking who in fact were offers made to and whether they were all engineering services, there's no issue. The phrasing of your question frankly, I don't see the relevance of it.

MR. REINHOLDT: I'm trying to provide the scope, understand the scope of whom they were able to make offers to, who would form part of our class.

MR. STERNBERG: You got an answer to that before.

MR. REINHOLDT: I don't think I did get an answer to it before but maybe I can rephrase.

MR. STERNBERG: I'll allow this one to be answered. You've heard what I've just said. I don't know if the witness remembers the specific question. Why don't you give it to her again.

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588. MR. REINHOLDT: Q. Within the scope of whatever the Ford Blackberry arrangement was, to your knowledge was Ford able to offer employment to anyone outside of those employees who were working in engineering services?

A. I don't believe so.

589. Q. You'll agree with me that when Ford made the offers to employees they offered certain amounts in salary and benefits and other terms and conditions of employment?

A. Sorry, can I just go back to your last question for a moment?

MR. REINHOLDT: Sure.

A. Just to make sure it's clear. So there were people who were on engineering services and there were other people who wanted to be a part of the project silver. I think I highlight one in my affidavit who— I think it was Graham Eaves if I'm not mistaken— who wasn't working on project silver at the time and he wasn't on engineering services but he wanted to be a part of it. So just in the context of your question, I believe there were circumstances that allowed other people who may not have been on engineering services to receive offers. So when you say allowed, I want to be careful with the use of that word because again I don't know from an

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agreement perspective what it says in terms of what is and what isn't allowed but I'm aware that there are people outside of engineering services who ultimately in the end went to Ford. So I just wanted to be clear.

590. Q. Okay. And when you said Graham...

A. It's on 78 of my affidavit.

591. Q. So that's Graham Eaves. And he sought out employment with Ford, correct?

A. Yes.

592. Q. He wasn't offered a Ford offer originally?

A. To my understanding, no.

593. Q. He went and asked for one?

A. Yep. But he wouldn't have been a part of that engineering services group so I just wanted to be clear based on your comment.

594. Q. Okay I started asking you about the fact that when Ford started meeting with employees to offer them employment, they already had employment contracts for the employees— employment offers for the employees to review at the time, correct? That's your understanding?

A. When do you mean when they started?

Sorry.

595. Q. When they started offering employment to

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everyone but the 15 managers. They met with them at Blackberry premises to offer them employment, correct?

A. For the employees that were available on premises, yes. However, there were some employees who were not.

596. Q. Is that the five mat leave employees you're referring to?

A. Well there were some on mat leave. There may have been some who were sick. We actually had- I'll keep it brief but I think a bus had hit a local telephone pole and the power was out at our building and so there were, there was a situation in which our facilities team had said, you know, you may not need to come into work because there's no, there's no, I think our internet was down and...

MR. REINHOLDT: Okay.

A. ...all our phones and everything. So all that to say, on that day that they were making offers- And sorry, that was specific to Ottawa. Not all employees may have received their offer on that day and in person. Some of it may have been over the phone or via email as well.

597. Q. Okay but they would have received some sort of written offer that set out the terms and conditions with Ford? That's your understanding?

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A. At some point if they were given an offer, yes, they would have received it in writing.

598. Q. And that contained information about salary and benefits to your understanding, correct?

A. To my knowledge, yes.

599. Q. How did Ford know how to make those offers competitive?

MR. STERNBERG: Don't answer the question. It's irrelevant to the issues on the certification motion.

600. MR. REINHOLDT: Q. Did you or Blackberry communicate the employee— Let me finish my question before you object. Did you or Blackberry communicate the terms and conditions of these employees' employment with Blackberry to Ford at any point?

MR. STERNBERG: Refusal. Same basis.

MR. REINHOLDT: Being?

MR. STERNBERG: Relevance to the issues on the certification motion.

MR. REINHOLDT: It's relevant to whether they treated all of these employees in the same way. It shows commonality.

MR. STERNBERG: You have our position. I disagree.

MR. REINHOLDT: It's also whether they treated them in common with respect to

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punitive and aggravated damages as well, for the record.

601. Q. Paragraph 49 you reference the fact that employees had the opportunity to meet with Ford representatives and ask questions. And at the bottom you're referring to some received offers by phone. You weren't in any of the meetings where the employee received an offer from Ford, correct?

A. Correct, I was not in the meetings.

602. Q. Okay, so you have no first hand knowledge of what was discussed in those meetings?

A. Correct.

603. Q. Paragraph 53. Just to clarify, you say in Ottawa you had individual conversations in person, by phone and email. Is this just referring to the period of time when Amber Jessup was on vacation or did you have subsequent communications after that?

A. The majority of it was because she was on vacation and I was just covering for her.

604. Q. Okay. So that would have been during the week of January 18th to 20th when Ottawa employees received their offers?

A. Yes, I believe so.

605. Q. You say many employees found the salary and bonus offered by Ford to be generous. Who are you referring to?

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A. Employees who had stopped by the office.
I don't recall specific names.

606. Q. Do you remember how many?

A. How many were...

607. Q. How many expressed this to you that they found the salary and bonus to be generous?

A. I'd say most of the employees that discussed, or that had received their offer that told me that they were. I don't know specific numbers to be honest but I can't recall any conversations where an employee was unhappy with it.

608. Q. So when you say most, you said you had 20 to 30 employees in Ottawa who had conversations with you.

A. Mm-hmm.

609. Q. You say most of them expressed to you that they found the salary and bonus offered by Ford to be generous?

A. So I say generally their reactions to the offers were positive and many employees found the salary and bonus offered by Ford to be generous. So of the employees that brought up salary and bonus, yes, they were happy with their offer.

610. Q. Okay. You said you had conversations in person and by phone?

A. Mm-hmm.

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611. Q. Did you take notes of any of those conversations?

A. I don't believe so.

612. Q. You also say by email. I'd like an undertaking for any of the emails she's referring to in paragraph 53?

MR. STERNBERG: Under advisement.

613. MR. REINHOLDT: Q. Over the course of December 8th through to March 1st how many discussions do you think you had— how many different employees do you think you discussed the Ford offers or staying with Blackberry with?

A. Overall?

MR. REINHOLDT: Yes.

A. I mean there was the discussions obviously that I noted here in 53 and then about ten others previously.

614. Q. So you had discussions with about 40 employees?

A. At most, yeah.

615. Q. And that was over the course of about three months roughly?

A. Yeah. The majority of them came in Ottawa when I was covering for Amber and they just stopped by with a quick question.

616. Q. Okay. Did you take notes of any of

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those conversations?

A. Not that I recall.

617. Q. And sorry just to be clear, I only asked the names of the employees who found the salary and bonus offered by Ford to be generous. Do you remember the names of any of these 20 to 30 employees who you spoke with while you were in Ottawa?

A. I believe Domenic came by. Domenic Peluso.

618. Q. Okay Domenic Peluso was one. Any...

A. I believe he came by. I can't recall any others off the top of my head, their names.

MR. REINHOLDT: Okay.

A. Oh John Beniot came by.

619. Q. John Beniot?

A. B-E-N-I-O-T.

620. Q. And just to be clear, that's the same John Beniot who provided an affidavit in our supplementary motion record?

A. Let's check. Yep.

621. Q. And so at paragraph four he's referring to having had a discussion with you?

A. That's— Yeah, paragraph four.

622. Q. So there's two of 20 to 30. Those are the only two names you can remember?

A. At this point, yes.

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623. Q. Paragraph 55...

A. Of my affidavit?

624. Q. Of your affidavit please. We're moving through this. The second half of the paragraph you state for individuals that asked me those questions I told them that if they chose to decline the offer, referring to the Ford offer, their employment with Blackberry would continue and we would take steps to place them in a comparable role on another team or project at Blackberry. Then we see text in brackets again where it says as there would be many roles on other projects and teams to be filled going forward. So my question is with respect to the text that's inside the brackets. In the conversations you're referring to in paragraph 55 did you specifically tell those employees what is contained in the bracket of your affidavit?

A. Yes.

625. Q. So at the time you had that conversation with those employees is your evidence? I've looked through the record, I haven't seen that anywhere in writing. To your knowledge was it ever put in writing to anyone?

A. I'm not sure.

626. Q. You're not sure? You don't remember?

A. I'm not sure.

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627. Q. To your knowledge did any of the HR team members put that in writing to anyone?

A. I'm not sure.

628. Q. Why did you put it in brackets in your affidavit?

A. I thought it would be helpful.

629. Q. But why in brackets? I understand you're giving the evidence but why did you put it in brackets?

MR. STERNBERG: She just answered the question.

630. MR. REINHOLDT: Q. And again just with that messaging, that's the same messaging your HR team would be giving? You would expect them to be giving?

A. Yes.

631. Q. And managers to be giving?

A. Yes.

632. Q. It was the same story to all employees who asked that question?

A. Yes.

633. Q. In paragraph 56...

A. Sorry, in fact it might be worth noting that the remaining software team, there was a meeting that Chris House shared that there would be several software solutions positions available and that we would recruiting?

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634. Q. When was this meeting?
A. Shortly thereafter. I don't know the timing of that. I believe it was in December.
635. Q. It was in December?
A. I believe so.
636. Q. Were you at the meeting?
A. Yes.
637. Q. When in December was it?
A. I don't recall.
638. Q. Who was present for that meeting?
A. Myself, I believe Amber Jessup was, his management team and the non engineering services software employees.
639. Q. So non engineering services software employees?
A. Yes. People who weren't working on project silver.
640. Q. So these would have been non project services employees that this information was communicated to?
A. Yes.
641. Q. Did you communicate the contents of this meeting to employees when they— Sorry, let's take a step back. Do you have notes from that meeting?
A. No, I don't think so.
642. Q. Back to 56, second half it starts a

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small number of employees asked what would occur if they could not be placed on another project at Blackberry. We told them if that scenario— I told them that in that scenario if their positions became redundant they would then likely be laid off and would receive termination pay in accordance with the terms of their employment contract. When you refer to a small number of employees, how many?

A. A handful.

643. Q. And these are ones who asked you specifically?

A. Yes.

644. Q. When you say a handful, five?

A. Yeah, I would say five or less.

645. Q. And just based on 57 you understood that...

A. I mean...

646. Q. Sorry, go ahead?

A. Yeah, I'd say it was a few. I mean I can't recall a specific number. It's hard to put a number on it but, yeah, a handful.

647. Q. Okay. Paragraph 59, exhibits P to T. In preparing your affidavit did you speak with any of these individuals? Any of the Blackberry employees referred to in these exhibits?

MR. STERNBERG: Counsel just so I'm clear on

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the question, what time period are you asking about if she spoke to any of these employees?

MR. REINHOLDT: In preparing her affidavit I said.

MR. STERNBERG: Oh sorry, I missed that.

A. In preparing my affidavit no but they may have been some of the employees that I had met with when I was in Ottawa.

648. Q. But paragraph 15 you've referred to their email communications at exhibits P to T, correct?

A. Yes.

649. Q. And you didn't speak to these individuals before attaching these to your affidavit?

A. Correct.

650. Q. So when you say they expressed excitement, that's your perception of what they've put in those emails?

A. Yes.

651. Q. So for example...

A. I think words like really happy about everything convey excitement.

652. Q. Okay so let's put...

A. Or exciting opportunity, or excited about the opportunity. I don't think it was a stretch to say expressed excitement.

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653. Q. And I see that in your affidavit and I have specific questions about them and it will go faster if you let me ask the questions. So if you want to turn to...

MR. LAX: The witness is entitled to give her evidence.

654. MR. REINHOLDT: Q. If you want to go to exhibit T. So we have Mike Kim here. That's a Blackberry employee? And he's communicating with aandree@ford.com, which is one of the Ford HR reps we referred to earlier, correct?

A. Alyssa Andree was with Ford, yes.

655. Q. So in the first paragraph we see him saying I'm so excited about this new opportunity and have a quick question about the grade I got S-G-6, correct?

A. Yes he says that.

656. Q. And in the next paragraph he's asking for Ford to reconsider his level as a seven at least. And then he seems to put in his performance reviews to justify that rating, correct?

A. Yes.

657. Q. You'll agree with that that he's trying to improve his offer with Ford here?

A. Looks to be the case, yes.

658. Q. He seems to be involved in some sort of

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negotiation with Ford here?

A. Yes.

659. Q. So perhaps he said he's excited about the opportunity as a negotiation strategy? You'll agree with me that could be the case?

A. It could be.

660. Q. Because you never spoke to him about this email, correct?

A. Correct.

661. Q. Exhibits V to DD. I have the same question and so you can look through them about whether you spoke with any of these individuals in preparing your affidavit?

A. I didn't consult.

662. Q. And just to be clear, in preparation for your affidavit you didn't consult with them?

A. That's what I mean.

663. Q. Okay. And just in fairness to you because I asked you questions earlier in the day about the ability for Blackberry employees to negotiate terms, exhibit T I just took you to was, in fairness, another example of an employee trying to negotiate terms and that was the Mike Kim email?

A. Yeah, I agree that he was negotiating his offer.

664. Q. To your knowledge, you don't know

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whether he was able to improve his terms and conditions with Ford?

A. I'm sorry I don't.

665. Q. You don't know? Okay. I just thought it was fair to put that to you since it was another example in your material.

A. Thank you.

666. Q. And Blackberry employees at the time were involved in collecting offers from employees on occasion, correct?

A. Could you clarify? Sorry.

667. Q. For example, Zoltan at the time was still a Blackberry employee, correct?

A. Correct. Wait, at the time of? Sorry.

668. Q. Sorry, at the time the Ford offers were being made, so January, February 2017 Zoltan was still a Blackberry employee?

A. Correct.

669. Q. And he was involved in physically collecting offers from people?

A. Yes.

670. Q. And he would communicate with employees about returning their offer from Ford?

A. Yeah, I believe he sent a communication that's highlighted in my affidavit...

MR. REINHOLDT: Okay.

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A. ...that they could drop them off.

671. Q. But at this time he was still a
Blackberry employee?

A. Yes.

672. Q. And just with respect to exhibit V as in
Victor, again you didn't speak with Jing Li about
this exhibit before swearing your affidavit?

A. No.

673. Q. And then with respect to exhibit FF, you
didn't speak with Heather Peterson, or Patterson, I
apologize, before swearing your affidavit?

A. No, not that I recall.

674. Q. You became aware from Ford who had
accepted their offer at some point, correct?

A. Yes.

675. Q. How did you become aware?

A. They shared a list of employees that had
accepted.

676. Q. When did they first communicate that
list?

A. In and around the due dates in January.
I don't recall specific dates.

677. Q. Did you receive regular updates from
Ford about who had accepted?

A. Yes.

678. Q. How regularly?

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A. Daily.

679. Q. This was by email?

A. I don't recall specific means, whether it was email or phone calls. We had a shared document in which they would highlight who had accepted or if they were still pending.

680. Q. And this carried on straight through until February 28th?

A. I don't know at what point it had stopped. I mean it was used for the vast majority of offers but as you're aware there are offers that came later on in January and February after the main window of offers and so those ones may have been via email or phone call and not on that list.

681. Q. And some people also accepted the offer later than others as well, correct?

A. Yes.

682. Q. Was that with chuck Monastra at Ford? Was he the one providing the updates?

A. Chuck and the HR team that I had mentioned on the Ford side previously.

683. Q. Counsel I would like an undertaking for all iterations of the shared list between Ford and Blackberry as well as any communications between this witness and Ford representatives about the list and employees accepting their offers from Ford?

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MR. STERNBERG: When you say all iterations of the shared list you're talking about the document on which Ford was indicating who had accepted the offers?

MR. REINHOLDT: Yes. It sounds like it was a shared document, which I assume was regularly updated.

MR. STERNBERG: I'll take the request under advisement.

684. MR. REINHOLDT: Q. Who at Blackberry had access to the shared list other than yourself?

A. My team.

685. Q. The full HR team? So Lisa and Jennifer and Amber?

A. Correct.

686. Q. Did Nita White-Ivy?

A. I don't believe so.

687. Q. Did Zoltan?

A. I don't believe so.

688. Q. Did Ralph Pini?

A. No.

689. Q. You said the list would say pending. So that would be an employee who had received an offer but not yet accepted?

A. Correct.

690. Q. And it would also list if they had

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accepted?

A. Correct.

691. Q. And it would list if they had declined presumably?

A. Yes.

692. Q. When you saw an employee was pending would you communicate with anyone at Blackberry about that?

A. It depends. What do you mean? Sorry.

693. Q. At any point when you saw an employee was pending did you have any communications with anyone at Blackberry about the fact that an employee was still pending and hadn't accepted?

A. Not that I recall.

MR. REINHOLDT: Okay.

A. I'm not sure in which, like in the context in which you're asking or that I would have had a conversation about that employee.

694. Q. So for example if an employee was slow to answer Ford about whether they were accepting or not, I guess my question is at any point did you go to their manager...

A. No.

695. Q. ...to speak about that or go to the employee...

A. No.

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696. Q. ...to ask about the offer? Okay.
Paragraph 63 through 65 of your affidavit, you're speaking about the request for resignation letters. We also have a copy of I believe what you're referring to at exhibit K of Parker's affidavit which you've turned up in front of you, correct?
- A. Correct.
697. Q. Okay. Can you turn to the resignation letter, which is the third page of exhibit K. It's page 90 in the top right hand corner. There's several blanks in this letter and I just want to ask you about some of them or what was meant to be filled out. So at the top we see date blank 2017. That would have been the date the employee was signing this letter? That's what you anticipated the employee filling out?
- A. Yes.
698. Q. It says in the first sentence please be informed that I've accepted an offer of employment with Ford and will transfer to my new employee effective blank. Were you intending that to be, or was Blackberry intending that to be the first day the employee started with Ford?
- A. Yeah, that would be their start day with Ford.
699. Q. And the next paragraph it says with this

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letter I am submitting my resignation from employment with Blackberry effective blank. Was the intention there to be sort of the last date that they'd be a Blackberry employee for payroll purposes?

A. Yes.

700. Q. So for benefits, coverage, things like that?

A. For their employment, yes.

701. Q. And then the last is my last Blackberry working day will be blank. So that would be if, for example, they wanted to transfer effectively February 28th but stop work on February 15th?

A. Yes. I believe they had— And this is a template that employees could have used or not have used. Some provided their own version of this. It was simply a template for employees to use if they wished but as employees had leave of absences, if they were on vacation, if there were other special circumstances that would impact their final days or their effective date, that's what that was meant to be.

702. Q. So that if their last day in the office or performing work for Blackberry didn't coincide with the date for payroll purposes if it happened sooner than that? That's what that blank is for, correct.

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A. Well I would say this is their last active, active day.

703. Q. Yes, like their last day working for Blackberry? Physically showing up and doing work?

A. Sorry, you mentioned benefits. So their employment end date and their last active date may have been different, which is why the sentence is here.

704. Q. Okay. But certainly their last effective date with Blackberry, so that's the first blank, would have to come before their first day with Ford?

A. Yes because they couldn't work for two companies at the same time.

705. Q. Okay and then when they notified the last effective date Blackberry would update its own internal HR system for payroll purposes, correct?

A. Yes, once they confirmed that they had accepted their offer from Ford and that they would be leaving Blackberry we would update our records. Which is really the purpose of this letter was to complete their file.

706. Q. Okay. Because it was important it was accurate for things like benefit coverage?

A. It was important for a variety of reasons.

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707. Q. But, for example, benefit coverage?
MR. STERNBERG: Don't answer. I've let you go but I don't see any relevance to this...
MR. REINHOLDT: I'm trying...
MR. STERNBERG: ...line. I bit my tongue and I'm stepping in and refusing at this point. These questions, including the last few questions, I take the position are irrelevant to the issues that have to be decided upon the certification motion.
708. MR. REINHOLDT: Q. Let's go to exhibit—
Actually I'll hold off for a second but I'll come back to that. With respect to this email at the first page of this exhibit, it was sent by...
A. Can you confirm, sorry, are you referring to...
709. Q. The email at the first...
A. ...88?
710. Q. ...page of this exhibit. Yes, the exhibit you're currently on. It was sent by Amber Jessup. Were you involved in drafting this email?
A. Yes.
711. Q. Were you instructed to draft this email?
A. It depends. Instructed by who? Sorry.
712. Q. I'm just asking right now were you instructed by someone to draft this email?

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A. Yes, in part.

713. Q. Okay, by who? I don't want you intervening. You've done it a few times...

MR. STERNBERG: Okay then it's a refusal because it may call for privileged information so you got a refusal. It may call for privileged information so if you don't want an interjection, that's fine, it's a refusal.

MR. REINHOLDT: You've warned this witness ten times that she can't talk about privileged information. I'm worried that you're trying to direct her towards it and I'm entitled to ask these questions without you...

MR. STERNBERG: I don't appreciate you saying that. I'm not trying to direct her to anything. You're asking a question that may cause for privileged information and so you get a refusal.

MR. REINHOLDT: And you've put on the record many times that the witness is not to talk...

MR. STERNBERG: No I...

MR. REINHOLDT: ...about privileged information and she knows not to do that.

MR. STERNBERG: I think you're thinking

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about a different examination. In any event, you've got a refusal on this question. You can ask another one if you want.

714. MR. REINHOLDT: Q. Were you instructed by someone who was not legal to draft this email?

MR. STERNBERG: Don't answer the question.

MR. REINHOLDT: I'm not asking, I'm specifically not asking...

MR. STERNBERG: It may also be a request that calls for privileged information. It's a refusal.

715. MR. REINHOLDT: Q. Who initially drafted this email? Who wrote the first draft?

MR. STERNBERG: Don't answer the question. It's entirely— Anyway, don't answer the question. This whole line of who drafted is entirely irrelevant to what has to be decided on the certification motion,...

MR. REINHOLDT: It is our view...

MR. STERNBERG: ...besides the privileged issues.

MR. REINHOLDT: ...that it is communication that went to almost all of the class members...

MR. STERNBERG: What went to any class members is fair game and you've got it. Who

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drafted it is neither here nor there. In any event...

MR. REINHOLDT: And again it also goes to whether or not Blackberry put its best foot forward with respect to the evidence that's...

MR. STERNBERG: I don't know what kind of motion...

MR. REINHOLDT: ...provided on the certification motion.

MR. STERNBERG: Anyway, let's not debate it. I was about to say I don't know what kind of motion you think this is when you keep talking about best foot forward but you've got a refusal.

716. MR. REINHOLDT: Q. Were you involved in drafting this template resignation letter?

MR. STERNBERG: Don't answer. It doesn't matter. It's irrelevant and it may cause for privileged information as well.

MR. REINHOLDT: The fact that an answer may cause for privileged information...

MR. STERNBERG: Well that's why you don't get an answer.

MR. REINHOLDT: You could challenge every question I ask on that basis. That's an

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inappropriate reason to...

MR. STERNBERG: No it's not.

MR. REINHOLDT: ...object to a question.

MR. STERNBERG: I disagree. You've got the refusal.

717. MR. REINHOLDT: Q. The last page of this communication contains something titled post employment obligations. Were you involved in drafting this document?

MR. STERNBERG: Same refusal. Don't answer it.

MR. REINHOLDT: I have an entire line of questioning around this document with respect to her involvement in drafting it that is entirely relevant. I'm not going to spend ten minutes putting every single question on the record, we'll deal with it on a refusals motion but all of the questions about how this document was created, what the purpose of the document was, who was involved in creating it are entirely relevant to whether there was a strategy by Blackberry and the way they were going to communicate with these employees which goes to commonality on this. I think these questions are entirely appropriate and the fact that the witness

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might provide an answer that includes legal is not a sufficient basis to object to the question.

MR. STERNBERG: I disagree. You've gotten refusals to various questions based both on relevance to issues on the certification motion and privilege and I maintain that position.

718. MR. REINHOLDT: Q. After you sent the— After Ms. Jessup sent the resignation letters did you and your HR team discuss the resignation letters again?

MR. STERNBERG: Hold on.

MR. REINHOLDT: I'm asking about her discussions with her HR...

MR. STERNBERG: They didn't send any resignation letters. They sent an email with a template. The resignation letters came back from employees. So please be more precise in your question.

719. MR. REINHOLDT: Q. After you sent the template resignation letters, or Ms. Jessup did, did you have further discussions with the HR team about the template resignation letters?

A. Sorry, I'm not sure what you mean. Could you rephrase that? Sorry.

720. Q. Did you and your HR team discuss this

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template resignation letter after it was sent?

A. No I don't believe we did.

721. Q. But your team discussed it before it was sent?

A. I don't know that that— For the purposes of this it was included, a template was. As said, it was a template that employees could have used or not used.

