

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

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

**AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF CINRAM
INTERNATIONAL INC., CINRAM INTERNATIONAL
INCOME FUND, CII TRUST AND THE COMPANIES
LISTED IN SCHEDULE "A"**

Applicants

MOTION RECORD

September 11, 2012

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Committee of Former Canadian Cinram
Employees (Walter Canlubo, Yvonne Lewis
and Li Chin Liu)

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF CINRAM
INTERNATIONAL INC., CINRAM INTERNATIONAL
INCOME FUND, CII TRUST AND THE COMPANIES
LISTED IN SCHEDULE "A"

Applicants

NOTICE OF MOTION

Walter Canlubo, Yvonne Lewis and Li Chin Liu (collectively, the "Ad Hoc Committee of Former Canadian Cinram Employees" or the "Ad Hoc Committee") will make a motion to a judge on a date to be fixed, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order substantially in the form attached as Appendix A:
 - (a) abridging the time for service of this Notice of Motion and dispensing with service on any person other than those served;

- (b) appointing the Ad Hoc Committee as representatives of all former Canadian employees of Cinram International Inc. ("Cinram") who are owed or who may be owed pay in lieu of notice, severance pay, wages, and/or any other amounts prescribed by law whether under statute or contract (the "Former Canadian Cinram Employees") in this proceeding, and other ancillary relief;
 - (c) appointing Paliare Roland Rosenberg Rothstein LLP ("Paliare Roland") as representative counsel to the Ad Hoc Committee and the Former Canadian Cinram Employees;
 - (d) ordering that all reasonable legal, financial expert and advisory fees and all other incidental fees and disbursements, as may have been or shall be incurred by the Ad Hoc Committee and their counsel, shall be paid by Cinram; and
 - (e) directing that the applicants and the applicants' other creditors enter into good faith negotiations with the Ad Hoc Committee, on behalf of the Former Canadian Cinram Employees, to arrive at a mutually acceptable compromise respecting the claims of the Former Canadian Cinram Employees;
2. In the alternative to paragraph 1, an Order appointing a receiver over Cinram's property, assets and undertakings, or directing that Cinram file an assignment in bankruptcy in order to permit the Former Canadian Cinram Employees to access

the payments available under the *Wage Earner Protection Program Act*, S.C. 2005, c. 47 (the “WEPPA”); and

3. Such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

The Former Canadian Cinram Employees’ Entitlement to Pay in Lieu of Notice and Severance Pay

4. On June 25, 2012, the applicants obtained an order under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), staying all proceedings and claims against them (the “Initial Order”).
5. The applicants’ stated principal objectives for applying under the CCAA and obtaining the Initial Order were to:
 - (a) ensure the ongoing operations of Cinram;
 - (b) ensure the applicants had the necessary availability of working capital funds to maximize the ongoing business of Cinram for the benefit of its stakeholders; and
 - (c) complete the sale and transfer of substantially all of Cinram’s core business as a going concern to an entity owned by the Najafi Companies, pursuant to an Asset Purchase Agreement dated June 22, 2012 (the “Asset Purchase Agreement”).



6. On August 25, 2012, Cinram terminated the employment of a significant number of its employees working at its three Canadian facilities located at:
 - (a) 2255 Markham Rd. in Scarborough, Ontario (the “CAC Plant” or “CAC”);
 - (b) 5590 Finch Ave. in Scarborough, Ontario (the “CVC Plant” or “CVC”); and
 - (c) 400 Nugget Ave. in Scarborough, Ontario (the “Nugget Plant” or “Nugget”)on the basis that their positions had been eliminated as a result of the restructuring.
7. In some instances, the former employees were invited to contact a temp agency, which offered the employees temporary positions with Cinram doing the same work they had performed before their termination at a lower pay, and without benefits.
8. On August 31, 2012, the asset transaction for the sale of Cinram’s North American business closed pursuant to the Asset Purchase Agreement. The purchase price for both the North American business and the European business (which is expected to close by December 17, 2012) was \$82,500,000.
9. That day (August 31, 2012), Cinram terminated additional employees at its three Canadian facilities, again on the basis that the employees’ positions were eliminated.
10. The Ad Hoc Committee estimates that, since August 25, 2012, over 100 hourly and salaried employees at Cinram’s three Canadian facilities lost their jobs.

11. Despite terminating its permanent, fulltime employees at the three Canadian facilities on the basis that the employees' positions were eliminated, since August 27, 2012, Cinram has employed workers (including some of the Former Canadian Cinram Employees) through a temp agency to fulfil the roles of the Former Canadian Cinram Employees.
12. The Former Canadian Cinram Employees are owed, among other things, the minimum amounts for pay in lieu of notice and severance pay prescribed by the *Employment Standards Act, 2000*, S.O. 2000, c. 41 (the "ESA").
13. In reliance on the Initial Order, Cinram has refused to pay any of the pay in lieu of notice and severance pay that is owing to the Former Canadian Cinram Employees.
14. Cinram has not entered into any negotiations or discussions with the Former Canadian Cinram Employees with respect to their claims.

The Ad Hoc Committee and Representative Counsel

15. The Ad Hoc Committee is comprised of three Former Canadian Cinram Employees who were long-standing employees of Cinram, and who worked at each of the three Canadian Cinram facilities. Prior to their termination on August 25, 2012:
 - (a) Walter Canlubo was a mechanic working on the floor of the CAC Plant, with 22 years of service with Cinram;

- (b) Yvonne Lewis was a team/line lead working on the floor of the Nugget Plant, with 33 years of service with Cinram; and
 - (c) Li Chin Liu was a catcher working on the floor of the CVC Plant, with 17 years of service with Cinram.
16. To date, the Ad Hoc Committee represents 73 Former Canadian Cinram Employees from across the three facilities who have authorized the Ad Hoc Committee to represent them and act on their behalf in this proceeding (the "Group").
 17. The Ad Hoc Committee and the Group have retained Paliare Roland to represent their interests and to bring this motion.
 18. The Ad Hoc Committee estimates that the Group is owed over \$1 million in pay in lieu of notice and severance pay pursuant to the minimum employment standards established by the *ESA*.
 19. Paliare Roland has experience with both employment law and bankruptcy and insolvency litigation. Among other things, Paliare Roland has represented unions and non-unionized employees in proceedings under the *CCAA*.
 20. Paliare Roland is prepared to represent the Group and all other Former Canadian Cinram Employees who are owed termination and severance pay.

21. The Former Canadian Cinram Employees share a commonality of interest. They are all owed pay in lieu of notice, severance pay or other amounts prescribed by law.
22. The appointment of the Ad Hoc Committee as representatives and Paliare Roland as representative counsel will:
 - (a) ensure that the interests of the Former Canadian Cinram Employees are represented in these proceedings in an expeditious, fair and reasonable manner; and
 - (b) facilitate the administration of the proceedings and information flow, and provide for efficiency.
23. Among other things, the granting of a representation order would provide a social benefit by providing a reliable resource for the Former Canadian Cinram Employees to obtain information about the process and the administration of their claims.
24. The Former Canadian Cinram Employees have had their wages abruptly terminated, without any notice or pay in lieu thereof, or severance. They have no income and are vulnerable creditors who on their own would not have the means to pursue their claims against Cinram or to afford proper legal representation.

25. The Former Canadian Cinram Employees are not unionized. They would not otherwise benefit from funded legal representation, and have no other means of seeking representation in this proceeding.

Good Faith Negotiations towards a Compromise or Arrangement respecting the Claims

26. The *ESA* establishes the minimum employment standards required by law across the province.
27. The enactment of the *ESA* and other statutes like it across all provinces and at the federal level recognizes the societal benefit to and importance of ensuring that employers meet certain minimum standards in their employment of employees – including minimum standards in the termination of employment and the payment of pay in lieu of notice and severance pay.
28. Cinram's restructuring under the *CCAA* was successful: it met its objectives under the restructuring process, including the sale of its business as a going concern.
29. The *CCAA* is designed to facilitate compromises and arrangements between companies (like Cinram) and their creditors (like the Former Canadian Cinram Employees).
30. The Former Canadian Cinram Employees are important stakeholders in this process.

31. The *quid pro quo* for the protection provided by the CCAA is a good faith attempt by the applicants to arrive at a plan of compromise or arrangement with their creditors, including the Former Canadian Cinram Employees.
32. In the context of a successful restructuring like Cinram's, it is fair and reasonable that the minimum standards for pay in lieu of notice and severance pay prescribed by the *ESA* (or some reasonable portion thereof) be paid to the Former Canadian Cinram Employees.
33. The applicants have not engaged in any negotiations with the Former Canadian Cinram Employees with respect to their claims.
34. It is fair and reasonable to direct the applicants to engage in good faith negotiations with the Former Canadian Cinram Employees, represented by the Ad Hoc Committee and Paliare Roland, in order to arrive at a compromise with respect to their claims.

Alternative Relief: Receivership or Bankruptcy

35. The *WEPPA* was established to make payments to individuals in respect of wages, including termination pay and severance pay, owed to them by employers who are bankrupt or subject to a receivership.
36. Unless Cinram is bankrupt or is subject to a receivership, the Former Canadian Cinram Employees are not eligible to receive payments under the *WEPPA*.

37. The Ad Hoc Committee has made inquiries and have been informed that the administration of Cinram's bankruptcy would cost in the range or \$75,000-100,000.
38. The Former Canadian Cinram Employees cannot afford to petition Cinram into bankruptcy.
39. In the circumstances, it is fair and reasonable that the Court appoint a receiver over Cinram's property, assets and undertakings, or direct that Cinram file an assignment in bankruptcy in order to permit the Former Canadian Cinram Employees to access the payments provided for under the *WEPPA*.

Other Grounds

40. The Initial Order in these proceedings;
41. The *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;
42. The *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
43. The *Wage Earner Protection Program Act*, S.C. 2005, c. 47;
44. The *Employment Standards Act, 2000*, S.O. 2000, c. 41;
45. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
46. Rules 2.03, 3.02, 4.06, 10 and 37 of the *Rules of Civil Procedure*; and

47. such further and other grounds that counsel may advise and this Honourable Court may permit.

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

1. Affidavit of Yvonne Lewis, sworn September 11, 2012;
2. Affidavit of Walter Canlubo, sworn September 11, 2012;
3. Affidavit of Li Chin Liu, sworn September 11, 2012; and
4. such further and other material as counsel may advise and this Honourable Court may permit.

September 11, 2012

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Toronto, ON M5V 3H1

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Lawyers for the Ad Hoc Committee of Former
Canadian Cinram Employees (Walter Canlubo,
Yvonne Lewis and Li Chin Liu)

TO: ATTACHED SERVICE LIST

SCHEDULE "A"**Additional Applicants**

Cinram International General Partner Inc.

Cinram International ULC

1362806 Ontario Limited

Cinram (U.S.) Holding's Inc.

Cinram, Inc.

IHC Corporation

Cinram Manufacturing LLC

Cinram Distribution LLC

Cinram Wireless LLC

Cinram Retail Services, LLC

One K Studios, LLC

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SUPERIOR COURT OF JUSTICE
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ARRANGEMENT OF CINRAM INTERNATIONAL INC., CINRAM
INTERNATIONAL INCOME FUND, CII TRUST AND THE COMPANIES
LISTED IN SCHEDULE "A"**

Applicants

Service List

	Firm:	Attention:
TO:	<p>GOODMANS LLP Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7</p> <p>Fax: (416) 979-1234</p> <p>SHEARMAN & STERLING LLP 599 Lexington Avenue New York, NY 10022</p> <p>Fax: 1 (212) 848-7179</p> <p>Lawyers for the Applicants</p>	<p>Robert J. Chadwick Tel: (416) 597-4285 E-mail: rchadwick@goodmans.ca</p> <p>Melaney Wagner Tel: (416) 597-4258 E-mail: mwagner@goodmans.ca</p> <p>Caroline Descours Tel: (416) 597-6275 E-mail: cdescours@goodmans.ca</p> <p>Douglas P. Bartner Tel: 1 (212) 848-8190 E-mail: dbartner@shearman.com</p> <p>Jill Frizzley Tel: 1 (212) 848-8174 E-mail: jfrizzley@shearman.com</p>

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AND TO:	TORKIN MANES LLP 151 Yonge Street, Suite 1500 Toronto, ON M5C 2W7 Fax: 1 (888) 812-2564 Lawyers for Rodenbury Investments Inc.	Barry A. Cohen, QC Tel: (416) 777-5434 E-mail: bcohen@torkinmanes.com
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TAB A

APPENDIX A

18

Court File No.: CV-12-9767-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE •) •, THE • DAY OF
JUSTICE •) SEPTEMBER, 2012

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF CINRAM
INTERNATIONAL INC., CINRAM INTERNATIONAL
INCOME FUND, CII TRUST AND THE COMPANIES
LISTED IN SCHEDULE "A"

ORDER

THIS MOTION, brought by the Ad Hoc Committee of Former Canadian Cinram Employees (comprised of Walter Canlubo, Yvonne Lewis and Li Chin Liu) (the "Ad Hoc Committee") for an order appointing them as representatives of all former Canadian employees of Cinram International Inc. ("Cinram"), and appointing Paliare Roland Rosenberg Rothstein LLP as representative counsel, was heard on •, September •, 2012 on the Commercial List at the courthouse at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Ad Hoc Committee, ●, and on hearing the submissions of counsel for the Ad Hoc Committee, ●, and such other counsel as were present, no one else appearing although duly served,

1. **THIS COURT ORDERS** that further service of the Notice of Motion and Motion Record on any party not already served is hereby dispensed with, such that this motion was properly returnable.
2. **THIS COURT ORDERS** that Walter Canlubo, Yvonne Lewis and Li Chin Liu (collectively, and as such members may be replaced from time to time, the “Representatives”) are hereby appointed to represent, in this proceeding under the *Companies’ Creditors Arrangement Act* (the “CCAA Proceeding”), or any other related proceeding which has been or may be brought before this Honourable Court, including under the *Bankruptcy and Insolvency Act* (collectively, the “Proceedings”), all former Canadian employees of Cinram who are owed or may be owed pay in lieu of notice, severance pay, wages or any other amounts prescribed by law, whether under statute or contract, and persons claiming on their behalf or through them, but excluding any person (a) who has served a notice pursuant to paragraph 8 of this Order; or (b) is otherwise represented in the Proceedings (all of whom, other than the excluded parties, are collectively referred to as the “Represented Parties” and individually, a “Represented Party”), including, without limitation, for the purpose of settling or compromising the claims of the Represented Parties in the Proceedings.

3. **THIS COURT ORDERS** that Paliare Roland Rosenberg Rothstein LLP is hereby appointed as counsel ("Representative Counsel") for all the Represented Parties in the Proceedings for any issues affecting the Represented Parties in the Proceedings.
4. **THIS COURT ORDERS** that the Applicants shall, subject to Representative Counsel executing a confidentiality agreement, provide to Representative Counsel, without charge, the following information to be used only for the purposes of the Proceedings:
 - a. the names, last known addresses, phone numbers and last known e-mail addresses (if any) of all the Represented Parties; and
 - b. upon the reasonable request of the Representatives and their counsel, and subject to any confidentiality obligations of the Applicants, such documents and data as are relevant to matters relating to the issues affecting the Represented Parties in the Proceedings.
5. **THIS COURT ORDERS** that, subject to such fee arrangements to be agreed to by the Applicants, the Representatives, and Representative Counsel, or as have been ordered by this Honourable Court, all reasonable legal, actuarial and financial expert and advisory fees and all other incidental fees and disbursements, as may have been or shall be incurred by the Representatives and Representative Counsel in the Proceedings from and after the date of this Order shall be paid by the Applicants on a monthly basis, forthwith upon the rendering of accounts to the Applicants and the Monitor. In the event of any

disagreement regarding such fees, such matters may be remitted to this Court for determination.

6. **THIS COURT ORDERS** that a notice substantially in the form attached as Appendix "A" hereto (the "Notice"), shall be provided to the Represented Parties by:
 - a. e-mailing an electronic copy of the Notice as soon as practicable after the granting of this Order to all Represented Parties;
 - b. mailing a copy of the Notice to all Represented Parties by ordinary mail to the address of the Represented Parties, as last shown in the books and records of the Applicants; and
 - c. posting a copy of the Notice on the Monitor's website.
7. **THIS COURT ORDERS** that the Representatives, or Representative Counsel on their behalf, are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body and other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.
8. **THIS COURT ORDERS** that any individual Represented Party who does not wish to be represented by the Representatives or Representative Counsel pursuant to the terms of this Order or all other related Orders which may subsequently be made in the Proceedings concerning the Represented Parties or relating to the appointment of the Representatives and/or Representative

Counsel shall, no later than •, 2012, notify the Monitor, in writing, by facsimile, mail or delivery, and in the form attached as Appendix “B” hereto and shall thereafter not be so represented and shall be represented themselves as an independent individual party to the extent they wish to appear in the Proceedings.

