

TAB 3

**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 WALTER CANLUBO
(Sworn September 11, 2012)**

I, **WALTER CANLUBO**, 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 22 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 by Yvonne Lewis, Li Chin (Kim) Liu and myself (referred to collectively as the "Ad Hoc Committee for Former Canadian Cinram Employees" or 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. I worked for Cinram for 22 years before Cinram abruptly terminated my employment without notice or severance pay on August 25, 2012. At the time of my termination, I worked as a mechanic on the "floor" of Cinram's CAC Plant (which houses its head office) in Scarborough, Ontario.

4. Together with Li Chin (Kim) Liu and Yvonne Lewis, we comprise the "Ad Hoc Committee of Former Canadian Cinram Employees". The Ad Hoc Committee currently represents 73 former Canadian Cinram employees across the three Canadian facilities who are owed termination and severance pay.

5. Since losing my job, the past few weeks have been a nightmare for my family and me. My wife and I have three teenage children, who we support. My sister-in-law and her two young children are also living with us and depend on us financially. Now, my wife's income is the only source of income. Even when I was working, my wife and I struggled to make ends meet and to support our family. I am scared of the prospect of having to depend entirely on my wife to support three adults and five children.

6. The stress of losing my job without notice and severance pay has been overwhelming. After dedicating 22 years to a job that I loved, I have difficulty sleeping and am struggling to get through the days, to move on and find a new job.

7. Not only am I upset that I was terminated without notice or severance, I am angry that Cinram kept us in the dark about the restructuring proceedings and what they meant for employees. Until I received my termination letter, I had no idea that Cinram could terminate my employment without having to pay termination or severance pay. It was only after my termination that I even learned of such things as the *Companies' Creditors Arrangement Act*, and that was only through my involvement with the Ad Hoc Committee and our retainer of counsel.

8. I have reviewed the affidavit of Yvonne Lewis, sworn September 11, 2012 in support of this motion. I agree with and adopt the contents of Ms. Lewis' affidavit respecting the types of work conducted at the Canadian Cinram facilities and the Group of former Cinram employees that the Ad Hoc Committee represents. I also agree with and adopt her statements regarding the benefits of appointing the Ad Hoc Committee as

representatives and Paliare Roland as representative counsel, and our request for alternative relief.

9. In this affidavit, I use the same defined terms as those contained in Ms. Lewis' affidavit.

Personal and Work Background

10. I am 45 years old. I immigrated to Canada from the Philippines in November 1989, when I was 22 years old.

11. The highest level of education I have completed is college, which I completed in the Philippines. In college, I received training to become an x-ray technician. I worked as an x-ray technician in the Philippines for six months before moving to Canada. My first language is Tagalog. I can read, write, speak and understand basic English.

12. I have a wife and three children, aged 18, 13 and 12. All three of my children live with my wife and me, and are financially dependent on us. In addition, my wife's younger sister (my sister-in-law) lost her husband to cancer recently. She and her two young children (aged 5 and 4) live with and depend on my family financially. As a result, currently, we have three adults and five children living in my house.

13. My wife works the night shift as a quality control technician at a plastics manufacturing company, and earns \$18.00/hour. My oldest daughter is attending college part-time and also works part-time at Tim Hortons to help pay for her tuition. Since Cinram terminated my employment, I have no source of income. I have, however, applied for Employment Insurance.

14. I began working at Cinram in April 1990, just six months after arriving in Canada. My job at Cinram was my first and only job in Canada. Apart from a five-month layoff from March to August 2011, for 22 years, I was continuously employed at Cinram until I was terminated on August 25, 2012. As a result, the entirety of my working life in Canada was spent at Cinram.

The CAC Plant

15. When I first started at Cinram, I worked as an operator at the CAC Plant. I was then promoted to junior mechanic, and then to intermediate mechanic. At the time of my termination, I worked as an intermediate mechanic at the CAC Plant in the packaging and printing department. As a mechanic, I trouble-shooted the machines, fixed the conveyer belts, and dealt with any mechanical and electrical issues.

16. At the CAC Plant, there were several departments which manufactured discs, including the moulding department (which moulded the discs), the printing department (which printed the name and other information on the discs), and the packaging department (which wrapped and labelled the discs). Around 35 employees worked on the floor at CAC.

17. The workers on the floor at CAC performed various roles. As well as mechanics such as myself, there were operators (who fed the machines with discs in order to wrap them), catchers (who catch discs as they come off the conveyor belt), mechanics, line leads/team leads (who oversaw the line), lead hands, and supervisors.