722. Q. I see it's a template. What I asked is whether you discussed it with your HR team before it was sent?

A. I don't recall.

MR. REINHOLDT: Like I said, I have questions about the purpose of all of these documents but we'll deal with it after the refusals motion.

MR. STERNBERG: Just to be clear for the record, I have not stopped you from asking a question about why something was sent or what the purpose was.

MR. REINHOLDT: Well I'm trying to ask about what discussions were had about it and you're refusing on every single question involving it.

MR. STERNBERG: It's up to you if you want to try on other questions.

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MR. REINHOLDT: I mean you wouldn't let me—
Can you step outside for a second.

A. Sure.

COURT REPORTER: Would you like this on or
off the record?

MR. REINHOLDT: Maybe just go off for a
second.

OFF THE RECORD - DISCUSSION:

MR. REINHOLDT: Do you want to put it on the
record?

MR. STERNBERG: Yes. So we've had a
discussion off the record, or we've discussed
more the basis for some of the refusals
relating to either the drafting of the
February 2nd email and its attachments and
discussions about those when they were being
prepared and I indicated that my
understanding is that there would have been
counsel involved and so there's privileged
communications that relate to those lines of
questioning and that is part of the basis for
the refusals that have been given, apart from
the relevance considerations and we had a
discussion about that. We talked about types
of questions I wouldn't object to. It's up
to you if you ask further questions relating

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to this point or not.

723. MR. REINHOLDT: Q. First of all I would like an undertaking for you to check whether those communications are in fact privileged and whether all of them are privileged and produce anything that's not.

MR. STERNBERG: If you can just be specific when you say all of the communications?

MR. REINHOLDT: Any internal Blackberry communications about drafting exhibit K of Parker's affidavit.

MR. STERNBERG: I'll take that under advisement.

724. MR. REINHOLDT: Q. In paragraph 64 you start the sentence by saying the reason we ask employees to provide resignation letters was simply for confirmation from the employee rather than the notification we received from Ford that the employee had in fact accepted the offer to join Ford and would therefore be resigning their employment with Blackberry. Was this the reason that was communicated to you from someone above you in the hierarchy at Blackberry?

A. Yes.

725. Q. So your knowledge of the purpose of exhibit K of Parker's affidavit is based on what you

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were told?

A. Sorry, which part of Parker's affidavit?

726. Q. The resignation letter. So in paragraph 64 you said the reason we asked, your knowledge of, the reason you know what— Sorry. The basis of your knowledge of paragraph 64 is what you were informed by someone else, correct?

A. We were seeking confirmation that the employees had in fact accepted and we were looking to complete their file and we were asked to do so.

727. Q. Yes I see that's what you're— Again, I'm going behind how you know that that was the reason. Was that what was communicated to you as the purpose of the resignation letter?

A. Yes.

MR. REINHOLDT: Okay.

A. To complete their file.

728. Q. That's what you were told?

A. Yes.

729. Q. For the employees who filled out the template, did you expect them to fill it out correctly with respect to what their last effective day at Blackberry would be?

A. I don't know what you're referring to as correctly. I mean it was the employee who needed to fill it out. I am not the person to deem whether it

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was correct or not. It was based on their, when they were leaving and when they were starting employment.

730. Q. Would you or your HR team review them when they were received, the template resignation letter once it has been filled out by an employee?

A. Yes.

731. Q. And confirm that it was done accurately or in a way that made sense?

A. We would confirm what their last day of employment was, yes, to update our HR systems.

732. Q. If there appeared to be a mistake you would follow up with them? If there looked like there was a mistake on the face of the resignation letter would you follow up with the employee?

A. I don't know what you mean by a mistake.

733. Q. If they listed their first date with Ford as February 1st incorrectly when they meant to put March 1st would you follow up with them to correct that?

A. Was the communication after February 1st?

734. Q. Well what I'm saying is if you looked at one of these resignation letters and something didn't make sense, would you follow up with the employee to correct it, or ask them to correct it?

A. We'd seek clarification. When you say

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correct it, if we thought that something seemed odd, say they put 2015 or 2018 and we had understood from Ford that they were going to be starting on a different day, then we would seek clarification. But whether it was correct or not was not mine or any of my team's decision.

735. Q. If you want to go to exhibit GG of your affidavit. In this case this is an employee named Anusha Rostam and she puts that she's submitting her resignation from employment with Blackberry effective Tuesday, February 14, 2017 but that her last working day would be February 28, 2017. So her last effective date is falling before her last working date, correct?

A. That's what she's stated here.

736. Q. So for Blackberry payroll purposes that would be an error?

A. It looks to me that this employee is submitting their resignation on February the 14th with an effective day, last working day, of February the 28th.

737. Q. Yes but you've told me that the date when it said Blackberry effective, Blackberry took that to mean that was the last day for payroll purposes and this employee put it two weeks before their last working day?

180.

A. I apologize. I may have misstated it. There is a date of resignation and then there is an effective termination date and I confirmed prior that the date that matters is not the date in which they resigned by their last day of employment that Blackberry was concerned with.

738. Q. You said that and you described it as sort of the middle of the resignation letter. So the date in which this employee put February 14th. So that would be her last day for payroll purposes, correct? That's how Blackberry believed the employee should be filling this out?

A. No. I just corrected you.

739. Q. So your evidence is now that this was just the date that they were signing this letter then?

A. You can see that the date at the top, Friday, February the 14th, is consistent with the date she's saying is Blackberry I'm resigning from my position effective Tuesday the 14th and her last working day will be February the 28th. You can see that the date that she submitted it and the date in which she is resigning is consistent and her last day is the 28th.

740. Q. Okay, so her last working day is the 28th. You meant the middle blank, so where she put

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February 14th, just to be the date she's signing this letter and returning it then? The date she's submitting the resignation letter? Because it matches the date at the top.

A. I'm sorry? Can you clarify what...

741. Q. I'm trying to figure out— I'm not sure I understand what you're describing the purpose of what an employee's last...

A. This is a letter that an employee submitted of their resignation. If they made changes to this, if they altered it, if they— It's their resignation letter. We provided a template in which they could or could not complete, or use their own, and this is how this employee submitted theirs.

742. Q. Okay, if you...

A. And I referenced previously when I had stated what the blank was and what the later blank was, and I have already corrected to say I believe when I was discussing the template that I had misstated what the middle and last blank intention was.

743. Q. And that's why I wanted to make sure that I was clear on what your evidence was as to what the middle blank was. What was your understanding of...

A. But the middle blank could be different

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depending on the individual who submitted their letter.

744. Q. It could be different but what was the purpose of the middle blank? Or what did you understand to...

A. The purpose of the letter was a template.

745. Q. No, I'm asking about the specific blank that this employee filled out as February 14th in the middle, what did Blackberry expect employees to put in that blank?

MR. STERNBERG: I think you've gotten an answer a couple of times and now she's given you an answer about this particular letter that Blackberry received from this employee.

746. MR. REINHOLDT: Q. You'll agree with me looking at this filled out resignation letter and then exhibit K in Mr. Parker's affidavit that they're identical other than the fact that she's filled in the dates?

A. Yes.

747. Q. So for payroll purposes when Blackberry received this, this employee's payroll would have ended on February 28th then just to be clear?

MR. STERNBERG: It's not relevant.

MR. REINHOLDT: It is relevant. I'm just

183.

trying to...

MR. STERNBERG: To the issues on the certification motion? When this particular employee's payroll ended? No, that's not relevant.

748. MR. REINHOLDT: Q. Asking about these exhibits that you've provided with this...

MR. STERNBERG: What is the relevance to the issues on the certification when this particular employee's payroll ended?

MR. REINHOLDT: I think it goes to the credibility of the evidence around the purpose of these resignation letters.

749. Q. So anyway if you want to turn to exhibit HH I'll stop asking questions about that one. So this is a letter from Minh Mai dated February 15th. She didn't use the template resignation letter, correct?

A. Correct.

750. Q. She says that her formal resignation will be in effect on March 1st, 2017. To your knowledge does Blackberry's payroll system say her last effective day was March 1st, 2017?

A. I don't know.

751. Q. Can I have an undertaking to check?

MR. STERNBERG: Under advisement.

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752. MR. REINHOLDT: Q. Paragraph 70 of your affidavit. You state various other employees did not submit resignation letters and were silent on the request for one. How many employees are you referring to in paragraph 70?

A. I'd have to check.

753. Q. Did you check in preparing this affidavit?

A. Yes.

754. Q. You looked through your emails to see how many did not submit a resignation letter?

A. Yes. Well we had a tracking spreadsheet but, yes.

755. Q. Can I have an undertaking for the tracking spreadsheet the witness just referred to please?

MR. STERNBERG: Under advisement.

756. MR. REINHOLDT: Q. At paragraph 71 you say a relatively small number of other employees who we understand from Ford had accepted their offer did not provide resignation letters but instead engaged in individual communications, emails or discussions with Blackberry representatives in which they raised concern. How many is a relatively small number of other employees?

A. Probably a handful.

185.

757. Q. Probably? Are you confident it's a handful or are you guessing?

A. I'm not guessing. I stated in my affidavit that it's a small number and I've just told you it's a handful.

MR. REINHOLDT: Okay.

A. I'm not guessing.

758. Q. In swearing your affidavit did you go and look up this information?

A. Did I look at the number?

759. Q. Did you look up how many employees...

A. Yes.

760. Q. ...engaged in individual communications?

A. Yes.

761. Q. And at that time you knew exactly how many?

A. Yes.

762. Q. You didn't think to specify it in your affidavit?

A. No.

763. Q. Can I have an undertaking for the witness to check how many as well as provide copies of the emails she refers to in that paragraph?

MR. STERNBERG: Under advisement.

764. MR. REINHOLDT: Q. In that paragraph you say the communications with Blackberry representatives in

186.

which they raised concerns. So that was people having communications with not just yourself?

A. Correct.

765. Q. That would have been with the rest of your HR team as well?

A. In some cases yes.

766. Q. So in preparing your affidavit did you reach out to them to figure out how many had raised this concern?

A. Yes.

767. Q. Did you do so in writing?

A. I don't recall.

768. Q. You don't recall? Do you recall when you did this?

A. No.

769. Q. It was with Amber Jessup, Lisa and Jennifer Mascarin?

A. Yes.

770. Q. Did you also speak with managers about this as well?

A. Not that I recall.

771. Q. Okay I want to go to exhibit KK of your affidavit. And if you want to pull up page 90 of Parker's affidavit again. That's that template resignation letter. Again in the template resignation letter the blank in the second paragraph,

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with this letter I am submitting my resignation from my employment with Blackberry effective blank. You'll agree with me where Amber Jessup says this letter acknowledges your acceptance of employment with Ford starting March 1st, confirms the February 28th effective date of your resignation from Blackberry.

MR. STERNBERG: Counsel just so we're clear, you're now talking about the February 27th subsequent later email from Amber Jessup?

772. MR. REINHOLDT: Q. Yes, I'm talking about that. You'll agree with me that's the same language that's used in the template resignation letter? Roughly the same language used when it says confirms February 28th as the effective date of your resignation from Blackberry?

A. Sorry, that doesn't say it in the template.

773. Q. Well in the template it says I am submitting my resignation from Blackberry effective blank and this says, confirms February 28th effective date of your resignation from Blackberry. So in both we're referring to the effective date of a person's resignation, correct?

A. Both say effective date of resignation, yes.

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774. Q. Okay. And in this letter, or sorry in Amber Jessup's email dated February 27th when she says the effective date of the resignation, that would be the last day that they're on Blackberry's payroll?

A. In some cases, yes.

775. Q. For the ones that it occurred on February 28th it would be the last day they're on the payroll, correct?

A. Again it depends.

776. Q. So are there employees whose resignation was effective February 28th that remained on Blackberry's payroll after that date?

A. I don't believe so. But could have been prior to.

777. Q. Okay. But right now in this email we're looking at where it confirms February 28th as the effective date of resignation, there were employees who you think were removed from Blackberry's payroll before that despite their effective date of resignation being February 28th?

A. I've already stated there was employees on maternity leave so they wouldn't have been included in this.

778. Q. So they would not have...

A. Their termination wouldn't have been the

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28th.

779. Q. That's my point. I'm talking about employees who their resignation date would have been effective on February 28th. I'm only asking about those ones that on February 28th that would have been the last day they were Blackberry employees for payroll purposes, correct?

A. The employees in which this email went to were employees that we understood had accepted a Ford offer and their last day of employment with Blackberry was the 28th.

MR. REINHOLDT: Okay.

A. It did not go to others who wouldn't have had the same effective date.

780. Q. And I'm only asking about the ones whose effective resignation date was February 28th. That's all I'm asking about right now and I'm just asking you to confirm that February 28th was their last date with Blackberry for payroll purposes?

A. As far as I'm aware, yes.

781. Q. Okay, that's also Blackberry's year end, correct?

A. Yes.

782. Q. Were you involved in drafting this email?

A. Yes.

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783. Q. Was your full HR team involved in drafting this email?
- A. No.
784. Q. Was Nita White-Ivy?
- A. A counsel was.
785. Q. Was Nita White-Ivy involved in drafting this email?
- A. I believe she received a copy, yes.
786. Q. Did you run drafts by her before you—
Sorry, hang on. Did you review drafts of this email before it went out?
- A. I'm aware there were drafts, yes.
787. Q. You're aware there were drafts. Did you review them?
- A. I believe I did, yes.
788. Q. Okay. To your knowledge did Nita White-Ivy review any of the drafts of this email?
- A. I believe so.
789. Q. Did you have communications with Nita White-Ivy about this email?
- A. I don't recall.
790. Q. Can I have an undertaking to check whether there was any communications with Nita White-Ivy about drafting this email and drafts of this email, as well as any drafts that this witness reviewed prior to it going out, and then obviously

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produce them to the extent that they exist?

MR. STERNBERG: Under advisement.

791. MR. REINHOLDT: Q. In the first paragraph it uses the word resignation...

A. Sorry, what are you referring to?

792. Q. The exhibit we've been on through these questions. It refers to the word resignation...

MR. STERNBERG: You've been talking about two documents. For the record...

MR. REINHOLDT: Sorry, exhibit KK.

MR. STERNBERG: ...are you talking about the February 27th email on page 140 of our record?

793. MR. REINHOLDT: Q. Exhibit KK, 140, it uses the word resignation. As an HR professional you understand that where an employee is seen to resign they may not be entitled to severance, correct?

MR. STERNBERG: Don't answer the question. We're back to her understanding of legal and you have my position on that.

794. MR. REINHOLDT: Q. Paragraph 75 and 76 you refer to an employee named Monica Soloquin who I...

A. Sorry, can you just hold on a moment? I assume you're referring to my affidavit?

MR. REINHOLDT: Yes.

A. And paragraph? Sorry.

192.

795. MR. REINHOLDT: Q. 75 and 76. I'm just asking about Monica Soloquin. That's an employee on maternity leave, or who was on maternity leave at the time Ford was making offers?

A. Yes.

796. Q. To your knowledge Amber Jessup was communicating with her for any questions she had?

A. Yes.

797. Q. You didn't have any conversations with her?

A. No.

798. Q. Okay, paragraph 81. Paragraph 81 refers to some employees being added to the project silver engineering team and receiving employment by Ford at a later stage. How many employees are you referring to in this paragraph?

A. I believe there were— I don't recall the number off the top of my head but I would say probably less than ten I think.

799. Q. Did these employees all receive offers around the same time or was it spread out over a period of time?

A. It varied.

800. Q. It varied? Okay. So we see one received it on February 3rd. Did any receive it after March 1st to your knowledge?

193.

A. No I don't believe so.

801. Q. And they were, just to be clear, Blackberry first added them to project silver and then they received offers from Ford?

A. It depended on the situation and the individual.

802. Q. Okay so some would have fallen into that boat that they were moved onto project silver and then received offers?

A. Yeah, depending on the timing.

803. Q. And then others received offers without already being on project silver?

A. Yes.

MR. REINHOLDT: Okay.

A. For example Graham Eaves who we talked about.

804. Q. Okay. Well he was one who asked for an offer?

A. Right but he wasn't on engineering services at his time of offer.

805. Q. Okay. Did anyone not on engineering services receive an offer who didn't go to Ford asking for one to your knowledge?

A. Sorry, can you repeat that?

806. Q. Well we have Graham who actually went out and asked for an offer. To your knowledge did

194.

anybody not on engineering services receive offers from Ford without proactively going to get one?

A. Yes, I believe there were people who were added later on in the process. There was also employees who were hired after the main offers.

807. Q. Okay but were those the same ones you referred to who were first placed on project silver before they received offers or were there individuals who were never placed in project silver who received offers who don't fall under the category like Graham that we discussed? If you don't know that's fine.

A. Yeah, I can't recall specifics but I believe that there were employees who didn't work on engineering services that may have engaged in conversations with Ford and ultimately received an offer.

808. Q. Okay. Paragraph 82 you refer to three employees who started in 2017. So on January...

A. Sorry, what paragraph?

809. Q. Sorry, paragraph 82. You're referring to three employees who started work— And I think you were just referring to it in your evidence— at Blackberry in 2017, one on January 30th and two on February 6th. Were these employees hired directly into project silver, or into the engineering services team?

195.

A. Yes I believe they were.

810. Q. At the time they were hired to your knowledge would they have known that they would be receiving offers from Ford?

MR. STERNBERG: You're trying to ask what someone else knew, that's why you're getting the pause.

MR. REINHOLDT: Can we go off the record for just one second.

OFF THE RECORD - DISCUSSION:

MR. STERNBERG: I think the way you asked that question was problematic. I don't know how this witness would know what someone else knew. If you want to know what was expressed or conveyed we won't have an issue with the question.

811. MR. REINHOLDT: Q. To your knowledge when these employees were hired by Blackberry was it communicated to them that they might be receiving offers from Ford?

A. Yes, I believe they did. They would be engaged in engineering services and work for Ford, like project work for Ford, and they may have known about the offer.

812. Q. Can I have an undertaking to check whether this was communicated to them in the hiring

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process by anyone at Blackberry? Whether or not it was communicated to them that they would be receiving offers of employment from Ford after being hired by Blackberry?

MR. STERNBERG: At the time they were hired?

MR. REINHOLDT: At the time, prior to them accepting employment with Blackberry.

A. To be clear, I wasn't involved in those interviews.

MR. STERNBERG: I'll take that question under advisement.

813. MR. REINHOLDT: Q. Paragraph 88 of your affidavit, you reference the need for additional employees in mobility solutions. That there existed many roles that needed to be filled. Had they declined there was many roles available to them. In writing at any point did you communicate to employees asking about staying with Blackberry that there would be many roles that needed to be filled and many roles available to them, using those words?

A. Depending on the individual and depending on the question that they asked, yes we conveyed that there would be several roles available.

814. Q. I just asked whether you put that into writing to any employees?

A. I don't recall.

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815. Q. You don't recall? Can I have an undertaking for the witness to check whether she ever put into writing to any employees that there was many roles that needed to be filled or there was many roles available to them?

MR. STERNBERG: Under advisement.

816. MR. REINHOLDT: Q. At paragraph 89 you're referring to a time period after March 1st, 2017 that mobility solutions has hired and continues to hire additional employees to fill many of these positions. You'll agree with me that the communications to Blackberry employees, particularly in the fall of 2016, were with respect to the fact that it was reducing staffing costs and potentially losing as many as 100 employees, correct?

MR. STERNBERG: What are you referring to? What document?

MR. REINHOLDT: Communications from Blackberry in 2016.

MR. STERNBERG: It sounds like you're referring to the one newspaper article now which is not communications with employees. It was your copy of a newspaper report.

817. MR. REINHOLDT: Q. Sorry, let me rephrase it. You'll agree with me that in the fall of 2016 John Chen publicly communicated the fact that

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mobility solutions was looking to reduce staffing costs and at that point said potentially to lose less than 100 employees?

A. No, I don't agree with that.

818. Q. Okay. Then what was he communicating along those lines? Because we took you to those articles earlier so what's your quibble with what I said?

A. My quibble is that his article talks about, or sorry, his email talks about the shift in mobility solutions. That shift in mobility solutions it involves the group that we're talking about here for project silver and it also talks about our continuing business and it also talks about TCL, an agreement with them. It talks about a variety of roles that are impacted as a result of— And I don't mean impact in terms of redundancy. I mean impacted in the sense that things were changing, the business was changing and so as we shift away from hardware and into software there were some roles that may have been impacted. And what he's referring to, in my opinion, is the hardware and the hardware design folks that he mentioned in his email, not to mention the fact that we were no longer distributing devices and manufacturing them. I believe he's referring to some of the sales force that would no longer be

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required and the carrier technical solutions managers that would be working with the carriers to get our phones to market. So while I understand that you're highlighting the 100 that he refers to in the article, my understanding of the situation and mobility solutions and the change that they went through is that the reductions and the staff reductions that he is referring to in his email are not the group that we're talking about today.

819. Q. Okay so is your evidence then when employees reviewed the John Chen email on January 6th they should have read that email to state that they had a future with Blackberry if the decided to stay?

A. I think that there were a lot of people who knew that they would. Ralph stood up on December the 8th and told them all the shift in mobility solutions. They told them, he told them about the three directions that we were going in.

820. Q. Sorry, my question is just about the John Chen email. You're jumping all around and my question...

A. I'm just trying to help you understand the situation...

821. Q. We have here...

A. ...and trying to help you understand what he's referring to and how other leaders

200.

supported that.

822. Q. We have your affidavit and you've had your opportunity to put the evidence in. What I'm asking about is specifically the John Chen email and what I asked is your evidence that an employee reading that email who is in project silver should have perceived that as them having a future with Blackberry?

MR. STERNBERG: I think she answered that question.

MR. REINHOLDT: By talking about a meeting on January 8th. That was not an answer to the question. I'm asking her to clarify what evidence she was just giving because I didn't understand. That was a fair question. I asked about communications in the fall of 2016 and she jumped to an email in January.

MR. STERNBERG: No, no. You gotta let...

MR. REINHOLDT: No the first question was about communications...

MR. STERNBERG: ...the witness answer. You may not like the answer but you asked, you put a statement to her and she disagreed and you asked her what do you quibble with and she gave you an answer. You may not have loved the answer but you asked her and so she

201.

gave her explanation. There was nothing...

823. MR. REINHOLDT: Q. I think the record is going to show whether or not she's answering these questions directly or not. Anyway, I'll continue. Paragraph 90, did any employees approach you directly to say that they disagreed with this litigation?

A. Not that I recall.

824. Q. Okay so all of your evidence in this section is based on what other people have informed you?

A. My team.

825. Q. What your team has informed you?

A. Yes.

826. Q. Okay. You reached out to your team members to provide you information about what employees had expressed disagreement?

A. I was requested to do so, yes.

827. Q. By Nita White-Ivy?

A. Yes.

828. Q. Did she ask you to do that in writing?

A. I don't recall.

829. Q. Can I have an undertaking to check whether Nita White-Ivy communicated with this witness in writing about any disagreement with this action?

MR. STERNBERG: I'll take that under advisement.

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830. MR. REINHOLDT: Q. Exhibit OO of your affidavit we see an email exchange. This is between Blackberry employees?

A. Is that a question? Sorry.

831. Q. Yes it is. This is between Blackberry employees?

A. It looks to be, yes.

832. Q. You reviewed this for the first time when you prepared your affidavit?

A. Yes.

833. Q. Did you speak with any of these individuals on this email in preparing your affidavit?

A. No.

834. Q. Exhibit PP, we see an email at the bottom from you to Amber, Jennifer and Lisa. Is this, when we were referring earlier to you asking for information about employees who asked to distance themselves, this is the communication you were referring to?

A. Yes.

835. Q. And it says you're preparing a report for Nita on silver. That's Nita White-Ivy?

A. Sorry?

836. Q. In your email at the bottom.

A. Yes.

203.

837. Q. We see here an email response from Rebecca. Sorry, from Amber. I apologize. It' been a long day. Did you receive any written response from the other members of your HR team?

A. I believe so, yes.

838. Q. You remember other, or you think there's other written responses?

A. Yes. Or at least conversations.

839. Q. Or at least conversations?

A. Mm-hmm.

840. Q. And then you reported to Nita on those conversations in this email?

A. So what my team reported to me I consolidated and sent to my leader, yes.

841. Q. Can I have an undertaking for the report, or whatever was sent, to Nita White-Ivy and any subsequent communications about the report?

MR. STERNBERG: Under advisement.

842. MR. REINHOLDT: Q. Paragraph 98,...

MR. STERNBERG: Counsel it's 5:15. We've allowed you to go well over time. We're getting close to the time where I'm going to tell you you're not going to be able to- I don't know how much more you...