9. **THIS COURT ORDERS** that Representative Counsel shall be given notice of all motions to which the Represented Parties are entitled to receive notice in the Proceedings and that it shall be entitled to represent those on whose behalf it is hereby appointed in all such motions.
10. **THIS COURT ORDERS** that the Representatives shall be at liberty and are authorized at any time to apply to this Honourable Court for advice and directions in the discharge or variation of their powers and duties upon notice to the Applicants and the Monitor and to other interested parties, unless otherwise ordered by the Court.
11. **THIS COURT ORDERS** that any of the Representatives may resign and that, on notice to the Applicants and the Monitor, the remaining Representatives may appoint any other individual Represented Party as a replacement, which replacement will have all the rights and obligations of the resigning Representative as though they had been named in this Order. If there is any disagreement concerning the appropriateness of a replacement Representative, it may be remitted to the Court for determination.

12. **THIS COURT ORDERS** that in the event that this Order is later amended by further Order of the Court, the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to the Represented Parties of such amended Order.

 13. **THIS COURT ORDERS** that the Applicants and the Applicants' creditors shall enter into good faith negotiations with the Representatives and Representative Counsel, on behalf of the Represented Parties, to arrive at a mutually acceptable compromise respecting the claims of the Represented Parties to pay in lieu of notice, severance pay, wages and/or any other amounts prescribed by law, whether under statute or contract.
-

SCHEDULE "A"**Additional Applicants**

Cinram International General Partner Inc.

Cinram International ULC

1362806 Ontario Limited

Cinram (U.S.) Holding's Inc.

Cinram, Inc.

IHC Corporation

Cinram Manufacturing LLC

Cinram Distribution LLC

Cinram Wireless LLC

Cinram Retail Services, LLC

One K Studios, LLC

APPENDIX "A"

Pursuant to an order of the Ontario Superior Court of Justice dated September 1, 2012 in the CCAA proceeding (the "Proceeding") commenced by Cinram International Inc. and certain other entities (collectively, "Cinram"), Paliare Roland Rosenberg Rothstein LLP have been appointed as representatives of the former Canadian Cinram employees who are owed or may be owed pay in lieu of notice, severance pay, wages and/or other amounts prescribed by law, and persons claiming on their behalf or through them (the "Represented Parties"). A copy of the Order is attached.

Subject to fee arrangements that have been agreed to by Cinram, the representatives and their counsel, Cinram will be responsible for the reasonable legal fees incurred by the court-appointed counsel in carrying out their prescribed mandate. Accordingly, **you are not required to contribute to the fees of counsel for the Represented Parties.**

If you do not wish to be bound by this order, you must notify the court-appointed Monitor, FTI Consulting Canada Inc., in writing, by mail, e-mail or delivery before 1, 2012. Your notice that you do not wish to be bound by this order must be in the form of a fully completed "Opt-Out Letter" substantially in the form attached to this Notice.

Additional information concerning the Proceedings, including previous orders granted in the Proceedings, can be found on the Monitor's website at <http://cfcanada.fticonsulting.com/cinram/default.htm>

Represented Parties may contact Tina Lie at Paliare Roland in confidence directly at 416-646-4332.

APPENDIX "B"

Court File No.: CV-12-9767-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF CINRAM
INTERNATIONAL INC., CINRAM INTERNATIONAL
INCOME FUND, CII TRUST AND THE COMPANIES
LISTED IN SCHEDULE "A"

OPT-OUT LETTER

I, _____, am a former employee of Cinram International Inc.
("Cinram").

Under Paragraph 8 of the Order dated September 6, 2012, any former Canadian employee of Cinram that does not want the Representatives (as that term is defined in the Order) to represent them, and Paliare Roland Rosenberg Rothstein LLP to act as their representative counsel may opt out.

I hereby notify the Monitor that I do not wish to be bound by the Order and will be represented as an independent individual party at my own expense to the extent I wish to appear in these proceedings.

Date
837021_1.DOC

Signature

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CINRAM INTERNATIONAL INC., CINRAM INTERNATIONAL INCOME FUND, CII TRUST
AND THE COMPANIES LISTED IN SCHEDULE "A"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CINRAM INTERNATIONAL INC., CINRAM INTERNATIONAL INCOME FUND, CII TRUST
AND THE COMPANIES LISTED IN SCHEDULE "A"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

NOTICE OF MOTION

**PALIARE ROLAND ROSENBERG
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Lawyers for the Ad Hoc Committee of Former
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TAB 2

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

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

**AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF CINRAM
INTERNATIONAL INC., CINRAM INTERNATIONAL
INCOME FUND, CII TRUST AND THE COMPANIES
LISTED IN SCHEDULE "A"**

Applicants

**AFFIDAVIT OF YVONNE LEWIS
(Sworn September 11, 2012)**

I, **YVONNE LEWIS**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a former employee of Cinram International Inc. ("Cinram"), and as such, I have personal knowledge of the matters contained in this affidavit. To the extent this affidavit is based on information and belief, I have so indicated and believe that information to be true.

2. As described below, after 33 years of service with Cinram, on August 25, 2012, Cinram terminated my employment without warning, notice or severance pay, in reliance on the Initial Order granted in this proceeding. I swear this affidavit in support of the motion brought by the Ad Hoc Committee of Former Canadian Cinram Employees (which is comprised of Walter Canlubo, Li Chin Liu and myself) (the "Ad Hoc Committee") for an order:

- (a) appointing the Ad Hoc Committee as representatives, and Paliare Roland Rosenberg Rothstein LLP (“Paliare Roland”) as representative counsel, of all former Canadian employees of Cinram who are owed or who may be owed pay in lieu of notice, severance pay, wages, and/or any other amounts prescribed by law whether under statute or contract (the “Former Canadian Cinram Employees”), and other ancillary relief;
- (b) ordering that all reasonable legal, financial expert and advisory fees and all other incidental fees and disbursements, as may have been or shall be incurred by the Ad Hoc Committee and their counsel, shall be paid by the applicants; and
- (c) directing that the applicants and the applicants’ other creditors enter into good faith negotiations with the Ad Hoc Committee, on behalf of the Former Canadian Cinram Employees, to arrive at a mutually acceptable compromise respecting the claims of the Former Canadian Cinram Employees,

and for no other purpose.

Overview

3. With 33 years of service, I was Cinram’s longest serving employee before Cinram terminated my employment without notice or severance pay on Saturday, August 25, 2012. At the time of my termination, I worked as a line lead on the “floor” of the Nugget Plant located in Scarborough, Ontario (defined below).

4. I understand that since August 25, 2012, Cinram has terminated the employment of over 100 hourly employees and some of its salaried employees at Cinram’s three Canadian facilities. Together with Walter Canlubo and Li Chin (Kim) Liu, we comprise the “Ad Hoc Committee of Former Canadian Cinram Employees”. The Ad Hoc

Committee currently represents 73 former Canadian Cinram hourly employees across the three Canadian facilities who are owed, among other things, pay in lieu of notice and severance pay.

5. My termination from Cinram has had a devastating impact on me. I am a single mother, with three adult sons. One of my sons (Jesse) just completed college, but remains financially dependent on me while he searches for a job. I have a mortgage for which I am responsible on my own, and have a line of credit that I am currently drawing from to help make ends meet while I search for a new job. Now that I have lost my job, I do not know how I will be able to pay my everyday bills and continue to support Jesse.

6. The experience of working at and dedicating my life to a company for 33 years, and being told abruptly that I no longer have a job and have to walk away without even my minimum entitlements to pay in lieu of notice and severance pay has been distressing to say the least. After 33 years of working on the floor in the same company, my skills are minimal and at the age of 58, I am finding it hard to find a new job. I never thought that at this age, I would have to go out in the job market as I believed I would retire with Cinram.

7. As described below, until I received my termination letter on Saturday, August 25, 2012, no one at Cinram had explained to me what the *Companies' Creditors Arrangement Act* was and how it impacted my rights to termination and severance pay. Indeed, although Cinram informed employees of the sale of its business on June 25, 2012, it told us that the sale was good news for employees and that it would be "business as usual". It was not until I received my termination letter on Saturday,

August 25, 2012, that I learned that being laid off without notice or severance pay was even a possibility.

8. I feel cheated and used by Cinram. I dedicated more than half of my life to this company and believe that the least they could have done was provide me with clear information about the restructuring process and its impact on me and my rights to notice (or pay in lieu of notice) and severance to assist me while I look for another job.

9. Like the other former Canadian Cinram employees that the Ad Hoc Committee represents, I am an important stakeholder in Cinram, but do not have the means to pursue my claims for termination and severance pay without the assistance of counsel. With the loss of my job, I do not know how I will be able to make ends meet. I cannot afford to pay a lawyer to represent me in these proceedings.

10. I believe that having the Ad Hoc Committee represent all Former Canadian Cinram Employees, and having Paliare Roland act as representative counsel, will be beneficial to all former employees. It will not only help us to better understand the restructuring proceedings in which Cinram is engaged; it will also give us a voice in circumstances where we would otherwise have none.

Personal and Work Background

11. I am 58 years old. I immigrated to Canada from Jamaica in 1977, when I was 23 years old. When I first moved to Canada in 1977, I lived in Kitchener, Ontario and worked in a factory for an electric company. As described below, I moved to Toronto in 1979 and began working for Cinram.

12. The highest level of education that I have completed is high school, which I attended in Jamaica.

13. I am not married. I have three sons, aged 39, 38, and 25. My 25-year-old son (Jesse) just completed college and remains financially dependent on me. Since Cinram terminated my employment, I have no source of income. I have, however, applied for Employment Insurance.

14. I started working at Cinram on August 7, 1979 – the day Cinram first opened its facilities in Scarborough. I was employed at Cinram continuously until I was terminated on August 25, 2012.

15. I spent almost the entirety of my working life in Canada with Cinram. At 33 years of uninterrupted service, I was the longest-serving employee at Cinram.

Cinram Roles and Facilities

16. I understand that on August 31, 2012, Cinram sold its North American business. At the time of my termination on August 25, 2012, Cinram operated three facilities in Canada, all of which were located in Scarborough, Ontario. At these facilities, Cinram manufactured DVDs, Blu-ray discs and CDs, and provided distribution services for companies and retailers.

17. Generally speaking, different types of work were done at the three facilities:

- (a) The facility located at 2255 Markham Rd. in Scarborough (known as the “CAC Plant” or “CAC”) manufactured single discs, and housed Cinram’s management and administration. The CAC Plant was Cinram’s head office, and was where most of the office staff worked.

- (b) The facility located at 5590 Finch Ave. in Scarborough (known as the "CVC Plant" or "CVC") manufactured discs that formed part of multi-disc sets. In addition, manual jobs, like labelling, were performed at the CVC Plant. As a result, in my experience, where discs manufactured at the CAC Plant required some additional manual work (like a rebate sticker, for example), those discs were sent to the CVC Plant.
- (c) The facility located at 400 Nugget Ave. in Scarborough (known as the "Nugget Plant" or "Nugget") housed Cinram's distribution and returns department. Employees at the Nugget Plant also produced store displays for the discs that Cinram manufactured.

18. Cinram employed both salaried and hourly employees. In my experience, all of the employees who worked on the "floor" of the plants were hourly, and the office staff were salaried. Throughout my time at Cinram, I remained on the "floor" and was always paid on an hourly basis.

19. When I started at Cinram in 1979, I worked at the CAC Plant as a winding-machine operator in the 8-track department. Later, I worked as a winding-machine operator and printing machine operator in the cassette department. After the cassette department closed, I was assigned to the now-closed Milner Plant as a team/line lead in the returns department for DVDs. On one occasion, Cinram sent me to Indiana to train other Cinram employees.

20. At the time of my termination on August 25, 2012, I was working at the Nugget Plant as a team/line lead in the returns department. I had been at the Nugget Plant for six years. As a line lead, my role was essentially to oversee the line. In particular, I

oversaw the work of ten employees at five tables. At the tables, the employees packed DVDs and prepared them for the line. As the DVDs came to me, I put labels on them.

21. At the Nugget Plant, there were several departments, including the returns department (where I worked), the "DTR" department (which handled the packaging and shipping of discs),¹ and the fulfillment department (which picked the DVDs from the racks and sent them to various departments within the Cinram plant).

22. Workers performed various functions on the floor at the Nugget Plant. In addition to time/line leads such as myself, there were machine operators (a position I once held), mechanics, forklift operators, packers, shippers, inventory control, matrix pickers (who worked for the fulfillment department), verifiers, lead hands, and supervisors.

23. I do not know exactly how many employees worked on the floor of the Nugget Plant at the time of my termination. However, I understand that the Nugget Plant was the largest and housed the most employees of the three Canadian Cinram facilities.

24. In addition to full-time, permanent Cinram employees, there were also workers from temp agencies working on the floor of the Nugget Plant in the time before my termination. I do not know how many temp workers there were, but saw them working in the various departments at Nugget.

My Compensation at Cinram

25. At the time of my termination, I earned \$17.74/hour. I last received an increase to my hourly wage approximately two years ago in the amount of approximately \$0.20

¹ I do not know what "DTR" stands for.

per hour. However, that increase was given to offset an increase in the deductible for my benefits; as a result, my “take home” amount did not change.

26. As part of my compensation package with Cinram, I received benefits for health and dental, life insurance, as well as short- and long-term disability. I was entitled to five weeks of vacation per year, and five sick days per year, which were paid at 70%. The rule was that if I did not use my sick days, I would get paid out the unused sick days at 100% at the beginning of the following year.

27. Because I was an hourly employee, my pay cheque depended on the number of hours worked. Generally speaking, I worked an average of 40 hours a week. As described below, however, recently, Cinram instituted a program whereby employees were required to take rotating days off. This meant that occasionally, I would only work 32 hours a week.

My Lack of Knowledge of the Restructuring Proceedings

28. Over the course of the past several years, I was generally aware that Cinram’s business was not doing as well as it once had. Up until about ten years ago, Cinram’s operations in all three of its Canadian facilities were 24/7 – employees worked three 8-hour shifts, seven days a week. Over the course of the past ten years, however, Cinram started to cut the number of shifts until, by the time of my termination, there were only two shifts from Monday to Friday.

29. Moreover, approximately four years ago, Cinram instituted a program of rotating days off. This meant that occasionally, Cinram would tell an employee (like myself) not to come in on a certain day. The employee would have the choice of taking a sick day

or a vacation day, or of not getting paid. As a result, employees might not work a full 40-hour work week. Typically, employees only received one or two days notice that they were to take a rotating day off. As employees, we were not told exactly why the program was started, but my understanding was that it was because there was not enough work for all of the employees. As employees, we accepted the program because we knew that we had no other choice, particularly if it meant that we would all be able to keep our jobs.

30. Furthermore, I was aware that over the past few years, Cinram employees had received voluntary and involuntary severance packages. All of this indicated to me that Cinram was not thriving as it once was.

31. There were lots of rumours and gossip amongst employees at the Cinram plants about what all of this meant for us. There were fears that Cinram would declare bankruptcy, but no one from management gave us any information about Cinram's plans for its operations and its employees until June 25, 2012.

32. On Friday, June 25, 2012, a meeting was held at the Nugget Plant. Cinram's Human Resources ("HR") department was present, including Barrie Goodman (then Director of HR), as well as Mark Perello (the Plant/General Manager of the Nugget Plant) and David Rubenstein (another member of Cinram's management). At the meeting, Mr. Perello announced that somebody had purchased Cinram, and that this meant good things for us at Cinram.

33. I do not recall receiving anything in writing at the meeting. However, I understand from Ms. Liu that at the meeting that was held on June 25, 2012 at the CVC

Plant, employees were given an "Internal Announcement", a copy of which is attached to my affidavit as **Exhibit "A"**.

34. While I do not recall receiving the "Internal Announcement", it was addressed to "All Cinram Canadian Employees". It is possible that I received a copy of the announcement at the June 25, 2012 meeting and have simply forgotten. In any event, I did not read any "Internal Announcement". As I read the Internal Announcement now, I still do not understand what it means. It does not warn me that I might be laid off without notice or severance.

35. At the June 25, 2012 meeting, I do not recall anyone mentioning anything about the "Companies' Creditors Arrangement Act", a "restructuring" or "stay of proceedings", or the impact that any restructuring or stay would have on us. In fact, Cinram made clear that our wages would continue to be paid going forward and that it would be "business as usual". The tone of the meeting was very positive, and I remember that all of the employees clapped when we heard the news of the sale.

36. Cinram did not tell us that terminations or lay-offs might result from the sale. Nor did anyone tell us that if there would be terminations or lay-offs, we would be denied our rights to termination and severance pay. Simply put, I believed management when they said it would be "business as usual" and that the sale was good news for employees. As a result, I became more optimistic about Cinram's future.

37. After the June 25, 2012 meeting, nothing changed in my hours, wages, or work. While I knew that the company was having some difficulty, I did not imagine that having put in 33 years of service, I would soon lose my job. At the very least, I expected that if

Cinram had to lay off any employees, like myself, I would receive notice (or pay in lieu of notice) and severance pay, commensurate to my 33 years of service.