18. Cinram employed full-time permanent employees and a small number (approximately 5 or 6) of contract employees at the CAC Plant. When the CAC Plant

was busy, there were approximately 30 employees working on the floor at any given time. When the plant was less busy, there were approximately 16-20 employees working on the floor.

My Compensation at Cinram

19. At the time of my termination, I earned \$24.10/hour. I last received an increase to my hourly wage approximately two years ago in the amount of approximately \$0.20 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.

20. 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 four weeks of vacation per year, and five sick days per year, which were paid at 70%. I did not use my sick days for most of the time I worked at Cinram. 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.

21. 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. Like Ms. Lewis, however, I was also subject to Cinram's program of rotating days off. This meant that occasionally I would only work 32 hours a week.

My Lack of Knowledge of the Restructuring Proceedings

22. In the past few years, there were lots of rumours and gossip amongst employees at the Cinram plants, including CAC, about Cinram's future. 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 (described below).

23. About three years ago, Cinram offered me a voluntary severance package. I turned down this offer, though I knew I was taking a risk. In my view, the better choice for my family was for me to keep my job, rather than to receive a one-time payment.

24. On June 25, 2012, I took a vacation day, and so was not at work. However, I understand from speaking to my colleagues that on that day a meeting was held at the CAC Plant. My colleagues told me that Cinram's management announced that the company was sold, and that the tone of the meeting was very positive. I was told that everyone had even applauded at the news.

25. As I had been on vacation the day of the meeting, I never received any information from Cinram about the sale. No one mentioned anything to me about a restructuring, or the possibility of terminations or lay-offs as a result of 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.

26. After June 25, 2012, nothing changed in my hours, wages, or work. While I knew that the company had been having difficulty, I had no reason to believe that having put in 22 years of service, I would soon lose my job. In fact, from speaking with my colleagues, it sounded to me like my future at Cinram was more secure as a result of the sale of Cinram's business. In any event, at the very least, I expected that if Cinram had to lay off any employees, like myself, I would receive termination and severance pay, given my 22 years of service.

Termination of My Employment

27. On Friday, August 24, 2012, at approximately 3:05 p.m., Cinram's management announced that there would be a "last-minute" meeting taking place at 3:10 p.m. on the floor of the CAC Plant. All of Cinram's Human Resources ("HR") department was there, including Barrie Goodman (then Director of HR), as well as Victor R.¹ (the Plant/General Manager of the CAC Plant) and David Rubenstein (another member of Cinram's management). At the meeting, Victor announced that employees would receive a package by courier the next morning (Saturday), but that he did not know what each of our packages would say. 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.

28. No one told us at the 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 notice or severance pay.

29. I was shocked and saddened by the meeting. I said goodbye to my colleagues, as we did not know who would be returning to work on Monday. While I was concerned at the news of possible terminations, I believed that I would be hired by the new company, having put in 22 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 22 years of service) to help pay the bills until I found a new job.

¹ I do not know Victor's last name.

30. On Saturday, August 25, 2012, I received the package from Cinram by courier. I did not want to open the package because I was scared that it might say that I was not being re-hired by the new company. I also had my nephew's birthday party to attend that day, and did not want to ruin the party in case the package contained bad news. With the help of my wife, I finally brought myself to open the letter the next day, on Sunday, August 26, 2012.

31. The package contained a letter from Mr. Goodman (then Director of HR). In the letter, Cinram 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 "A"**.

32. 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.

33. In fact, I was not aware of any "Initial Order" or any court proceedings involving Cinram. 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 time that I learned that Cinram could decide not to pay me any termination or severance pay.

34. 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 22 years of service and dedication to the company.

35. 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.

36. I estimate that, given my 22 years of service with Cinram, I am owed a minimum of \$29,241.33 in pay in lieu of notice and severance pay under the *Employment Standards Act*.

Other Former Cinram Employees

37. 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 CAC Plant, but based on my conversations, I estimate that approximately 15 hourly employees (of the approximately 30 employees) from the CAC Plant lost their jobs. I also understand that there were further terminations on August 31, 2012.

38. 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, Francisco Perez, who worked in building maintenance at the CAC Plant,

informed me that his termination letter included an offer to contact a temp agency, Novoguard International Corporation ("Novoguard").