MR. REINHOLDT: I've got two pages of questions yet in what was 40 pages double

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spaced.

MR. STERNBERG: And we've got to do maybe re-exam too. Do you need to take a break? I'm asking the witness or the court reporter since we've now been at it a long time without a break and it's 5:15.

MR. REINHOLDT: And part of it is I'm just trying to get it done.

A. I took a break when you guys were chatting.

MR. STERNBERG: If you're okay I'm okay to carry on but I'm getting a bit concerned about the time.

843. MR. REINHOLDT: Q. Paragraph 98, this was a report that Mr. Pini sent to you that you referred to at exhibit RR?

A. Yes.

844. Q. And if you just want to read it. What he's communicating to Mr. Parker would have been consistent with what you would have expected him to be communicating with other employees?

A. Sorry, could you repeat your question?

845. Q. This messaging that he's providing to Mr. Parker, this information he's providing to Mr. Parker, you would have expected him to be providing this same answer to any other employees who asked

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about staying with mobility solutions?

A. That Ralph would?

MR. REINHOLDT: Yes.

A. Yes.

846. Q. Okay. Specifically that mobility solutions was transitioning to be a much smaller business unit, correct?

A. I think it would depend on the questions that the individual had asked.

847. Q. If they were asking about a future with mobility solutions he would be correct if he told an employee that it was transitioning to be a much smaller business unit?

A. I can't speak for Ralph in what he would or would not have said.

848. Q. I'm asking whether that statement would have been correct at the time?

A. I think it was a different make up of an organization. Smaller in part, yes, but we also talked about the opportunity for growth.

849. Q. I don't see any indication in this statement about growth, do you?

A. No I don't.

850. Q. He says that old internally developed technologies are being off boarded. That statement was correct at the time? Which he says was around

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December 8th.

A. I'm not, I'm not sure what he's referring to there. But as I stated, at our town hall we did talk about the growth of our software solutions business model so even though he may not have stated it directly to David Parker in this communication or in his meeting with him, we did talk about it at large.

851. Q. Okay. And in this conversation with Mr. Parker he states that Blackberry could not offer any assurances at the time and he's referring to other positions with Blackberry. That statement would have been correct at the time he was having it with Mr. Parker?

A. Yes but he also confirmed that he would remain a Blackberry employee.

852. Q. To see what other positions would be available but they could not offer any assurances?

A. Correct.

853. Q. Okay and then at exhibit TT we see an email exchange between Mr. Parker and Ralph Pini?

A. Mm-hmm.

854. Q. And then we have at the top email some discussion about staying with Blackberry. In the first email he refers back to the discussion they had at the town hall meeting, which would have been the

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December 8th or 9th town hall meeting presumably. And then Ralph says if the position at Ford is not taken for whatever reason then the employee will remain a Blackberry employee and we will try our best to match the skill set with activities in the software licensing team. So that's again consistent with the same messaging you've been providing all employees who ask about staying with Blackberry?

A. For employees who asked about remaining with Blackberry, yes.

855. Q. And then in the next one he says he had a discussion with HR where he says there would be no guarantee that a position would be found with Blackberry for those who decide to decline Ford's offer. Again Blackberry HR would not have guaranteed anyone a position if they chose to decline the offer, correct?

A. We couldn't guarantee a position.

856. Q. Okay. And then in the last email from Ralph on December 14th he says David, as you know the activities today within mobility solutions will not all be present when we transition to a software licensing unit. So this means that the work you are doing today might not remain in the new model and we will need to find the next best possible match. So again he's saying that the work that's going on in

208.

mobility solutions won't be there for Mr. Parker if he turns down the Ford offer?

A. To be fair to Ralph, he's not involved at the granular level of what each employee does and he may not have had full knowledge of what David Parker as an individual was responsible for and what he did and whether it was or it was not going to be applicable in the new software licensing model. So to be fair to him, I mean we're talking about the head of a large business unit and an individual employee. I think he has provided the reassurance that he will remain a Blackberry employee and that we would do, we would try our best to match the skill set with activities in the software licensing team is what he states.

857. Q. But you'll agree with me he's also saying that the work in mobility solutions might not be there in the new model, correct?

A. There might not be some work but I don't know that he's referring to David's work because I don't think he knows specifically, I don't think he knew specifically what David was working on.

858. Q. Okay. Before you attached this email to your affidavit did you speak to Mr. Pini about what he meant in this email?

A. I have the discussion from Ralph Pini

209.

and I was his supporting HR business partner at the time and I was not on this email.

859. Q. In preparing your affidavit did you discuss with Mr. Pini what he meant by this email?

A. No.

860. Q. Okay. Exhibit WW, this is communications between Mr. Parker— It starts sort of on the second page— and Ms. Jessup. He's asking about whether or not it would be considered a sale of business, the transaction between Ford and Blackberry and the offers of employment. We see I believe he cc's you on his response to Ms. Jessup that starts on the bottom of page one? He cc's you on that. Then he eventually receives a response from the Senior Director of Compliance and Employment Law, which I know is legal, correct?

A. Yes.

861. Q. Prior to legal getting involved were you involved in the discussion on how to respond to Mr. Parker about whether or not it's a sale of business?

A. I don't believe so.

862. Q. Did you reach out to anyone about how to answer this question?

A. Probably just to Vann but I don't recall specifically.

863. Q. Okay and I don't want to ask about those

210.

discussions.

MR. STERNBERG: For the record, she's referring to Vann Vogel. She just used his first name.

A. Sorry, yes.

864. Q. And then the next exhibit is XX, the last in the affidavit. Again Mr. Parker has now started asking you questions and Mr. Thurber questions about what was occurring before Ford and Blackberry, correct? Or in fairness, you're just cc'd on these emails?

A. I am cc'd yes.

865. Q. So you didn't provide any written responses to any of his questions?

A. No.

866. Q. You were never involved in any of these communications directly, you were just cc'd as a participant in the conversation?

A. Correct.

867. Q. Okay. Prior again to legal getting involved, because we see the first page has another email from Vann Vogel, did you seek any clarification from anyone about how to answer these questions?

MR. STERNBERG: There's an email chain with different questions on different dates. Can you be specific.

211.

868. MR. REINHOLDT: Q. Just any. I'm just asking first generally does she remember reaching out to anyone about answering any of Mr. Parker's questions in his email?

A. In which email?

869. Q. In his email to Mr. Thurber on February 23rd, or in his email later that day. He has two questions, I'm sorry, he asked a question later in the day and then he asked a bunch of questions...

A. Sorry, where?

MR. STERNBERG: One is on the 23rd and one is on the 24th from Mr. Parker. Are we looking at the same document?

870. MR. REINHOLDT: Q. No. Starting on 187, the middle of the page we have February 23rd, 2017 he asks a question and then the next email below it is also February 23, 2017 and he asks a series of questions.

A. That's Alex.

MR. REINHOLDT: Oh sorry. I apologize.

MR. STERNBERG: That's from Mr. Thurber. I think the two emails in this chain, so the record is clear, are one from Mr. Parker February 23rd and then the first page a follow up from Mr. Parker with additional questions on February 24th.

212.

871. MR. REINHOLDT: Q. I'm sorry. I'm a victim of fatigue. That's the FAQ's. I apologize. So Mr. Parker's question on February 23rd, which is the email that was sent at 10:04 a.m. that you're cc'd on.

A. 10:40 a.m.?

872. Q. 10:40 a.m., yes, sorry. Did you reach out to anyone with respect to how to respond to that question?

A. I didn't, no.

873. Q. Did you have discussions with Mr. Thurber about how to respond to that question?

A. I believe if I did it was just to connect with Vann Vogel.

MR. REINHOLDT: Okay.

A. Our internal counsel. One of our internal counsels.

874. Q. You mentioned a report to Nita White-Ivy about employees who are asking questions about the litigation or raising concerns about this litigation. I'm just reminding the witness, I'm not asking...

MR. STERNBERG: I don't agree with that characterization. I think you should talk about employees that were distancing themselves. I don't think it was asking questions about the litigation.

213.

875. MR. REINHOLDT: Q. Sorry, expressing concerns about the litigation. Did you provide Ms. White-Ivy with other reports with respect to the Blackberry Ford arrangement from summer 2016 through to March 2017?

A. I report to her so yes, I was expected to provide her with regular updates as she needed them.

876. Q. Okay and you would do that on the phone at times?

A. The phone, yes.

877. Q. In person at times?

A. Yes.

878. Q. In writing at times?

A. Perhaps, yes.

879. Q. Would that be both through email as well as through the internal instant messaging system?

A. Not instant messaging. Email, yes.

880. Q. You wouldn't use any sort of texting or...

A. No.

881. Q. No. Okay, I'd like an undertaking for all of the communications between this witness and Nita White-Ivy from August 2016 through to March 2017 specifically with respect to how to respond to employee questions about staying with Blackberry,

214.

questions about severance entitlements, or anything else to do with the offers from Ford or staying with Blackberry. And to be clear, this would include any written reports that she was providing to Ms. White-Ivy about any of the above, or any of the things I just mentioned, any email or other communications and any notes the witness has of in person or phone conversations?

MR. STERNBERG: Under advisement.

MR. REINHOLDT: Okay, I want to take five minutes to just quickly look through. I think I'm done. I'm going to suggest you guys also take the time you need to figure out what, if any, redirect you need to do and then we can just get her done. Do you want to take a ten minute break?

MR. STERNBERG: Yes, we'll take a ten minute break.

OFF THE RECORD - BREAK:

882. MR. REINHOLDT: Q. Okay so I'm almost done.

I just have one last line of questioning. Earlier you gave evidence about being in Ottawa when Amber Jessup was on vacation and responding to questions from Ottawa employees, correct?

A. Yes.

883. Q. One of those employees you spoke with

215.

was John Beniot, correct?

A. Yes.

884. Q. Do you remember the nature of the discussions with Mr. Beniot or what was said in those discussions?

A. Not off the top of my head.

885. Q. Do you have any notes from your conversations with him?

A. I don't believe so, no.

886. Q. You understand, and I think you already gave evidence on this, that he provided one of the affidavits in our supplementary record. So in that record, if you want to go to paragraph 12.

MR. LAX: It's at tab three of the exhibit?

887. MR. REINHOLDT: Q. Sorry, yes, tab three. I think she's actually got it. It's on page 22. So paragraph 12 he refers to having been told by both yourself and Ms. Jessup that Blackberry would try and place him where there existed a need but was unable to confirm where that need was or would be. He then says in fact I was told by Ms. Graham to first make my decision as to the Ford offer and only if I declined would internal options with Blackberry be discussed. Do you remember making that statement to Mr. Beniot?

A. I don't recall, no, sorry.

216.

888. Q. And you don't remember what was said in the conversations you had with him?

A. I don't remember specifics, no.

MR. REINHOLDT: Okay, that's my last question.

A. There were a lot of employees that came by so. I do remember that he came by because he was a leader but I don't remember specifics, sorry.

MR. REINHOLDT: Okay. So subject to the undertakings and refusals, that's the end of my questions. So we'll adjourn pending the resolution of those.

RE-EXAMINATION BY MR. STERNBERG:

889. MR. STERNBERG: Q. Just to start with one of the last couple of questions you were asked in respect of Mr. Beniot, you said he was a leader. As far as you recall was he a manager or what did you mean when you said he was a leader?

A. Yeah, I believe he was a manager if I'm not mistaken.

890. Q. Do you recall what area he was a manager within?

A. No. Software.

891. Q. Earlier in your cross-examination Mr. Reinholdt was asking you questions about paragraph 14 (e) of your affidavit.

217.

A. Yes.

892. Q. He asked you and I believe you indicated you didn't review specific employment contracts prior to preparing your affidavit. My follow up question is did you feel that you needed to review individual contracts of employees to provide the evidence you provided in paragraph 14(e)?

A. No.

893. Q. In general what level of familiarity would you say you had with...

MR. REINHOLDT: I object to the question. Sorry, finish your question.

894. MR. STERNBERG: Q. Of familiarity you feel you had with the types of employment contracts that Blackberry has?

MR. REINHOLDT: I'm going to object to the question. I'm pretty confident you refused me asking very similar questions generally about what Blackberry's employment contracts look like.

895. MR. STERNBERG: Q. That is a fair point so I'm going to ask it differently. In respect of the employment contracts, the types of employment contracts you're actually speaking about in 14(e), what level of familiarity did you have with those contracts without going back and reviewing them?

218.

A. So I would say I have general familiarity with employment contracts at Blackberry to know what the different provisions in them are but I can't specifically recount for each employee what their termination provisions would be.

896. Q. Now moving to another area, at one point in your cross-examination you were asked about potential layoffs and any discussions internally about potential layoffs and in your answer you refer to people working in hardware, manufacture or design may have been impacted by a layoff. My follow up question is those people that you were referring to that were working specifically on hardware, manufacture and design, where were they primarily based, in what office location or locations?

A. The vast majority of our hardware folks are based in the U.S. in Florida.

897. Q. Can you assist us with in Canada approximately how many employees in Canada would have worked specifically on hardware design and manufacturing?

A. A small, a small portion. I don't know that I could put a number to it.

898. Q. And the question I just asked you was in Canada. That small portion you're referring to, would they have been working on the project silver in

219.

Canada or other projects, or do you know?

A. There could have been some on project silver. As I understood there were some hardware components that they were working on in terms of software bring up and internally at Blackberry we have other needs for hardware folks. But specific to this group, my understanding is some of that hardware knowledge was beneficial for Ford.

899. Q. And again in terms of numbers or percentage can you give us a sense of either how many or what percentage of the Canadian employees on project silver would have been working on hardware design and manufacture roles?

A. I don't know that I could put a number to it. Sorry.

900. Q. Can you give us any sense in terms of a percentage?

MR. REINHOLDT: I'm going to object. She said she can't put a number to it. She's given you an answer.

901. MR. STERNBERG: Q. Can you give us any sense of percentage or proportionate...

MR. REINHOLDT: Again I'm objecting to any answers to this question.

902. MR. STERNBERG: Q. Okay, that's fine, you've got your objection on the record and you can go ahead

220.

and answer.

A. Okay. The majority of our software— The majority of the people on project silver were software and software in nature and there are several, depending on how you define hardware, there are people at lower level programming levels that are involved in hardware bring up but they are still software in nature. If that makes sense? And there were other people that I referred to on the layoffs but those were primarily impacted I would say by our shift in business.

903. Q. And those people you're just referring to, what area of the business were they in?

A. So in mobility solutions with our shift away from hardware development, those individuals, and I think I mentioned earlier in terms of the people who dealt directly with the carriers, I'm talking about sales reps, I'm talking about a portion of the hardware team were the ones that would likely be targeted.

904. Q. And were they employees working on project silver in Canada, those people you just mentioned now in your answer?

A. I don't believe so.

905. Q. At one point in your cross examination you were asked some questions about the email at tab

221.

N to your affidavit if you can turn that up. So we're looking at the same thing, this is the email from Leonard Lehrer to the GSTE - Test Managers. You were asked a series of questions about that and about the test manager group. My follow up question is in terms of timing, as far as you understood, these managers that this email went to were they going to be receiving their offers in January or at some other point as far as you understood?

MR. REINHOLDT: I'm going to...

A. January.

MR. REINHOLDT: Just be careful about leading the witness on these questions. It's re-direct.

906. MR. STERNBERG: Q. Anyway I think you gave the answer. Do you want to repeat it for the record?

A. I believe they would have been receiving offers in January.

907. Q. Were there other types of managers besides these test managers within mobility solutions who also had the same timing in respect of their offers as far as you know?

A. Yes. I understood that the offer window was consistent across the- I think there's a document that speaks about each location. So as far as I know, yes.

222.

908. Q. Are you able to give us any sense in terms of numbers of how many other managers within mobility solutions, whatever their particular manager title, were getting offers in January?

MR. REINHOLDT: I'm going to object to the question. The witness when I asked her questions about this said she didn't know how many people were in this so I don't know how she could say how many weren't in it.

MR. STERNBERG: I'm asking about other managers. So I'm asking about other, I'm not asking about the GSTE test managers, I'm asking about other managers.

MR. REINHOLDT: But I guess my problem with the question is she said she didn't know how many and who was in this group so how could she know what other managers are? I object to the question. I don't think she can answer it.

MR. STERNBERG: Okay, you can go ahead and answer.

MR. REINHOLDT: No, I don't think she can answer this question.

MR. STERNBERG: I'm telling you to answer. You can take it up later.

A. Yeah, I mean I have of course different

223.

familiarity with different teams but I wouldn't in terms of a number in each group, off the top of my head I don't think I'd be able to state how many are in each group.

909. Q. During your cross-examination, and if you need to go back and look at any of these documents I'm referencing now please do. If you don't, that's fine. But there were a series of questions you were asked about exhibits T to P and then V to DD, as well as OO. And those you can turn them each up if you want but I'll tell you what the question is. Those emails were emails between various employees at the time and Ford representatives. You were asked whether you had spoken to any of those employees at the time you prepared your affidavit and you indicated no to each of those questions. My follow up question is at the time you prepared your affidavit were those various employees employed by Ford or by Blackberry at that time? The time you prepared your affidavit.

A. To my knowledge Blackberry, or Ford rather, sorry.

910. Q. Mr. Reinholdt was asking you questions about resignation letters that were provided by employees and he put some questions to you about what if a resignation letter was not filled in, the date,

224.

correctly and you indicated in response to the question that whether a resignation letter was correct or not was not your or any of your team's decision. Whose decision was it as far as you understand?

A. The employee's.

911. Q. Who determined how to fill in or prepare the final resignation letter?

A. The employee.

912. Q. Mr. Reinholdt asked you some questions about a discussion and some email exchanges that Mr. Pini had in December of 2016 with Mr. Parker. If you turn to exhibit TT he was asking you some questions in particular about the email exchanges at that document. He asked you whether in preparing your affidavit did you discuss with Mr. Pini what he meant by one of his email responses and you indicated no. My follow up question is at the time Mr. Pini had those discussions and exchanges with Mr. Parker back in December of 2016, at that point did you have any discussion with Mr. Pini about his communications with Mr. Parker?

A. I was aware that he had discussions with Mr. Parker.

913. Q. And how were you aware?

A. Ralph told me and I knew they had had a

225.

chat following the town hall.

914. Q. Mr. Reinholdt also asked you what you would have expected Mr. Pini to have communicated if other employees asked him certain questions. My follow up question is do you know whether Mr. Pini spoke specifically to other employees besides Mr. Parker?

A. I'm not aware of any other individual discussions.

MR. STERNBERG: Thank you, those are my re-examination questions and you are finished.

OFF THE RECORD:

THIS IS TO CERTIFY that the foregoing is a true and accurate transcription of the record made by sound recording apparatus, of the cross-examination made before me, to the best of my skill and ability.

.....
Shannon Robart, C.C.R.

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Tab 29

Examination No. 18-0033.6

Court File No. 17-71659

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID PARKER

PLAINTIFF

- and -

BLACKBERRY LIMITED

DEFENDANT

CROSS-EXAMINATION OF AMBER JESSUP ON HER AFFIDAVIT SWORN
OCTOBER 3, 2017, pursuant to an appointment made on consent
of the parties, to be reported by Gillespie Reporting
Services, on Thursday, January 18, 2018, commencing at the
hour of 10:37 in the forenoon.

APPEARANCES:

Mr. Andrew Reinholdt	for the Plaintiff
Ms. Karine Dion	for the Plaintiff
Mr. Arlen Sternberg	for the Defendant
Mr. Ryan Lax	for the Defendant

The Examination was reported by Gillespie Reporting Services at
Ottawa, Ontario, having been duly appointed for the purpose.

1 AMBER JESSUP, SWORN:

2 CROSS-EXAMINATION BY MR. REINHOLDT:

3 1. Q. You have been sworn?

4 A. Yes.

5 2. Q. Can you state your name for the record?

6 A. Amber Jessup.

7 3. Q. My name is Andrew Reinholdt. I am one of the
8 lawyers for the opposed class of plaintiffs. I am going
9 to be asking you questions about your affidavit. If you
10 don't understand my question just ask me to repeat it or
11 rephrase and hopefully we can be efficient in getting
12 through these materials. My first question, you are a
13 Human Resources Business Partner with BlackBerry?

14 A. Correct. It's actually Human Resource
15 Business Partner Manager.

16 4. Q. Manager? How long have you been in the
17 manager role?

18 A. Since June of 2016.

19 5. Q. Can you tell me what the difference is between
20 a human resources business partner and a human resources
21 business partner manager?

22 A. The manager is one accountability level higher
23 meaning I am responsible for more programs. I was the
24 only HR rep on site before we moved to our new offices so
25 I was just responsible for more overseeing of programs and

1 interactions with employees in Ottawa.

2 6. Q. So when you say on site you mean the Ottawa
3 offices?

4 A. We have two Ottawa offices. At the point in
5 time up until March of last year I was in one office and I
6 was the only HR representative in that office.

7 7. Q. What office was that?

8 A. Innovation.

9 8. Q. Okay, and what is the other office?

10 9. Q. Ferrar.

11 10. Q. Four are?

12 A. Ferrar.

13 11. Q. Oh, Ferrar. Okay, and you are in Ferrar now?

14 A. I am now in Ferrar.

15 12. Q. How many other HR business partner managers
16 are there?

17 MR. STERNBERG: Don't answer that question. *O*

18 MR. REINHOLDT: What's the reason for the
19 objection?

20 MR. STERNBERG: How many managers you're asking
21 about now is entirely irrelevant.

22 MR. REINHOLDT: I am trying to understand the
23 organizational structure in the HR group who was
24 communicating with employees?

25 MR. STERNBERG: The structure in the HR group

1 today in 2018 is completely irrelevant to the issues on
2 the certification motion.

3 MR. REINHOLDT:

4 13. Q. In December 2016 how many HR business partner
5 managers were there?

6 A. Are you referring to the group that I
7 supported or all of BlackBerry?

8 14. Q. Let's start with in Ontario.

9 A. I have no idea exact numbers.

10 15. Q. What's your best approximation?

11 A. I don't pay attention to the accountability
12 levels of everyone at BlackBerry. I'd have to sit and
13 think about and go through what it looked like at that
14 point in time.

15 16. Q. Is it 20?

16 A. I don't know.

17 17. Q. Would it be more than 20?

18 MR. STERNBERG: Don't answer that. She told you
19 she has no idea. You've asked it three times. It also is
20 the way you framed it. I don't want to interject more
21 than I need to but I don't think it's relevant. If you're
22 asking your questions about HR folks that would have been
23 involved with any of the employees or employee groups at
24 issue that's one thing. But just asking about the whole
25 company in Ontario it's not relevant, certainly not on

1 certification but I don't think even at a discovery stage
2 either.

R

3 MR. REINHOLDT: I'm trying to determine, this
4 witness has seniority within BlackBerry which is relevant
5 to the credibility of her evidence in the affidavit.

6 MR. STERNBERG: Well, she has told you about her
7 seniority and her own position. How many people there are
8 across Ontario is irrelevant and she has told you three
9 times she also doesn't know.

10 MR. REINHOLDT: In a manager position is what I
11 have asked.

12 MR. STERNBERG: You've got the refusal.

13 MR. REINHOLDT:

14 18. Q. Okay, do HR business partners report to you?

15 A. No.

16 19. Q. No? Do you have anyone reporting to you?

17 A. No.

18 20. Q. Who do you report to as of December 2016?

19 A. Rebecca Graham.

20 21. Q. Who does she report to?

21 A. She reports directly to our EVP at HR.

22 22. Q. Who is?

23 A. Nita White-Ivy.

24 23. Q. Nita White-Ivy, she is located in the

25 United States?

1 A. Correct.

2 24. Q. How many other HRBP managers reported to
3 Rebecca Graham?

4 A. At that time neither of the other girls were
5 HR business partner managers. They were HR business
6 partners.

7 25. Q. When you say neither of the other girls are
8 you referring to the other two HR affiants?

9 A. I am referring to Jennifer Mascarin and
10 Lisa Carswell.

11 26. Q. So that would be the other two HR individuals
12 who swore affidavits in this matter?

13 A. Correct.

14 27. Q. But they are not managers, they are business
15 partners?

16 A. At that point in time?

17 28. Q. Yes.

18 A. When you said 2016?

19 29. Q. Yes.

20 A. They were HR business partners.

21 30. Q. Are they currently managers?

22 MR. STERNBERG: Don't answer the question.

23 Irrelevant. It's irrelevant.

O

24 MR. REINHOLDT: Can we go off the record for one
25 second?

1 MR. STERNBERG: Sure.

2 (OFF RECORD DISCUSSION)

3 MR. REINHOLDT:

4 31. Q. So Jennifer Mascarin, she is no longer with
5 BlackBerry?