Termination of My Employment

38. On Friday, August 24, 2012, I went to work at the Nugget Plant as I always did. That afternoon, Cinram's Management announced that there would be an emergency meeting beginning at 1:45 p.m. Again, Cinram's HR department (including Mr. Goodman), as well as Mr. Perello and Mr. Rubenstein, were present. At the meeting, Cinram's management asked the employees at the Nugget Plant if we had email addresses, and if so, to give these to HR because the new company that had purchased Cinram wanted to confirm our contact information. They also told us to expect a courier package on Saturday morning. If we received a letter stating that our employment had been terminated, we were not to come to work on Monday morning. However, if we were being hired by the purchaser of Cinram, all of our seniority would be moved over to the new company.

39. No one told us at that meeting that Cinram was in the middle of a restructuring proceeding in the courts, and that that meant that if our employment was terminated, we would not be receiving any termination or severance pay.

40. While I was concerned at the news of possible terminations, I believed that I would be hired by the new company, having put in 33 years of service with Cinram. I also believed that if worse came to worst, I would receive termination and severance pay (which would be significant given my 33 years of service) to help pay the bills until I could find a new job.

41. Despite all of this, I wanted confirmation that my job at Cinram was secure. On the morning of Saturday, August 25, 2012, I called HR and spoke with Annette Plorain.² Ms. Plorain informed me that, unfortunately, the new company would not be hiring me. I received the package notifying me of my termination later that day.

42. The package included a letter from Mr. Goodman (who was then Director of HR at Cinram). In his letter, Mr. Goodman stated that my position was being “eliminated as part of the restructuring”, and my employment would be terminated as of that day (Saturday). A copy of my termination letter, together with the rest of the documents that I received, is attached to this affidavit as **Exhibit “B”**.

43. The letter states in part:

As you are aware, on June 25, 2012, the Ontario Superior Court of Justice granted an Initial Order under the Companies’ Creditors Arrangement Act which, among other things, stayed claims against Old Cinram (the “Order”). In accordance with the Order, Old Cinram will not be paying any severance amounts or amounts in lieu of notice that might be due to you under the Employment Standards Act or otherwise. Any such amounts could be a claim against Old Cinram; however, it is unlikely that there will be funds available to pay these claims.

44. In fact, I was not aware of any “Initial Order” or any court proceedings involving Cinram. To the best of my recollection, the letter was the first I had ever heard of the “Companies’ Creditors Arrangement Act” and the “stay” of claims against Cinram (although I still did not understand what any of these terms meant). It was also the first

² I am uncertain about the spelling of her last name.

time that I learned that Cinram could decide not to pay me any termination or severance pay.

45. I was shocked, to say the least. The information was overwhelming. Not only had I lost my job without even a day's notice, Cinram was not going to pay me any termination or severance pay notwithstanding my 33 years of service and dedication to the company.

46. Although I understood that the effect of the letter was that I had lost my job without notice or severance, I did not understand why or what was happening.

47. I estimate that, given my 33 years of service with Cinram, I am owed a minimum of \$24,126.40 in pay in lieu of notice and severance pay under the *Employment Standards Act*.

Other Former Cinram Employees

48. Over the course of the weekend of August 25-26, 2012, and in the following days, I spoke with my former Cinram colleagues, many of whom I had worked with for many years and who I called my friends. I learned through these conversations that some employees kept their jobs while many others were terminated like me. I do not know exactly how many employees were terminated at the Nugget Plant, but based on my conversations, I estimate that approximately 10 (or half) of the hourly employees in the returns department, and many more hourly employees from the other departments at Nugget, had lost their jobs. I also understand that there were further terminations on August 31, 2012.

49. I understand from speaking with my former colleagues who remain employed at Cinram that on Monday, August 27, 2012, there were workers from temp agencies on the job at Nugget. I understand that there was a worker from a temp agency filling my position. I was shocked and hurt by this news, since my termination letter stated that I was losing my job because my position had been eliminated.

50. I also understand that some of the terminated employees have since been offered a job through a temp agency doing the same work as before, for less money. For instance, Easwaran Thirunavukkasaru, who worked in building maintenance at the Nugget Plant, informed me that his termination letter included an offer to contact a temp agency, Novoguard International Corporation ("Novoguard"). A copy of Mr. Thirunavukkasaru's termination letter, which he gave to me, is attached to this affidavit as **Exhibit "C"**.

51. Mr. Thirunavukkasaru informed me that he was a 15-year employee of Cinram, and, at the time of his termination, he was paid \$19.64/hour, plus benefits, vacation pay, sick days, and security of tenure. After receiving his termination letter, Mr. Thirunavukkasaru met with Daniel Poment of Novoguard during the week of August 27, 2012. At the meeting, Mr. Poment offered him the same position he had held full-time at Cinram at an hourly rate of \$18.27/hour, with no benefits or sick days, and no job security.

52. I understand that Mr. Thirunavukkasaru ultimately turned down Novoguard's offer in protest, and that his last day of work at Cinram was on Thursday, August 30, 2012. I

also understand that Novoguard made other workers similar offers, some of whom accepted those offers, and others declined.

Days Following the Termination

53. After receiving my termination letter, I did not have any further communications with Cinram.

54. In the days after receiving my termination letter, I was very distressed. I was also confused and unsure about what Cinram's reorganization meant for my rights and entitlements. I did not understand how Cinram could terminate my employment after so long, without even having to pay the minimum standards required by the law. I talked with many other employees who had lost their jobs, and they were also confused. We wondered if Cinram was bankrupt, and if it was not, how it could refuse to pay us termination and severance pay.

55. In fact, I believed that what Cinram was doing was illegal. I knew that Ontario had minimum standards for notice and severance, and could not understand how Cinram could be exempt from those standards. I understood that the Ministry of Labour was the government body responsible for ensuring that minimum employment standards were met. As a result, on Tuesday, August 28, 2012, I filed a complaint with the Ministry of Labour regarding Cinram's refusal to comply with the *Employment Standards Act* to pay termination and severance pay.

56. Later that day (Tuesday), I received a phone call from one of my former colleagues informing me that a group of former employees of Cinram were meeting at a

local McDonald's Restaurant at McCowan Rd. and Finch Ave. to discuss what had happened and what we should do going forward.

57. I attended this meeting, along with approximately 50 other former Cinram employees and family members. There was a great deal of confusion about what was happening, including questions about whether we should be making claims to the Ministry of Labour, and whether or not Cinram had gone bankrupt.

58. At the meeting, Janice Liu, who is Li Chin (Kim) Liu's daughter, tried to help us understand what was going on. I understand that Janice works in Human Resources, but she is not a lawyer. However, she had spoken with a lawyer, and wanted to know if anyone was interested in learning more. At the meeting, I indicated to Ms. Liu and Janice that I was interested.

59. Most of the people who attended the Tuesday, August 28, 2012 meeting were from the CAC and CVC Plants. As a result, we decided to hold another meeting the next day, on Wednesday, August 29, 2012, for the benefit of employees of the Nugget Plant. I helped spread word amongst my friends and contacts at the Nugget Plant that the meeting was taking place, and attended that second meeting.

60. That day (Wednesday, August 29, 2012), approximately 80 former employees and family members met at Milliken Park at McCowan Rd. and Steeles Ave. Again, there was a great deal of confusion about what exactly was happening with the company, and our claims. While we did not know what was going on, we were interested in learning more and finding out what we could do to assert our rights to termination and severance pay.

61. As a result of the meetings and in our various discussions with other former employees, I, along with Ms. Liu and Mr. Canlubo emerged as the unofficial "leaders" of the group. We formed the "Ad Hoc Committee of Former Canadian Cinram Employees", and decided to retain Paliare Roland to represent us.

62. Ms. Liu, Mr. Canlubo and I are from the three different Cinram plants and are all long-standing employees (Ms. Liu was at CVC with 17 years of service, Mr. Canlubo was at CAC with 22 years of service, and I was at Nugget with 33 years of service). We expect that by having one representative from each plant on the Ad Hoc Committee, we will be able to better represent the interests of the former employees, and the employees will be familiar with us and feel more comfortable with speaking with us.

63. On Friday, August 31, 2012, the former employees organized a third meeting at Milliken Park at McCowan Rd. and Steeles Ave. This time, Tina Lie, a lawyer from Paliare Roland, attended.

64. At the meeting, Ms. Liu, Mr. Canlubo and I were introduced as the Ad Hoc Committee to represent the broader group. No one disagreed with our appointment as their representatives, and everyone seemed to support us in this role.

65. Since retaining Paliare Roland, I have withdrawn my complaint to the Ministry of Labour regarding Cinram's failure to pay termination and severance pay under the *Employment Standards Act*.

The Group of Former Employees

66. Since the meeting, a total of 73 former Canadian Cinram employees from the CAC, CVC and Nugget Plants who are owed pay in lieu of notice and severance pay under the *Employment Standards Act* have retained Paliare Roland (the "Group").

67. The 73 former employees who comprise the Group are all hourly employees who worked on the "floor" of the CAC, CVC and Nugget Plants. They held various positions at Cinram when they lost their jobs: they were machine operators, catchers, technicians, mechanics, line leads, forklift operators, trainers, drivers, inventory control clerks, verifiers, order pickers, shippers, and maintenance workers. Their tenure with Cinram ranges between 7 and 33 years of service. They range in age from 38 to 66 years of age.

68. Of the 73 members of the Group:

- (a) 19 worked with Mr. Canlubo at the CAC Plant. Those 19 worked as machine operators, skidders, technicians, printer operators, catchers matrix pickers, and line leads. They have contributed between 7 and 22 years of service to Cinram;
- (b) 14 worked with Ms. Liu at the CVC Plant. Those 14 worked as catchers, operators, skidders, line leads, forklift trainers, and material handlers. They have contributed between 9 and 19 years of service to Cinram; and
- (c) 40 worked with me at the Nugget Plant. Those 40 worked as forklift operators, inventory control clerks, packers, machine operators, shippers, line leads, team leads, matrix pickers and verifiers, and maintenance workers. They have contributed between 7 and 33 years of service to Cinram.

69. Broadly speaking, the vast majority of the hourly employees at the CAC, CVC and Nugget Plants who were terminated are women, who immigrated to Canada and who are visible minorities. They are not native English speakers. Many are from Sri Lanka and India. While their facility with English ranges, the vast majority can only speak, understand, read and write basic English. They, like me, had not heard of the “Companies’ Creditors Arrangement Act” or a “stay of proceedings” until they received their termination letters. Even after receiving their termination letters, however, they, like me, did not understand what any of this meant for them.

70. I believe that the 73 Group members are representative of the broader group of Canadian Cinram employees who have lost their jobs.

71. I have attached a chart identifying the 73 Group members, where they worked, their positions and their years of service to this affidavit as **Exhibit “D”**. The Ad Hoc Committee estimates that the Group is owed over \$1 million in pay in lieu of notice and severance pay pursuant to the minimum employment standards established by the *Employment Standards Act*.

72. The Group has authorized the Ad Hoc Committee to represent their interests in this proceeding and to instruct our lawyers on behalf of all members of the Group.

73. The Group, through the Ad Hoc Committee, has instructed Paliare Roland to bring this motion.

Impact of Cinram's Failure to Pay Notice and Severance

74. Without pay in lieu of notice or severance pay, I do not know how I will be able to support myself while I search for a new job. I have been told that my Employment Insurance payments may not commence for approximately six weeks. My wages from Cinram were my only source of income.

75. I have a mortgage and a line of credit that I am responsible for on my own, insurance costs, as well as everyday bills to pay. Even after I start receiving Employment Insurance, I do not know how I will make ends meet. While I have some RRSP savings, those savings were intended to be used for my retirement – which I did not expect would begin for at least a number of years.

76. Even before losing my job, I had family issues to deal with and I struggled to support my family both financially and emotionally. Losing my job is putting me over the edge. I am a single mother with sons to support. One of my sons is currently incarcerated and I am trying my best to emotionally be there for my family. Another son (Jesse) just completed college and is still financially dependent on me while he searches for a job in the graphic design field. I have paid for three of Jesse's four years of college tuition. While Jesse takes freelance jobs when he can, the reality is that these kinds of jobs are not easily found.

77. I do not know how I will pay my bills and continue to support Jesse in the future. I have reached out to friends and family members for help to find another job. But, I am 58 years old and have worked on the floor of the same company for 33 years. My skills are minimal, and I am having a hard time finding a job. I never thought that at this age, I

would have to go out in the job market as I thought I would retire with Cinram. Through some friends, I got a lead for a one-day job working as a house cleaner, but that is just one day and I have no other leads and no sense of job security. I have had to draw from my line of credit and have asked my family to help me financially if they can, but they have their own obligations and I do not want to be a burden on them.

78. After being terminated suddenly from a job that I worked hard at, and loved, for 33 years, I feel depressed and lost. I cannot sleep through the night due to the stress and anxiety, and have had to resort to sleeping pills. I am overwhelmed by the prospect of having worked 33 years at a company and having to walk away with nothing. I am also confused by the restructuring process, and am upset and angry that no one at Cinram took the time to explain the process to us and its impact on our entitlements. I have, however, taken comfort in knowing that I now have counsel to assist the other members of the Group and me.

79. From speaking with other Group members, I know that they have been similarly impacted by their sudden termination without notice or severance. A number of Group members have written and sent the Ad Hoc Committee their own letters or statements about the impact of their termination on them. I have attached a copy of the letters and statements that we have received to date to this affidavit as **Exhibit "E"**.

Benefits of Appointing the Representatives and Representative Counsel

80. As a former Canadian Cinram employee, I have a direct interest in the outcome of these proceedings. As a result of my termination on August 25, 2012, I am owed pay in lieu of notice and severance pay under the *Employment Standards Act*. As a former

employee with 33 years of service and a significant claim for termination and severance pay, I believe that I am entitled to have information about the proceedings, and to participate in them.

81. As stated above, I, like my fellow Former Canadian Cinram Employees, have had my income abruptly cut off, and I have ongoing financial commitments which I am no longer able to meet. In the circumstances, I simply cannot afford to hire a lawyer to represent me in this proceeding. I also do not have the means to pursue my claim or to represent myself. My highest level of education is high school, and I do not have any experience with, or know anything about, what happens in a restructuring proceeding.

82. I am concerned that without the appointment of paid representative counsel, former Cinram employees like myself will not have the resources to participate in the process, including the administration of my claim.

83. I believe that having the Ad Hoc Committee appointed to represent Former Canadian Cinram Employees, and Paliare Roland appointed as representative counsel, will provide Former Canadian Cinram Employees with a reliable source of information about the process. As we receive information, the Ad Hoc Committee has reported and will continue to report to the people we represent.

84. Each Cinram facility is represented on the Ad Hoc Committee. I believe that this will ensure that the range of interests of the Former Canadian Cinram Employees will be represented in these proceedings.

Experience of Paliare Roland

85. I am informed by Tina Lie, a lawyer at Paliare Roland, that her firm has experience with both employment law and bankruptcy and insolvency litigation. Among other things, Paliare Roland often represents employees in cases involving the payment of termination and severance pay. They have also acted for unions and non-unionized employees in proceedings under the *Companies' Creditors Arrangement Act*. For instance, Paliare Roland acted for unions in the restructuring of Stelco, Air Canada, Algoma, Collins & Aikman, Slater Steel and its successor Hamilton Specialty Bar. Recently, Paliare Roland represented the Quebec salaried employees and retirees (who were non-unionized) in the Fraser Papers restructuring.

86. Paliare Roland has informed the Ad Hoc Committee that it is prepared to represent the Group and all other former Canadian Cinram employees who are owed termination and severance pay.

87. I understand from speaking with fellow former Cinram employees that a group of approximately 15 former employees have retained another firm, Lecker & Associates ("Lecker"), to represent them. To the best of my knowledge, Lecker has not taken any steps, and has not indicated any intention, to move for an order to represent any more than the approximately 15 former employees for which the firm currently acts.

Alternative Relief: Bankruptcy or Receivership

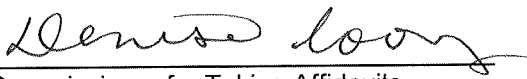
88. I understand that the federal government has enacted the *Wage Earners Protection Program Act* ("WEPPA"), which provides some payments for termination and severance pay to employees of companies that are bankrupt or subject to a


receivership. I understand that Cinram does not fall into either of those categories. As a result, not only has Cinram denied us our termination and severance pay, we also are not eligible to receive any amounts under the WEPPA.

89. I am informed by Ms. Lie that her firm has made inquiries into the trustee costs of administering a bankruptcy of Cinram, and they have been told that it will it will cost in the range of \$75,000-100,000. Former Cinram employees like myself simply cannot afford to petition Cinram into bankruptcy.

90. I make this affidavit in support of the relief sought in the Notice of Motion, and for no other purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 11th day of September, 2012.


Commissioner for Taking Affidavits


Yvonne Lewis

837190_4.DOC Denise Marie Cooney, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 18, 2014.

TAB A

This is Exhibit "A"
to the Affidavit of Yvonne Lewis
sworn this 11th day of September, 2012

A handwritten signature in black ink, appearing to read "Denise Marie Cooney", written over a horizontal line.