39. Mr. Perez informed me that he was a 21 year employee of Cinram, and, at the time of his termination, he was paid \$14.15/hour, plus benefits, vacation pay, sick days, and security of tenure. After receiving his termination letter, Mr. Perez met with someone from Novoguard during the week of August 27, 2012, and was offered the same position he had held full-time at Cinram at an hourly rate of \$13.50/hour, with no benefits or sick days, and no job security.

40. I understand that Mr. Perez ultimately turned down Novoguard's offer, and his last day of work at Cinram was on Friday, August 31, 2012. I also understand that Novoguard made other workers similar offers, some of whom accepted those offers, and others declined in protest.

Days Following the Termination

41. In the days after receiving notice of my termination, 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 severance.

42. 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.

43. Therefore, on Monday, August 27, 2012, my wife and I contacted the Ministry of Labour (the "Ministry") and asked them what steps I could take to receive the termination and severance pay to which I was entitled. I was advised by the Ministry staff that I could not initiate both a complaint with the Ministry and a proceeding in court. At that time, I chose not to file a complaint with the Ministry.

44. On Tuesday, August 28, 2012, Li Chin (Kim) Liu, a former employee who had worked at the CVC Plant, called me to tell me that there would be a meeting for other former Canadian Cinram employees at a local McDonald's Restaurant at McCowan Rd. and Finch Ave. I knew Ms. Liu because we had worked together a couple years ago for a brief period of time. Ms. Liu told me that the meeting would be for former employees to try to better understand what was going on. I contacted my former colleagues from the CAC Plant and informed them of the meeting.

45. 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.

46. At the meeting, Janice Liu, who is Ms. 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.

47. 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 that the meeting was taking place, and attended that second meeting.

48. That day (Wednesday), 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.

49. As a result of the meetings and in our various discussions with other former employees, I, along with Ms. Liu and Ms. Lewis 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.

50. Ms. Liu, Ms. Lewis 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, Ms. Lewis was Nugget with 33 years of service, and I was at CAC with 22 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.

51. 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.

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

Impact of Cinram's Failure to Pay Notice and Severance

53. The termination has been incredibly stressful for me and for my family. As stated above, my wife and I have three children, who are 18, 13 and 12 years old. My wife's sister and her two young children moved in with us in the last year. My sister-in-law is not working and depends on my wife and me financially. My oldest daughter is enrolled in college part-time, and currently works part-time to help earn money for her tuition.

54. My wife and I have a mortgage on our house, and have to make monthly car loan payments, in addition to our everyday bills. We do not currently have any RRSP savings, and have very little other savings.

55. Before my termination, my wages at Cinram formed the majority of our family income, and my family was able to rely on both my and my wife's income to support ourselves. Even when I was working, however, my wife and I struggled to make ends meet and to support our family.

56. Now that I have lost my job and my wife is the only source of income for the entire household of three adults and five children, I am worried about the future of my

family. I have been told that my Employment Insurance payments may not commence for approximately six weeks. Even after I start receiving Employment Insurance, I do not know how we will be able to make ends meet while I look for a new job.

57. Since receiving my termination letter, I have been suffering from stress and anxiety. I have been having nightmares at night and am unable to sleep. I feel as though I gave up half of my life to Cinram. Cinram was my first and only job in Canada. I have never before lost a job, and have had the routine of waking up and going to work to a job that I enjoy for as long as I can remember. The past few weeks, since receiving my termination letter, have been some of the most stressful and difficult weeks in my life.

58. I am trying to stay positive around my wife and my three children because I do not want them to worry. But, I am having difficulty coping with what has happened and am having a hard time staying strong emotionally. Besides losing my income, I have lost my daily routine, as well as my sense of security and self-confidence. As a husband and father, I feel like I am a failure, who cannot support his family and meet their daily needs. The payment of termination and severance pay would have helped me stay on my feet. Without it, I am worried that I will no longer be able to make mortgage or car payments, and that we will no longer be able to support my sister-in-law and her two children.

59. I am overwhelmed by the prospect of having worked 22 years at a company and having to walk away with nothing. I am still in a state of shock, and am angry, sad and scared as I try to figure out how to start over and move on with my life.

60. After 22 years of working at Cinram, I consider my colleagues to be my friends. I have friends who were hired by the new company and are still working at Cinram. This makes me happy that they still have a job, but also sad and angry because I lost my job after so long without even receiving my minimum entitlements to notice and severance pay. On Tuesday, August 28, 2012, I made arrangements to pick up my toolbox from the floor of the CAC Plant. I requested to have my toolbox brought out to the security area because I did not want my former colleagues to see me. Seeing them would have made me very sad, and I did not want to be brought to tears in front of my colleagues and friends that I have worked with for many years.