6 A. Correct.

7 32. Q. I am going to ask you about Nita White-Ivy. I
8 am going to show you a document that I just think will be
9 helpful. There is one for each of you. So this document
10 is off of BlackBerry's web site. It sets out BlackBerry's
11 executive team. You'll agree with me?

12 MR. STERNBERG: Let her look at it first. It's
13 about a 12-page document.

14 MR. REINHOLDT: Okay, no, fair enough.

15 MR. STERNBERG: Like we did yesterday, you know,
16 fairly when I entered a document both you and your client
17 had a look at it. You said you got this from the web
18 site. Can you tell us when? Is this current or is this...

19 MR. REINHOLDT: Today. It's today. It's current.

20 THE WITNESS: Can you repeat your question,
21 please?

22 MR. REINHOLDT:

23 33. Q. Okay. So this is pulled off of BlackBerry's
24 web site. Will you agree with me that this is accurate in
25 describing BlackBerry's Executive Team?

1 A. I would have to read each description to know
2 the accuracy but I do recognize the photos and the names
3 as their executive team.

4 34. Q. Okay, if you turn to page 5 we see Nita
5 White-Ivy.

6 A. Correct.

7 35. Q. That is who you were referring to, that
8 Rebecca Graham reports up to?

9 A. Yes.

10 36. Q. So this is accurate in saying she is the
11 Executive Vice-President of Human Resources?

12 A. Correct.

13 37. Q. She "is responsible for leading the HR team to
14 design and deliver global programs"?

15 A. Yes.

16 38. Q. "Initiatives, partnerships, solutions and
17 services in all facets of HR"?

18 A. Yes.

19 39. Q. Maybe just to be quick I'll let you read this
20 document and let me know if there is anything that is
21 inaccurate in the description of her role.

22 A. Sure. As far as I know it's accurate. I have
23 no reason to disagree with any of that.

24 MR. REINHOLDT: Okay, I'd like to mark this as
25 Exhibit 1.

1 **EXHIBIT NO. 1:** BlackBerry web site printout of
2 executive team.

3 MR. REINHOLDT:

4 40. Q. Just while we're on the document can you go to
5 the first page just so I don't need to take you back to
6 it? You see John Chen on the first page?

7 A. Yes.

8 41. Q. It says he is the Executive Chairman and
9 Chief Executive Officer?

10 A. Yes.

11 42. Q. To your knowledge that is accurate?

12 A. Yes.

13 43. Q. To your knowledge that was his role in 2016
14 and 2017?

15 A. Yes.

16 44. Q. Again I'll have you look at the description of
17 his role. Don't worry about his background. Actually, it
18 doesn't contain a description of his role so I'll just
19 stop there but I just wanted you to identify that. He is
20 the most senior BlackBerry individual?

21 A. Senior in which way? Like...

22 45. Q. He's the CEO?

23 A. Correct.

24 46. Q. He leads the organization?

25 A. Correct.

1 47. Q. Everybody reports to him?

2 A. Yes.

3 48. Q. Another individual, on page 3, Dr. Sandeep
4 Chennakeshu? Do you know how to pronounce his name?

5 A. I always say Chennakeshu.

6 49. Q. Chennakeshu? Okay, thanks. He's the
7 President of BlackBerry Technology Solutions?

8 A. Correct.

9 50. Q. We'll see a description of his role in the
10 first paragraph starting with his name, "is the President
11 of Blackberry". Can you read that paragraph and confirm
12 to your knowledge that it's accurate?

13 A. Yes. Let me just read it.

14 51. Q. Of course.

15 A. As far as I know that's accurate. I don't
16 support that business unit at BlackBerry but from
17 everything I'm aware of that's true.

18 52. Q. You're aware who he is?

19 A. Yes.

20 53. Q. Who is Sandra Ironside?

21 A. Sandra Ironside is - I believe she is a senior
22 director of Human Resources. So she is the business
23 partner responsible for supporting Sandeep. So her
24 functions align to that organization.

25 54. Q. So do you not report to her then?

1 A. No.

2 55. Q. Do you work with her?

3 A. Not closely.

4 56. Q. Okay. I'm going to just ask you a little bit
5 about the preparation of your affidavit. Before you swore
6 your affidavit did you review the other affidavits
7 contained in BlackBerry's motion record? So I think it's
8 the green book in front of you.

9 A. I didn't review all of them, no.

10 57. Q. So you reviewed Rebecca Graham's?

11 A. Correct.

12 58. Q. You reviewed Lisa Carswell?

13 A. No.

14 59. Q. No? Jennifer Mascarin?

15 A. No.

16 60. Q. Was Rebecca Graham's the only affidavit you
17 reviewed before swearing your affidavit?

18 A. I saw parts of Michael Mullin's as I was
19 helping --

20 MR. STERNBERG: Don't answer communications with
21 counsel. So you have answered the question. He's just
22 asking you whose you saw.

23 THE WITNESS: Okay.

24 MR. REINHOLDT:

25 61. Q. So you have reviewed Rebecca Graham's

1 affidavit?

2 A. Yes.

3 62. Q. Throughout this affidavit there are various
4 communications between BlackBerry employees and
5 themselves, BlackBerry and HR, just a swath of
6 communications. Were you involved in the process of
7 gathering these communications for the affidavits?

8 A. No.

9 63. Q. In your affidavit there are various
10 attachments to it that include emails to and from you and
11 there are some that are contained in Rebecca Graham's
12 affidavit. Were you the one to pull those emails for your
13 affidavit?

14 A. No.

15 64. Q. Did you review all of your emails that you
16 sent from December 2016 to February, sorry, let's say
17 March 2017 to prepare your affidavit?

18 A. No.

19 65. Q. So this may not be an exhaustive list of all
20 the communications you had with employees?

21 A. No, by no means.

22 66. Q. Who pulled your emails from your account?

23 A. I don't know.

24 67. Q. You don't know? Who gave you the emails from
25 your account to review for preparing this affidavit?

1 MR. STERNBERG: Counsel, I'm only pausing because
2 I want to make sure you're not asking for privileged
3 information. To the extent you are asking about her - to
4 the extent the answer involves counsel or communications
5 with counsel then I'm counselling the witness not to
6 answer that. So I'm not sure if she's going to be able to
7 answer your question or not but I want us to be clear --

8 MR. REINHOLDT: Maybe I can rephrase it in a way
9 that won't cause an objection.

10 MR. STERNBERG: Sure.

11 MR. REINHOLDT:

12 68. Q. In preparing your affidavit, so your evidence
13 for today, you were not the one to determine which emails
14 to include or not to include?

15 A. No.

16 69. Q. Somebody else did that?

17 A. Yes.

18 70. Q. I'm not going to go any further than that. In
19 your affidavit, I don't think I need you to turn to it,
20 you have worked in Human Resources since 2011?

21 A. Yes.

22 71. Q. You have been with BlackBerry since 2016?

23 A. No.

24 72. Q. Sorry, since --

25 A. I have been with BlackBerry since 2015.

1 73. Q. Since 2015, I apologize. Always in an HR
2 capacity when you were with BlackBerry?

3 A. Yes.

4 74. Q. In that role you have been involved in
5 terminating employees?

6 A. Yes.

7 75. Q. You have provided advice on what employees
8 might be entitled to on termination?

9 A. I wouldn't --

10 MR. STERNBERG: Counsel, to whom are you asking
11 did she provide advice?

12 MR. REINHOLDT:

13 76. Q. Sorry, when BlackBerry is terminating an
14 employee you would be involved in drafting the termination
15 letter?

16 A. No.

17 77. Q. Who drafts the termination letter?

18 MR. STERNBERG: Don't answer the question. Just
19 asking a general - you're not even limiting it to a time
20 period, you're not asking about any employees here so
21 you're way out on it. *O*

22 MR. REINHOLDT: I'm not out but --

23 MR. STERNBERG: Who drafts some general unknown
24 that has no relevance --

25 MR. REINHOLDT: I am establishing this witness's

1 knowledge of entitlements on termination which she is
2 advising employees of throughout the record. It's fair
3 for me to know what her basis for that knowledge is and
4 that's what I'm getting at, that's all.

5 MR. STERNBERG: Well, that's not that question. I
6 also don't see how what her understanding is of
7 entitlements --

8 MR. REINHOLDT: Because this is a
9 cross-examination. I am entitled to these questions.
10 They are relevant for our case.

11 MR. STERNBERG: Hold on, hold on. What you've
12 just said is absurd. You're not here examining on the
13 merits. We're not doing a discovery.

14 MR. REINHOLDT: I know we're not.

15 MR. STERNBERG: You're got to ask questions. They
16 have to be relevant to the issues on the certification
17 motion. So when I ask you that, if I am objecting I'm
18 going to ask you to be - if you want to explain to me how
19 - that's where we're running into difficulties. You seem
20 to be doing a very broad range and discovery-type
21 examination when that's not what we're doing here today.

22 MR. REINHOLDT: Can we ask the witness to step
23 out?

24 MR. STERNBERG: Sure.

25 (OFF RECORD DISCUSSION)

1 MR. REINHOLDT:

2 78. Q. So going back into it, as someone who has
3 worked in HR for seven years you understand that on a
4 without-cause termination employees are entitled to
5 certain compensation generally?

6 MR. STERNBERG: Don't answer the question. It's
7 irrelevant. Her understanding of the law is irrelevant. *O*

8 MR. REINHOLDT: It is relevant because you have
9 said that the determination of entitlements on termination
10 is not a common issue and we say it can be dealt with as a
11 common issue.

12 MR. STERNBERG: This witness's understanding of
13 the law is irrelevant. So that's a refusal. *R*

14 MR. REINHOLDT: Okay.

15 79. Q. You understand that one of the entitlements on
16 termination would be *Employment Standards Act* amounts?

17 MR. STERNBERG: Same basis. Don't answer it. And
18 you can take it that if you are asking other questions
19 about her understanding of the law you've got the same
20 refusal so you don't have to put them on the record if you
21 don't want. *R*

22 MR. REINHOLDT: I'm going to put the questions on
23 the record and you can put your refusal on the record.

24 MR. STERNBERG: Okay, that's fine.

25 MR. REINHOLDT:

1 80. Q. You understand under the *Employment Standards*
2 Act what a sale of business is?

3 MR. STERNBERG: Don't answer the question. Same
4 basis. *O*

5 MR. REINHOLDT:

6 81. Q. You understand that where an employee resigns
7 they might not be entitled to compensation on termination
8 generally?

9 MR. STERNBERG: Same refusal. *R*

10 MR. REINHOLDT:

11 82. Q. Okay. You understand that the word
12 "resignation" can have a precise legal meaning sometimes?

13 MR. STERNBERG: Don't answer the question. Same
14 basis. *R*

15 MR. REINHOLDT:

16 83. Q. Okay. Are you involved in creating job
17 postings for BlackBerry?

18 MR. STERNBERG: In what time period are you asking
19 about, counsel?

20 MR. REINHOLDT: At any point in her tenure with
21 BlackBerry.

22 84. Q. Have you been involved in creating job
23 postings?

24 A. Yes.

25 85. Q. You agree that a job posting would contain the

1 location that somebody would be working at?

2 A. Yes.

3 86. Q. It would contain the title they'd receive?

4 A. Yes. Sometimes it is changed from the posting
5 though.

6 87. Q. But there would be a title in the posting?

7 A. Yes.

8 88. Q. Then it might be changed later?

9 A. Yes.

10 89. Q. Okay. It would contain the person's job
11 responsibilities should they get the position?

12 A. Most of them, yes.

13 90. Q. It would contain the person's reporting
14 relationship, who they might be reporting to, maybe not
15 the individual but the level or position?

16 A. Yes.

17 91. Q. If somebody is applying for a job with
18 BlackBerry and they have questions about the position
19 BlackBerry will provide answers?

20 A. I'm not involved in that part so I can't
21 comment.

22 92. Q. You will agree with me though that the
23 information, the title, job responsibilities, reporting
24 relationship, location of the job, that is important
25 information to provide someone applying for a job with

1 BlackBerry?

2 A. Yes.

3 93. Q. Does BlackBerry post jobs both internally and
4 externally?

5 A. Yes.

6 94. Q. Are the internal postings different than the
7 external postings?

8 A. I don't know.

9 95. Q. Let me rephrase. Are there some jobs that
10 BlackBerry only posts internally?

11 A. I believe so, yes.

12 96. Q. In those cases if an employee applies for it
13 there is an interview process?

14 A. Not always, no.

15 97. Q. But there is occasionally?

16 A. Yes.

17 98. Q. If multiple employees apply for the same
18 position is there usually an interview process?

19 A. There is always an interview process for
20 candidates being considered. No, let me rephrase that.
21 Not always, no.

22 99. Q. They would go speak to the person's manager?
23 BlackBerry, someone from BlackBerry would speak to the
24 person's manager?

25 A. Can you define someone as the internal --

1 100. Q. So whoever is responsible for the posting so
2 the hiring individual.

3 A. Yes.

4 101. Q. Who is considering candidates would go speak
5 to that person's manager, the person who is applying's
6 manager?

7 A. Not always.

8 102. Q. They might?

9 A. They might.

10 103. Q. There would be a process of some kind, you'll
11 agree with me?

12 A. Yes.

13 104. Q. Just because an individual applies for a job
14 doesn't mean they'll get it?

15 A. Right. They wouldn't get it just because they
16 applied.

17 105. Q. It's not the same thing as a job offer? The
18 job posting is not the same thing as a job offer? You'll
19 agree with me there; right?

20 A. Yes.

21 106. Q. Okay. I'm going to ask you about the
22 BlackBerry and Ford agreement, whatever arrangement was in
23 place between the companies.

24 A. Okay.

25 107. Q. When were you first informed that there was

1 some kind of agreement between the companies?

2 A. I was formally read in very end of November,
3 very beginning of December.

4 108. Q. Who informed you?

5 A. My manager.

6 109. Q. Rebecca Graham?

7 A. Correct.

8 110. Q. How did she inform you?

9 A. At an in-person meeting.

10 111. Q. Sorry, that's November, early December 2016?

11 A. Yes.

12 112. Q. Do you have any notes from that meeting?

13 A. I don't believe so, no.

14 113. Q. Do you generally take notes of meetings with
15 Rebecca Graham?

16 A. Sometimes, not always.

17 114. Q. Would you take notes when you were in a
18 meeting with employees?

19 A. Sometimes, not always.

20 115. Q. Okay, so you were told by Rebecca Graham that
21 there was some kind of agreement between Ford and
22 BlackBerry end of November, early December?

23 A. I don't believe the word "agreement" was used.
24 I was told that there was an engineering services project.

25 116. Q. Would you agree with me though there was an

1 agreement between Ford and BlackBerry?

2 A. I don't know if it's an agreement or an
3 understanding. I wasn't part of the drafting of any sort
4 of documents. I don't know.

5 117. Q. You don't know? Do you know if Nita White-Ivy
6 was involved in whatever agreement was going on between
7 Ford and BlackBerry?

8 A. I don't know.

9 118. Q. Do you know if Sandra Ironside was involved?

10 A. No idea.

11 119. Q. What about Dr. Sandeep Chennakeshu?

12 A. I don't know.

13 120. Q. You weren't present for those conversations?

14 A. No.

15 121. Q. So you wouldn't know whether or not they
16 talked about whether BlackBerry might owe employees
17 severance obligations?

18 MR. STERNBERG: Don't answer the question. The
19 details of whatever discussions there were between
20 BlackBerry and Ford are in my view irrelevant to the
21 issues on the certification motion.

O

22 MR. REINHOLDT:

23 122. Q. You don't know whether or not they discussed
24 the strategy for communicating with all BlackBerry
25 employees?

1 MR. STERNBERG: Don't answer the question. Same
2 basis. *O*

3 MR. REINHOLDT: Is it your position that whether
4 or not there was a strategy and how BlackBerry would
5 communicate to all the employees is not relevant to this
6 certification motion?

7 MR. STERNBERG: That's not what you asked about.
8 My position is discussions between Ford and BlackBerry and
9 details of arrangements or any contractual terms between
10 those parties are not relevant to the issues on the
11 certification motion. If anything they would just be a
12 matter for a discovery. I don't think they are relevant
13 to the questions the court is going to have to decide on
14 the certification motion.

15 MR. REINHOLDT: We disagree with your position. I
16 think we can deal with it as a refusals motion after this
17 is done.

18 123. Q. Did you and Rebecca Graham discuss whether you
19 might owe severance obligations to these employees who
20 were receiving Ford offers?

21 MR. STERNBERG: Same refusal. Irrelevant to the
22 questions the court is going to have to decide on the
23 certification motion. *R*

24 MR. REINHOLDT: Okay, let's just keep it
25 efficient. I'll ask my questions and you can refuse and

1 then we'll deal with it.

2 124. Q. Did you ever see any written agreement between
3 Ford and BlackBerry?

4 MR. STERNBERG: Same refusal.

R

5 MR. REINHOLDT:

6 125. Q. Did anybody ever talk to you about the
7 negotiations between Ford and BlackBerry?

8 MR. STERNBERG: Same refusal.

R

9 MR. REINHOLDT: Again, I am not putting my
10 position on the record each time but I think these are
11 relevant questions.

12 126. Q. You understood that BlackBerry was in the
13 process of restructuring at that time, so in late 2016?

14 A. When you say BlackBerry are you specifically
15 referring to, what, like the entire company, a business
16 unit?

17 127. Q. Let's start with the hardware unit or the
18 handheld unit, the hardware unit was in the process of
19 restructuring?

20 A. Restructuring as - I think that lends itself
21 to many different...

22 128. Q. John Chen, the CEO, had announced there would
23 be layoffs?

24 A. No, he never said that there would be layoffs
25 in a...

1 129. Q. At no point in 2016 he said there would be
2 layoffs?

3 A. I never recall him specifically saying that
4 there would be layoffs.

5 130. Q. Do you remember in September 2016 when
6 BlackBerry announced that they would be discontinuing
7 manufacture of the handheld devices?

8 A. Yes.

9 131. Q. Do you remember that at that time he said
10 there would be layoffs?

11 A. He never said the word "layoffs".

12 132. Q. Okay. In preparing these materials you
13 reviewed I assume our affidavits so the plaintiff's
14 affidavits, Mr. Parker's affidavits?

15 A. Yes.

16 133. Q. Okay, can you turn to tab "C" of Parker's
17 affidavit?

18 A. Yeah.

19 134. Q. Page 51.

20 A. Yes.

21 135. Q. Seven --

22 A. Yes.

23 136. Q. Here it says - and it says, "He said at the
24 end" but this is referring to a statement Chen made,
25 "Fewer than 100 employees will lose their jobs as a

1 result". You'll agree that 100 employees losing their
2 jobs would be a layoff?

3 A. No, not necessarily.

4 137. Q. You'll agree with me though, looking at the
5 top, the statement was made September 28, 2016?

6 A. Yes.

7 138. Q. Okay. Were you consulted before he made those
8 statements?

9 A. No.

10 139. Q. So as part of this arrangement, agreement,
11 whatever you want to call it between Ford and BlackBerry,
12 BlackBerry allowed Ford to make offers of employment to
13 certain BlackBerry employees?

14 A. Yes.

15 140. Q. There was a list that BlackBerry provided to
16 Ford of the employees they could make offers to?

17 A. I don't believe BlackBerry told Ford which
18 employees they could or could not make offers to, no.

19 141. Q. They could make an offer to John Chen?

20 A. Anybody can make an offer to anybody at any
21 time.

22 142. Q. So as part of this agreement --

23 MR. STERNBERG: She has told you she is not aware
24 of any agreement. She said she was told it was an
25 engineering services project so I am disagreeing.

1 MR. REINHOLDT: Okay, fair enough.

2 MR. STERNBERG: She told you a few times on that.

3 MR. REINHOLDT: Yes.

4 143. Q. Do you know the terms of whatever arrangement
5 existed between Ford and BlackBerry with respect to who
6 Ford could or couldn't make offers of employment to?

7 A. No.

8 144. Q. Do you know who would know the terms of that
9 arrangement?

10 A. No.

11 145. Q. Nobody explained it to you at any point?

12 A. The details of the arrangement between
13 BlackBerry and Ford?

14 146. Q. Yes.

15 A. No.

16 147. Q. You have no idea?

17 A. No.

18 148. Q. Blackberry provided Ford with HR information
19 about the employees?

20 MR. STERNBERG: Don't answer the question. It's
21 irrelevant to the issues on the certification motion. *O*

22 MR. REINHOLDT: My question is whether BlackBerry
23 provided the human resources information of all the
24 plaintiffs to Ford. That's relevant. That's common to
25 every single employee.

1 MR. STERNBERG: It's irrelevant to whether
2 resignation versus dismissal can be determined on a common
3 basis, whether information was provided and if so, so
4 what, between BlackBerry and Ford. It's irrelevant.

5 MR. REINHOLDT: We'll deal with it on a refusals
6 motion.

7 MR. STERNBERG: Okay.

8 MR. REINHOLDT:

9 149. Q. You had an understanding at the time of what
10 the phrase "sale of business" means?

11 MR. STERNBERG: Don't answer the question. It's
12 again irrelevant for the same reasons I said before when
13 you asked about her knowledge of legal concepts. *R*

14 MR. REINHOLDT: It's not.

15 MR. STERNBERG: Anyway, you've got the position.

16 MR. REINHOLDT:

17 150. Q. Anyways, at the time starting in December of
18 2016 there were two town halls?

19 A. There were more than two town halls.

20 151. Q. There were more than two town halls?

21 A. Specific leaders may have held their own
22 employee town halls. There was two town halls that I
23 attended.

24 152. Q. Okay, and one was run by BlackBerry?
25 BlackBerry made a presentation to employees?

1 A. BlackBerry was at both of them.

2 153. Q. But BlackBerry was presenting information to
3 employees at the first one?

4 A. Yes.

5 154. Q. And Ford was presenting information to
6 employees at the second one?

7 A. There were Ford and BlackBerry at the second
8 one.

9 155. Q. They both made presentations?

10 A. BlackBerry had a small part in the second one.

11 156. Q. It was predominantly about Ford?

12 A. Correct.

13 157. Q. Following that, employees reached out to you
14 asking about their options to stay with BlackBerry?

15 A. Yes.

16 158. Q. Who did you consult with about how to respond
17 to those questions?

18 A. My immediate HR team and I, the people on our
19 team, we talked together about the responses.

20 159. Q. So that would be Rebecca Graham?

21 A. Yes.

22 160. Q. Lisa Carswell?

23 A. Yes.

24 161. Q. Give me a second. I'm going to come to her
25 name.

1 MR. STERNBERG: Jennifer Mascarin.

2 MR. REINHOLDT:

3 162. Q. Jennifer Mascarin?

4 A. Yes.

5 163. Q. Anyone else?

6 A. There may have been managers that we connected
7 to, not so much about how to respond to questions but if I
8 needed information that they may have had.

9 164. Q. So when you say managers, let's take a step
10 back. So when you're talking about having this discussion
11 about how to respond was it a single meeting?

12 A. No.

13 165. Q. No? There was a bunch of meetings?

14 A. It was ongoing as employees asked a wide
15 variety of questions on a daily basis.

16 166. Q. But I'm talking right now just with respect to
17 employees who asked to stay with BlackBerry. That's the
18 only thing I'm asking about right now. So was there a
19 specific meeting to talk about that, when an employee
20 asked to stay with BlackBerry how to respond to that
21 question?

22 A. A specific meeting? No.

23 167. Q. Were there instructions given in writing about
24 how to respond to that question?

25 A. I can't recall if there was emails in writing

1 or emails specifically saying this is how to respond.

2 MR. REINHOLDT: All right. I'd like an
3 undertaking for any emails, memos or other documents
4 instructing Ms. Jessup and I am going to do this with
5 Ms. Graham too so maybe for simplicity I'll say Ms. Graham
6 as well just so you can have it, and any other HR people
7 dealing with questions employees had about staying with
8 BlackBerry and this would be starting we'll say September
9 2016 onwards.

10 MR. STERNBERG: I'll take that under advisement. *A*

11 MR. REINHOLDT: And that would include, just to
12 sort of cover our bases as well, questions about what
13 would happen if they turned down the Ford offer or similar
14 inquiries.

15 MR. STERNBERG: Okay.

16 MR. REINHOLDT: It would also include any
17 questions about severance entitlements. I'm just going to
18 deal with these all now. If an employee asked a question
19 about whether they were entitled to severance, whether
20 there was any instruction given to HR individuals on how
21 to respond to those, if employees asked if it's a sale of
22 business or a transfer or if they asked about what would
23 happen to their seniority or years of service.