A Commissioner for Taking Affidavits

Denise Marie Cooney, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 19, 2014.

CINRAM

INTERNAL ANNOUNCEMENT

From The Cinram Management Team
To All Cinram Canadian Employees
Date June 25, 2012
Subject About our Reorganization

Our Valued Employees,

We are very pleased to announce that we have concluded the journey we began with Moelis & Company late last year to review strategic alternatives for the company. On June 25, 2012, Cinram International Inc (the "Company") reached an agreement to sell substantially all of its Canadian and U.S. assets and operations to Najafi Companies ("Najafi"). Najafi has also submitted a binding offer to purchase substantially all of Cinram's European business operations which Cinram intends to accept. Completion of the sale transactions is subject to approval by the Ontario Superior Court of Justice (the "Court") and other certain customary conditions and Cinram expects to complete the transactions as soon as possible.

To implement the sale transactions, Cinram initiated Court restructuring proceedings (the "CCAA Proceedings") in Canada today under the *Companies' Creditors Arrangement Act*, (the "CCAA").

As you may also be aware, last month, one of our French subsidiaries, Cinram Optical Discs S.A.S., commenced insolvency administration in France. This French proceeding does not affect any of our other French subsidiaries or our operations in Germany or the UK. With the exception of Cinram Optical Discs S.A.S., none of Cinram's subsidiaries in France, the UK or Germany have commenced any insolvency proceeding and all businesses will continue to operate in the normal course.

While the sales are finalized and various Court approved regulatory and other conditions to the sales are being met, it is important to remember that we continue to operate our business as usual. The CCAA proceedings limit the actions that creditors and suppliers might otherwise wish to take and provide the requisite breathing room to operate our business in the ordinary course.

Wages and salaries to current employees will continue to be paid in the normal course during the proceedings and expenses submitted in accordance with the Company's policy will be reimbursed. Your vacation entitlements are not affected by the CCAA proceedings and benefits arrangements for current employees remain unchanged during the process.

CINRAM

INTERNAL ANNOUNCEMENT

As part of the CCAA proceedings, Cinram has arranged and obtained Court approval of \$15 million in new financing called "debtor-in-possession" or "DIP" financing. The DIP financing is being provided by a group of Cinram's senior secured lenders (the "Steering Committee"), with whom these filings were coordinated, and will finance Cinram's working capital requirements for the duration of the CCAA proceedings.

While there will inevitably be some distraction and additional burden as a result of the filing, we intend it to be, as far as possible, "business as usual" for all our employees.

It is particularly important that we all continue to focus on our primary goals of running operations at the high standards which we have been achieving and serving our customers. This must be our highest priority and will be the best way to ensure the successful completion of the sales.

We will be providing periodic updates on the progress of the sales and any key developments to all employees. A Frequently Asked Questions or "FAQ" sheet with respect to the CCAA filing will also be made available to employees, which should address many of the questions, you may have. Additional questions or concerns may be directed to 416-332-2906 or by email at employeequestions@cinram.com.

Additionally, please don't hesitate to contact your supervisor or Human Resources representative with any questions.

We want to thank each of you for the enduring commitment and dedication you have demonstrated over the past years to this Company. Please be assured your Board and management team have given this decision careful and deliberate consideration in the best interests of the Company, its employees, customers and suppliers. We appreciate your assistance and patience during this process. Please continue with your regular duties and providing our customers with the quality products and services they have come to expect.

Sincerely,

Steve Brown
Chief Executive Officer

John Bell
Chief Financial Officer

INTERNAL ANNOUNCEMENT

CANADIAN EMPLOYEE FAQs

1. What is happening?

- Cinram International Income Fund (“Cinram”) has entered into an agreement to sell substantially all of its Canadian and U.S. assets and operations to Najafi Companies. Najafi Companies have also offered to purchase substantially all of Cinram’s European assets and operations. Subject to Court approval Cinram intends to accept that offer and complete the sales as soon as possible.

- To give effect to the sales, the Company initiated proceedings today in the Ontario Superior Court of Justice under the Companies’ Creditors Arrangement Act. Our U.S. subsidiaries have also filed voluntary petitions under Chapter 15 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Delaware seeking recognition of the CCAA Proceedings as the “foreign main proceeding” for the reorganization of the estates of Cinram’s Canadian and U.S. subsidiaries and seeking certain additional relief.

2. Why did the Company file for protection under the CCAA?

- The Board determined that filing for CCAA in Canada was the best course of action to:
 - Implement the sales of the Company’s assets and business to Najafi Companies,
 - Facilitate obtaining the \$15 million debtor-in-possession financing being provided by the Company’s senior secured lenders forming the steering committee under the Company’s senior secured credit facilities to finance the Company’s working capital needs, and
 - Obtain Court protection for the Company from actions that creditors might otherwise seek to take while the Company is pursuing the completion of the sale transactions. This Court supervised process allows Cinram to pursue its objectives while continuing its ongoing business operations and minimize financial pressure from creditors.

3. What is the CCAA?

- The Companies’ Creditors Arrangements Act, or “CCAA,” is a Canadian statute that enables companies to restructure their financial affairs under the supervision of the Courts.
- As part of the CCAA proceedings, the Court grants a “stay of proceedings” in favor of the Company which prevents creditors from taking action against the Company, giving it the time and stability to enable it to restructure while continuing its day-to-day operations.

INTERNAL ANNOUNCEMENT

4. What happens in a CCAA filing?

- The Company is typically given time to restructure its financial affairs, or, as in this case, to execute a sale of the business. During that time, a "stay of proceedings" is in place to prevent creditors from taking actions that could destabilize the Company.
- The Court appoints a Monitor to assist the Company and oversee its activities and provide information to the Court and the Company's creditors. FTI Consulting Canada Inc. has been appointed by the Court as Monitor.
- With the assistance of the Monitor, the Company remains in control of its business and operations and can take steps to complete its financial restructuring and strategic initiatives such as a sale of the business.

5. Is the Company bankrupt?

- No, the Company is under CCAA proceedings.
- The CCAA proceedings, among other things, prevent creditors from forcing the Company into bankruptcy. For this reason, CCAA proceedings are sometimes referred to as "bankruptcy protection".

6. How long will the Najafi sales take to complete?

- Subject to Court approval and satisfying other customary conditions, Cinram expects to complete the sales of the North American assets and operations to Najafi Companies during the third quarter of 2012. The European transaction is scheduled to be completed by December 15, 2012.

7. How long will the CCAA proceeding take to complete?

- At this time, it is not possible to determine how long the CCAA proceedings will take to complete. Once the sale transactions have been completed, the proceedings will likely continue for a period of months in order to deal with the Company's remaining assets and operations that are not being sold as part of the sale transactions and other legal affairs of the Company.

8. What is the Monitor?

- The Monitor is an officer of the Court whose responsibilities include assisting the Company with its restructuring and reporting to the Court from time to time on the progress of the proceedings. In this case, FTI Consulting Canada Inc. has been appointed by the Court as Monitor.

Please ensure you give the Monitor your complete co-operation.

9. Who is now in charge of the Company?

- The Board and executive management team remain in charge of the Company and its operations, subject to the specific requirements of the Initial Order granted in the CCAA Proceedings.

INTERNAL ANNOUNCEMENT

10. What does the filing mean for the Company's operations?

- For the most part, it will be business as usual. There will generally be no change in your daily responsibilities.
- Companies operating under CCAA are able to continue to do business with their customers and suppliers, except that they may not pay amounts due to suppliers on account of pre-filing obligations unless permitted by Court order.
- Our finance and accounting team will notice an increase in reporting requirements as a result of the CCAA proceedings.

11. Was there any alternative to selling the Company's businesses and assets to Najafi Companies?

- The Company with the assistance of its professional advisors has undertaken a thorough review of the strategic alternatives available to it. Based on this review and the recommendations of Company management and advisors, the Board determined that selling the Company's business and assets was the best course of action to realize value for our stakeholders, to preserve the going-concern value of the business, to preserve employment for the greatest number of employees and to ensure continuity of services for our customers.

12. Was there any alternative to filing for CCAA protection?

- The Board determined that commencing CCAA proceedings in Canada was the best course of action to implement the sale of the Cinram business to Najafi Companies and to protect the Company's operations while it pursues the completion of the sale transactions. This Court-supervised process allows Cinram to pursue its objectives while continuing its ongoing business operations while minimizing financial pressure from creditors.

13. Does the Company have sufficient financing to continue operations?

- Yes. As part of the CCAA proceedings, Company's senior secured lenders forming the steering committee under Cinram's senior secured credit facilities have agreed to provide financing (called "debtor- in-possession" or "DIP" financing) to finance the Company's working capital requirements during the course of the CCAA proceedings.

14. How will I be paid my wages/salary going forward?

- It is business as usual and current employees will continue to be paid employees according to the normal payroll cycle.

INTERNAL ANNOUNCEMENT

15. I am owed wages up to the filing date. Will I be paid? What about my unpaid expenses?

- Yes, wages and salaries will continue to be paid in the normal course to current employees.
- Expenses submitted and approved in accordance with the Company's policy will be reimbursed to current employees.

16. What happens if I am holding a payroll cheque that I did not cash prior to filing?

- The Court has approved the payment of pre-filing pay cheques.
- We do not anticipate that any pay cheques will be dishonoured.
- While there should be no reason for any bank to dishonor a Cinram pay cheque, if this should happen for any reason, contact your local HR representative immediately and a replacement cheque will be issued. You will be asked to send a copy of the dishonoured cheque. Cinram will cover any bank NSF charges assessed if this happens.

17. I am a temporary employee provided by a staffing agency to Cinram. How will this affect me?

- It will not affect you. Your contractual relationship is with the agency, not Cinram. Your pay cheque from the agency is not affected by the CCAA proceedings.

18. I am a direct contract employee of Cinram. How will this affect me?

- The court has approved continued payment of remuneration to contract employees.

19. I am an employee of Cinram. When will my next pay cheque be issued?

- The pay cycles of the Company will continue as they have in the past and your next pay cheque will be issued accordingly. If you are paid by direct deposit, that will also continue. You should notice no change.

20. How do I get my next expense reimbursement?

- Processing for reimbursable travel and entertainment expenses will take place as usual.

21. What happens if I am holding an expense cheque that did not clear before filing?

- The Court has approved the payment of pre-filing expense reimbursements provided they are submitted and approved in accordance with the Company's policy.

CINRAM

INTERNAL ANNOUNCEMENT

22. What happens if my expense cheque was dishonoured by Cinram's bank?

- We do not anticipate that any expense cheques will be dishonoured.
- While there should be no reason for any bank to dishonor a Cinram expense cheque, if this should happen for any reason, contact your local HR representative immediately and a replacement cheque will be issued. You will be asked to send a copy of the dishonoured cheque. Cinram will cover any bank NSF charges assessed if this happens.

22. How will my vacation entitlements be affected?

- Your vacation entitlements are not affected by the CCAA proceedings. You must continue to comply with normal policies and procedures with regard to approval of time off.

23. Will my benefits package continue?

- Yes, all your medical, dental and insurance benefits remain unchanged.

24. Is the money in my Company RRSP safe?

- These plans are not affected by the CCAA proceedings.

25. Are there going to be lay-offs?

- The Company has continuously adjusted staff levels to meet business volumes, which themselves are a function of our customers' business volumes. Beyond these routine adjustments, it is premature to speculate on any further changes that might be made to staffing levels.

26. How will I be kept informed of developments during the proceedings?

- We will provide periodic updates on the progress of the restructuring and any key developments.
- In addition, you can also reference Cinram's web site www.cinram.com

27. What can I do to help?

- All of us at Cinram can help by continuing to support the business to the very best of our ability.
- Make the customer a #1 priority by continuing to provide the high level of customer service that Cinram's customers have come to expect.
- Support your co-workers and colleagues. They share your uncertainties and deserve your support and courtesy.
- If you have a question, ask. Any question important enough to be on your mind deserves the best available answer.
- Do not participate in idle gossip or spreading of rumors, which distract and do not get Cinram any closer to its goals.

CINRAM

INTERNAL ANNOUNCEMENT

28. What should I do if a member of the press, a vendor, a customer or interested party approaches me for comment about Cinram?

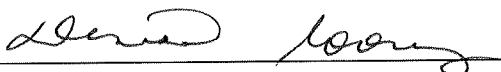
- Please refer inquiries from members of the press, vendors, and interested parties to your respective site leader. All customer inquiries should be referred to the appropriate customer relationship manager within Cinram
- Parties can also be referred to Cinram's website at www.cinram.com .

29. What should I do if I have other questions?

- For every-day business questions, you should continue to speak to your supervisor or department manager.

TAB B

This is Exhibit "B"
to the Affidavit of Yvonne Lewis
sworn this 11th day of September, 2012

A handwritten signature in cursive script, appearing to read "Denise Marie Cooney", written over a horizontal line.

A Commissioner for Taking Affidavits

**Denise Marie Cooney, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 19, 2014.**

From Cinram International Inc.

August 25, 2012

Yvonne Lewis
Employee ID# 121
130 Fitz Gibbon Ave.
Scarborough, ON
M1K 4A7

Dear Yvonne:

As you know, Cinram International Inc. (Old Cinram) is currently in the process of a wide ranging corporate restructuring and the sale of its North American and European operations to an affiliate of Najafi Companies. This restructuring includes reducing or eliminating certain corporate functions and positions. We regret to inform you that after careful consideration, it has been determined that your position with Old Cinram will be eliminated as part of the restructuring and consequently, your employment with Old Cinram will be terminated as of Saturday, August 25, 2012.

As you are aware, on June 25, 2012, the Ontario Superior Court of Justice granted an Initial Order under the Companies' Creditors Arrangement Act which, among other things, stayed claims against Old Cinram (the "Order"). In accordance with the Order, Old Cinram will not be paying any severance amounts or amounts in lieu of notice that might be due to you under the Employment Standards Act or otherwise. Any such amounts could be a claim against Old Cinram; however, it is unlikely that there will be funds available to pay these claims.

Any amounts owed to you for unpaid wages or earned but unused vacation pay will be included in your final pay from old Cinram. Your medical coverage and other benefits will continue until the end of the month. You will be given an opportunity to transfer your life insurance coverage from a group plan to a personal plan, without you being required to submit evidence of insurability. The application must be made within 31 days of termination of your employment. Forms to proceed with this transfer are included in this package.

Please return any Cinram property in your possession (i.e. laptops, keys, cell phones, badges, uniforms, etc.). Contact your local human resource representative to make the necessary arrangements.

We would like to thank you for your hard work and dedication during your time with Old Cinram and wish you well for the future.

Yours truly,



Barrie Goodman
Director of Human Resources

This document is intended to provide you with helpful information on the questions you are most likely to have concerning your termination. However, you should rely on the specific documents referred to herein for specific details.

- 1. Why am I not getting a package like the other terminated people in the past? Isn't it required by law under the Employment Standards Act? Why didn't we get any termination money?**
As you are aware, on June 25, 2012 the Ontario Superior Court granted an Initial Order under the Companies' Creditors Arrangement Act (CCAA) which amongst other things stayed claims against the Company. In accordance with this initial Order we will not be paying any amounts that might otherwise be due to you in respect of Termination or Severance pay. Any amount due in respect of termination and severance pay could be a claim against Cinram International Inc., however, it is unlikely that there will be funds available to pay such claims. Any amount due to you in respect of unpaid wages and accrued vacation pay will be included in your final pay.
- 2. How did management decide on who they terminated?**
The decision making process was developed to ensure that we had the correct staffing level to reflect our current production needs.
- 3. When will my benefits end?**
All benefits that you have with Cinram International Inc. will end at the end of August. If you have any claims that you have not yet submitted you must do so within the next 90 days after August 31, 2012.
- 4. When can I clean out my locker/desk?**
Please contact your local human resource representative to arrange a time. Please do not show up without an appointment as you will not be given access.
- 5. I have just come off of a temporary layoff? How will this affect my EI benefits?**
Please contact Service Canada directly as it will impact each person differently.
- 6. Will I be able to collect Unemployment Insurance?**
A Record of Employment (ROE) will be issued within 5 business days following your final payment. The ROE is electronically sent to Service Canada although you are able to apply for EI immediately. Your eligibility to collect EI payments will be determined by Service Canada. Please complete the attached form indicating your preference as to how you would like to receive your copy of the ROE.
- 7. Can I get a reference letter?**
Yes, upon request we will issue a letter to you.
- 8. Will my outstanding vacation dollars be paid out?**
If you have any outstanding vacation dollars, they will be paid out with your final pay on the next pay day.
- 9. (Hourly only) What about any unused sick days?**
Any outstanding sick days will be paid out on a pro-rated basis.
- 10. Who can I contact if I have any questions?**
If you have any questions or would like any additional information, you can contact your local human resources representative at 416-298-8190.
- 11. What do I do with any Cinram property that I currently have in my possession?**
You need to contact your local Human Resources representative to make arrangements to clean out your locker, desk, etc. At that time, you will need to bring in any property that is in your possession.