61. I feel as though I dedicated 22 years of my life to my job at Cinram. I expected that, in return, Cinram would treat me fairly and with respect. I am angry that Cinram was in a restructuring proceeding since June 25, 2012, which had significant effects on the claims of employees like me; yet, no one from Cinram bothered to spend the time to explain those impacts to us.

62. It was only after my termination that I even learned of these restructuring proceedings, and that was only through my involvement with the Ad Hoc Committee and our retainer of counsel. I should be entitled to information and representation in this proceeding.

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



Commissioner for Taking Affidavits

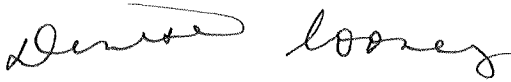


Walter Canlubo

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

TAB A

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

A handwritten signature in cursive script, reading "Denise Marie Cooney". The signature is written in black ink and is positioned above 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

Walter Canlubo
Employee ID# 5256
87 Benshire Drive
Scarborough, ON
M1H 1M4

Dear Walter:

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.

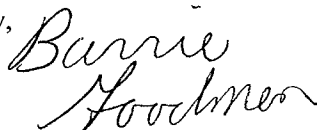
As you are aware, on June 25, 2012, the Ontario Superior Court of Justice granted an Initial Order under the Companies' Creditors Arrangement Act which, among other things, stayed claims against Old Cinram (the "Order"). In accordance with the Order, Old Cinram will not be paying any severance amounts 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 choice, 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:

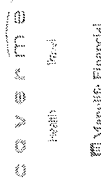
- DrugPlusSM**
A health plan that provides coverage for brand name and generic prescription drugs. (Choose *Basic* or *Enhanced*)
- DentalPlusSM**
A dental plan that covers you and your family for regular cleanings, fillings, examinations and more, plus regular check-ups. (Choose *Basic* or *Enhanced*)
- ComboPlusSM**
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 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. Manulife Financial and the design of the logo are trademarks of The Manufacturers Life Insurance Company and are used by it and its affiliates, including Manulife Financial Corporation. TM & © Trademarks held by The Manufacturers Life Insurance Company. SM Trademarks of AIR-MILES International Management Group Canada, Inc. and Manulife Financial. LifeLine64 is a trademark of Lifetime Systems Inc. Best Doctors[®] 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.



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.

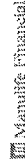
Many common healthcare expenses such as dental work, prescription drugs, prescription eyewear, private and semi-private hospital room accommodation and more, are not covered by your Government Health Insurance Plan. If you're not fully covered by a group plan, these expenses are paid out of your own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

COVER MESM
FlexCareSM



FlexcareSM Health Plans:
The Simple Overview

A simple overview of Flexcare coverage.



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 CombiPlus 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 CombiPlus, Senior.
† Travel not available to persons age 65 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 expense 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 CombiPlus Core plan
- Vision Enhanced***
- Extended Health Care Enhanced**
- Hospital Basic**
- Hospital Enhanced**
- Hospital Cash**
- Lifeline** Personal Response Service Coverage**
- Accidental Death & Dismemberment Enhanced**
- Travel** - 8 days of additional coverage**
- Travel** - 21 days of additional coverage**

* Not available with CombiPlus Senior
** Travel not available to persons age 65 and over

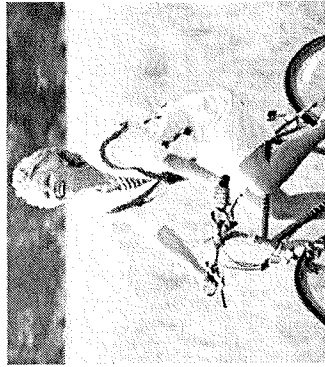
For complete details on the benefits offered by Flexicare's Core Plans, Add-Ons, Stand-Alone, Senior Adjustments and eligibility, please refer to your provincial Complete Guide to Flexicare.

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.

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) CombiPlus (Senior, 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.comarino.com

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.

PART 4 - PLAN MEMBER CONFIRMATION

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. **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. **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. **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. **AGREE** A PHOTOCOPY OR ELECTRONIC VERSION OF THIS AUTHORIZATION IS VALID. **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 OF QUEBEC: MANULIFE FINANCIAL GROUP BENEFITS DENTAL CLAIMS
P.O. BOX 1654, WATERLOO ON N2J 4W2

IF YOU LIVE IN QUEBEC: MANULIFE FINANCIAL GROUP BENEFITS DENTAL CLAIMS
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)	School and city	Complete if patient is a student 18 or older 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

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).