24 MR. STERNBERG: I've written down all those
25 requests and again I'm taking them all under advisement. *A*

1 MR. REINHOLDT: Yes. I was trying to just for the
2 record make it a little easier probably to deal with
3 later.

4 MR. STERNBERG: Yes, that's helpful.

5 MR. REINHOLDT: Than do it one at a time.

6 168. Q. Okay, so when an employee came to you and
7 asked what are my options with staying with BlackBerry you
8 would say that BlackBerry would search for an appropriate
9 role?

10 A. It depended on the specific question that they
11 asked me.

12 169. Q. Well, my question was if they asked about
13 staying with BlackBerry. If an employee came to you and
14 asked, "I'd like to stay with BlackBerry", your response
15 would be HR will search for an appropriate role?

16 A. Our response was, you know, should you turn
17 down your offer or should an offer not be made we would
18 look to redeploy you on another team within Mobility
19 Solutions or another project where possible and then, if
20 not there, in other areas of BlackBerry as a company.

21 170. Q. Okay, and if nothing was available they'd be
22 terminated?

23 A. Not necessarily, no.

24 171. Q. You did communicate that though to employees
25 that if nothing was available they'd be terminated?

1 A. I told employees that if nothing was available
2 then they would be made redundant.

3 172. Q. Terminated. They'd receive severance?

4 A. If we could not place them in a comparable or
5 similar role then yes. In some instances employees may
6 have a choice as well.

7 173. Q. But you would strongly encourage them to take
8 the Ford offer?

9 A. No.

10 174. Q. You didn't strongly encourage anyone to take
11 the Ford offer?

12 A. I encouraged people to think about their
13 options.

14 175. Q. But you would tell people, you know, "I
15 strongly encourage you to take the Ford offer"?

16 A. I may have said that to some people, not all.
17 I think it depended on the nature of what we were
18 discussing, to consider their options and to think about
19 what was best for them.

20 176. Q. But in some cases you did say, "I strongly
21 encourage you to consider the Ford offer"?

22 A. I think there was some words that said, you
23 know, we encourage employees to strongly consider their
24 offer from Ford and to assess their options.

25 177. Q. Okay, so you did say that to some employees?

1 A. Yes.

2 178. Q. Okay, thank you. So your role in all this,
3 you are in the Ottawa office, you have your own office?

4 A. Yes.

5 179. Q. Was really to answer questions when employees
6 had them about what was going on with the Ford offers?

7 A. I did more than that in my role.

8 180. Q. But part of your role was that? You --

9 A. Part of my role was to be there to answer
10 questions, if I could answer them of course.

11 181. Q. Employees sent you emails asking questions?

12 A. Some employees, yes.

13 182. Q. Some employees would call you asking
14 questions?

15 A. Some employees, yes.

16 183. Q. Some would stop by your office?

17 A. Yes.

18 184. Q. It's fair to say that it was important for you
19 to be perceived to be open and receptive to these
20 questions?

21 A. Yes.

22 185. Q. Employees could stop by and ask questions?

23 A. If I was available, yes.

24 186. Q. You had an open-door policy with employees?

25 A. Not always, no.

1 187. Q. Generally you would though?

2 A. Well, if my door was shut my door was shut.

3 188. Q. Okay, but if it was open it was, you know --

4 A. If it was open and I was available then yes.

5 189. Q. Maybe it'll be easier if you pull two

6 documents out in front of you. First, Rebecca Graham's

7 affidavit. If you can go to paragraph 66 of it, it's on

8 page 21. It's the first tab in BlackBerry's materials and

9 then at the same time I'm going to get you to open tab "L"

10 of David Parker's original affidavit.

11 A. Tab "L"?

12 190. Q. Yes.

13 A. Sorry, can you repeat which paragraph I'm

14 looking at in Rebecca's?

15 191. Q. Sorry, 66 at page 21. So I think you're on 22

16 right now so just turn back a page.

17 A. Oh.

18 192. Q. Sorry, in the top right.

19 MR. STERNBERG: Where in Parker's affidavit?

20 MR. REINHOLDT: Tab "L".

21 193. Q. So you'll see in paragraph 66 of

22 Rebecca Graham's affidavit she is referring to an exhibit

23 in tab "L" of Parker's affidavit.

24 A. Yes.

25 194. Q. Who is A. Thurber? That's the sender of this

1 email.

2 A. Alex Thurber is now the head of Mobility
3 Solutions.

4 195. Q. With BlackBerry?

5 A. Yes.

6 196. Q. What was his role on February 23, 2017?

7 A. I don't know the exact date but he took over
8 as the head of Mobility Solutions. I believe it was in
9 February.

10 197. Q. Okay. Were you involved in drafting this
11 email?

12 A. No.

13 198. Q. Did you know this email would be sent before
14 it went out?

15 A. I heard talk of it being sent but I don't
16 know. I wasn't privy to when it would be sent.

17 199. Q. You weren't consulted with respect to the
18 content of it, it's fair to say?

19 A. No.

20 200. Q. You were generally aware when employees would
21 turn down the Ford offer and requested to stay with
22 BlackBerry?

23 A. I was made aware - it varied. Sometimes the
24 employees had told us themselves, other times I heard it
25 from their managers and yet other times I was informed

1 through my leader.

2 201. Q. There were seven employees who turned down the
3 Ford offers and stayed with BlackBerry?

4 A. No. That is seven employees in Canada.

5 202. Q. But with respect to the potential sort of
6 plaintiffs in this action which is Canadian employees
7 there were seven?

8 A. Yes.

9 203. Q. You would be generally aware of where those
10 seven employees were placed if they turned down the Ford
11 offer?

12 A. Do you mean after them having been placed?

13 204. Q. After, yes.

14 A. Yes.

15 205. Q. Were you involved in placing them, any of the
16 seven employees?

17 A. I was involved in discussions but it wasn't my
18 role to place them.

19 206. Q. Whose role was it?

20 A. It was a consultation of the managers and the
21 teams in which they were staying and a conversation
22 between the employees themselves and the managers staying
23 at BlackBerry.

24 207. Q. HR had some involvement in those
25 conversations?

1 A. We may have facilitated conversations between
2 the employees and the leaders but it was ultimately the
3 leaders' and the employees' decision as to where they
4 would be placed.

5 208. Q. You understood where there were positions for
6 those individuals though?

7 A. I had a general sense as there was new
8 positions being constantly added and circumstances were
9 constantly changing. So just because a position existed
10 somewhere at one point in time didn't necessarily mean it
11 would stay that way. There were always new positions
12 being added.

13 209. Q. And it would depend on the person's skills?

14 A. Yes.

15 210. Q. Their background?

16 A. Their skills, yes.

17 211. Q. Education?

18 A. I don't know if education was a factor if they
19 were already at BlackBerry. It was assumed their
20 education was already verified.

21 212. Q. But not that they had an education but their
22 type of education, that might be a factor in what job
23 they're going to?

24 A. It may have been. That wasn't something we
25 ever discussed.

1 213. Q. A hardware engineer might not be suited for a
2 software engineer position for example because of their
3 education? You'll agree with me there?

4 A. No, I don't know with the education portion of
5 it. I mean a lot of people go into new roles depending on
6 what their education is. Education is not a pre-cursor to
7 what their role is at BlackBerry.

8 214. Q. So if somebody has an education as a hardware
9 engineer and there is a software engineer position
10 available you'll agree with me that the fact that their
11 education is only in hardware engineering that would be a
12 relevant factor they'd consider in whether the person is
13 suitable?

14 A. Not necessarily. I think it was more the
15 skills in the job that they were doing that would be
16 considered.

17 215. Q. It's not relevant at all?

18 A. You might have a hardware education from 20
19 years ago but have worked in software for 10 years. I
20 don't think the education is important. There is the
21 relevant work experience.

22 216. Q. So BlackBerry would just put anyone in that
23 position?

24 A. No.

25 217. Q. As of February 23rd do you know how many, when

1 it says several employees, how many Canadian employees
2 would this be referring to? Would you know?

3 A. I don't know the exact number at that date.

4 MR. REINHOLDT: Can I have an undertaking, as of
5 February 23rd how many employees had turned down the Ford
6 offer and as of what date were they put in comparable
7 roles as well as what their previous role was and their
8 new role and then also what date they received the offer
9 for the comparable role with BlackBerry?

10 MR. STERNBERG: I'll take it under advisement. I
11 don't know if you want to assist me with what you say the
12 relevance is to how many? These questions were tied to
13 employees as of that point, February 23rd. *A*

14 MR. REINHOLDT: I want to know whether this is a
15 credible statement made to the entire group of plaintiffs.

16 MR. STERNBERG: I'll take it under advisement. I
17 mean you appreciate you have an affidavit obviously from
18 two of the seven which I think describe in their
19 affidavits their own situation on it.

20 MR. REINHOLDT: So if it's two of seven then it's
21 two of seven.

22 MR. STERNBERG: No, no. I'm saying you know there
23 were seven people, you have an affidavit from two that
24 tells you about their own situation and the process.

25 MR. REINHOLDT: I'm trying to determine what

1 "several" meant in the email.

2 MR. STERNBERG: I understand. I've taken it under
3 advisement.

4 MR. REINHOLDT:

5 218. Q. Then in that same paragraph so that's the
6 second page of it, it says, "Are comparable roles
7 available?" Answer, "We have already placed several
8 employees in comparable roles". It says,

9 "In the event we cannot find a comparable role
10 on another team and determine that we must
11 subsequently terminate your employment, you
12 would then be eligible for separation pay per
13 the terms of your employment agreement".

14 You'll agree with me that that's consistent with
15 the messaging that you were giving to BlackBerry employees
16 who asked what happened if BlackBerry couldn't find a
17 comparable role?

18 A. Yes, I think in my statements to employees I
19 went one step further and mentioned that we would look -
20 if we couldn't place someone in a comparable role within
21 Mobility Solutions we would then look at other areas of
22 the company.

23 219. Q. Okay, but if they couldn't that they would be
24 eligible for separation pay per the terms of their
25 employment agreement?

1 A. Correct.

2 220. Q. In Rebecca Graham's affidavit if you can turn
3 to Exhibit "VV".

4 A. Yes.

5 221. Q. On the first page, sort of the bottom of the
6 page...

7 A. Yes.

8 222. Q. It's an email from David Parker to you?

9 A. Yes.

10 223. Q. Where he says,
11 "Through statements and actions from Blackberry
12 Human Resources, our business unit leader,
13 Ralph Pini, and Blackberry CEO, John Chen, it
14 is my understanding that Blackberry has
15 indicated that my last day of employment with
16 Blackberry will be Feb 28, 2017. As this
17 constitutes notice of employment termination,
18 without cause, I look forward to Blackberry
19 fulfilling the company's obligations of my
20 employment contract which correspond to the
21 aforementioned conditions".

22 You respond less than an hour later. So David
23 Parker's email was sent at 3:07, you respond at 3:55. Did
24 you consult with anyone before you sent that email?

25 A. No.

1 224. Q. So you answered this on your own initiative?

2 A. Yes.

3 225. Q. You said you are not entirely clear on what
4 his statement meant but it does say,

5 "BlackBerry has not given you notice to end
6 your employment. You have received an
7 alternate offer of employment from Ford. If
8 you have accepted this request then you are in
9 effect resigning from BlackBerry and therefore
10 this is not termination without cause".

11 A. Yes.

12 226. Q. So you understood that BlackBerry's position
13 would be that these employees were resigning?

14 A. Yes.

15 227. Q. And it's not a termination without cause.
16 Sorry, it's a bit of a double negative there.

17 MR. STERNBERG: You are asking her understanding
18 of BlackBerry's position still?

19 MR. REINHOLDT: Yes. Yes.

20 228. Q. That was your understanding that that was
21 BlackBerry's position?

22 A. Yeah, he accepted a new job with a new
23 company.

24 229. Q. That was BlackBerry's position though, right?
25 Somebody had told you that was BlackBerry's position?

1 A. Yes.

2 230. Q. Who told you?

3 MR. STERNBERG: Again, I don't know what the
4 answer is but I'm pausing so I caution the witness, to the
5 extent the answer calls for you to say anything about
6 discussions with legal counsel then that's privileged and
7 he's not entitled to ask you about that. So I don't know
8 if there is a different way of rephrasing it or her
9 answering it subject to the caveat but obviously I'm not
10 allowing her to answer about any consultations or
11 discussions with counsel at any point relating to the
12 legal issues.

13 MR. REINHOLDT: I don't need to know what the
14 discussions were. I think it's fair to ask whether or not
15 they were consulted with in how to respond to this. I
16 haven't asked that question.

17 MR. STERNBERG: No, no. You got the answer. She
18 sent the response. She said she didn't consult with
19 anyone. I didn't interject at that point. She did it on
20 her own. You have asked her about her understanding of
21 BlackBerry's position and I allowed that. It sounds like
22 you are now asking did you talk to anyone at BlackBerry
23 about the position and --

24 MR. REINHOLDT: I'm asking what the source of that
25 information was which is a fair question. If it's legal

1 then the answer is it was legal and that's the end of it.
2 I'm not going to ask what the discussions were, you know.
3 But if her understanding of that was from legal that's a
4 fair question because I'm not asking about the nature of
5 those discussions. I'm asking how did she know this
6 information and where was that coming from.

7 MR. STERNBERG: You're asking what was the source,
8 how was she informed of what BlackBerry's position was on
9 these issues. I will allow her to say that. I'm telling
10 you though if the answer is legal, you are instructed not
11 to say anything about any communications or discussions
12 with legal because that's privileged.

13 MR. REINHOLDT: I don't want to know anything
14 about that.

15 MR. STERNBERG: If you're just asking what the
16 source was in the company, I'll allow that question and
17 we'll take it from there depending on the answer you give.

18 MR. REINHOLDT:

19 231. Q. We'll start from there then.

20 A. So I don't think it was something that was
21 explicitly said that this is our position, but as we
22 learned more and more of the offer process just throughout
23 team meetings and team discussions.

24 232. Q. That would be amongst the HR team?

25 A. Yes.

1 233. Q. That's Rebecca Graham, Lisa and Jennifer, the
2 other individuals we were talking about?

3 A. Yes.

4 234. Q. Okay. Are there notes from those meetings?

5 A. I take notes at some of my team meetings, very
6 rough notes. I cannot tell you what is in those notes.

7 MR. REINHOLDT: I'd like an undertaking for notes
8 from any of the team meetings between BlackBerry HR,
9 including this witness.

10 235. Q. You said you became aware of it in late
11 November of the Ford/BlackBerry agreement.

12 MR. REINHOLDT: So from November 2016 to beginning
13 of March 2017.

14 MR. STERNBERG: I'll take that under advisement. *A*

15 MR. REINHOLDT: To the extent I didn't cover it
16 with my earlier undertaking any notes, documents, emails
17 instructing HR individuals to respond to questions about
18 whether or not the arrangement between Ford and BlackBerry
19 could be a termination. How to respond to those
20 questions. I think I already covered it in my other one
21 but if I haven't.

22 MR. STERNBERG: I've added that to the earlier
23 list of questions taken under advisement.

24 MR. REINHOLDT:

25 236. Q. Okay. After sending this response to David

1 did you send his email to anyone else?

2 MR. STERNBERG: Counsel, just so I'm clear, which
3 email are you asking about because there is a chain. He
4 sent a further email after that but you're asking about
5 the earlier email?

6 MR. REINHOLDT: Fair enough.

7 237. Q. Did you send any of the emails between
8 yourself and Mr. Parker in this exhibit to anyone else?

9 A. I can't recall exactly at what point I sent
10 them but I did share this with my leader, yes.

11 MR. REINHOLDT: I'd like a copy of that
12 correspondence and any reply from the leader.

13 THE WITNESS: Would I be able to ask to use the
14 washroom?

15 MR. REINHOLDT:

16 238. Q. Of course, yes. Sorry, it's probably a good
17 time for a break actually.

18 MR. STERNBERG: I'll take it under advisement. *A*

19 THE WITNESS: Can I go?

20 MR. REINHOLDT: Yes, you can go. I forgot it was
21 an undertaking.

22 (SHORT RECESS)

23 MR. REINHOLDT:

24 239. Q. So we are at Exhibit "VV" still.

25 A. Yes.

1 240. Q. In Rebecca Graham's affidavit. You mentioned
2 before we broke that you thought that the source of your
3 knowledge of the fact that it was a resignation and it
4 wouldn't be a termination without cause was from HR
5 business partner meetings?

6 A. Partially, yeah, and just my own understanding
7 of the fact that they accepted, he accepted another job.

8 241. Q. Your own understanding?

9 A. Well, that he had accepted another job.

10 242. Q. Did you consult with legal with respect to
11 BlackBerry's position on this? I don't need to know what
12 the conversations were with legal, just whether or not you
13 or the HR business partners received legal advice with
14 respect to that.

15 MR. STERNBERG: At what point are you asking?

16 MR. REINHOLDT: During the course of these
17 meetings she spoke about where they talked about what the
18 response would be to employees.

19 MR. STERNBERG: Well, hold on then. I think you
20 are asking about two different things. I think the
21 meetings that you were just asking about now, she told you
22 there were some discussions between HR folks about what
23 BlackBerry's position was. That was different than your
24 questions about how to respond to questions from employees
25 I think. Just make sure the record is clear, please.

1 MR. REINHOLDT:

2 243. Q. Did you ever consult with legal on how to
3 respond to employee questions like this?

4 A. From what time period?

5 244. Q. From November 2016 to March 2017?

6 A. I didn't consult with legal.

7 MR. STERNBERG: That's all he's asking right now.

8 MR. REINHOLDT:

9 245. Q. No. In the HRBP meetings that you spoke about
10 where you discussed amongst other HR people that this was
11 not a termination without case, was legal involved in
12 those discussions?

13 MR. STERNBERG: You asked her who was involved in
14 those.

15 MR. REINHOLDT: I am asking and it's a yes or no
16 question.

17 MR. STERNBERG: You have asked that. She told
18 you. You asked who those meetings were and she gave you
19 her answer.

20 MR. REINHOLDT:

21 246. Q. Was the list you gave the complete list of
22 individuals in those meetings?

23 A. During our discussions on these issues, yes,
24 it was just our HR team.

25 247. Q. Okay, nobody else?

1 A. Nobody else.

2 248. Q. If you want to go to "WW", the next page, if
3 you want to start at the back David asks, "Were you able
4 to confirm if the transition of the Silver Project from
5 Blackberry to Ford is a sale of business". You respond,
6 telling him to come meet with you.

7 A. Yes.

8 249. Q. We then see Parker responding the next day,
9 referring to a conversation between you, him and
10 Hongchang. What is that employee's first name?

11 A. Hongchang is his first name.

12 250. Q. Is his first name? What's his last name,
13 sorry?

14 A. Tian.

15 251. Q. Tian? Okay. Is it fair to say the
16 conversation took place between February 8th and
17 February 9th?

18 A. You're referring to the conversation between
19 me, David and Hongchang?

20 252. Q. Yes.

21 A. Yes, that's fair to assume.

22 253. Q. You told them that "the arrangement between
23 Ford and BlackBerry does not constitute a sale of
24 business"?

25 A. Yes.

1 254. Q. Before having that conversation did you
2 consult with anyone on how to answer Mr. Parker's
3 question?

4 A. Yes.

5 255. Q. Who did you consult with?

6 A. The members of my HR team.

7 256. Q. Was that by email?

8 A. I can't recall exactly. Probably by phone
9 call.

10 MR. REINHOLDT: Can I have an undertaking to check
11 whether there was any written communications between the
12 HR team about how to respond to Mr. Parker's question
13 posed to her on February 7th in this email and any
14 responses to that?

15 MR. STERNBERG: Okay, under advisement. *A*

16 MR. REINHOLDT:

17 257. Q. Okay. Just to be clear for the record, when
18 you refer to HR business partners are you talking to the
19 other three affiants in this case, so Rebecca, Lisa and
20 Jennifer?

21 A. Yes. My team.

22 258. Q. So whenever you are referring to that, you are
23 referring to those individuals, just to make sure we're
24 clear on the record?

25 A. Correct.

1 259. Q. Okay. Were they the only people you consulted
2 with before you provided Mr. Parker with an answer?

3 A. I believe so. I don't recall having reached
4 out to anybody else to confirm that information.

5 260. Q. Do you have notes from your conversation with
6 Mr. Parker that is referred to in this email at the top of
7 the second page?

8 A. I can't recall.

9 261. Q. You can't recall?

10 A. No.

11 262. Q. Did you understand what the phrase "sale of
12 business" meant?

13 A. Yes.

14 263. Q. You understood that generally it would be when
15 an employee's service transfers over?

16 MR. STERNBERG: Hold on. If you are asking about
17 her understanding of legal concepts we're going to have
18 the same objection as I did before. She was sent an email
19 and you asked her did she understand what he was asking
20 and she told you yes. Now you are putting to her a legal
21 concept and asking whether she understands that and that's
22 irrelevant.

O

23 MR. REINHOLDT: Okay, I have your objection from
24 earlier so I don't agree but we can deal with it
25 afterwards.

1 264. Q. You forwarded the email to Vann Vogel on
2 February 9th?

3 A. Yes.

4 265. Q. Vann Vogel is a lawyer?

5 A. Yes.

6 MR. STERNBERG: Counsel, just so the record is
7 clear, I'm not sure which email you're talking about.
8 Mr. Parker's email on February 9th he, Mr. Parker, cc'd
9 Vogel. Is that what you're talking about or are you
10 talking about Amber's?

11 MR. REINHOLDT: I'm talking about the email above
12 it. Amber Jessup, Thursday, February 9th to Vann Vogel, cc
13 Rebecca Graham forward which I assume is the conversation
14 that occurred below.

15 MR. STERNBERG: That Parker had also sent himself
16 to Vogel?

17 MR. REINHOLDT: He had also sent to Vogel, yes.
18 But I'm just trying to identify --

19 MR. STERNBERG: I just want to make sure the
20 record is clear about which email you're talking about so
21 that's fine.

22 MR. REINHOLDT: Sure.

23 266. Q. But right now Vann Vogel is a lawyer. We have
24 that; correct?

25 A. He is our Senior Director of Compliance and

1 Employment Law.

2 267. Q. Your understanding is he's a lawyer?

3 A. Yes.

4 268. Q. He is located in the United States?

5 A. Correct.

6 269. Q. I see you forwarded the email on 2:35 PM on
7 February 9th; correct?

8 A. Yes.

9 270. Q. He responds the next day at 9:51 AM?

10 A. Yes.

11 271. Q. In this period of time were there any other
12 communications between yourself and Mr. Vogel?

13 MR. STERNBERG: That's privileged.

O

14 MR. REINHOLDT: It's not privileged. Mr. Vogel is
15 responding to one of the employees within BlackBerry.
16 This isn't privileged.

17 MR. STERNBERG: Well, I disagree. You're asking
18 now specifically about communications with in-house
19 counsel. That's privileged.

20 MR. REINHOLDT: In my position he's not acting as
21 in-house counsel in this capacity. But we can deal with
22 that afterwards.

23 MR. STERNBERG: Just so I'm clear because I will
24 consider a position, what is your position on what
25 capacity he's acting in at this point?

1 MR. REINHOLDT: He's acting as Mr. Parker's
2 employer, communicating with Mr. Parker, discussing how to
3 communicate with Mr. Parker about his questions with
4 staying or leaving BlackBerry.

5 MR. STERNBERG: That's helpful, that
6 clarification. I'll take it into account but you've got
7 my refusal for now on the basis of privilege. *R*

8 MR. REINHOLDT: Yes.

9 272. Q. On the top we have Mr. Vogel's response. Did
10 you assist him in drafting this response?

11 A. No.

12 273. Q. Did he consult you with how to draft this
13 response?

14 MR. STERNBERG: Again, don't answer the question
15 on the same basis, privilege. You're asking about
16 discussions between the two of them. *R*

17 MR. REINHOLDT:

18 274. Q. Okay. We see a bcc line on this email,
19 "rcuriale". Do you know who that individual is at
20 curialewilson.com?

21 A. Yes.

22 275. Q. Who is that individual?

23 A. That is Richard Curiale. He is a lawyer
24 retained by BlackBerry.

25 276. Q. Nita White-Ivy.

1 A. Yes.

2 277. Q. That's the same HR individual we were talking
3 about earlier. Did you have conversations with Nita White
4 about Mr. Parker's questions?

5 A. No.

6 278. Q. No? Did you have any communications with
7 Nita White?

8 A. No.

9 279. Q. Did you ever communicate with Nita White from
10 February 2016 to March 2017 with respect to the
11 Ford/BlackBerry arrangement?