RECORD OF EMPLOYMENT (ROE)

In an effort to make it easier to apply for Employment Insurance as well as to reduce paper usage and postage expenses, your ROE will be submitted electronically to Service Canada. The data in the ROE will be entered into Service Canada's systems directly, where it will be used to process your Employment Insurance (EI) claims.

You may obtain a copy of your ROE for your records by one of the options below. Please select the option that suits you best:

Option 1: My Service Canada Account

Please visit <http://www.servicecanada.gc.ca/eng/home.shtml> for access to My Service Canada Account. From here, you can view and/or print copies of your ROE on the same day that we submit it. Simply click on "Records of Employment" on the right-hand side of the web page and follow the steps. My Service Canada Account provides a single point of access to view and update your information with Employment Insurance (EI), Canada Pension Plan (CPP) and Old Age Security (OAS). Once logged on to My Service Canada Account, you will be able to view and update your EI information, view and update your CPP and OAS information, view your tax information slips for EI, CPP and OAS and view your CPP Statement of Contributions.

Option 2: E-mail

We can also email you your ROE once it has been submitted to Service Canada. If you would like to receive your ROE by email, please send an e-mail to Nargis Yakub or Hetty Vandenberg in Payroll. (Email addresses are noted below).

If you have any questions or concerns, please contact the Payroll Department:

Nargis Yakub, CPM
Payroll Manager
416-298-8190 Extension 5014
nargisyakub@cinram.com

Hetty Vandenberg, PCP
Payroll Administrator
416-298-8190 Extension 5205
hettyvandenberg@cinram.com

Thank you

Flexcare lets you choose exactly the coverage you need.

Whether your focus is on prescription drug coverage, dental services, or a combination of both, Flexcare offers a plan that will meet your needs and those of your family. Flexcare is specially designed to provide flexibility and choices, allowing you to select the plan and level of coverage according to your current and future needs, your lifestyle and your budget. Flexcare offers three Core Plans with varying levels of protection:

- DrugPlus™**
A health plan that provides coverage for brand name and generic prescription drugs. (Choose *Basic* or *Enhanced*)
- DentalPlus™**
A dental plan that covers you and your family for regular cleanings, fillings, examinations and more, plus regular check-ups. (Choose *Basic* or *Enhanced*)
- ComboPlus™**
A comprehensive healthcare plan that offers the benefits of DrugPlus and DentalPlus combined. (Choose *Starter*, *Basic* or *Enhanced*)



If you have any questions, give us a call at **1-877-COVER ME®** (1-877-268-3763)



Flexcare is offered through MetLife Financial (The Manufacturers Life Insurance Company). Plans underwritten by The Manufacturers Life Insurance Company. The Flexcare Network is underwritten by The Streamer Health Network, Inc. MetLife Financial and the block design are registered service marks and trademarks of The Manufacturers Life Insurance Company and are used by it and its affiliates, including MetLife Financial Corporation. ® Trademark held by The Manufacturers Life Insurance Company. ® The trademarks of METLIFE International Trading B.V. used under license by Loyalty Management Group Canada, Inc. and MetLife Financial. LifeLine® is a trademark of LifeLine Systems Inc. Best Doctors, Inc. is a registered trademark of Best Doctors, Inc. in the United States and other countries and is used under license. © 2005 The Manufacturers Life Insurance Company. All rights reserved.

COVER ME
Health Power
MetLife Financial

LS-05057-04-000001-0000

Why supplemental health insurance is necessary.

If you are one of the millions of Canadians not fully covered by a group health plan, you are vulnerable to healthcare expenses not covered by your Government Health Insurance Plan.

Overall healthcare funding is continually reassessed. As governments reduce coverage for some healthcare services and cease to provide others, more and more responsibility is placed on you, as an individual, to pay for routine and unexpected health-related services.

Why Flexcare?

For only dollars a day, Flexcare, the supplemental health insurance plan from Manulife Financial, offers you a unique combination of health benefits that provide you and your family with comprehensive coverage you simply shouldn't do without.

Flexcare covers you when your provincial health plan doesn't.

Many common healthcare expenses, such as dental work, prescription drugs, prescription eyewear, private and semi-private hospital room accommodation and more, are not covered by your Government Health Insurance Plan. If you're not fully covered by a group plan, these expenses are paid out of your own pocket. Flexcare can cover these costs, and many more. So with Flexcare, you'll have peace-of-mind, knowing that you'll be covered for both the routine and the unexpected expenses that may occur due to accident or illness.

COVER ME
FlexCare™



Flexcare Health Plans:
The Simple Overview

A simple overview of Flexcare coverage.

MetLife Financial

Flexicare Core plan benefits will help to protect you – day-to-day and in an emergency.

It's reassuring to know that you'll have coverage not only for your basic needs, but also when you're faced with an accident or illness.

Flexicare DrugPlus, DentalPlus and ComboPlus plans also include Core benefits to ensure more comprehensive health coverage. So no matter which plan you choose, Flexicare will help take good care of you, every day, and in a short- or long-term medical crisis. You'll receive coverage for:

- Vision Care***
- Extended Health Care**
- Registered Specialists and Therapists, Psychologists, Physiotherapists, Homecare and Nursing, Accidental Dental, and more**
- Travel†**
- Accidental Death and Dismemberment**
- Survivor Benefit**

* Not available with ComboPlus Starter.
† Travel not available as percentage of and over



If you're self-employed, or a small business owner, your Flexicare plan can essentially pay for itself!

Many people may deduct their supplemental health coverage premiums from their annual income. When you add up the potential tax savings, your Flexicare health plan could virtually pay for itself.

* The example shown is for illustration purposes only and is not meant to be representative of every situation. Your actual savings will depend on the policy selected and the expenses you incur. Please refer to your policy for complete coverage details, and consult your financial advisor.

Customize your Flexicare plan.

The key to Flexicare is flexibility. Customize your Core plan with Add-Ons to increase your coverage in the areas you feel are necessary. Or, if you prefer, you can create your own plan based on our Stand-Alone options.

- Add-Ons**
Add to your DrugPlus, DentalPlus or ComboPlus Core plan
- Vision Enhanced†**
- Extended Health Care Enhanced†**
- Hospital Basic**
- Hospital Enhanced**
- Hospital Cash**
- Lifeline‡: Personal and Nursing**
- Catastrophic Coverage**
- Accidental Death & Dismemberment Enhanced**
- Travel** – 8 days of additional coverage**
- Travel†† – 21 days of additional coverage**

** Not available with ComboPlus Starter.
†† Travel not available as percentage of and over

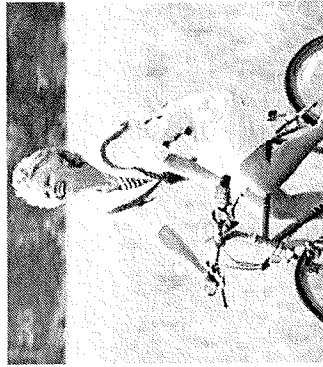
For complete details on the benefits offered by Flexicare's Core Plans, Add-Ons, Stand-Alones, Seniors adjustments and eligibility, please refer to your provincial Complete Guide to Flexicare.

Here's how:

Flexicare Annual Premium	\$1,100
Tax deduction assuming 40% marginal rate	- 440
Total Net Cost	660
Saved annual Expenses (paid through Flexicare):	
Prescription drug costs	- 140
Dental costs	- 210
Contact lenses	- 100
Chiropractor/Registered Massage Therapist	- 210
Total Expenses	- 660
Your Cost	0*

Flexicare sees to it that your claims are paid quickly.

In most cases, prescription drug claims are processed immediately with our electronic direct payment system. The same is also true with many dental claims, as more dentists come "on-line" every day. All other claims are processed promptly upon arrival at Manulife Financial.



65 or better? Flexicare offers increased coverage designed to meet your healthcare needs.

If you're 65 years of age or older, you're likely to have special health priorities. That's why Flexicare offers increased coverage in the areas you need it most.

You depend on your personal health insurance. You can depend on Manulife Financial.

Canada was not yet 20 years old when The Manufacturers Life Insurance Company (Manulife Financial) was incorporated on June 23, 1887. Sir John A. Macdonald, Canada's first Prime Minister, was elected President of the company.

Today, Manulife Financial is a leading Canadian-based financial services group, serving millions of customers in 19 countries and territories worldwide. With our solid Canadian presence and offices in most major cities from coast to coast, it's easy for you to do business with us wherever you live. Manulife Financial is a financially strong organization. If you'd like more information about Manulife Financial, you can find us at www.manulife.com.

Manulife Financial has been earning the trust of Canadians for more than 110 years; we look forward to earning yours.

That pretty much covers everything!

We hope The Simple Overview has helped you understand why supplemental health insurance is important and how Flexicare will work for you.

Your provincial Complete Guide to Flexicare will give you all the detailed information you'll want to know about each of the Flexicare plans and the extensive benefits they offer.

Becoming a Flexicare policyholder is easy.

Building your Flexicare plan is as easy as applying. Simply,

- Select a Core Plan and level of coverage:** DrugPlus (Basic or Enhanced) DentalPlus (Basic or Enhanced) ComboPlus (Starter, Basic or Enhanced)

Customize it with Add-On coverage

- Or **Choose specific coverage** without a Core plan from Stand-Alone options.

Then **Calculate** your monthly premiums

And **Complete** the enclosed Flexicare Application Form and mail it along with two months' premiums, to Manulife Financial in the postage-paid envelope provided.

Or **apply on-line** at www.cwvorne.com

PART 4 - PLAN MEMBER CONFIRMATION

I CERTIFY THAT I, MY SPOUSE AND/OR MY DEPENDANTS OF MINOR OR MAJOR AGE ("DEPENDANTS"), HAVE RECEIVED ALL GOODS OR SERVICES CLAIMED AND THAT THE INFORMATION PROVIDED FOR THIS CLAIM IS TRUE AND COMPLETE. **I AUTHORIZE** MANULIFE FINANCIAL ("MANULIFE") TO COLLECT, USE, MAINTAIN AND DISCLOSE PERSONAL INFORMATION RELEVANT TO THIS CLAIM ("INFORMATION") FOR THE PURPOSES OF GROUP BENEFITS PLAN ADMINISTRATION, AUDIT AND THE ASSESSMENT, INVESTIGATION AND MANAGEMENT OF THIS CLAIM ("PURPOSES"). **I AM AUTHORIZED** BY MY DEPENDANTS TO DISCLOSE AND RECEIVE THEIR INFORMATION, FOR THE PURPOSES. **I AUTHORIZE** ANY PERSON OR ORGANIZATION WITH INFORMATION, INCLUDING ANY MEDICAL AND HEALTH PROFESSIONALS, FACILITIES OR PROVIDERS, PROFESSIONAL REGULATORY BODIES, ANY EMPLOYER, GROUP PLAN ADMINISTRATOR, INSURER, INVESTIGATIVE AGENCY, AND ANY ADMINISTRATORS OF OTHER BENEFITS PROGRAMS TO COLLECT, USE, MAINTAIN AND EXCHANGE THIS INFORMATION WITH EACH OTHER AND WITH MANULIFE, ITS REINSURERS AND/OR ITS SERVICE PROVIDERS, FOR THE PURPOSES. **I AUTHORIZE** THE USE OF MY SOCIAL INSURANCE NUMBER ("SIN") FOR THE PURPOSES OF IDENTIFICATION AND ADMINISTRATION, IF MY SIN IS USED AS MY PLAN MEMBER CERTIFICATE NUMBER. **I AGREE** A PHOTOCOPY OR ELECTRONIC VERSION OF THIS AUTHORIZATION IS VALID. **I UNDERSTAND** THAT MANULIFE'S PRIVACY POLICY AND PRIVACY INFORMATION PACKAGE ARE AVAILABLE AT WWW.MANULIFE.CA/GROUPBENEFITS, OR FROM MY PLAN SPONSOR.

SIGNATURE OF PLAN MEMBER

DATE (DD/MMM/YYYY)

ANY INFORMATION PROVIDED TO OR COLLECTED BY MANULIFE IN ACCORDANCE WITH THIS AUTHORIZATION, WILL BE KEPT IN A GROUP BENEFITS HEALTH FILE. ACCESS TO YOUR INFORMATION WILL BE LIMITED TO:

- MANULIFE EMPLOYEES, REPRESENTATIVES, REINSURERS, AND SERVICE PROVIDERS IN THE PERFORMANCE OF THEIR JOBS;
- PERSONS TO WHOM YOU HAVE GRANTED ACCESS; AND
- PERSONS AUTHORIZED BY LAW.

YOU HAVE THE RIGHT TO REQUEST ACCESS TO THE PERSONAL INFORMATION IN YOUR FILE, AND, WHERE APPROPRIATE, TO HAVE ANY INACCURATE INFORMATION CORRECTED.

PART 5 - MAILING INSTRUCTIONS

PLEASE MAIL YOUR COMPLETED CLAIM FORM AND RECEIPTS TO THE APPROPRIATE ADDRESS.

IF YOU LIVE OUTSIDE MANULIFE FINANCIAL GROUP BENEFITS DENTAL CLAIMS
OF QUEBEC: P.O. BOX 1654, WATERLOO ON N2J 4W2

IF YOU LIVE MANULIFE FINANCIAL GROUP BENEFITS DENTAL CLAIMS
IN QUEBEC: P.O. BOX 5000, STATION B, MONTREAL QC H3B 4B5

Group Benefits Extended Health Care Claim

To be completed by the plan member unless otherwise indicated. Original receipts must be attached for all expenses. (Please attach to the back of this form.) Please retain copies for your files as original receipts will not be returned.

1 Plan member information	Plan contract number	Plan member certificate number	Plan sponsor		
	Plan member name (first, middle initial, last)			Birthdate (dd/mmm/yyyy)	
	Plan member address (number, street and apt.)	City or town	Province	Postal code	
	Are these expenses eligible for coverage under any type of workers' compensation board? <input type="radio"/> Yes <input type="radio"/> No Are you, your spouse or dependants covered under any other plan for the expenses being claimed? <input type="radio"/> Yes <input type="radio"/> No If "Yes," please retain photocopies of all receipts submitted with this claim for submission to your secondary carrier. If this is your first claim, or if information has changed, please provide the following:				
Spouse's date of birth (dd/mmm/yyyy)	Name of spouse's insurance company	Spouse's plan contract number	Spouse's plan member certificate number		
Sign up for direct deposit and electronic claim statements	Receive your claim payments up to 70% faster with direct deposit and enjoy the convenience of seeing your claim statements online. <ul style="list-style-type: none"> Go to www.manulife.ca/groupbenefits and register for the plan member secure site Once you've registered, or if you're already registered, log into the secure site and select Direct deposit for claims from the menu to the left of the screen Enter your banking information 				
2 Patient information Complete for all expenses. Use one line per patient.	Patient's name	Date of birth (dd/mmm/yyyy) (1st Claim only)	Relationship to plan member (1st Claim only)	Complete if patient is a student 18 or older School and city	If employed, hrs worked per week
3 Prescription drug expenses	<ul style="list-style-type: none"> Attach your prescription drug receipts to the back of this form. All receipts must contain the drug identification number (D.I.N.) and the name of the prescription drug. You are not required to list this information on the form. 				
4 Practitioner's/ Paramedical expenses (e.g. chiropractor, massage therapist, physiotherapist, etc.)	For practitioner/paramedical expenses please attach an itemized statement and/or receipt stating: <ul style="list-style-type: none"> patient name, name of practitioner, type of practitioner, date of service, length of visit, charge for treatment, date last paid by provincial plan (if applicable) and licence and/or registration number. If for psychotherapy, please indicate type (individual, family, group, marriage) on your receipt.				

Please complete next page.