Indicate the activities requiring the use of this item.

Duration equipment is required. From To

Has rental equipment been returned? Yes No

6 Vision care expenses

To be completed by supplier.

Please enclose an itemized receipt indicating:

- 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.

Eye glasses and elective contact lenses:

If your Vision care benefit requires a change in prescription, please have the supplier complete and sign below.

Is this the first pair of glasses or contact lenses? Yes No

Has the prescription changed? Yes No

Medically necessary contact lenses:

Please have the supplier complete and sign below.

Were contact lenses prescribed for severe corneal astigmatism, keratoconus or aphakia? Yes No

Can visual acuity be improved by at least 2 lines on the Snellen chart over the best possible vision with glasses? Yes No

Could visual acuity be improved up to at least the 20/40 level by glasses? Yes No

Signature of supplier Date signed (dd/mmm/yyyy)

7 Claims confirmation

NOTE - ORIGINAL RECEIPTS must be attached for all expenses.

Please sign here

Total amount of ALL receipts submitted \$

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 signed (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.

8 Mailing instructions

Please mail your completed claim form and receipts to the appropriate address.

If you live outside Quebec:
Manulife Financial Group Benefits
Health Claims
P.O. BOX 1653
WATERLOO ON N2J 4W1

If you live in Quebec:
Manulife Financial Group Benefits
Health Claims
P.O. BOX 2580, STATION B
MONTREAL QC H3B 5C6

FollowMe™

COVER ME
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

 Manulife Financial

FollowMe™

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.

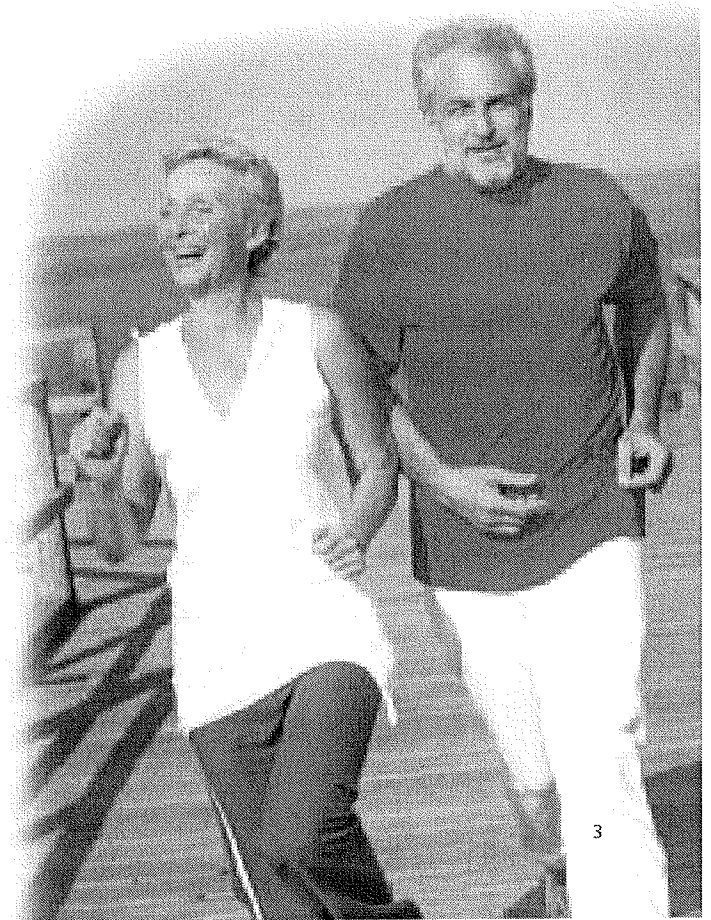
Today, Manulife Financial is a leading Canadian-based financial services group, serving millions of customers in 19 countries and territories worldwide. With our solid Canadian presence and offices in most major cities from coast to coast, it's easy for you to do business with us wherever you live.

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.

Plan member's group insurance

	Amount	Plan contract number	Division number
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)

* Note: In the province of Quebec, in the absence of a revocable/irrevocable designation, the legal spouse is deemed to be irrevocable and other beneficiaries are deemed revocable. An irrevocable designation cannot be changed without the beneficiary's written consent.

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 Home telephone number

Male Female

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? How much life insurance coverage will you have under your new group plan?