12 A. No.

13 280. Q. No communications in writing?

14 A. I may have cc'd her on things. That's usually
15 not how I interact with Nita White-Ivy.

16 281. Q. Would she have sent you communications?

17 A. With regards to Project Silver?

18 282. Q. Yes, or the BlackBerry/Ford arrangement?

19 A. No.

20 283. Q. She would have never sent any communications
21 about this?

22 A. Not directly to me.

23 284. Q. Were you cc'd on communications from her?

24 A. I believe I may have been around this time.

25 Without looking at my actual emails I can't tell you if I

1 was or not.

2 MR. REINHOLDT: I'd like an undertaking for all
3 communications to/from Nita White-Ivy from February 2016
4 until March 2017 that Ms. Jessup was either sent directly
5 or cc'd on or blind copied on. Similarly any memos or any
6 other communication from her.

7 MR. STERNBERG: About anything?

8 MR. REINHOLDT: With respect to either Project
9 Silver or the Ford/BlackBerry arrangement.

10 MR. STERNBERG: I'll take that under advisement. *A*

11 MR. REINHOLDT:

12 285. Q. In Mr. Vogel's email he responds that "the
13 employment relationship with Ford is a new relationship
14 and not a transfer of your existing employment
15 relationship". Correct? Sorry, it's the second-last
16 sentence of his email.

17 A. Yes, I see that.

18 286. Q. You will agree with me that that's the same
19 thing you told employees who asked about whether their
20 service would transfer over to Ford?

21 A. To employees who specifically asked that
22 question, yes.

23 287. Q. Okay, if you want to turn to the next tab we
24 see another email from Mr. Vogel and my question is did
25 you see this email at the time it was sent or anytime

1 close to? It was sent on February 25th.

2 A. No, I did not.

3 288. Q. Were you involved in the discussion about how
4 to respond to Mr. Parker?

5 A. No.

6 289. Q. Who is Alex Thurber?

7 A. You have already asked me this question of
8 which I've answered.

9 290. Q. Can you just remind me?

10 A. Alex Thurber is the head of Mobility
11 Solutions. I can't recall his exact title off the top of
12 my head.

13 291. Q. Okay. So going to your affidavit, so that's
14 tab 2...

15 A. Yeah.

16 292. Q. Paragraph 3, you say that Mr. Parker made,
17 "...some general assertions regarding the process
18 in which Ford made offers of employment to
19 BlackBerry employees and how the employees
20 felt, or the understanding they had about their
21 options. I disagree with a number of his
22 assertions, based on my involvement in
23 supporting BlackBerry employees through this
24 period and the many individual discussions I
25 had with employees".

1 So you'll agree that your evidence about how
2 employees felt is based on your perception of that?

3 A. It's based on the conversations I had with
4 many employees.

5 293. Q. And how you perceived those conversations?

6 A. They were what they were, yeah.

7 294. Q. So yes, it was your perception?

8 A. Yes.

9 295. Q. You'll agree with me that you are in a bit of
10 a different position than those employees? They were
11 losing their jobs. You'll agree with that?

12 A. No, I will not agree with that.

13 296. Q. Sorry, fair enough. They were deciding
14 between staying with BlackBerry or going to Ford?

15 A. Not all employees I had conversations with.
16 Certainly a large majority, yes.

17 297. Q. You were staying with BlackBerry?

18 A. Yes.

19 298. Q. So your perception was slightly different than
20 theirs?

21 MR. STERNBERG: I don't believe it's a proper
22 question, whether she can tell you what their perception
23 was.

O

24 MR. REINHOLDT: Her entire affidavit is about
25 their perception and I agree with you. So I'll take your

1 objection.

2 MR. STERNBERG: I don't agree that it's about
3 their perception. Her affidavit is telling you facts of
4 discussions they had. But in any event you can carry on.

5 MR. REINHOLDT: Yes.

6 299. Q. You'll agree with me that employees might have
7 felt nervous communicating with a representative of their
8 employer?

9 A. No.

10 300. Q. No?

11 A. I don't know if employees felt nervous.
12 Certainly there were many employees I had discussions with
13 that didn't come across as being nervous whatsoever.

14 301. Q. But you couldn't tell how they were feeling.

15 A. Only from what they told me.

16 302. Q. But you will agree at least at the time they
17 were having these conversations, so let's right now start
18 with December 2016, you were representative of their
19 employer? BlackBerry was their employer?

20 A. Yes.

21 303. Q. And you were a representative of BlackBerry?

22 A. Yes.

23 304. Q. As of December 2016, with the exception of
24 managers, many of the Silver Team employees didn't know
25 whether or not they'd receive a Ford offer at this time?

1 A. Can you repeat, at the beginning?

2 305. Q. As of December 2016.

3 A. Yes.

4 306. Q. With the exception of managers, so there --

5 A. I think there was a certain number of
6 managers.

7 307. Q. There was a small group of managers who knew
8 or who had received Ford offers at this time. But the
9 rest of the employees who hadn't received Ford offers,
10 they didn't know whether they'd receive a Ford offer at
11 this time; correct?

12 A. Correct.

13 308. Q. At the point that they are communicating with
14 you in December 2016 they wouldn't know if they were
15 getting severance from BlackBerry if they received the
16 Ford offer?

17 A. Employees who specifically asked that question
18 would have been told.

19 309. Q. But employees asking about other things, they
20 might not know? You'll agree with me?

21 A. Sorry, repeat that last part?

22 310. Q. At the point that employees are asking you
23 questions in December 2016 and are reaching out to you.

24 A. Yes.

25 311. Q. They are still learning about what this

1 transaction is going to involve; correct?

2 A. Correct.

3 312. Q. They don't have many of the details yet?

4 A. Correct.

5 313. Q. It's still new?

6 A. Correct.

7 314. Q. Until they speak with you they don't know
8 whether or not they're getting severance?

9 A. They may have spoken to other people. I only
10 know my interactions with them so they may have spoken to
11 their own managers who relayed questions to me which
12 happened often enough.

13 315. Q. But there was uncertainty as to sort of how
14 this would all look at the time?

15 A. To employees that asked if they would receive
16 severance if they accepted a Ford offer, is that what
17 you're asking?

18 316. Q. Well, there was uncertainty about whether
19 they'd get an offer or not?

20 A. Correct.

21 317. Q. So until you know whether or not you're going
22 to get an offer you might not know what to ask about
23 severance?

24 A. Some people definitely asked in advance if
25 they would receive severance if they accepted a Ford

1 offer.

2 318. Q. You told them no?

3 A. We told them that they would be resigning if
4 they accepted a Ford offer.

5 319. Q. So you told them they would not receive
6 severance?

7 A. Well, if they are resigning, no.

8 320. Q. You told that answer consistently to any
9 employee who asked?

10 A. For the most part, yeah. If they straight out
11 asked about severance.

12 321. Q. You didn't tell any employees yes, you'll get
13 severance?

14 A. No. If they accepted a Ford offer? No.

15 322. Q. Okay. In paragraph 8 you said individual
16 employees differed from employee to employee or they asked
17 different questions based on employee, a wide range of
18 topics, questions pertaining to their own circumstances
19 and then you say, "The answers to certain questions
20 differed depending on the particular employee's own
21 situation". That's your evidence.

22 A. Correct.

23 323. Q. You'll agree with me though that there were
24 certain questions that would receive the same answer? For
25 example, the severance question. If an employee asked

1 about whether they'd receive severance the answer was no?

2 A. Yeah, if they accepted a Ford offer that they
3 wouldn't receive severance.

4 324. Q. If they asked about whether there was a
5 position with Blackberry the answer was consistently HR
6 would work to look for an equivalent role for them?

7 A. That we would assess internal roles and
8 opportunities within Mobility Solutions and other areas of
9 the company where possible.

10 325. Q. That was told consistently to employees?

11 A. Correct.

12 326. Q. Where possible?

13 A. Correct.

14 327. Q. And that if no role was available they would
15 look at other groups or other areas in BlackBerry?

16 A. Yes.

17 328. Q. And if they couldn't do that they would
18 receive severance?

19 A. Yes.

20 329. Q. If an employee asked about whether their
21 service would transfer or if this was a sale of business
22 they would receive the same answer. The answer was no?

23 A. The answer in that case was that they would
24 need to consult with Ford about whether Ford would honour
25 their years of service. That wasn't a BlackBerry

1 decision.

2 330. Q. So as of December 2016 you didn't know whether
3 or not their service would transfer?

4 A. No. I hadn't seen the Ford offers.

5 331. Q. So when did you become aware then that the
6 employees' seniority would not transfer over to Ford?

7 A. When employees began receiving their offers
8 and telling me such.

9 332. Q. So it was from employee communications that
10 you found that out?

11 A. Primarily. I didn't have any knowledge of
12 what was in the Ford offers so some employees who received
13 their offers earlier than others, the managers, that is
14 when I was made aware that --

15 333. Q. So that was in December 2016?

16 A. Yes. Those managers - I didn't know if all
17 the offers were the same for all employees or not.

18 334. Q. Okay, so as of December 2016 you were aware
19 that seniority wouldn't transfer over.

20 A. In those -

21 MR. STERNBERG: She just told you. Anyway, that's
22 an objection. You can move on that if you want. She has
23 given you an answer that's clear and you are giving it
24 back to her in a completely different way and her answer
25 was very clear.

1 MR. REINHOLDT: Sorry, let me rephrase.

2 MR. STERNBERG: She couldn't have been clearer in
3 her answer.

4 MR. REINHOLDT:

5 335. Q. You said you understood from the managers'
6 offers, like once the managers started receiving offers
7 that's when you understood the seniority wouldn't transfer
8 over.

9 MR. STERNBERG: That's not what she told you so
10 that's an objection. *O*

11 MR. REINHOLDT: Sorry, I misheard her answer then
12 because that's what I thought I heard.

13 MR. STERNBERG: Well, then you can read the
14 transcript because you got an answer to that question and
15 it was very clear. We don't need to ask the same one
16 again and definitely don't need you to characterize it
17 wrongly.

18 MR. REINHOLDT:

19 336. Q. As specifically as you can, on what date did
20 you become aware that the service would not transfer?

21 MR. STERNBERG: For what, sorry?

22 MR. REINHOLDT:

23 337. Q. For employees who were accepting offers with
24 Ford.

25 A. So as I mentioned earlier, the people that

1 received offers earlier than everyone else who had told me
2 about that, at that point I didn't know if that was the
3 same for everyone because they had not made their offers
4 yet. So it would have been I guess towards the end of
5 January that I knew after everybody had received their
6 offers. I can't say anything with certainty. It was
7 individual offers.

8 338. Q. You have no knowledge of whether or not that
9 was discussed between Ford and BlackBerry with respect to
10 whatever the arrangement was, specifically whether their
11 service would transfer over?

12 A. No.

13 339. Q. Okay. In Exhibit - and I think we can do this
14 as an easy undertaking - "A", "B", we'll start there,
15 let's just start with "A".

16 A. Okay, of my affidavit?

17 340. Q. Yes, of your affidavit.

18 A. Yes.

19 341. Q. Did you ever respond to this email? You say,
20 "We're working on many of these details". Sorry, it's an
21 email between yourself and Sean McConnell. He's asking a
22 question about what happens if they don't accept the
23 offer. "Could you please provide any details about what
24 would happen?" You say that, "We're still working (on)
25 these details" and that's as of December 9th, "but I will

1 ensure we respond to your specific questions as soon as we
2 can". Did you provide him with a written response to his
3 email?

4 A. I can't recall off the top of my head whether
5 it was email or a phone conversation or in person.

6 MR. REINHOLDT: Can we have an undertaking to see
7 if there is a response to this email answering this
8 gentleman's question?

9 MR. STERNBERG: I'll give you an undertaking to
10 make best efforts to make that inquiry. *U*

11 MR. REINHOLDT:

12 342. Q. Just while we're on the tab, let's go to "C".
13 So right at the bottom of the page, we already I think
14 established earlier who Leonard was if I remember.

15 A. No, not...

16 343. Q. Can you just identify who he is?

17 A. Leonard Lehrer was a leader based in Sunrise,
18 Florida. He led a large group of employees who worked on
19 Project Silver and some that have worked on other projects
20 as well.

21 344. Q. So you are cc'd, Jennifer is cc'd, Lisa is
22 cc'd and Rebecca is cc'd.

23 A. Correct.

24 345. Q. Cristian Lambiri?

25 A. Correct.

1 346. Q. Is a manager?

2 A. He was People Leader at BlackBerry, yes.

3 347. Q. People Leader? He's now with Ford?

4 A. To the best of my knowledge he went there. I
5 don't know if he's still there.

6 348. Q. I guess maybe my question is, the individuals
7 cc'd on this, other than the HR people are they the
8 individuals from BlackBerry who received offers from Ford
9 in December to your knowledge?

10 A. I believe those individuals did, yes. I don't
11 think it's all of them though.

12 349. Q. It's not all of them. But they are the
13 individuals who received offers and they accepted offers
14 with Ford to your knowledge?

15 A. They all went there so yes.

16 350. Q. This is sent to all Silver staff, this email?
17 It seems to be bcc'd.

18 A. Ah, no. It specifically says, "This message
19 is sent bcc to Silver staff within Test, Software PM and
20 Quality".

21 351. Q. Okay, of the Silver Team how many employees
22 does that make up?

23 A. I don't know. Without looking at reports I
24 don't know that number.

25 MR. REINHOLDT: Can I have an undertaking for her

1 to look and let me know of the Silver Team employees how
2 many make up the Test, Software Project Management.

3 352. Q. Is that SWPM?

4 A. I believe so.

5 MR. REINHOLDT: Software Project Management or
6 whatever that acronym means, and QA.

7 MR. STERNBERG: How many make up the Software
8 Project Management and QA?

9 MR. REINHOLDT: Yes, really how many employees was
10 this sent to is what I'm looking for.

11 MR. LAX: I think it's Software Test, not just
12 Software.

13 MR. STERNBERG: Also to Test. Are you asking
14 about Test?

15 MR. REINHOLDT: It's Test, Software Project
16 Management and QA is what it looks like.

17 MR. STERNBERG: Are you asking about all of them?

18 MR. REINHOLDT: Really what I want to know is who
19 was this sent to and how many people.

20 MR. STERNBERG: I'll take that under advisement. *A*

21 MR. REINHOLDT:

22 353. Q. Just to clarify, you are being identified as
23 one of the individuals that employees should reach out to
24 if they have questions?

25 A. One of them, yes.

1 354. Q. They can also speak with their manager as
2 well?

3 A. That's what it says, yes.

4 355. Q. That's an accurate statement though? That was
5 true?

6 A. Yeah.

7 356. Q. So on the first page if you want to flip back,
8 we see an email from Faisal Kamran. That's at the time a
9 BlackBerry employee?

10 A. Yes.

11 357. Q. At this point the Ford offers have not yet
12 gone out to anyone other than sort of the December group?

13 A. Yes.

14 358. Q. Question 2. "What options would an employee
15 have in BlackBerry if he/she chose to decline Ford offer?"
16 Did you provide him with an answer in writing to that
17 question ever? I see you had a phone call with him in the
18 next email but did you ever respond in writing?

19 A. I don't believe so, no. I think we met in -
20 actually I think we met in person as he is actually based
21 in Ottawa.

22 359. Q. So Q1:

23 "What would happen to the number of years'
24 experience people had in BlackBerry?

25 Weather(sic) it would be ported over to Ford?

1 For example if someone has 10 years of
2 experience in BlackBerry, would it be
3 recognized in Ford for compensation bench mark,
4 vacation entitlement, seniority and severance
5 package from Ford".

6 So you'll agree with me he's asking whether his
7 seniority would transfer over, just to simplify?

8 A. Correct.

9 360. Q. This is on January 3, 2017 that he's asking
10 you this question.

11 A. Yes.

12 361. Q. Then you had a meeting with him to discuss his
13 questions?

14 A. Yes.

15 362. Q. What was your answer to his question?

16 A. That he would need to inquire of Ford HR.

17 363. Q. Did you ask anyone at BlackBerry?

18 A. No. It wasn't a BlackBerry decision.

19 364. Q. Did you discuss it with the HR business
20 partners?

21 A. I...

22 MR. STERNBERG: She just told you no, she didn't
23 discuss it with BlackBerry. You keep asking the same
24 thing. You just got an answer. Your question, "Did you
25 discuss it with anyone at BlackBerry". She just told you

1 no and why. Now you're asking her did she discuss it with
2 some particular group of people at BlackBerry. So it's a
3 refusal. Let's not go over the same questions over and
4 over.

R

5 MR. REINHOLDT:

6 365. Q. Do you have any notes of that telephone
7 conversation?

8 MR. STERNBERG: She told you it was in person.

9 MR. REINHOLDT:

10 366. Q. Well, sorry, it says, "Feel free to give me a
11 call". That's why I said telephone but do you have any
12 notes of that conversation you had with Faisal?

13 A. I don't believe I do.

14 MR. REINHOLDT: Can I have an undertaking to look
15 if there are any notes? The witness says she doesn't
16 believe that she does so I'd like to know if there are
17 any.

18 MR. STERNBERG: We've undertaken to ask Ms. Jessup
19 to make a reasonable inquiry to check if she has any notes
20 of the discussion with Faisal that is referred to after
21 the January 3rd email exchange.

U

22 MR. REINHOLDT: Yes.

23 367. Q. Can you go to tab "F" of your affidavit,
24 please? This is an email from Rahul Trivedi. He was a
25 systems software developer?

1 A. That's what it says.

2 368. Q. Also in paragraph 12 of your affidavit you say
3 that.

4 A. Yes, that was his role, Systems Software
5 Developer.

6 369. Q. On page 2 he asks,
7 "I assume we will lose the years of service
8 with BlackBerry once we sign the Ford contract.
9 Is there any compensation for this? i.e. a
10 signing bonus..."

11 So he is also asking what happens to his years of
12 service. First of all this email is January 4th.

13 A. Yeah.

14 370. Q. He is also asking about his seniority. You
15 respond for a chat on a call?

16 A. Correct.

17 371. Q. Did you have a phone call with him? Actually,
18 sorry, if I look at the email above, he booked a small
19 meeting room for the two of you.

20 A. He called me from a small meeting room. He
21 was in Waterloo. Yeah, he was in a different location,
22 Mississauga. So he would have booked himself a meeting
23 room to call me.

24 372. Q. So you had that phone conversation?

25 A. Yes.

1 373. Q. What was your answer to his question about
2 whether his service would transfer over to Ford?

3 A. That he would need to contact Ford HR.

4 374. Q. So you received that question at least twice
5 on the record.

6 A. Correct.

7 375. Q. You didn't think of asking anyone for an
8 answer?

9 A. It wasn't my answer to give.

10 376. Q. You didn't think it would be helpful for
11 employees when they asked --

12 A. As I have mentioned before Ford's offers were
13 their own making. They didn't tell BlackBerry what was in
14 those offers. So as to what they wanted to offer
15 employees it was confidential between them and the
16 employees.

17 377. Q. Okay, paragraph 12 of your affidavit. In the
18 middle of the paragraph we have a quote from that email we
19 just read. "I assume we will lose the years of service
20 with BlackBerry once we sign the Ford contract". So
21 that's what Mr. Trivedi said in his email; correct?

22 A. Correct.

23 378. Q. Then you say,
24 "Certain other employees asked me questions
25 like this, and I confirmed to them in

1 conversation or by telephone to ensure they
2 properly understood that years of service would
3 not carry over to Ford".

4 A. That's what it says. I know I referred them
5 to Ford in all cases.

6 379. Q. But right here in your sworn affidavit you
7 said you confirmed to them in conversation or by telephone
8 to ensure that they properly understood that their years
9 of service would not carry over to Ford.

10 A. I see that.

11 380. Q. So is that an inaccurate statement?

12 A. I guess so. I know that I referred them to
13 Ford.

14 381. Q. Okay. You understood when you swore this
15 affidavit --

16 A. Yes.

17 382. Q. That what you were swearing was true?

18 A. Yes.

19 383. Q. I'm going to take you back to Exhibit "B" of
20 Rebecca Graham's affidavit.

21 A. Yeah.

22 384. Q. Konrad Hammel sent you an email on January 5,
23 2017.

24 A. Correct.

25 385. Q. He was asking for information about what would

1 happen if they didn't accept the offer from Ford.

2 A. Yes.

3 386. Q. I just want to confirm you told them that
4 "employees are encouraged to strongly consider their offer
5 from Ford".

6 A. Yes.

7 387. Q. Okay, paragraph 14 of your affidavit. I'll
8 let you get there first.

9 A. Just one moment, please. Okay.

10 388. Q. So just for context this is referring to the
11 email that John Chen sent to all Mobility Solutions
12 employees?

13 A. Yes.

14 389. Q. You received that email?

15 A. Yes.

16 390. Q. You read it at the time?

17 A. Yes.

18 391. Q. Were you involved in drafting this email?

19 A. No.

20 392. Q. Do you know if HR was consulted in drafting
21 this email?

22 A. No.

23 393. Q. Just to make it easy I'm going to bring it up.
24 I think it's at - I'm trying to make it easy so you can
25 have both your affidavit and --

1 A. It's tab "E".

2 394. Q. Actually what I was going to say is you can
3 maybe bring it up on Parker's so you have it in front of
4 you.

5 A. Yeah.

6 395. Q. Oh, it is? Sorry. Thank you. It says, "This
7 email is being sent to all Mobility Solutions employees".
8 To the best of your knowledge would that include all
9 Silver Team employees?

10 A. At that time, no, because there were Silver
11 Team employees added at a later stage.

12 396. Q. It would have included all the Silver Team
13 employees as of January 6th though?

14 A. Yes.

15 397. Q. It mentions the Autonomous Vehicle Innovation
16 Centre.

17 A. Yeah.

18 398. Q. This is the research hub that BlackBerry
19 announced in I believe 2016?

20 A. Yes.

21 399. Q. That was the one that Justin Trudeau attended
22 the announcement?

23 A. Yeah.

24 400. Q. Were you there for the Trudeau announcement?

25 A. Not in person, no.

1 401. Q. The understanding of that was though there
2 would be creation of jobs in this hub within BlackBerry?

3 A. I suppose so. I wasn't part of that business
4 unit so I see what I saw in newspaper articles and what
5 everyone else saw.

6 402. Q. So you don't know what jobs were available
7 within that unit?

8 A. No.

9 403. Q. You will agree with me that the tone of this
10 email is consistent with the email you sent earlier that
11 employees are strongly encouraged to consider the Ford or
12 in this case Ford and TCL offers?

13 A. I wouldn't say strongly.

14 404. Q. He's encouraging?

15 A. He's encouraging them to consider many
16 options.

17 405. Q. So one of the options he brings up is the
18 Autonomous Vehicle Innovation Centre; correct?

19 A. He doesn't really bring that up as an option.

20 406. Q. You're right. He's saying it's not an option;
21 correct?

22 A. He's saying it's just announced and they're
23 still working on it so they don't have specifics at that
24 point in time.

25 407. Q. So it's really not an option for employees at

1 this time?

2 A. At this day, no.

3 408. Q. This is January 6th?

4 A. Correct.

5 409. Q. Ford offers came in roughly two weeks later?

6 A. Yeah.

7 410. Q. He's telling them that the Ford and TCL deals
8 are in hand and the priority is to ensure that the
9 employees have a good home.

10 A. For as many - yes.

11 411. Q. He says he's sorry to have to lose "great
12 talent and loyal colleagues" and that's in the paragraph
13 above the one we were just looking at. He says that?

14 A. Yeah.

15 412. Q. He says it's an emotional decision?

16 A. Yeah.

17 413. Q. On the next page he tells employees that Ford
18 and TCL will work closely with BlackBerry in the future?

19 A. Yes.

20 414. Q. Exhibit "O" of Rebecca Graham's affidavit.

21 A. Yes.

22 415. Q. So we have emails between yourself and
23 Dominic Peluso.

24 A. Yes.

25 416. Q. Dominic Peluso is one of the managers who

1 received an offer from Ford in December 2016?

2 A. Correct.

3 417. Q. How many employees reported to Dominic Peluso
4 as of - this was January 6, 2017 - roughly?

5 A. Give me a minute. I know it's referred to in
6 one of the affidavits.

7 418. Q. The size of his team?

8 A. I believe so.

9 419. Q. That email is referred to at paragraph 47 of
10 Rebecca Graham's affidavit but I don't see it saying how
11 many employees reported to him.

12 A. At least 30 I would say.

13 420. Q. At least 30? Okay. So at the bottom of
14 page 1...

15 A. Yeah.

16 421. Q. We see him saying, "As promised, questions
17 coming in from my team".