5 Equipment and appliance expenses	<p>For equipment and appliance expenses Manulife Financial requires a written recommendation from the prescribing physician, including diagnosis, and a copy of the provincial plan statement of payment (if applicable).</p> <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <p>Indicate the activities requiring the use of this item.</p>
	<p>Duration equipment is required. From <input style="width: 100px;" type="text" value="Date (dd/mmm/yyyy)"/> To <input style="width: 100px;" type="text" value="Date (dd/mmm/yyyy)"/></p> <p>Has rental equipment been returned? <input type="radio"/> Yes <input type="radio"/> No</p>

6 Vision care expenses	<p>Eye glasses and elective contact lenses: <i>If your Vision care benefit requires a change in prescription, please have the supplier complete and sign below.</i></p> <p>Is this the first pair of glasses or contact lenses? <input type="radio"/> Yes <input type="radio"/> No</p> <p>Has the prescription changed? <input type="radio"/> Yes <input type="radio"/> No</p> <p>Medically necessary contact lenses: <i>Please have the supplier complete and sign below.</i></p> <p>Were contact lenses prescribed for severe corneal astigmatism, keratoconus or aphakia? <input type="radio"/> Yes <input type="radio"/> No</p> <p>Can visual acuity be improved by at least 2 lines on the Snellen chart over the best possible vision with glasses? <input type="radio"/> Yes <input type="radio"/> No</p> <p>Could visual acuity be improved up to at least the 20/40 level by glasses? <input type="radio"/> Yes <input type="radio"/> No</p>		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">To be completed by supplier.</div> <p>Please enclose an itemized receipt indicating:</p> <ul style="list-style-type: none"> • patient's name, • cost of contact lenses, • cost of glasses, • dispensing fee, • cost of eye exam, • date of eye exam, • cost of tinting, • cost of laser surgery and • date dispensed. 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Signature of supplier</td> <td style="width: 30%;">Date signed (dd/mmm/yyyy)</td> </tr> </table>	Signature of supplier	Date signed (dd/mmm/yyyy)
Signature of supplier	Date signed (dd/mmm/yyyy)		

7 Claims confirmation	<p>Total amount of ALL receipts submitted \$ <input style="width: 150px;" type="text"/></p> <p>NOTE - ORIGINAL RECEIPTS must be attached for all expenses.</p> <p>Please sign here</p>		
	<p><u>I certify</u> that I, my spouse and/or my dependants of minor or major age ("Dependants"), have received all goods or services claimed and that the information provided for this claim is true and complete.</p> <p><u>I authorize</u> Manulife Financial ("Manulife") to collect, use, maintain and disclose personal information relevant to this claim ("Information") for the purposes of Group Benefits plan administration, audit and the assessment, investigation and management of this claim ("Purposes"). <u>I am authorized</u> by my Dependants to disclose and receive their Information, for the Purposes. <u>I authorize</u> any person or organization with Information, including any medical and health professionals, facilities or providers, professional regulatory bodies, any employer, group plan administrator, insurer, investigative agency, and any administrators of other benefits programs to collect, use, maintain and exchange this information with each other and with Manulife, its reinsurers and/or its service providers, for the Purposes. <u>I authorize</u> the use of my Social Insurance Number ("SIN") for the purposes of identification and administration, if my SIN is used as my plan member certificate number. <u>I agree</u> a photocopy or electronic version of this authorization is valid. <u>I understand</u> that Manulife's Privacy Policy and Privacy Information Package are available at www.manulife.ca/groupbenefits, or from my Plan Sponsor.</p>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Signature of plan member</td> <td style="width: 30%;">Date signed (dd/mmm/yyyy)</td> </tr> </table> <p>Any Information provided to or collected by Manulife in accordance with this authorization, will be kept in a Group Benefits health file. Access to your Information will be limited to:</p> <ul style="list-style-type: none"> • Manulife employees, representatives, reinsurers, and service providers in the performance of their jobs; • Persons to whom you have granted access; and • Persons authorized by law. <p>You have the right to request access to the personal information in your file, and, where appropriate, to have any inaccurate information corrected.</p>	Signature of plan member	Date signed (dd/mmm/yyyy)
Signature of plan member	Date signed (dd/mmm/yyyy)		

8 Mailing instructions	<p>Please mail your completed claim form and receipts to the appropriate address.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>If you live outside Quebec: Manulife Financial Group Benefits Health Claims P.O. BOX 1653 WATERLOO ON N2J 4W1</p> </td> <td style="width: 50%; vertical-align: top;"> <p>If you live in Quebec: Manulife Financial Group Benefits Health Claims P.O. BOX 2580, STATION B MONTREAL QC H3B 5C6</p> </td> </tr> </table>	<p>If you live outside Quebec: Manulife Financial Group Benefits Health Claims P.O. BOX 1653 WATERLOO ON N2J 4W1</p>	<p>If you live in Quebec: Manulife Financial Group Benefits Health Claims P.O. BOX 2580, STATION B MONTREAL QC H3B 5C6</p>
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FollowMe™

COVERME
FollowMe™

For more information,

Call **1-877-COVER ME®**
(1-877-268-3763)

Our Customer Service Representatives
will be glad to assist you.

Or visit our website at
www.coverme.com



FollowMe is offered through Manulife Financial
(The Manufacturers Life Insurance Company).

Plans underwritten by The Manufacturers Life Insurance Company.

The Eyewear Protector Warranty is underwritten by
The Spencer Health Network, Inc.

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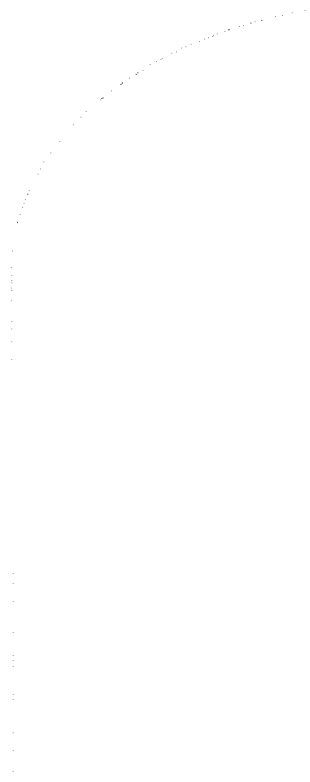
Don't let the loss
of your group benefits
take away your
peace-of-mind.

 Manulife Financial

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FollowMe™



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Important Notice

This is not a contract. Actual terms and conditions are detailed in the policy issued by Manulife Financial upon final application approval. It contains important details concerning exclusions, conditions and limitations. Please review them carefully upon receipt.

Medically Necessary

Some benefits will only be payable if they are considered to be "Medically Necessary". In order for any care, service, supply or other matter to be considered "Medically Necessary", it must be ordered to be provided to an insured person by a physician or registered healthcare professional and be one which Manulife Financial determines is appropriate and consistent with the symptoms and findings or diagnosis and treatment of the insured person's illness or injury. It must also be provided in accordance with generally accepted medical practice on a national basis, and be the most appropriate supply or level of service, which can be provided on a cost effective basis.

Medically Underwritten

If/when the plan is "Medically Underwritten" or "requires a medical questionnaire", you must disclose any medical condition, injury or illness that occurred or existed on or before the date of your application, regardless of whether you went to see a doctor about the condition or were given a diagnosis, or whether or not you believe that it is important. The premium charged and/or benefits offered could be subject to adjustment or modification of coverage, or declined based on your or your family's medical background. This will be determined after an evaluation of the information provided on the medical questionnaire.

Hospitalization

Manulife Financial cannot guarantee the availability of private or semi-private hospital accommodation.

Newborns

Children born while your policy is in force are automatically added to your policy if an application with appropriate payment is made within 30 days of birth. If application is received after the 30th day following the date of birth, medical information will be required.

Maximums

All maximums are per person. Any unused portion of benefits cannot be accumulated and added to coverage in future months or years.

Acceptance Period

If you and/or your family's medical history is such that a higher premium is required or that special conditions be applied to benefits (see Medically Underwritten), you will be notified in writing prior to your decision to accept the coverage. If at that time you decide not to proceed with the coverage, your initial payment will be returned and your application cancelled.

Effective Date of Coverage

Coverage is effective the first day of the month following final approval of the application.

Gain the security of knowing your healthcare needs will be covered. Regardless of what path in life you take.

Life is full of changes. Some are planned. Some aren't...

One day, you have the security of a group healthcare plan to help fill the increasing gaps left by your provincial health insurance plan coverage. The next, whether through a career change, retirement or job loss, your benefits are gone, and you have to pay for routine medical expenses such as prescription drugs, dental services, prescription eyewear and chiropractic visits, out of your own pocket.

To complicate matters, you know that if an accident or illness were to occur, the significant out-of-pocket medical expenses you'd have to pay in addition to those everyday healthcare bills, could quickly leave you in financial jeopardy...

Need individual healthcare coverage? FollowMe™ is the one

Understanding how important supplemental coverage is these days, especially with the constant changes to provincial health insurance, it's wise to consider purchasing your own healthcare insurance, when leaving a Group Plan.

One that will follow you, no matter what path in life you take. One that offers you the solid, yet affordable coverage that the FollowMe health plan does. That way, you'll have both the peace-of-mind and the protection you need when your group benefits end.

FollowMe™

Qualifying for coverage is easy

FollowMe will ensure that you and your family can maintain many of the benefits you enjoyed under your group plan. Best of all, as long as you apply within 60 days of your group health and dental benefits ending, your acceptance is guaranteed* – without a medical questionnaire or exam! (However, applications submitted after the 60-day period will require full medical underwriting.)

** Guaranteed acceptance dependent upon receipt of first premium payment.*

Choose the plan that's right for you

Understanding that different families have different healthcare needs, FollowMe offers you four different plans to choose from – Basic, Enhanced, Enhanced Plus, and Premiere. Each one offers varying levels of coverage and benefits. You'll find the coverage and benefit details in the Plan Comparison Chart in the back of this brochure, along with applicable rates and an easy-to-complete application. Remember, if you apply within 60 days of the loss of your group benefits your acceptance is guaranteed!

Hassle-free electronic claims submission

As a FollowMe policyholder, most of your prescription drug and dental claims can be settled automatically using your plastic identification card; this gives you one less thing to worry about.

The peace-of-mind and protection you need, when your group benefits end

Put an end to your worries about losing your group benefits by applying for FollowMe today. Enjoy solid protection against ongoing and unexpected healthcare expenses. And whatever path in life you take, your coverage will go with you.

Simply choose the FollowMe Plan that's right for you and your family, then complete and mail the enclosed application form in the postage-paid envelope provided. Apply within 60 days of your group benefits ending and your coverage is guaranteed – with no medical! If you wait and apply after 60 days, full medical underwriting will be required.



FollowMe™

Fracture Benefit

Pays a scheduled amount depending on which bone is fractured. If more than one bone is fractured in a single accident, the amount payable is for the most severe fracture

Accidental Death and Dismemberment

Payment for accidental death or dismemberment resulting from an accidental bodily injury occurring within a year of the date of the accident

Survivor Benefit

Provides for continuous coverage for 1 year, following the death of an adult policyholder

Please see the enclosed FollowMe Plan Comparison Chart for specific details of each benefit.

You depend on your personal health insurance. You can depend on Manulife Financial

Canada was not yet 20 years old when The Manufacturers Life Insurance Company (Manulife Financial) was incorporated on June 23, 1887. Sir John A. Macdonald, Canada's first Prime Minister, was elected President of the company.

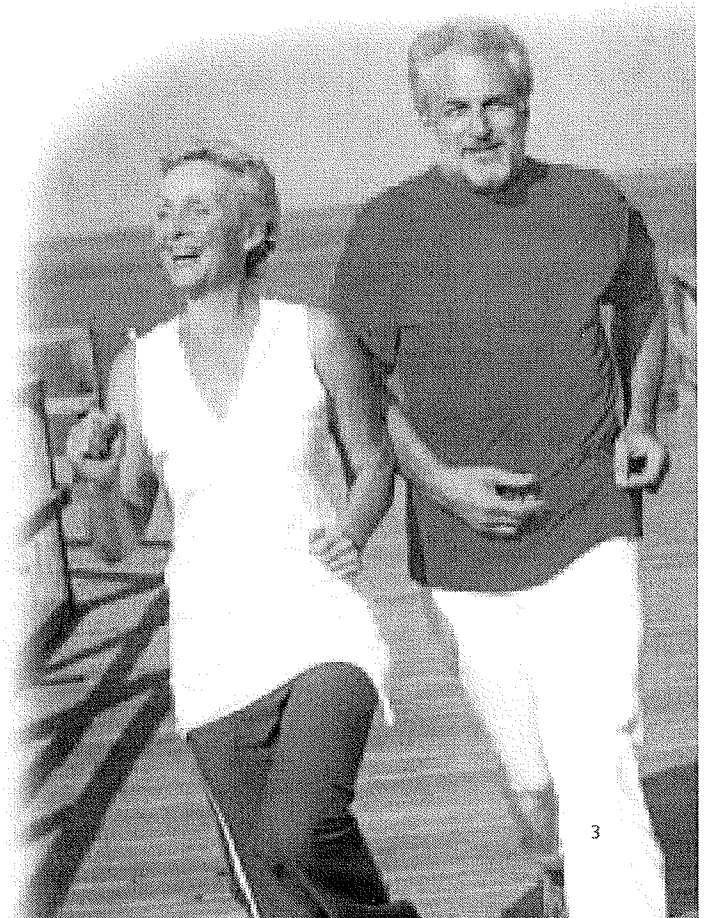
Today, Manulife Financial is a leading Canadian-based financial services group, serving millions of customers in 19 countries and territories worldwide. With our solid Canadian presence and offices in most major cities from coast to coast, it's easy for you to do business with us wherever you live.

Manulife Financial is a financially strong organization. If you'd like more information about Manulife Financial, you can find us at www.manulife.com.

Manulife Financial has been earning the trust of Canadians for more than 110 years; we look forward to earning yours.

Solid protection at affordable rates

One of the things that makes FollowMe unique is that it allows you to decide which level of protection best suits your needs and budget. So you'll pay only for the coverage you really want and need. In addition to affordable monthly premiums, you'll also gain peace-of-mind knowing that your healthcare expenses won't become a financial burden when your group benefits end.



FollowMe™

FollowMe offers coverage for a comprehensive range of essential healthcare services

Prescription Drugs

Payment for the prescription drugs that you or your family may require

Dental Services

Expenses such as examinations, cleanings, fillings, extractions, x-rays and more (available with the Enhanced Plus and Premiere plans)

Vision Care

Prescription lenses and frames, contact lenses and laser eye surgery, plus coverage towards the cost of Optometrist visits

Hospital Benefits

Preferred hospital accommodation, in excess of the standard ward room rate

Extended Health Care

Registered Specialists and Therapists

Includes visits to Chiropractors, Acupuncturists, Osteopaths, Podiatrists, Naturopaths, Chiropodists, Registered Massage Therapists, Physiotherapists, Psychologists and Speech Therapists

Homecare and Nursing

Medical care in your home from a Registered Nurse, Registered Nursing Assistant or healthcare aid

Prosthetic Appliances and Durable Medical Equipment

Surgical bandages and dressings, purchase or rental of equipment such as crutches, non-electric wheelchairs and hospital beds, oxygen and more. Also includes prosthetic appliances such as artificial limbs, eyes, splints, casts and breast prostheses

Accidental Dental

Payment over and above your regular dental coverage, when dental treatment is required due to an accidental blow to the head or mouth

Hearing Aids

Payment towards the purchase and/or repair of hearing aids

Ambulance Services

Covers trips to hospitals in licensed ground ambulance or air ambulance

Lifeline* Emergency Response Service

Provides 24-hour monitoring service for people coping with medical problems at home and wanting to lead more independent lives

Best Doctors® Solutions

In the event of a serious illness or injury, you can receive an evaluation of your medical records by world-class specialists to confirm your initial diagnosis and recommend treatment options. Additional services include: treatment planning, identification of the most appropriate care provider, and care management.



Group Benefits Life Conversion Option

Facts about converting your Group Life coverage to an individual policy

As a Manulife Financial group plan member, you may be eligible to convert your group life insurance to an individual policy without having to provide evidence of good health or undergo a medical exam, provided you do so within 31 days of the date your group life insurance terminates or reduces. You can convert your Basic Life Insurance amount and Optional Life Insurance amount (if applicable) up to a combined maximum of \$200,000.00 - or as indicated in your group contract. Depending on your plan specifications, you may also be able to convert your spouse's coverage to an individual policy. When your group life insurance benefits cease or reduce you may have the following options:

1. Convert your (and/or your spouse's) group life insurance to individual insurance.
You must apply within 31 days of termination or reduction of Group Life Insurance coverage.
2. Replace your (and/or your spouse's) group life coverage with an individual plan purchased through your financial advisor or a Manulife Financial agent.
3. Get a new Group Life policy at your next place of employment.

You may choose one of any of the following three options for an individual policy:

PERMANENT LIFE – This is a Permanent Life policy with the insurance becoming payable at the death of the insured. Your premiums are guaranteed not to increase, we guarantee administration charges won't change and we offer an investment account that guarantees you a minimum interest rate for the life of the policy. The minimum conversion amount is \$10,000.

LEVEL TERM LIFE TO AGE 65 – This policy provides temporary life insurance from the date of issue, until the insured reaches age 65. This policy cannot be converted to another form of insurance, and will terminate when the insured reaches age 65 or at death, whichever is earlier. This policy does not participate in dividends.

ONE-YEAR NON-RENEWABLE, CONVERTIBLE TERM INSURANCE – This policy provides temporary life insurance from the date of issue for one year only. This policy does not participate in dividends. It can be exchanged at any time during the one-year period without medical evidence, but only to a Permanent Life policy or Term Life to Age 65 as outlined above. The premium of the new policy will be calculated at the attained age of the insured at the time of the exchange of policy.

For more information about applying for conversion of your group life coverage to an individual policy, contact your employer's plan administrator or Manulife Financial at:

Customer Service Centre: 1-800-268-6195

TTY/TDD service: 1-800-685-7793

Note: Depending on your age, health etc., you may prefer to simply purchase an individual life insurance policy rather than convert your group life insurance. If you would like to explore this option, you can contact the Individual Life Services Centre outside Quebec at 1-888-MANULIFE (1-888-626-8543) and within Quebec 1-888-MANUVIE (1-888-626-8843).