Yes No \$

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

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	Amount of Insurance to convert (Maximum \$200,000 or as indicated in your Group Contract)	Premium payment option
<input type="radio"/> Permanent Life	\$	<input type="radio"/> Annual
<input type="radio"/> Level Term to Age 65		<input type="radio"/> Monthly - (PAC required, see page 4)
<input type="radio"/> One Year Non-renewable Convertible Term		

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.

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 WALTER CANLUBO
(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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tina.lie@paliaroland.com

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

TAB 4

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

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

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

Applicants

**AFFIDAVIT OF LI CHIN LIU
(Sworn September 11, 2012)**

I, **LI CHIN (KIM) LIU**, of the City of Markham, 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 17 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 by Walter Canlubo, Yvonne Lewis and myself (referred to collectively as the "Ad Hoc Committee of Former Canadian Cinram Employees" or 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. I worked for Cinram for 17 years before Cinram abruptly terminated my employment without notice or severance pay on August 25, 2012. Throughout my time at Cinram, I always worked as a catcher on the “floor” of the CVC Plant located in Scarborough, Ontario.

4. Together with Walter Canlubo and Yvonne Lewis, we comprise the “Ad Hoc Committee of Former Canadian Cinram Employees”. The Ad Hoc Committee currently represents 73 former Canadian Cinram employees across the three Canadian facilities who are owed termination and severance pay.

5. Losing my job without notice or severance pay has been a nightmare. My 92 year old mother lives with and is entirely dependent upon my husband and me. While my husband works as a welder, he suffered a heart attack five years ago. My children and I were hoping that he would soon be able to retire given the physical demands on his job and our concern for his health. I have also been helping my nephew (who recently came to Canada) and his mother, my sister-in-law (who was recently diagnosed with breast cancer) financially over the past few years. The loss of my job without termination or severance pay means that I am no longer able to support my family. Knowing that I cannot help my family financially has been agonizing for me. I worry constantly about how my family will survive.

6. I have reviewed the affidavit of Yvonne Lewis, sworn September 11, 2012 in support of this motion. I agree with and adopt the contents of Ms. Lewis' affidavit respecting the types of work conducted at the Canadian Cinram facilities and the Group of former Cinram employees that the Ad Hoc Committee represents. I also agree with and adopt her statements regarding the benefits of appointing the Ad Hoc Committee as representatives and Paliare Roland as representative counsel, and our request for alternative relief.

7. In this affidavit, I use the same defined terms as those contained in Ms. Lewis' affidavit.

Personal and Work Background

8. I am 54 years old. I am married, and have two children, aged 30 and 34.

9. I was born in Calcutta, India. Although I was born in India, my ancestors are of Chinese descent. I attended a Chinese high school while I was living in India, which is the highest level of education I have completed.

10. In 1977, when I was 19 years old, my husband and I left India and moved to Austria.

11. In 1989, after spending 12 years in Austria, my husband and I immigrated to Canada with our two children, who were 11 and 8 years old at the time.

12. In Austria, my husband and I co-owned a restaurant with some family members. We worked in that restaurant for over 10 years before deciding to move to Canada.

13. My first language is Hakka, which is a dialect of Chinese. I can read, write, speak and understand basic English. My daughter, Hui Chiao (Janice) Liu, who is fluent in both Hakka and English, assisted me with the preparation of this affidavit.

14. Since Cinram terminated my employment, I have no source of income. I have, however, applied for Employment Insurance. My husband is 62 years old and currently works as a welder.

15. When I first immigrated to Canada in 1989, I worked a series of odd jobs, including a job in the packing department at a company which manufactured file folders.

16. I was first hired by Cinram in 1994. I was laid off after working only three months, but was recalled to Cinram on October 19, 1995. I remained employed at

Cinram continuously until I was terminated on August 25, 2012. As a result, almost the entirety of my working life in Canada was spent at Cinram.

The CVC Plant

17. I worked as a catcher on the "floor" during my entire time at Cinram, and was always paid on an hourly basis. As a catcher, my role was to catch discs as they came off the conveyor belt and pack them into boxes.

18. When I first started at Cinram, I worked at the CAC Plant. After Cinram opened its CVC Plant, I was transferred between CAC and CVC several times. At the time of my termination on August 25, 2012, I was working at the CVC Plant, and had spent the majority of my 17 years at Cinram at that facility.

19. The CVC Plant is entirely devoted to packaging discs, including labelling, affixing barcodes and pricing stickers, and re-packaging returned discs.

20. The other workers on the floor at the CVC Plant performed other roles. In addition to catchers like me, there were operators (who fed the machines), mechanics, line leads/team leads (who oversaw the line), lead hands (who set up the work on the line), and supervisors.