18 A. Yeah.

19 422. Q. So that's at least 30 individuals. Okay. He
20 said it would be good to have HR directly confirm the
21 information he's asking about.

22 A. Correct.

23 423. Q. On page 2.

24 A. Yes.

25 424. Q. You see kind of throughout he has a statement

1 saying, "DP comment", "DP comment", "DP comment". It's
2 fair to say that that's his comment about the questions or
3 his view of the questions?

4 A. Or his thoughts on it perhaps.

5 425. Q. Yes.

6 A. Yeah.

7 426. Q. Fair. Halfway through the page just a little
8 bit under that it says,

9 "What are options for employees that decide not
10 to accept Ford's offer, understanding that this
11 may vary case by case? Will the specific
12 options available to each individual employee
13 be clear to the employee by the time Ford's
14 offers arrive in mid-January?"

15 His comment is that "employees are expected to
16 make a decision based on the greatest amount of
17 information available".

18 A. I see that, yes.

19 427. Q. You would agree with that statement, that
20 employees would be expecting to make a decision based on
21 the greatest amount of information available?

22 A. There may have been some, yes. I can't
23 speculate on what every employee expected.

24 428. Q. It would be reasonable for someone to expect
25 that though; right?

1 A. To expect to make a decision on the greatest
2 amount of information available?

3 429. Q. Yes.

4 A. It depended on their own situation I suppose.

5 430. Q. If you are making a career decision you want
6 as much information as you can, don't you?

7 A. Sure.

8 431. Q. Okay. I see you responding, sorry, you have a
9 conversation with him about a meeting that takes place.

10 A. Yeah.

11 432. Q. Sorry, a call. Did it end up being a call or
12 a meeting? Do you remember?

13 A. A meeting in person.

14 433. Q. It was a meeting in person? Do you have notes
15 from that meeting?

16 A. I think I may have taken down some of his
17 questions.

18 MR. REINHOLDT: Can I have an undertaking for
19 whatever notes exist from that meeting?

20 MR. STERNBERG: I'll take that under advisement. *A*

21 MR. REINHOLDT: Okay.

22 434. Q. Did you ever respond to those questions in
23 writing to your knowledge?

24 A. No, we had conversations.

25 435. Q. It was just a conversation? Okay. Do you

1 know what types of skills the individuals who reported to
2 Mr. Peluso had?

3 A. They were software developers and software
4 testers.

5 436. Q. Did you go and look at who formed his team
6 when he asked these questions, like what specific
7 individuals were on his team?

8 A. I had a general sense at that time of who they
9 were, yes.

10 437. Q. But you don't remember exactly how many?

11 A. No.

12 438. Q. When he asked these questions did you go look
13 at job postings within BlackBerry?

14 A. No.

15 439. Q. You didn't go look to see what was available?

16 A. No.

17 440. Q. What positions might be suitable for those
18 individuals with those skills?

19 A. No.

20 441. Q. You didn't think that was important to do for
21 employees who were asking about options with BlackBerry?

22 A. They were directed that they could assess
23 internal opportunities on their own.

24 442. Q. You didn't provide any assistance with that?

25 A. I told them where to go and I told them that

1 there was many new roles being added essentially on a
2 daily basis. So that what I told them one day might not
3 be the same the next day.

4 443. Q. You wouldn't tell them about a specific
5 position that BlackBerry would move them to for example?

6 A. No.

7 444. Q. When you met with Mr. Peluso it was to discuss
8 how he would communicate with his whole team about these
9 questions?

10 A. It was going through each of his questions and
11 then providing him a response to those questions and he
12 informed me that he would take them back to his team.

13 445. Q. You expected that he would answer questions
14 that his team members had consistently? He'd give the
15 same answer to the same question?

16 A. Yeah.

17 446. Q. He'd communicate the information you provided
18 to all those team members?

19 A. If they asked him the question, yeah.

20 447. Q. You would expect it to be consistent with your
21 messaging?

22 A. Correct.

23 448. Q. Which would be consistent with the messaging
24 that the other HR business partners were giving to other
25 employees?

1 A. Depending on the questions but yes. Obviously
2 our responses varied depending on what was being asked of
3 us.

4 449. Q. Yes, but when asked the same question you
5 would give the same answer?

6 A. Yes.

7 450. Q. Paragraph 17 of your affidavit.

8 A. Yes.

9 451. Q. So this is situated around the time of the
10 John Chen email, we've just had sort of those town halls
11 in December, that you had "individual conversations with
12 certain employees who were out of the office on maternity
13 leave" during that period of time.

14 A. Yes.

15 452. Q. "They would not have been at BlackBerry to
16 attend the town hall meetings or to receive an
17 offer of employment in an individual meeting
18 with Ford".

19 My question though is when you were having these
20 conversations with these employees, you would have
21 conveyed the same information that was at the town hall;
22 correct?

23 A. No. Not necessarily, no.

24 453. Q. You would have conveyed...

25 A. I wouldn't have conveyed Ford's benefit

1 packages or anything like that to these employees. That
2 wasn't mine to give.

3 454. Q. Okay, so let's take a step back. Of the
4 information BlackBerry gave to these employees, what you
5 told these employees, it would be consistent. So from the
6 BlackBerry town hall to your conversations with these
7 employees on leave the messaging would be roughly the
8 same. You will agree with that?

9 A. Depending on what questions they asked;
10 correct.

11 455. Q. How many employees were on leave as of
12 January 6, 2017?

13 A. January 6th? There would have been four
14 employees on leave and one about to go on leave.

15 456. Q. So the one who was about to go on leave would
16 have been at the town hall?

17 A. Yes, and honestly I don't know if any of these
18 people on other sites came into the town hall in person or
19 not.

20 457. Q. Okay, so some of these individuals might have
21 actually gone to the town halls for all you know?

22 A. I don't know.

23 458. Q. The second half of that paragraph though you
24 say, "They would not have been at BlackBerry to attend the
25 town halls". So you don't know whether or not they were

1 at BlackBerry town halls is really your evidence?

2 A. I only know the ones in Ottawa. I wasn't in
3 Waterloo or Mississauga so I didn't take an attendance
4 list.

5 459. Q. Did you speak with all four employees who were
6 on leave?

7 A. At what point in time?

8 460. Q. Between November of 2016 and March 2017?

9 A. I don't know if I spoke with them all. I
10 can't confirm what form of communication it was with each
11 of these four. There was communications, yes.

12 461. Q. With all four of them?

13 A. Including the one that was going off on
14 maternity leave, yes.

15 462. Q. Right now I'm just talking about the four.

16 A. So in January?

17 463. Q. Right now I'm just talking about the four who
18 would not have attended the town halls or who may or may
19 not have attended the town halls. We don't know.

20 A. I can't confirm if it was in January, if it
21 was all of them in January or just the certain employees.
22 I know I spoke with some of them in January.

23 464. Q. Some in January.

24 A. Yeah.

25 465. Q. Unclear how many?

1 A. Yeah.

2 466. Q. Okay. That would have been on the phone?

3 A. Yes.

4 467. Q. Did you have any in-person meetings with these
5 employees who were on maternity leave? I'm talking about
6 the four right now.

7 A. In person?

8 468. Q. Yes.

9 A. No.

10 469. Q. Do you have any notes of your phone
11 conversations with the employees who were on leave that
12 occurred in roughly January or February 2017?

13 A. I don't believe I do.

14 MR. REINHOLDT: Can I have an undertaking just to
15 confirm that there aren't any and if there are to provide
16 them?

17 MR. STERNBERG: I'll take that under advisement. *A*

18 MR. REINHOLDT: Okay.

19 470. Q. Paragraph 19 of your affidavit.

20 A. Yeah.

21 471. Q. You say upon your return, so this is following
22 the employees receiving offers from Ford; correct?

23 A. Yes.

24 472. Q. "At least 35 employees approached me
25 with...individual questions by email, phone and in-person".

1 For the phone and in-person discussions did you keep notes
2 of those conversations?

3 A. Very, very minimal notes.

4 MR. REINHOLDT: Okay, can I have an undertaking to
5 check what notes exist for her phone conversations, I
6 guess it would be after they made the offers so after
7 January 18th through to end of February, notes of any phone
8 or in-person meetings that she had? I'd also like copies
9 of the questions by email she refers to, to the extent
10 they haven't already been provided on the record.

11 MR. STERNBERG: Sure. Give me again the time
12 period you're asking about?

13 MR. REINHOLDT: She is referring in paragraph 19
14 to once she returned from leave. So it says she was on
15 leave from January 18th to 20th. So from her return from
16 leave.

17 THE WITNESS: I think I was on leave before that.
18 That's just the period when they were in Ottawa.

19 MR. REINHOLDT:

20 473. Q. You were gone from the 18th to the 20th?

21 A. I was gone for a week.

22 474. Q. So we'll say from January 20th to the end of
23 February. So that would include any notes or records of
24 the phone or in-person meetings that occurred, as well as
25 the questions by email and responses that she or other HR

1 individuals provided to those employees.

2 MR. STERNBERG: So for all email communications
3 between her and any employees from January 20th to the end
4 of February?

5 MR. REINHOLDT: That she is referring to in this
6 that approached her with individual questions, so that
7 approached her with questions.

8 MR. STERNBERG: I'll take that under advisement. *A*

9 MR. REINHOLDT:

10 475. Q. Paragraph 20. If you can just look at the
11 last sentence where you say,

12 "I believe that these conversations affected
13 their understanding of their own employment
14 situation, the nature of the Ford opportunity,
15 and their understanding of their options if
16 they chose to stay at BlackBerry".

17 You start the sentence saying "I believe".

18 A. Yes.

19 476. Q. So you'll agree with me this is your
20 perception?

21 A. Yes.

22 477. Q. Again in paragraph 21 you say Mr. Parker
23 is, "asserting that he and the other employees
24 who received offers from Ford felt that they
25 had no choice but to accept the offer and that

1 if they did not do so, their careers at
2 BlackBerry were likely over".

3 You don't share his perception. "I disagree with
4 his broad assertions". So starting at this part, my
5 question is going to start.

6 A. Yes.

7 478. Q. "I disagree with his broad assertions
8 regarding the understandings of the other
9 employees, based on the many discussions I had
10 with individual employees, as described and
11 illustrated above".

12 So again this was your perception?

13 A. Yes.

14 479. Q. So you're not saying Mr. Parker is lying,
15 you're just saying you had a different perception?

16 A. Yeah, that I didn't believe that people didn't
17 feel they had no choice. I believe they thought they did
18 have a choice.

19 480. Q. So on page 194 in the top right corner of your
20 affidavit, going to paragraph 23...

21 A. Yes.

22 481. Q. We are now talking about the time period after
23 February 2, 2017?

24 A. Correct.

25 482. Q. Now 50 employees have approached you "by

1 email, phone, or in-person with some questions
2 regarding the nature of the resignation
3 process, their benefits, vacation payout, and
4 other similar matters during this period”.

5 Correct?

6 A. Yes.

7 483. Q. So some of them would ask you what the
8 effective date of the resignation from BlackBerry should
9 be?

10 A. Some of them asked what it would be, how they
11 would fill it out.

12 484. Q. Well, it says here that they asked “what the
13 effective date of their resignation from BlackBerry should
14 be”. That’s what it says in your affidavit.

15 A. Correct. How they would fill it out depending
16 on when they were leaving BlackBerry.

17 485. Q. As in what number to put in the box?

18 A. What the date would be.

19 486. Q. You advised them on this?

20 A. I said whatever their final day with
21 BlackBerry would be or, you know, if they were taking
22 vacation prior, depending on when their last day in the
23 office with BlackBerry would be, would be when they were
24 resigning.

25 487. Q. Eventually BlackBerry communicated with

1 employees what the last date should be?

2 A. I believe in their resignation acceptance
3 letter which is already in my affidavit, it talks about
4 that, or in somebody's affidavit. I have to...

5 488. Q. Look at "KK".

6 A. "KK"?

7 489. Q. Of Rebecca Graham's. It's an email from you?

8 A. Yeah.

9 490. Q. I am assuming to all employees who have
10 accepted employment with Ford?

11 A. No, a portion. I didn't send this to every
12 single person who accepted an offer with Ford.

13 491. Q. What is the portion then that this was sent
14 to?

15 A. The ones that I would have been interacting
16 with.

17 492. Q. So Ottawa employees?

18 A. Correct and I also interacted with employees
19 in San Diego, California.

20 493. Q. This email was also sent to employees in
21 San Diego?

22 A. Oh, not this specific one but something
23 similar.

24 494. Q. Okay. Well, what I am asking about, maybe I
25 can just get this through undertaking, who was this email

1 sent to? Do you know exactly who this email was sent to?

2 A. This was sent to employees in Canada that I
3 was the HRBP responsible for communicating with. It
4 wouldn't have been to employees who were on maternity
5 leave as their resignation date would have been entirely
6 different. I believe there were also some employees who
7 may have resigned a little bit earlier, given that they
8 weren't going to be in the office on that date. So they
9 would have had a different resignation date.

10 495. Q. So you can't tell me right now exactly who
11 this email went to?

12 A. Not without checking, no.

13 MR. REINHOLDT: Okay, then I'd like an undertaking
14 for her to check exactly who this email went to.

15 MR. STERNBERG: You're asking for the names of all
16 the employees, the specific employees this one went to?

17 MS. DION: Can you repeat your question?

18 MR. STERNBERG: I said are you asking the names of
19 the specific employees it went to or what? I mean she's
20 described to you who it went to. What info are you asking
21 for?

22 MR. REINHOLDT: Maybe what I want to know is of
23 the employees who accepted employment to Ford, like that's
24 the group I'm interested in, so maybe you can let me know
25 how many of the employees who accepted employment with

1 Ford between November 2016 and February 2017 this email
2 went to.

3 THE WITNESS: As I mentioned to you there was some
4 people --

5 MR. REINHOLDT:

6 496. Q. In Canada.

7 A. But there were some people in Canada who were
8 on a maternity leave. Therefore they would not have had
9 the same resignation date. Their final day with
10 BlackBerry would be entirely different. There may have
11 been employees who were on, you know, wanting to start an
12 early vacation, therefore wouldn't have been in the office
13 on that date. I can't tell you specifically who those
14 people were.

15 497. Q. But that's why I'm just asking for an
16 undertaking of which of the employees who received offers
17 of employment from Ford and accepted those offers of
18 employment from Ford received this email.

19 MR. STERNBERG: Under advisement. *A*

20 MR. REINHOLDT: Okay.

21 498. Q. You'll agree with me though, of the employees
22 who received this email, we'll find out who it was
23 afterwards, this email was saying what their effective
24 date of resignation from BlackBerry would be?

25 A. Yes.

1 499. Q. Okay, we've been going for a little bit. I
2 think I'm going to be about 20 minutes to a half hour
3 left.

4 A. That's fine.

5 500. Q. Do you need a break before we finish or you
6 want to just truck through?

7 A. I'll truck through.

8 501. Q. Okay. Paragraph 25, you reference certain
9 communications to Vann Vogel.

10 A. Correct.

11 502. Q. You forwarded employee questions to him that
12 raised concerns about the resignation?

13 A. Yes.

14 MR. REINHOLDT: I'd like an undertaking for all
15 those communications referred to in paragraph 25. I don't
16 need to see the response from counsel.

17 MR. STERNBERG: Sorry, just give me a minute. You
18 are just asking about the responses that Ms. Jessup
19 provided that are referred to in 25?

20 MR. REINHOLDT: It says here, and I apologize, in
21 the second sentence, second half it says she forwarded
22 emails received from particular employees to Vann Vogel.

23 MR. STERNBERG: Yes.

24 MR. REINHOLDT: I just want those emails that she
25 forwarded to Mr. Vogel.

1 MR. STERNBERG: Okay, well, her emails to
2 Vann Vogel would be privileged in our position. But you
3 want to know which employee emails were sent on?

4 MR. REINHOLDT: Were sent on, yes.

5 MR. STERNBERG: I'll take that under advisement. *A*

6 MR. REINHOLDT:

7 503. Q. Were you instructed to send responses to
8 Mr. Vogel?

9 MR. STERNBERG: Again, if you are asking about or
10 if the answer calls for any discussions with counsel, any
11 instructions from counsel, then it's a refusal and don't
12 answer it. If you are asking whether you were instructed
13 by --

14 MR. REINHOLDT: Well, right now I'm just asking
15 what she was instructed to do --

16 MR. STERNBERG: Well, it may call for privileged
17 information so it's a refusal. *R*

18 MR. REINHOLDT:

19 504. Q. Did anyone who was not a lawyer instruct you
20 to send these emails to Mr. Vogel?

21 A. After I think maybe the first email I received
22 and which I shared with my manager, I was told to send to
23 Vann, after that I just automatically sent them.

24 505. Q. When you say a conversation with your manager
25 that's Rebecca Graham?

1 A. Correct.

2 506. Q. So to the best of your knowledge she's the one
3 who instructed you to send it to Mr. Vogel?

4 A. The first one.

5 507. Q. Sent the first one and then you did it on your
6 own initiative afterwards?

7 A. Yes.

8 508. Q. Okay, thank you. Paragraph 27.

9 A. Yes.

10 509. Q. We're starting to get into conversations you
11 had with Mr. Parker.

12 A. Okay.

13 510. Q. He first approached you in December 2016.

14 A. Yes.

15 511. Q. He reached out to you to discuss whether there
16 were equivalent roles available to him on a particular
17 team within a different BlackBerry business unit?

18 A. Yes.

19 512. Q. You are referring to the email of his
20 affidavit at Exhibit "H".

21 A. Yes.

22 513. Q. So this email exchange, Exhibit "H", that's --

23 A. It's not really an exchange but...

24 514. Q. Sorry, you're right. It's this email from
25 you. You're referring to this email in your affidavit?

1 A. Yes.

2 515. Q. In your affidavit you said,
3 "I advised Mr. Parker that certain roles on
4 that team had already been approved and posted
5 on BlackBerry's internal site".

6 So when you say "that certain roles on the team",
7 you're talking about the QNX team?

8 A. Correct.

9 516. Q. You say you advised Mr. Parker that they had
10 been posted on the internal site. You also say,

11 "At the time of this exchange, a further set of
12 jobs on that team was also anticipated at the
13 time but not yet available".

14 A. Yes.

15 517. Q. The next sentence it says,
16 "There were also available roles on various
17 other projects/teams within Mobility Solutions
18 that were beginning to be posted and were
19 therefore available to Mr. Parker and other
20 employees".

21 You say there were available roles. So you're not
22 saying you communicated this to Mr. Parker?

23 A. We did have conversations, yes, in which I
24 communicated that to him.

25 518. Q. So you weren't just making a statement here.

1 This is something you say you communicated to Mr. Parker?

2 A. We had conversations about.

3 519. Q. You have read Mr. Parker's reply materials?

4 A. Yes, I have.

5 520. Q. Okay, so you have seen in his affidavit - and
6 maybe I'll take you to it --

7 A. This is the response?

8 521. Q. Yes, that's the thinner one. So it's
9 paragraph 21 of his affidavit.

10 A. Yeah, I see that.

11 522. Q. He says that you never told him that a further
12 set of jobs existed but he does recall you telling him
13 that,

14 "BlackBerry could not guarantee me a position
15 should I decline the Ford offer and that there
16 were no positions available within BlackBerry's
17 Autonomous Driving Research Centre".

18 So my first question is where he says, "I do
19 however recall Ms. Jessup specifically..." telling him that
20 statement, did you make that statement to him?

21 A. Sorry, which one? There's a number of
22 statements in that.

23 523. Q. Well, that's what I was asking about was the
24 last sentence of this paragraph.

25 A. The last sentence? That I told him BlackBerry

1 could not guarantee him a position should he decline the
2 Ford offer and that there were no positons available
3 within BlackBerry's Autonomous Research Centre? What I
4 told him in my email was that there was no new roles. We
5 never specifically talked about the Autonomous Driving
6 Centre.

7 He was asking questions about the QNX BTS business
8 unit and at that time I told him that there was no new
9 roles meaning there were certainly always approved roles
10 in that business unit. They always, always had job
11 postings. I told him there had been no new ones posted.

12 524. Q. Okay. He also says that you never told him,
13 well, first of all the first part of the sentence, "She
14 claims to have told me that certain roles had already been
15 approved and posted on BlackBerry's internal site".

16 A. I totally told him that.

17 525. Q. He says he disagrees.

18 A. He disagrees.

19 526. Q. Coming back to your email at Exhibit "H"...

20 A. Yes.

21 527. Q. You'll agree with me that this email only
22 deals with QNX roles?

23 A. Correct, yes.

24 528. Q. It doesn't refer to postings on BlackBerry's
25 internal site?

1 A. No, it does not.

2 529. Q. You say that you are not aware of when any new
3 ones would be opened?

4 A. I wasn't. I didn't support QNX.

5 530. Q. So you couldn't give him a timeframe on that?

6 A. No.

7 531. Q. You never told him that a further set of jobs
8 existed in this email?

9 A. No. That was an in-person conversation.

10 532. Q. Did that conversation occur before or after
11 December 23, 2016?

12 A. I believe it was before.

13 533. Q. You think it was before?

14 A. Yeah. It was closer to when he started asking
15 questions.

16 534. Q. You didn't think it important to put that
17 information in writing to him when you were sending this
18 email?

19 A. No, because we were specifically talking about
20 QNX in the response I sent to him. He was asking about
21 the Autonomous Driving Centre and QNX so my response was
22 geared to that.

23 535. Q. You will agree with me that you had various
24 other communications with Mr. Parker throughout December,
25 January, including communications in writing?

1 A. In writing, yeah, in emails.

2 536. Q. In emails? You'll agree with me that none of
3 that is put in those mails, nothing that you say in this
4 paragraph right here is contained in any of those emails?

5 A. No, they're not. This is in-person.

6 537. Q. So it's your recollection against Mr. Parker's
7 recollection?

8 A. Correct.

9 538. Q. So you're saying he's lying then?

10 MR. STERNBERG: Don't answer that. It's not a
11 proper question. *O*

12 MR. REINHOLDT:

13 539. Q. Paragraph 29.

14 A. 29 of mine or his?

15 540. Q. Sorry, of yours. I apologize. So, yes, back
16 to your affidavit.

17 A. Correct.

18 541. Q. So you talk about an exchange with Mr. Parker.
19 You mentioned him interrupting and demanding that you send
20 various information.

21 A. Yes.

22 542. Q. Are you suggesting he was acting
23 unprofessionally?

24 A. In one instance, yes.

25 543. Q. He was being unprofessional?

1 A. I felt somewhat threatened, yes.

2 544. Q. You felt threatened?

3 A. Yes.

4 545. Q. Did you write to Mr. Parker that his behaviour
5 was unacceptable?

6 A. I asked him to leave my office.

7 546. Q. Did you write to Mr. Parker was my question.

8 A. No.

9 547. Q. Did you put a note in his HR file about it?

10 A. No.

11 548. Q. Did you write to the other HR business
12 partners that you had been threatened by an employee?

13 A. I called them crying.

14 549. Q. You called them crying?

15 A. Yeah.

16 550. Q. Are there notes from that conversation?

17 A. No, it was an emotional conversation in which
18 I picked up the phone.

19 551. Q. But there is no record of this?

20 A. No. When I say threatened I should say it
21 wasn't physical or anything. He was just being very
22 aggressive in his demeanor.

23 552. Q. Again you have seen his evidence that he
24 denies that he acted inappropriately?

25 A. I saw his evidence, yes.

1 553. Q. So you disagree with his recollection of that
2 meeting?

3 A. Yes.

4 554. Q. But there are no records of it?

5 A. No.

6 555. Q. So that exchange was on February 2nd?

7 A. No.

8 556. Q. Or, sorry, it was sometime after February 2nd I
9 assume?

10 A. It was, yeah, I wasn't even in the office on
11 February 2nd. It would have been the following week,
12 mid-week.

13 557. Q. So the following week, mid-week. So sometime
14 around February 9th roughly?

15 A. Before February 9th.

16 558. Q. Before February --

17 A. Yeah.

18 559. Q. So right around February 9th.

19 A. It was before. It was before February 9th,
20 yes.

21 560. Q. You were aware that Mr. Parker was the
22 representative plaintiff in this class action? Sorry,
23 when did you become aware that this class action was
24 started?

25 A. Not until it was announced on the news and

1 even then I didn't know who it was.

2 561. Q. So when did you become aware that Mr. Parker
3 was the representative --

4 A. I don't know. I know it came out in the news
5 first and then it was after that. I heard the news
6 announcement first.

7 562. Q. Was it before the employees went to Ford, so
8 before March 1st? Did you become aware that Mr. Parker was
9 the representative plaintiff before March 1st?