Premium Rates

Your premium rates will depend on the following:

- The type of insurance you choose.
- The amount of insurance you are converting.
- Your age within six months of the issue date of your new individual policy.
- Annual or monthly payments.

Premiums can be paid annually or monthly. There is also a policy fee depending on which plan and payment method you choose. The chart on page 2 shows annual rates for all three individual insurance plans between the ages of 30 - 65 inclusive. Please contact your benefit plan administrator if you would like the rates for an age that is different from what is shown here. The annual rates shown are per \$1,000 of life insurance. Policy fees and rates are subject to change.

Age	Permanent Life		Level Term to Age 65		One-Year Convertible		Age	Permanent Life		Level Term to Age 65		One-Year Convertible	
	Male	Female	Male	Female	Male	Female		Male	Female	Male	Female	Male	Female
30	\$5.93	\$4.46	\$3.23	\$2.41	\$2.77	\$2.01	48	\$20.61	\$13.60	\$9.07	\$6.51	\$7.58	\$5.38
31	\$6.36	\$4.74	\$3.50	\$2.59	\$2.91	\$2.11	49	\$21.94	\$14.43	\$9.28	\$6.66	\$8.60	\$6.10
32	\$6.79	\$5.02	\$3.76	\$2.79	\$2.97	\$2.15	50	\$23.28	\$15.27	\$9.49	\$6.80	\$9.70	\$6.87
33	\$7.22	\$5.30	\$4.05	\$3.00	\$3.00	\$2.18	51	\$25.10	\$16.28	\$9.81	\$7.02	\$10.82	\$7.65
34	\$7.65	\$5.59	\$4.36	\$3.20	\$3.09	\$2.24	52	\$26.91	\$17.29	\$10.12	\$7.24	\$11.85	\$8.37
35	\$8.08	\$5.87	\$4.66	\$3.42	\$3.16	\$2.29	53	\$28.73	\$18.30	\$10.45	\$7.47	\$12.95	\$9.14
36	\$8.81	\$6.38	\$4.94	\$3.62	\$3.25	\$2.35	54	\$30.55	\$19.31	\$10.79	\$7.71	\$14.12	\$9.96
37	\$9.55	\$6.90	\$5.22	\$3.81	\$3.34	\$2.42	55	\$32.36	\$20.33	\$11.12	\$7.95	\$15.45	\$10.89
38	\$10.28	\$7.41	\$5.51	\$4.01	\$3.42	\$2.47	56	\$34.82	\$21.96	\$11.66	\$8.32	\$16.80	\$11.83
39	\$11.02	\$7.93	\$5.82	\$4.23	\$3.52	\$2.54	57	\$37.28	\$23.59	\$12.24	\$8.70	\$18.23	\$12.83
40	\$11.75	\$8.45	\$6.13	\$4.45	\$3.65	\$2.63	58	\$39.74	\$25.22	\$12.82	\$9.10	\$19.68	\$13.85
41	\$12.72	\$8.98	\$6.57	\$4.76	\$3.79	\$2.73	59	\$42.20	\$26.85	\$13.38	\$9.48	\$21.23	\$14.93
42	\$13.69	\$9.51	\$7.02	\$5.08	\$3.99	\$2.87	60	\$44.66	\$28.48	\$13.92	\$9.89	\$22.91	\$16.11
43	\$14.66	\$10.04	\$7.49	\$5.41	\$4.30	\$3.08	61	\$47.24	\$30.64	\$14.43	\$10.48	\$24.68	\$17.35
44	\$15.63	\$10.57	\$7.96	\$5.74	\$4.71	\$3.37	62	\$49.81	\$32.79	\$15.00	\$11.24	\$26.83	\$18.85
45	\$16.60	\$11.10	\$8.46	\$6.10	\$5.27	\$3.76	63	\$52.39	\$34.94	n/a	n/a	\$29.52	\$20.73
46	\$17.94	\$11.93	\$8.66	\$6.23	\$5.90	\$4.21	64	\$54.96	\$37.09	n/a	n/a	\$32.71	\$22.97
47	\$19.27	\$12.77	\$8.86	\$6.37	\$6.68	\$4.75	65	\$57.54	\$39.24	n/a	n/a	\$36.35	\$25.51

The minimum partial conversion amount is \$10,000.

Calculating your premiums for Permanent Life:

To calculate the **Annual** premium for Permanent Life product:

Rate (see above rate table) x number of (\$1,000) Units of insurance + \$122.45 annual policy fee = annual premium

Example #1

Male, age 60 (within six months of new issue date) converting \$30,000 to Permanent Life:

Annually: \$44.66 x 30 = \$1,339.80 + \$122.45 (annual policy fee) = \$1,462.25/year

To calculate the **Monthly** premium for Permanent Life product:

Calculate the annual rate and divide by 12.

Monthly: annual premium \$1,462.25/year ÷ 12 months = \$121.85/monthly

Calculating your premiums for Level Term to Age 65 or One-Year Convertible Term product:

To calculate the **Annual** premium for the Term to Age 65 or One-Year Convertible Term product:

Rate (see above rate table) x number of (\$1,000) Units of insurance + \$50 annual policy fee = annual premium

Example #2

Female, age 62 (within six months of new issue date) converting \$40,000 to One-Year Convertible Term:

Annually: \$18.85 x 40 = \$754 + \$50 (annual policy fee) = \$804/year

To calculate the **Monthly** premium for Term to Age 65 or One-Year Convertible Term product:

Rate (see above rate table) x number of (\$1,000) Units of insurance x .0892 + \$6.00 monthly fee = monthly premium

Rate \$18.85 x 40 = \$754 x .0892 = \$67.26 + \$6 monthly fee = \$73.26 monthly premium

IMPORTANT:

Should you decide to convert your group life insurance, **you must complete and submit the attached application within 31 days of the date your group coverage expires or reduces.** Failure to submit within 31 days may result in the loss of this conversion option. Depending upon your payment plan, you may need to provide Manulife Financial with some banking information so that we can automatically withdraw your premium payments from your bank account.

When submitting your application, please ensure you send in the following:

- Application completed in full
- If paying annually, full annual premium
- If paying monthly, a PAC form, void cheque AND a separate cheque for the first month's premium

YOU MUST SUBMIT A COMPLETED APPLICATION AND PROVIDE PAYMENT IN ORDER FOR THE POLICY TO BE ISSUED.



Group Benefits Group Insurance - Application for Conversion

Please print.

Mailing address: Manulife Financial, Plan Member Administration
2727 Joseph Howe Drive, PO BOX 2026, HALIFAX NS B3J 2Z1

1 Plan sponsor information
(to be completed by the plan sponsor)

Plan sponsor's name _____ Benefit termination/reduction date (dd/mmm/yyyy) _____

Plan member's name (first, middle initial, last) _____

Is the member approved for/ or waiting to be approved for either disability benefits or waiver of premium? Yes No
 If "Yes", then the remaining questions in Section 1 should be completed by your Manulife Financial Case Manager.
 If "No", then the remaining questions in Section 1 should be completed by the Plan Administrator of your group.

	Amount	Plan contract number	Division number
Plan member's group insurance			
Basic Life coverage	\$ _____		
Optional Life coverage	\$ _____		
Basic AD&D (Quebec only)	\$ _____		
Optional AD&D (Quebec only)	\$ _____		
Spouse's group insurance			
Basic Life	Optional Life	Basic AD&D (Quebec only)	Optional AD&D (Quebec only)
\$ _____	\$ _____	\$ _____	\$ _____
Signature of plan administrator		Title	Date signed (dd/mmm/yyyy)
Plan administrator's name		Telephone number	Ext. _____

2 Plan member (Proposed life insured) information
(to be completed by the plan member)

Full name (first, middle initial, last) _____ Plan member certificate number _____

Mailing address (number, street and apt.) _____ City/Town _____ Province _____ Postal code _____

Date of birth (dd/mmm/yyyy) _____ Plan member's sex Male Female Home telephone number _____

Beneficiary name (first, middle initial, last) _____ Relationship to applicant _____ Please indicate whether the beneficiary is revocable or irrevocable* _____

What is new occupation? _____ Will you have Group Life coverage with your new occupation within 31 days of above benefit cease date? Yes No How much life insurance coverage will you have under your new group plan? \$ _____

Individual plan requested: Permanent Life Level Term to Age 65 One Year Non-renewable Convertible Term Amount of Insurance to convert (Maximum \$200,000 or as indicated in your Group Contract) \$ _____ Premium payment option: Annual Monthly - (PAC required, see page 4)

Spouse (Proposed life insured)

Full name (first, middle initial, last) _____

Date of birth (dd/mmm/yyyy) _____ Plan member certificate number _____ Spouse's sex Male Female

Beneficiary name (first, middle initial, last) _____ Relationship to applicant _____ Please indicate whether the beneficiary is revocable or irrevocable* _____

Individual plan requested: Permanent Life Level Term to Age 65 One Year Non-renewable Convertible Term Amount of Insurance to convert (Maximum \$200,000 or as indicated in your Group Contract) \$ _____ Premium payment option: Annual Monthly - (PAC required, see page 4)

3 Signatures

I, the Applicant, declare, to the best of my knowledge and belief, that all answers and statements recorded in this application are true and complete and agree that:
1. This application will be the basis of my contract issued hereunder;
2. Manulife Financial will not be bound by any statement made to, or by, or any knowledge on the part of any other person, unless stated in writing in this application.

Signed at (city/town) Date (dd/mmm/yyyy) Signature of witness

Signature of plan member Signature of spouse (if applying)

Request for Pre-Authorized Cheque plan

To the Bank

I hereby authorize and request you to pay and debit to the account mentioned below all cheques purporting to be drawn on your Bank, on behalf of the undersigned, by and made payable to The Manufacturers Life Insurance Company, and presented for payment. This authorization may be revoked on ten days written notice to you.

In consideration of your acting as aforesaid, it is agreed that your treatment of each such cheque and your rights with respect to it shall be the same as if it were signed by the undersigned, personally and that the failure to pay any such cheque, shall give rise to no liability on your part even if such failure results in a forfeiture of insurance or loss or damage of any kind. Any delivery of this authorization to you will constitute delivery by the undersigned.

Pre-Authorized Cheque Plan Agreement

I hereby authorize and request The Manufacturers Life Insurance Company to draw cheques monthly on my account to pay premiums and/or repay loans on the policies listed within this document or any policies subsequently designated.

It is understood and agreed that:

- 1. Such cheques shall be drawn in the month to pay premiums falling due in such month on the designated policies.
2. While the Pre-Authorized Plan is in effect, the Company will not give notices of premiums falling due on such policies.
3. The Pre-authorized Plan may be terminated on written notice by the bank depositor to the Company or by the company to the undersigned. If the Pre-Authorized Plan is terminated, premiums falling due thereafter shall be payable directly to the Company as such frequency as is determined by the Company to be then appropriate.
4. The Manufacturers Life Insurance Company is authorized to release and exchange any Personal information necessary for the fulfillment of any obligation under this Pre-Authorized Cheque Plan Agreement.

Note: If a company is payer, this agreement must be signed by an authorized officer stating title and affixing seal or stamp.

The Manufacturers Life Insurance Company is hereby requested and authorized, subject to conditions described above hereof, to draw cheques monthly in its favour under its Pre-Authorized Cheque Plan (hereinafter referred to as PAC). Such cheques are to be charged against the bank account described below for the purpose of collecting premiums and/or loan payments on the policies noted or hereafter added to the PAC Plan.

Please ensure you submit a void cheque and your first month's premium.

Type of account Account number Transit number

Savings Chequing Other

Name and address of bank, trust company, Credit Union or Caisse Populaire

Name of depositor(s) as shown on bank record - Please print

Withdrawal day (1st through 28th day of the month only) (dd/mmm/yyyy)

This is authorization to the bank to make such payments. The above authorization and request shall apply to any other account in this bank or to the account in any other bank, trust company, Credit Union or Caisse Populaire subsequently named by me.

Signature of depositor Date (dd/mmm/yyyy)

Signature of second depositor if required by bank account Date (dd/mmm/yyyy)

Plan member's signature (if other than Depositor) Date (dd/mmm/yyyy)

Agent Information (This field is only applicable if an agent is involved)

Agent of record name Date (dd/mmm/yyyy)

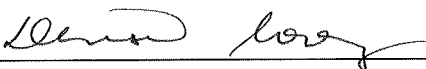
Name of company Agent number

Company address Telephone number Ext.

YOU MUST SUBMIT A COMPLETED APPLICATION AND PROVIDE PAYMENT IN ORDER FOR THE POLICY TO BE ISSUED.

TAB C

This is Exhibit "C"
to the Affidavit of Yvonne Lewis
sworn this 11th day of September, 2012



A Commissioner for Taking Affidavits

**Denise Marie Cooney, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 19, 2014.**

2255 Markham Road
Toronto Ontario
Canada M1B 2W3

T 416 298 8190
F 416 298 0627

From Cinram International Inc.

August 24, 2012

Easwaran Thirunavukkarasu
Employee ID# 7108
3 Mistry Court
Markham, ON
L6E 1K9

Dear Easwaran:

As you know, Cinram is currently in the process of a wide ranging corporate restructuring and the sale of its North American and European operations to an affiliate of Najafi Companies. As a necessary part of this process, certain employees of Cinram International Inc. ("Old Cinram") will be terminated. We regret to inform you that after careful consideration, it has been determined that your position with Old Cinram will be eliminated as part of the restructuring and consequently, your employment with Old Cinram will be terminated as of the Closing Date. Until then, we ask that you continue to perform your work as normal. We have spoken with Novoguard International Corporation and they have indicated that there may be an opportunity for you with their organization. We ask that you contact Daniel Popent at Novoguard International Corporation within the next 24 hours at 416-908-6713.

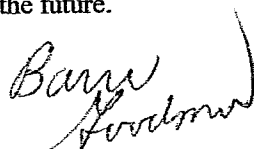
As you are aware, on June 25, 2012, the Ontario Superior Court of Justice granted an Initial Order under the Companies' Creditors Arrangement Act which, among other things, stayed claims against Old Cinram (the "Order"). In accordance with the Order, Old Cinram will not be paying any severance amounts or amounts in lieu of notice that might be due to you under the Employment Standards Act or otherwise. Any such amounts could be a claim against Old Cinram; however, it is unlikely that there will be funds available to pay these claims.

Any amounts owed to you for unpaid wages or earned but unused vacation pay will be included in your final pay from Old Cinram. Your medical coverage and other benefits will continue until the Closing Date. You will be given an opportunity to transfer your life insurance coverage from a group plan to a personal plan, without you being required to submit evidence of insurability. The application must be made within 31 days of termination of your employment. Forms to proceed with this transfer are included in this package.

On your final day please return any Cinram property in your possession (i.e. laptops, keys, cell phones, badges, uniforms, etc.). Contact your local human resource representative to make the necessary arrangements.

We would like to thank you for your hard work and dedication during your time with Old Cinram and wish you well for the future.

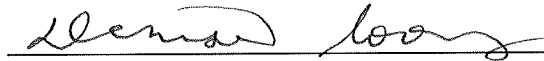
Yours truly,



Barrie Goodman
Director of Human Resources

TAB D

This is Exhibit "D"
to the Affidavit of Yvonne Lewis
sworn this 11th day of September, 2012

A handwritten signature in black ink, appearing to read "Denise Cooney", written over a horizontal line.