21. For the past ten years, in addition to full-time Cinram employees, Cinram hired workers through temp agencies to work on the floor at the CVC Plant. Depending on how busy the facility was, anywhere from 40 to 100 people on the floor at the facility would be from a temp agency.

22. When the CVC Plant was busy, there could be over 200 workers on the floor at a time. In the time immediately before my termination, there were generally about 80 workers (approximately 50 Cinram employees plus approximately 30 workers from temp agencies) on the floor at CVC.

Compensation at Cinram

23. At the time of my termination, I earned \$15.98/hour. I last received an increase to my hourly wage approximately two years ago in the amount of approximately \$0.20 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.

24. 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 four 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.

25. 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. Like Ms. Lewis, however, I was also subject to Cinram's program of rotating days off. This meant that occasionally I would only work 32 hours a week.

My Lack of Knowledge of the Restructuring Proceedings

26. In the past few years, there were lots of rumours and gossip amongst employees at the Cinram plants, including CVC, about Cinram's future. 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.

27. On Friday, June 25, 2012, a meeting was held at the CVC Plant. The meeting was led by Barrie Goodman, then Director of Human Resources ("HR"), and David,¹ the CVC Plant/General Manager. At the meeting, Mr. Goodman and David announced that somebody had purchased Cinram, and that this meant good things for us at Cinram. A copy of the Internal Announcement which I received at the meeting is attached to this affidavit as **Exhibit "A"**.

28. While the Internal Announcement refers to the "Companies' Creditors Arrangement Act", "restructuring proceedings" and a "stay of proceedings", frankly, I did not understand what any of it meant, including how these new developments would affect my employment with Cinram.

29. I also do not recall anyone mentioning anything at the meeting about the "Companies' Creditors Arrangement Act", a "restructuring" or "stay" at the meeting, 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 even clapped when we heard the news of the sale.

30. 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, the "stay" meant that

¹ I do not know David's last name.

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.

31. 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 17 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 termination and severance pay, commensurate to my 17 years of service.

Termination

32. On Friday, August 24, 2012, I took a sick day and so was not at work. At approximately 6:00 pm, I received a call at home from Anne Mendes, a Manager in Cinram’s HR department. Ms. Mendes asked me to confirm my email address, which I did, and told me that I should expect to receive a letter by email and courier the next day. I do not have an email address, but gave her my son’s email address, so that I could receive the letter.

33. Beyond that, I was not given any indication of what to expect. While I knew that being laid off was always a possibility, I believed that I would be hired by the new company, having put in 17 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 17 years of service) to help pay the bills until I found a new job.

34. I have since learned from speaking with my colleagues that a Town Hall Meeting was held at the CVC Plant on the afternoon of Friday, August 24, 2012. I understand

that at the meeting, employees were told to expect a package on Saturday, but were not told what would be in the package.

35. On the morning of Saturday, August 25, 2012, I received an email attaching a letter signed by Mr. Goodman (then Director of HR). I received a hard copy of the same letter by courier later that day. The letter from Cinram 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”**.

36. 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.

37. In fact, I was not aware of any “Initial Order” or any court proceedings involving Cinram. As I stated above, while the Internal Announcement that I received on June 25, 2012 referred to the “Companies’ Creditors Arrangement Act” and a “stay”, I did not understand what any of it all meant. Mr. Goodman’s letter was also the first time that I learned that Cinram could decide not to pay me any termination or severance pay.

38. 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 17 years of service and dedication to the company.

39. 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.

40. I estimate that, given my 17 years of service with Cinram, I am owed a minimum of \$15,980.00 in pay in lieu of notice and severance pay under the *Employment Standards Act*.

Termination of Other Employees

41. 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 CVC plant, but based on my conversations, I estimate that approximately 22 (of the approximately 50) hourly employees who worked on the floor of the CVC Plant lost their jobs on August 25, 2012. These employees were long-standing employees like myself, having served Cinram for approximately 10-25 years. I also understand that there were further terminations at the CVC Plant on August 31, 2012.

42. I understand from speaking with my former colleagues who remained employed at Cinram that on Monday, August 27, 2012, there were workers from temp agencies on the job at the CVC Plant. I was shocked and saddened to hear this, since my termination letter stated that my position was being eliminated.