10 A. Yes.

11 563. Q. You'll see in Mr. Parker's affidavit, I don't
12 think I need to take you to, that the notice of action was
13 issued on February --

14 MR. STERNBERG: If you're saying to her you'll see
15 in the affidavit, tell her where so she can look at it.

16 MR. REINHOLDT:

17 564. Q. Sorry, it was going to the date.

18 A. Sorry, which affidavit am I referring to
19 because there's two?

20 565. Q. Well, I don't need you to refer to it. All
21 I --

22 A. Well, I'd like to see what you're pointing to
23 in my own eyes.

24 566. Q. If you want to go to his first affidavit. So
25 go to tab 2 and paragraph 2.

1 A. His first affidavit?

2 567. Q. Yes.

3 A. I don't see a tab 2.

4 MS. DION: It's behind the index.

5 MR. STERNBERG: I'm sorry, yes, go to tab 2 of the
6 motion record.

7 THE WITNESS: Oh, sorry. Sorry. Okay, yes.

8 MR. STERNBERG: Which paragraph?

9 MR. REINHOLDT:

10 568. Q. Paragraph 2. I'm just trying to put the date.
11 So the notice of action was issued on February 15, 2017.
12 So at some point between February 15, 2017 and March 1st
13 you were aware that Mr. Parker was the representative
14 plaintiff?

15 MR. STERNBERG: Just to be fair to the witness I
16 think she had told you sometime after it came out in the
17 news. I think those articles are in the record. I don't
18 know if they were the 15th. They may have been a day or
19 two later.

20 MR. REINHOLDT: Fair enough.

21 THE WITNESS: Can I correct? I don't think I knew
22 that he was the representative. I knew that he was
23 involved.

24 MR. REINHOLDT:

25 569. Q. You knew he was involved in the litigation?

1 A. Yeah, I didn't realize he was the
2 representative until...

3 570. Q. Okay, fair enough. But you were aware roughly
4 in the last two weeks of February that he was involved in
5 the litigation?

6 A. Yes.

7 571. Q. You saw his name in the news?

8 A. Yeah.

9 572. Q. At that point did you send any communications
10 to anyone about his threatening or his demeanor in that
11 earlier meeting?

12 A. No, it was all conversations.

13 573. Q. You didn't think it important when you
14 understood he was part of this litigation that you would
15 document that?

16 A. No, because it happened before I even knew
17 that the litigation was going on.

18 574. Q. You'll agree with me that was roughly
19 two-and-a-half weeks before you became aware that he was
20 involved in the litigation?

21 A. So the one instance in which I didn't like the
22 conversation, like it just left me with a very bad
23 feeling, was prior to even knowing the lawsuit was going
24 on.

25 575. Q. But once it was going on you didn't think to

1 document the fact that that had occurred two-and-a-half
2 weeks before?

3 A. No. I had told my - the girls on my team and
4 my manager about it.

5 576. Q. Okay. Can we go to Exhibit "PP" of
6 Rebecca Graham's affidavit and this is sort of the last
7 set of questions we're going to get into.

8 A. Yes.

9 577. Q. This is communication between yourself and
10 Rebecca Graham on February 23, 2017?

11 A. There is two others added on that as well.

12 578. Q. Starting on the top one, it's the 23rd? The
13 one from you to Rebecca Graham was February 23, 2017?

14 A. Yes. Also Jennifer Mascarin and Lisa Carswell
15 were on that email.

16 579. Q. Yes.

17 A. Yes. Yes.

18 580. Q. The subject is Nita requests employee
19 feedback?

20 A. Correct.

21 581. Q. That is Nita White-Ivy?

22 A. Yes.

23 582. Q. Going to the email below it which is from
24 Rebecca Graham to you, Jennifer and Lisa...

25 A. Yes.

1 583. Q. We have an email where Nita, so that's

2 Nita White-Ivy, is --

3 A. I don't see that.

4 584. Q. Sorry, let me step back. Ms. Graham is
5 preparing a report for Nita on Silver and she was
6 highlighting that some of the employees "expressed an
7 interest in distancing themselves from those involved in
8 the lawsuit"?

9 A. Correct.

10 585. Q. So she was asking you to provide information
11 for that report?

12 A. She was asking me, yeah, if I could tell her
13 which employees had expressed interest in distancing
14 themselves from the lawsuit, yes.

15 586. Q. Nita is the most senior person in your group?

16 A. Yes.

17 587. Q. You thought it important to be accurate when
18 you were reporting to her?

19 A. I wasn't reporting to her.

20 588. Q. Sorry, if you were involved in communications
21 going to Nita you would think it was important to be
22 accurate?

23 A. Correct, yes.

24 589. Q. And disclose all the relevant information?

25 A. Yes.

1 590. Q. In your email you say "Richard MacKay said he
2 wanted to hand in his resignation letter in order to
3 distance himself from what transpired last week".

4 A. Yes.

5 591. Q. So when you wrote that email that was an
6 accurate statement about what --

7 A. Richard MacKay told me, yes.

8 592. Q. That's what he told you? Okay. You
9 understood at the point that Nita was asking for
10 information - so this is February 23rd - at this point you
11 understood that the class action had been started?

12 A. I understood as to what was available on the
13 news and that they had received a letter, yes.

14 593. Q. In light of litigation going on about this you
15 understood it was important to be accurate?

16 A. Correct.

17 594. Q. You had a general understanding of what the
18 litigation was about?

19 A. Yes.

20 595. Q. You understood that the resignation letters
21 were part of the litigation or at least one of the issues
22 in the litigation which is why Nita is asking about that?

23 MR. STERNBERG: You keep saying Nita. There is no
24 request from her. The request is from Rebecca Graham.

25 MR. REINHOLDT: Or, sorry, she's not asking about

1 that.

2 596. Q. Sorry, the request is from Rebecca Graham but
3 to report to Nita.

4 A. Correct.

5 597. Q. You understood her report would go to Nita?

6 A. That's what she's telling me so...

7 598. Q. When was this conversation with Mr. MacKay?

8 A. It was the date in which he gave in his
9 resignation letter so whatever is on that date. I don't
10 have the specific date.

11 599. Q. Do you remember roughly?

12 A. Obviously before February 23rd and February -
13 February 2nd and February 23rd. I can't tell you the
14 specific date in which he gave me his resignation letter.
15 It would have been on what he told me.

16 600. Q. Do you remember where that conversation took
17 place?

18 A. In my office.

19 601. Q. Do you have notes from that conversation?

20 A. No.

21 602. Q. No notes. Okay, so in your affidavit at
22 paragraph 29, if you want to turn back to that, you can
23 maybe hold your place in the exhibit just to make it easy.

24 A. Okay.

25 603. Q. Sorry, paragraph 31 of your affidavit.

1 A. Correct.

2 604. Q. In the middle of the page we see,
3 "Richard MacKay, came to my office to hand in
4 his resignation letter in person, and expressed
5 that he wanted to submit a resignation letter
6 in order to distance himself from this action,
7 and indicating that we considered that he had
8 exercised a choice".

9 A. Yes.

10 605. Q. You'll agree with me that that last statement,
11 "indicating that we considered that he had exercised a
12 choice", is not contained in this email at Exhibit "PP" of
13 Rebecca Graham's affidavit where you are reporting to her
14 about the conversations you had?

15 A. Correct.

16 606. Q. Underneath it we have Dominic Peluso.

17 A. Yes.

18 607. Q. He said that he had a number of employees who
19 came to him asking what they could do to remove themselves
20 from the lawsuit.

21 A. Correct.

22 608. Q. You had an in-person conversation with him
23 about it?

24 A. Yes.

25 609. Q. Do you remember when that conversation

1 occurred?

2 A. No.

3 610. Q. Do you have any notes from that conversation?

4 A. I don't believe I do.

5 611. Q. So you were the individual from BlackBerry who
6 sent an email in February that contained - actually, let
7 me be fair to you, let me take you to the exhibit. Let's
8 go to "K" of Parker's affidavit.

9 A. Yes.

10 612. Q. You wrote this email at "K"?

11 A. I was not the one to draft the actual email.
12 It was a group collaboration and then we were each
13 responsible for sending it to the employees that we were
14 interacting with.

15 613. Q. So who was the group?

16 A. That drafted this email?

17 614. Q. Yes.

18 A. It was the girls on my team, Lisa, Jen and
19 Rebecca and I. There was input from other stakeholders.

20 615. Q. Who were the other stakeholders?

21 A. With regards to the important note about
22 assuming financial responsibility, that came from our
23 Mobile Carriers Team. The primary device and phone
24 number, we would have got input from our Software
25 Operations Team on that aspect.

1 MR. STERNBERG: It goes without saying but I'll
2 say it anyway, I don't know what the answer is but to the
3 extent there was and I don't know if there was maybe input
4 from legal, then you are instructed not to tell him about
5 input from legal because that's privileged.

6 MR. REINHOLDT: Okay, and I'm going to ask the
7 question.

8 616. Q. Was there input from legal?

9 MR. STERNBERG: Then don't answer it. That's a
10 refusal.

R

11 THE WITNESS: Okay.

12 MR. REINHOLDT: And then we'll deal with it later,
13 yes.

14 MR. STERNBERG: That's privileged.

15 MR. REINHOLDT: So other HR people assisted
16 drafting, other stakeholders assisted drafting. I'd like
17 an undertaking for all drafts --

18 MR. STERNBERG: I think they said other
19 stakeholders had input. In any event...

20 MR. REINHOLDT:

21 617. Q. Had input, they assisted, they reviewed
22 drafts?

23 A. They wouldn't have reviewed the draft in its
24 entirety, no.

25 618. Q. They would have reviewed parts?

1 A. Well, the information that they were giving us
2 about financial responsibility.

3 MR. REINHOLDT: All right. So I'd like an
4 undertaking for all correspondence, memos, emails,
5 electronic and hard copies, with respect to drafting this
6 email. So drafts of emails providing input...

7 MR. STERNBERG: It's under advisement. *A*

8 MR. REINHOLDT: Okay, and specifically who all the
9 other stakeholders were in drafting this email and
10 providing input in drafting or approving this email and
11 related attachments in that same exhibit.

12 MR. STERNBERG: Under advisement. *A*

13 MR. REINHOLDT:

14 619. Q. When did your team start discussing drafting
15 this email? When did discussion about this email start?

16 A. After the deadline to accept offers from Ford
17 so we would have had to know from Ford who had accepted an
18 offer.

19 620. Q. So Ford informed BlackBerry who had accepted
20 an offer?

21 A. Yes.

22 621. Q. You received that list of individuals who had
23 accepted an offer?

24 A. Yes. I didn't receive - yes.

25 622. Q. You sent this email to any of the individuals

1 who had accepted an offer with Ford?

2 A. Yes. Well, I mean I sent it to my specific
3 group that I was responsible for sending to.

4 623. Q. So other HR business partners sent this same
5 email to other Ford employees?

6 A. Yes.

7 624. Q. Was it identical?

8 A. Yes.

9 625. Q. Between the emails that you sent and then the
10 other business partners sent it would have covered every
11 employee who received an offer from Ford to your
12 knowledge?

13 MR. STERNBERG: I think she said received and
14 accepted an offer from Ford.

15 MR. REINHOLDT:

16 626. Q. Sorry, and accepted. That's fair.

17 A. No, because there was people who accepted
18 offers from Ford at a much later stage. So they wouldn't
19 have been on this email.

20 627. Q. The ones who had accepted an offer from Ford
21 as of the date you were sending this email?

22 A. Yes.

23 628. Q. Every single person who had received an offer
24 from Ford as of this date received this email?

25 MR. STERNBERG: Received and accepted. You keep

1 saying just received. There's a difference.

2 MR. REINHOLDT:

3 629. Q. And accepted, sorry.

4 A. You know what, let me change that because the
5 people who were joining Ford at a much later time due to
6 the maternity leave we may have been informed but because
7 they weren't close to their final day they wouldn't have
8 received this.

9 630. Q. So it's the four, I guess five individuals at
10 this point we talked about earlier, they wouldn't have
11 received this email?

12 A. No.

13 631. Q. But everybody else who as of this date had
14 received and accepted a Ford offer would have received
15 either the one from you or the same version from someone
16 else?

17 A. Yes.

18 632. Q. We see a draft resignation letter on the
19 second-last page.

20 A. A template, yes.

21 633. Q. Did you draft this?

22 A. No.

23 634. Q. Do you know who drafted this?

24 A. No, actually I don't.

25 635. Q. They just sent it to you to pass along --

1 A. One of the girls on the team.

2 636. Q. But you're not sure which?

3 A. No.

4 637. Q. Back to the email at the first page.

5 A. Yes.

6 638. Q. It talks about the resignation letter.

7 A. Yes.

8 639. Q. It says that employees are required to
9 complete, sign and submit the resignation letter.

10 A. Yes.

11 640. Q. Did you draft this paragraph?

12 A. No.

13 641. Q. Do you know who drafted this paragraph?

14 A. No.

15 642. Q. Were you involved in the decision to request
16 that employees provide resignation letters?

17 A. Like the ultimate decision? No, it was not
18 me.

19 643. Q. Do you know who decided that employees would
20 have to submit resignation letters?

21 A. No.

22 MR. STERNBERG: Counsel, I didn't interject and
23 stop these questions so we can get done but just so you
24 know I don't see the relevance to those questions about
25 who - the decision. To me they are neither here nor

1 there, especially for purposes of the issues on the
2 certification motion. I just want to put that on the
3 record so you don't take my silence the wrong way on that.
4 In any event I allowed the questions and you got the
5 answers on those but that is my view of it. I am trying
6 to get the examination finished.

7 MR. REINHOLDT: Yes, and to put our position on
8 the record, our theory of the case and aspects of the case
9 including aggravated damages, is that this was an
10 orchestrated transaction by BlackBerry to avoid paying out
11 severance amounts. So I am entitled to know who was
12 conducting the orchestra.

13 MR. STERNBERG: It's your theory of the case. You
14 may have an argument there is some relevance on the merits
15 at discovery if the case were there. But that's not what
16 the drill is. In any event, you have put your position, I
17 have put mine. We don't need to debate it now.

18 MR. REINHOLDT: But just to put it on the record
19 that it was common to all employees and that there was a
20 plan to treat all employees the same which goes to common
21 issues and is completely relevant to this motion.

22 MR. STERNBERG: We disagree on that but in any
23 event we have each put the position on the record.

24 THE WITNESS: Can I add to what I was saying?

25 MR. REINHOLDT:

1 644. Q. Sure.

2 A. It is our process for all times that an
3 employee leaves the organization due to accepting a new
4 job that we do request that they sign a letter, a
5 resignation letter. So - sorry, go ahead.

6 645. Q. Had you ever sent an employee a resignation
7 letter to sign before? Have you ever drafted a
8 resignation letter for an employee before?

9 MR. STERNBERG: Don't answer the question. It's
10 irrelevant. *O*

11 MR. REINHOLDT:

12 646. Q. You will agree with me this was unusual?

13 MR. STERNBERG: No, don't answer the question.
14 It's not relevant. *O*

15 MR. REINHOLDT: I am maintaining that both of
16 those questions were proper.

17 647. Q. In your affidavit you say - and let me take
18 you to paragraph 22...

19 A. Yes.

20 648. Q. You say that, "The reason for the resignation
21 letter request is discussed at paragraphs 63 and 64 of the
22 Graham Affidavit" and you agree with this description. So
23 before we go to that, I'm going to take you there too,
24 don't worry.

25 A. Yeah.

1 649. Q. When you swore this you read her description
2 and agreed that it was true at the time?

3 A. Yes.

4 650. Q. Okay, so let's go to her affidavit at 63 and
5 64. Paragraph 64. It says,

6 "The reason we asked employees to provide the
7 resignation letter was simply to have
8 confirmation from the employee rather than the
9 notification we had received from Ford that the
10 employee had in fact accepted the offer to join
11 Ford and would therefore be resigning from
12 BlackBerry".

13 A. Yes.

14 MR. STERNBERG: Well, it carries on. Read the
15 rest which is in brackets.

16 MR. REINHOLDT:

17 651. Q. "And for confirmation from the employee of the
18 timing of their departure".

19 A. Yes.

20 652. Q. So your evidence is that that was the only
21 reason?

22 A. Yes, confirmation.

23 653. Q. It was just confirmation? Okay, I'm going to
24 be done in less than five minutes. Could you just give me
25 five minutes to make sure I hit everything and then we'll

1 come in and finish? Okay.

2 (SHORT RECESS)

3 MR. REINHOLDT:

4 654. Q. We asked for an undertaking for written
5 communications with Nita. I just wanted to clarify did
6 you also have phone or in-person conversations with Nita
7 from November 2016 to March 2017?

8 A. No.

9 655. Q. No phone or in-person conversations whatsoever
10 with her?

11 A. Conversations? Sorry, I had no conversations
12 with her. She does hold HR town halls from time to time
13 but I wouldn't constitute that as a conversation.

14 656. Q. So HR town halls --

15 A. Means that all HR staff are invited to attend
16 the meeting.

17 657. Q. Is that globally?

18 A. Yes.

19 658. Q. Like BlackBerry globally? Okay. In any of
20 those town hall meetings with her did she discuss the
21 BlackBerry/Ford arrangement?

22 A. No.

23 659. Q. Did you have any other type of teleconference
24 or meeting that involved Nita White-Ivy in which she
25 discussed the BlackBerry or Ford arrangement?

1 A. No.

2 660. Q. So back to Exhibit "K" to Parker's affidavit
3 where we were before, the resignation letter.

4 A. Yes.

5 661. Q. On the back page of that so the very last page
6 of that exhibit...

7 A. Yes.

8 662. Q. We have post-employment obligations.

9 A. Yes.

10 663. Q. Did you draft this?

11 A. No.

12 664. Q. Do you know who did?

13 A. Yes. I'm aware of people that had input into
14 it.

15 665. Q. So who provided input into this?

16 MR. STERNBERG: Don't answer the question. *O*

17 MR. REINHOLDT:

18 666. Q. Did legal provide input into this?

19 MR. STERNBERG: Don't answer the question. *O*

20 MR. REINHOLDT: I maintain that's a fair question.

21 667. Q. So you had no involvement in drafting this?

22 MR. STERNBERG: I take the position it's
23 irrelevant and privileged.

24 MR. REINHOLDT: Okay.

25 668. Q. You had no involvement in deciding whether or

1 not to send this to employees?

2 A. No.

3 669. Q. Did Rebecca Graham?

4 MR. STERNBERG: Don't answer. *O*

5 MR. REINHOLDT:

6 670. Q. Do you know if Rebecca Graham had input in
7 deciding whether or not that got sent to employees?

8 MR. STERNBERG: Don't answer the question. I'm
9 not seeing the relevance of that. *O*

10 MR. REINHOLDT:

11 671. Q. This was decided at a higher level than you
12 whether or not to send this agreement to employees?

13 MR. STERNBERG: Counsel, it's the same position
14 however you ask the question.

15 MR. REINHOLDT: I know and I'm just getting them
16 on the record so we can deal with it in a refusals motion.

17 MR. STERNBERG: Okay, it's a refusal. *R*

18 MR. REINHOLDT: Okay. That was the end of my
19 questions. I just want to add one thing, subject to the
20 outcome of any undertakings and refusals motions. So we
21 are adjourning and we may have more questions based on
22 what comes from that.

23 MR. STERNBERG: Just let me check my notes. I
24 started to do it but give me a few more minutes.

25 (OFF RECORD DISCUSSION)

1 RE-EXAMINATION BY MR. STERNBERG:

2 672. Q. I just have a few questions of re-examination.
3 Ms. Jessup, turn to paragraph 12 of your affidavit,
4 please.

5 A. Yes.

6 673. Q. During your cross-examination you were asked
7 some questions about that paragraph.

8 A. Correct.

9 674. Q. In particular you were asked some specific
10 questions about the sentence that starts with, "Certain
11 other employees". Do you see that sentence?

12 A. Correct.

13 675. Q. You recall being asked some questions about
14 that?

15 A. Yes.

16 676. Q. In these other conversations that you were
17 having with employees that you are referring to in that
18 sentence, did various employees tell you that in their
19 offer they had received from Ford their years of service
20 would not carry forward?

21 A. Yes, from the --

22 MR. REINHOLDT: Hang on. I'm going to object to
23 the question.

O

24 MR. STERNBERG: On what basis?

25 MR. REINHOLDT: That we were referring to a period

1 of time when we were talking about this I think before the
2 Ford offers even came in.

3 MR. STERNBERG: No. Well, I disagree. Anyway, I
4 disagree because the Rahul Trivedi, it was one email. But
5 this sentence is not talking about that email or a time
6 period. It's more general. Anyway, your position is on
7 the record.

8 677. Q. You can answer the question.

9 MR. REINHOLDT: Answer the question. We'll deal
10 with it after.

11 THE WITNESS: So I was aware from the group of 15
12 managers that their service was not carrying over to Ford,
13 yes.

14 MR. STERNBERG:

15 678. Q. Are any of the conversations you are referring
16 to in paragraph 12 ones that you had in January with other
17 employees that received offers later?

18 A. Sorry?

19 679. Q. Or were you just talking there about employees
20 that had received offers in December?

21 MR. REINHOLDT: Okay, I am going to object. You
22 are leading her through the questions which is the exact
23 same objection you made to me yesterday.

O

24 MR. STERNBERG: There was nothing leading about
25 it. It's an absolutely direct follow-up question.

1 680. Q. You can answer it. What I am asking is the
2 sentence in paragraph 12 that starts with, "Certain other
3 employees asked me questions". In that sentence are you
4 referring just to employees that received offers in
5 December or are you also referring to --

6 MR. REINHOLDT: Again, I --

7 MR. STERNBERG: Hold on. It's an either/or.

8 681. Q. Or are you also referring to employees that
9 asked you questions after that in January?

10 MR. REINHOLDT: I am going to object that the
11 either/or is leading her into one of two answers. *O*

12 THE WITNESS: So --

13 MR. REINHOLDT: Sorry, hang on. Don't answer the
14 question. I am objecting to that question.

15 MR. STERNBERG: I don't see the difficulty. I can
16 ask it in even a more open-ended way. I don't frankly
17 understand the basis for it but let me ask it this way.

18 682. Q. When you are talking about discussions with
19 certain other employees in that sentence, what time period
20 are you talking about?

21 A. I'm not specifically speaking to a time period
22 in that. It was just the questions that were being asked
23 of me after December 8th and 9th.

24 683. Q. So whenever those questions were that were
25 being asked of you, in those discussions did employees

1 indicate to you what was in their Ford offer about
2 carrying over service?

3 A. Many --

4 MR. REINHOLDT: Again, I am going to object. You
5 are leading her into what the employees said. You are
6 asking her a specific thing that employees said and I'm
7 objecting to that question. *O*

8 MR. STERNBERG:

9 684. Q. Anyway, you can answer it.

10 MR. REINHOLDT: You can ask her what employees
11 said. You can't say did they say this specific thing.
12 That's leading.

13 THE WITNESS: The only things I was aware of - oh,
14 sorry.

15 MR. STERNBERG: I can ask it another way.

16 THE WITNESS: Yeah.

17 MR. STERNBERG: I don't understand the objection.

18 685. Q. But anyway you can answer it this way. Did
19 the employees tell you anything about carrying over
20 service or not from their offers they had received? Did
21 they tell you anything about that in the discussions you
22 had with them?

23 A. Yes, they did.

24 686. Q. What did they tell you?

25 A. They were all telling me that their service

1 would not go to Ford and they would start as new
2 employees.

3 687. Q. If you turn to Exhibit "KK" of Ms. Graham's
4 affidavit, please, in that exhibit there is an email from
5 yourself dated February 27, 2017.

6 A. Yes.

7 688. Q. You were asked some questions about this
8 document and about the request for resignation letters.
9 Do you recall that? Do you recall that you were asked
10 some questions about that?

11 A. About the resignation letter process? Yes.

12 689. Q. My follow-up question is by the time of this
13 email, so by February 27, 2017...

14 A. Yes.

15 690. Q. By that date had BlackBerry already received
16 resignation letters from employees?

17 A. Yes.

18 691. Q. Did the resignation letters submitted by
19 employees confirm the date of resignation or their last
20 day of employment at BlackBerry?

21 A. On those we received, yes, it did.

22 MR. STERNBERG: Thank you. Those are all the
23 questions I have.

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--THE CROSS-EXAMINATION ADJOURNED AT THE HOUR OF
2:15 IN THE AFTERNOON.

WE HEREBY CERTIFY THAT the foregoing was
transcribed to the best of our skill and ability.

.....

G R S / B L