A Commissioner for Taking Affidavits

**Denise Maria Cooney, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 19, 2014.**

25

Last Name	First Name	Age	Facility	Position	Years	Hourly/Salaried
1 Ahmed	Faruq	66	Nugget	Driver	11 Years	Hourly
2 Ally	Rabia	45	CAC	Machine Operator	21 Years, 3 Months	Hourly
3 Amin	Mala	53	Nugget	Verifier	21 Years	Hourly
4 Argoso	Priscila	50	CAC	Machine Operator	20 Years	Hourly
5 Aruckkancipillai	Antonfelix	59	Nugget	Forklift Operator	11 Years, 2 Months	Hourly
6 Bhavsar	Vimod	62	CVC	Skidder (Shipping)	23 Years, 6 Months	Hourly
7 Canlubo	Walter	45	CAC	Mechanic	22 Years, 4 Months	Hourly
8 Cespedes	Ramon	41	CAC	Senior Maintenance Technician	17 Years, 3 Months	Hourly
9 Chandrarajan	Yogarani	55	CVC	Catcher	19 Years	Hourly
10 Cuizon	Samuel	48	Nugget	Forklift Operator	17 Years	Hourly
11 Deniese	Tanuja	47	Nugget	Senior Inventory Control Clerk	10 Years, 5 Months	Hourly
12 Desouza	Lyne	52	Nugget	Packaging	8 Years, 6 Months	Hourly
13 D'Souza	Albert	65	Nugget	Packing Dept	30 Years, 1 Month	Hourly
14 Fernandes	Jacintha	57	CAC	Printer Operator	21 Years, 4 Months	Hourly
15 Francisco	David	52	Nugget	Machine Operator	18 Years, 2 Months	Hourly
16 George	Nenita	54	Nugget	Machine Operator	15 Years, 6 Months	Hourly
17 Haddad	Fuad	58	Nugget	Shipper	15 Years	Hourly
18 Hossein	Natasha	44	Nugget	Distribution	18 Years	Hourly
19 Izadiyar	Benafsham	50	CVC	Machine Operator	9 Years, 11 Months	Hourly
20 Jafer	Kamlawattie	49	Nugget		10 Years	Hourly
21 Johnson	Edward	62	Nugget	Maintenance	24 Years	Hourly
22 Kadakol	Mehrunnissa	50	Nugget	Order Picker	7 Years, 1 Month	Hourly
23 Kaloti	Kamalini		CVC	Machine Operator	10 Years, 1.5 Months	Hourly
24 Kanagaratham	Baskaran	56	Nugget	Inventory Control	17 Years	Hourly
25 Kapadia	Prabodhana	57	Nugget	Machine Operator	25 Years	Hourly
26 Khan	Wazir	50	CVC	Forklift Trainer / Material Handler	17 Years, 11 Months	Hourly
27 Khooblaal	Krishnalal	51	Nugget	Machine Operator	16 Years	Hourly
28 Krishnasamy	Vasuky	45	CVC	Catcher	9 Years, 7 Months	Hourly
29 Lao	Minh	54	CAC	Catcher	12 Years	Hourly
30 Lastrollo	Gliceria	55	CVC	Machine Operator	18 Years	Hourly
31 Lavina	Guiller	38	Nugget	Distribution	16 Years, 2 Months	Salary
32 Lewis	Yvonne	58	Nugget	Line Lead	33 Years	Hourly

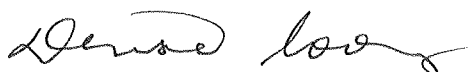
Last Name	First Name	Age	Facility	Position	Years	Hourly/Salaried
33 Liu	Li Chin	54	CVC	Catcher	17 Years	Hourly
34 Mandegarian	Behnaz	52	CAC	Machine Operator	10 Years	Hourly
35 Mansingh	Dianne	53	Nugget	RA Returns	23 Years, 11 Months	Hourly
36 Monzon	Jose Antonio	42	Nugget	Team Lead	18 Years, 11 Months	Hourly
37 Moore	Mercia	62	Nugget	General Labour	10 Years	Hourly
38 Munesar	Davika	58	Nugget	Matrix Picker & Verifier	22 Years	Hourly
39 Naganathan	Siveneswary	42	Nugget		14 Years	Hourly
40 Nageswaran	Sumi	26	Nugget	Machine Operator	9 Years	Hourly
41 Nalayini	Thamothanathan	50	CAC	Machine Operator	10 Years	Hourly
42 Pathmanathan	Pathmalojani	48	CAC	Catcher	10 Years	Hourly
43 Penafiel	Gabriel	48	Nugget	Distribution	18 Years, 11 Months	Hourly
44 Perez	Candelaria	50	Nugget	Plan Maintenance	14 Years, 8 Months	Hourly
45 Perez	Francisco	44	CAC	Building/Plan Maintenance		Hourly
46 Peters	Owen Andrew	52	Nugget	General Labour	21 Years	Hourly
47 Plaza	Vidardo	56	Nugget	Lift Driver	10 Years	Hourly
48 Praduman	Roopdai	53	Nugget	Distribution	7 Years, 7 Months	Hourly
49 Rajakanthan	Vasugy	48	CAC	Processing/Matrix Picker	18 Years	Hourly
50 Ramachandran	Sivamathy	58	Nugget	Order Picker	7 Years, 1 Month	Hourly
51 Ramcharran	Rishiram	55	Nugget	Driver Shipper	15 Years	Hourly
52 Ramos	Wilson	43	Nugget	Forklift Operator	17 Years	Hourly
53 Ramphal	Daniella Patricia	53	CVC	Line Lead	8 Years	Hourly
54 Rasathurai	Muraleetharan	49	CAC	Machine Operator	18 Years, 5 Months	Hourly
55 Richardson	Michael	49	CAC	Cleaner	12 Years, 1 Month	Hourly
56 Sandhu	Harbans	51	CVC	Catcher	8 Years, 2 Months	Hourly
57 Sathasivam	Manimaran	31	CAC	Catcher	9 Years, 1.5 Months	Hourly
58 Shaheed	Mohameed	63	CAC/CVC	Shipping and Receiving	7 Years	Hourly
59 Shanmoganathan	Logeswary	52	CVC	Catcher	28 Years	Hourly
60 Singh	Aasha	53	CAC	Catcher	9 Years, 8 Months	Hourly
61 Singh Gosal	Surdev	65	Nugget	Order Picker	25 Years, 10 Months	Hourly
62 Sivadas	Rajasingam		Nugget	Forklift Operator	16 Years, 6 Months	Hourly
63 Sivanesan	Anula	44	CAC	Line Lead	15 Years, 11 Months	Hourly
64 Sivasubramaniam	Sinnathamby	64	Nugget	Order Picker	13 Years	Hourly
					18 Years	Hourly

Former Canadian Cinram Employees Who Have Authorized the Ad Hoc Committee to Represent Them - as of September 11, 2012

Last Name	First Name	Age	Facility	Position	Years	Hourly/Salaried	
65	Sivathasan	Jeyacumar	53	CVC	Machine Operator	10 Years	Hourly
66	Srikaran	Theviha	42	Nugget	General labour (picking and processing)	7 Years, 1 Month	Hourly
67	Suppiah	Thavamany	53	CAC	Catcher	17 Years	Hourly
68	Tan	Jackeline		CVC	Quality Control	16 Years	Hourly
69	Thanukkody	Gomalambihal	48	CVC	Machine Operator	15 Years	Hourly
70	Thirunavokarasu	Easwaran	48	Nugget	Building Maintenance	15 Years	Hourly
71	Uthayakumaran	Ragumari		CVC	Line Lead	9 Years, 8 Months	Hourly
72	Valdez	Clarita	51	Nugget	Order Picker	21 Years, 2 Months	Hourly
73	Velupillai	Shanmugalingam	56	Nugget	Forklift Driver	6 Years, 6 Months	Hourly

TAB E

This is Exhibit "E"
to the Affidavit of Yvonne Lewis
sworn this 11th day of September, 2012



A Commissioner for Taking Affidavits

**Denise Marie Cooney, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 19, 2014.**

To whom it may concern,

My name is Yogarani Chandrarajan. I worked at Cinram for 19 years. I worked as a bulk operator, sleever line operator and offload. My recent position as bulk operator, I worked alone for 8 hours. If I needed help I would ask, but I never had a problem doing my job. My manager and supervisor knew my position and my work ethic and I never expected this termination of my job. My position still exists, but now the company has to use 3 different individuals to complete the tasks I did alone. I was very surprised and saddened that all these years of service meant nothing, not even a severance package. I never expected it; I made every effort to make my work perfect too. I would open the offload and setup for CAC and other plant orders too. I may be in my 50's but I still have commitments such as a house mortgage, loans and 2 daughters who are of the age of marriage. Life is difficult right now, and adjusting to not waking up every weekday to go to work, I feel unwanted, useless and unappreciated. I have come to terms with being let go from my position but what I do not accept is being let go with no severance pay what so ever. I loved my job and I never complained to anyone about it. I am very friendly with everyone and my co-workers. I have trouble sleeping at night and cry often, after serving so many years my loyalty went unseen and unheard along with my other coworkers from Cinram. We deserve something

Sincerely,

Yogarani Chandrarajan

From: hpraduman@hotmail.com
To: janice.hc.liu@outlook.com
Subject:
Date: Sun, 9 Sep 2012 21:14:56 -0400

Dear Tina Lie or whom it may concern,

During my time on vacation i was contacted by human resources on August, 24th, 2012 and advised me that as of August 25th,2012 i will no longer be employed with Cinram Internation (Old Cinram).

I was deeply shocked to hear this news on such short notice. After 18 years of hard work all my dreams and aspirations had come to an end with a single phone call. I feel as a hard worker i was terminated in a rather harsh manner. Since being terminated i have been put in a position that leaves me wondering how i will bridge this gap. Having bills to pay without a stable income is something i have never thought would be an issue after working for Cinram for such a long period of time. I hope that in the end of this whole situation i can be given what i am entitled to and move on from this hard chapter of my life and try to carry on making ends meet.

Sincerely Roopdai Praduman

9/10/2012

September 9, 2012

To whom this may concern,

On August 25th, 2012 at 11 am, a courier delivered me a letter from Cinram. When I opened the package, I was unfortunately laid off from Cinram. I have worked with company as a Full time worker for 9 years and 2 months.

I cannot begin to explain how this unexpected lay-off has affected not only my life, but that of my family.

I have 3 children that are all enrolled in post-secondary education, and my paychecks were helping cover their respective tuitions.

I also have a mortgage on my house.

My husband had to take early retirement due to blindness in his right eye. As a result, I am the primary income generator for my family. As one can imagine, being laid off brings about an enormous amount of stress, especially when there are more bills to pay than the income that comes in.

I have battled depression for a few years, and when this news came of the lay-off, my depression worsened. What makes matters worse is that Cinram only left us with 3 days to re-fill our prescriptions and make use of our benefits, for which I have made premium payments for on a regular basis. This lay-off came with no severance package whatsoever, which basically left myself and the rest of the former Cinram employees empty handed.

I am writing this letter to explain how Cinram has put me into a rather difficult position. After dedicating almost 10 years to this company, I feel rather disrespected and disappointed in the way employees were treated.

I hope that the affected Cinram employees receive some sort of remuneration after all the stress this lay-off has put us through.

Thank you,

Harbans Sandhu

----- Forwarded message -----

From: AASHA SINGH <aasha_singh@rogers.com>

Date: Sat, Sep 8, 2012 at 5:24 PM

Subject: Re: CINRAM UPDATE

To: Janice Liu <janice.hc.liu@gmail.com>

Cc: "janice.hc.liu@outlook.com" <janice.hc.liu@outlook.com>, "cabrown09@hotmail.com" <cabrown09@hotmail.com>, "jeanettesharezc@yahoo.ca" <jeanettesharezc@yahoo.ca>

hi kim this aasha singh I will like you convey a message to the judge for me . I was working for cinram for the past 25years and ten months. I was terminate on august 25 2012 without any notice from my former employer. I was very shocked and disappointed, it take effect on my health in very bad manner i have very high blood and my diabetes was out of control . i could not sleep and could eat for one week this shocked is very intense it could send anyone insane. because employer cinram management .Kept a meeting with all the employee of cinram and told us cinram is sold and we all as employee is safe and business as usual. do not worry we all have a job This period is very busy for the company and suddenly they kept a meeting on august 24th and told us less than 12hours we will receive a letter from courier. that we should not go to work unless management give you a phone call. within that 12 hour period , i could not sleep at all that night waiting for morning to come with big disappoint a letter arrive .From the courier , stating that you are no longer employed. and all our health benefit package is terminated on 31 of august my god it is biggest shocked in my life it is heartbreaker that anyone could expected .thank you aasha

----- Forwarded message -----

From: **Thavamany Suppiah** <thava1959.s@gmail.com>

Date: Sun, Sep 9, 2012 at 10:55 AM

Subject: Letter of Hardship - due to loss of job at Cinram - Thavamany Suppiah

To: janice.hc.liu@gmail.com

Cc: Thavamany Suppiah <thava1959.s@gmail.com>

Thavamany Suppiah

5, Dunsfold Dr,

Scarborough,

ON, M1B 1T5

Tel.: [416.335.3638](tel:416.335.3638),

Email: Thava1959.s@gmail.com

September 8, 2012

To whom it may concern:

I am writing this letter to explain extreme hardship and shock caused by recent unanticipated layoff by Cinram International (Cinram). I had been worked at Cinram since September 1995 for more than 16 years at various positions. When I read the layoff notice received from Cinram by mail on 8/25/2012, I almost felt like my heart stopped and world came to an end. I couldn't even breathe for a while. I didn't expect a layoff notice from a company where I have been working truly committed for 16 years without any severance package and any advance warning. I haven't recovered from the shock and am totally depressed.

I am the breadwinner for the family and financially, it solely depends on my income. My husband is suffering from cardiomyopathy and living with Implantable Cardioverter Defibrillator (ICD). Because of this serious health problem, my husband can't go for work. He needs regular treatments medicines, and diagnosis. I can't pay mortgage payment, medical treatment and prescription bills without my full time job. Because of these financial issues, stress and depression, I am also finding it very difficult to take care and support my husband.

9/10/2012

My layoff is impacting me and my family financially and mentally.

In this tough economy times, and with my emotional conditions, I won't be able to find a new job for a long time. Therefore, I kindly request you to support me and my family by hiring me back or providing a severance package for my 16 years of sincere service and hard work for Cinram International.

Thank you,

Thavamany Suppiah

To whom it may concern,

On August 31st, 2012, my employment at Cinram International Inc. was terminated. At that time, I was instructed that if I wished to continue working for the company, I would need to contact an individual from an external agency. As continuing employment through the agency would mean I would have to provide 7% of my salary to the agency and would no longer receive health and dental benefits and vacation days, I was not interested in taking the offer (as I require employment with health and dental benefits for my young family). I have been employed with the company for 15 years and I believe my employment was terminated on unfair grounds. I was let go while individuals who are junior to me in years of employment were allowed to stay with the company. I strongly believe that I was selected for termination on discriminatory grounds, since all other employees in the maintenance department are familial relatives of the manager of the department.

My wife, Kajanthi Easwaran was terminated from the same company in January of this year. At that time, I was informed that spousal partners would not be terminated from the company within the same year. Contrary to the information I was provided, I have been terminated from the company within the same year that my wife was terminated.

After being a loyal and dedicated worker at Cinram International Inc. for 15 years, I am in disbelief that the company has terminated my employment without providing me with severance pay. If the company will not reconsider my unfair termination, it is only fair that they provide me with severance pay for my 15 years of hard work for the company. My sudden termination from the company, following termination of my wife from the company earlier this year, has left us both unemployed and unable to pay our bills and provide for our three young children. Please provide your immediate attention to these matters so that I can be fairly compensated for my years of commitment to this company and be provided the severance I am entitled to.

Yours truly,

Easwaran Thirunavukarasu

Subject: Re: Lay-off Situation
From: janice.hc.liu@outlook.com
Date: Sun, 9 Sep 2012 20:36:18 -0400
To: kanuthayan@hotmail.com

Thank you

Sent from my iPhone

On 2012-09-09, at 8:11 PM, "UTHAYAN KAN" <kanuthayan@hotmail.com> wrote:

Hello, Janice. I am Ragumary Uthayakumaran, a former worker at Cinram, and I am writing you as I have several disheartening concerns regarding my recent lay off on Friday, August 25, 2012. Because of this lay off, my family is experiencing great financial problems. For example, I am not able to pay for my car insurance, mortgage, or certain bills, since I do not get money. I have two children that are going to university this fall and the situation has exceeded to the point that we will not be able to pay for their tuition bills. I have many problems both financially and emotionally due to my lay off. I hope to hear that we win the court case so all employees that are in my shoes will be content and recieve money for our nessesities. Thank-you for taking your time to read this letter.

Please contact me if you wish to speak with me
[905-554-6094](tel:905-554-6094)

Thankyou.

9/10/2012

----- Forwarded message -----

From: **Clarita Valdez** <cvladez@ymail.com>

Date: Fri, Sep 7, 2012 at 1:00 PM

Subject: Re: CINRAM UPDATE

To: Janice Liu <janice.hc.liu@gmail.com>

Hi Janice:

I addressed it to you my statement since i don't have Yvonne's e-mail add.

The impact of my termination is unexplainable, stress and fear is beyond my expectation because this is the first time i lost my job.

Loosing my job is the last thing in my mind and how much more that i didn't get any package or severance pay. It affects my family

especially our daily needs. We all have bills to pay every month and all that bills comes to us no matter how is our situation in life.

Thinking everyday how you can provide all your kid's needs esp. at school, my daughter is going University, how can I manage to send

her to school? I'm so down right now and sometimes I'm not functional as I was , maybe because I'm under so much stress and it affects my

mood all the time.

Please forward this letter to our Lawyer and hope this will help them in processing our case.

Again, thank you so much for your help and patience .

God bless us always.

Clarita Valdez

905-944-9028

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CINRAM INTERNATIONAL INC., CINRAM INTERNATIONAL INCOME FUND, CII TRUST
AND THE COMPANIES LISTED IN SCHEDULE "A"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

**AFFIDAVIT OF YVONNE LEWIS
(SWORN SEPTEMBER 11, 2012)**

**PALIARE ROLAND ROSENBERG
ROTHSTEIN LLP**
155 Wellington St. W., 35th Floor
Toronto, ON M5V 3H1

**Massimo Starnino (LSUC #41048G)
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Lawyers for the Ad Hoc Committee of Former
Canadian Cinram Employees (Walter
Canlubo, Yvonne Lewis and Li Chin Liu)

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