Post Termination: Organization of Former Cinram Employees

43. My daughter, Hui Chiao (Janice) Liu, works as a human resources generalist for a government agency. I did not fully understand the letter that I had received from Cinram, and Janice tried her best to help explain things to me. She also contacted Cinram's HR department on my behalf to request my Record of Employment, and to make arrangements to pick up my things.

44. Although the termination letter indicated that my benefits would remain in effect until the end of the month, I discovered that my benefits were cut off on August 30, 2012. Janice helped me to contact Cinram's HR department to ask about the termination of my benefits. A copy of the email that Janice sent to Cinram's HR department respecting my benefits is attached to this affidavit as **Exhibit "C"**. That email has gone unanswered. I believe that may be because Ms. Mendes has since lost her job. In the five days between receiving my termination letter and the cutting off of my benefits (August 25 to 30, 2012), I tried but was unable to get an appointment to see my dentist.

45. 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 notice and severance.

46. 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.

47. Janice tried to help me understand what was going on, and helped me to organize a meeting for my former colleagues of Cinram who were equally as confused as me. We planned the meeting for the evening of Tuesday, August 28, 2012, at a local McDonald's Restaurant, located at McCowan Rd. and Finch Ave. I contacted my former colleagues at the CVC Plant, and asked them to spread word of the meeting to employees at the other facilities. I was aware that many other employees at the other facilities had lost their jobs as well but was surprised at the large turnout. I estimate that approximately 50 former employees and their family members attended this meeting.

48. At the meeting, 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.

49. Janice tried to help the group understand what was going on. Though she was not a lawyer, she had spoken with one, and asked the group if anyone was interested in learning more. At the meeting, Janice asked those who were interested in learning more to identify themselves and to provide us with their contact information. At that meeting, approximately 30 former Cinram employees gave us their contact information.

50. Most of the people who attended the Tuesday, August 28, 2012 meeting were from the CAC and CVC Plants. I understood from speaking with employees at the various plants that there were also a significant number of terminations at the Nugget

Plant (which was Cinram's largest plant, in terms of employees, in Canada). 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.

51. That day (Wednesday), approximately 80 former employees and their 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 still 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.

52. In total, 84 former Cinram employees expressed their interest in what was happening at the meetings on Tuesday and Wednesday.

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

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

55. 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.

56. At the meeting, Mr. Canlubo, Ms. Lewis 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.

Impact of Cinram's Failure to Pay Notice and Severance

57. Without pay in lieu of notice or severance pay, I cannot support myself while I search for a new job. I have been told that my Employment Insurance payments may not commence for six weeks.

58. My wages from Cinram were my only source of income. I have a mortgage, a line of credit, as well as everyday bills to pay. Even after I start receiving Employment Insurance, I do not know how I will be able to make ends meet.

59. Losing my job without termination or severance pay has been particularly stressful for me both financially and mentally because I know that I will no longer be able to help support my family. My 92 year old mother lives with my husband and me. My daughter, Janice, recently returned home to live with us as well.

60. My husband is 62 years old and works as a welder. His job as a welder pays \$16.68 per hour. My wages at Cinram formed roughly half of our family's income. My husband suffered a heart attack five years ago. His job as a welder can be physically demanding on his body and following his recovery from the heart attack, my children

asked that he and I think about a good time for him to retire. At this time, I do not know when he will be able to retire as he is now the only person with an income. We have been putting money aside in our RRSPs and in our savings accounts, but we are concerned about our financial situation since I am still at least ten years away from retirement. Janice and my son are helping us as best they can, but I do not want to have to depend on them to survive.


61. In addition, my oldest brother passed away in India ten years ago and his son immigrated to Canada four years ago. Over the past few years, I have been helping my nephew financially, to help him get settled in Canada. Recently, I found out that his mother (my sister in-law) has been diagnosed with breast cancer. This has put a financial strain on my nephew and sister-in-law, and I have been trying as best I can to help them financially. Now that I have lost my job without termination or severance pay, I know that I will not be able to help them anymore.

62. Since my termination from Cinram, I have not been sleeping well. My mind is not at ease and I keep worrying about the future state of my family. I do not want to worry my mother, and so I go through the day as if I am okay, but on the inside, I am very stressed and sad. After 17 years of working at Cinram, it suddenly ended without warning. My routine was broken so suddenly. My family sees me as a tough woman and I seldom show my emotions, but I have been crying at night because I just do not know what to do.

63. In addition to the stress that my termination without notice or severance has caused, I am also confused by the restructuring process, and am upset 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.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 11th day of September, 2012 through the interpretation of Hui Chiao (Janice) Liu, who took an oath before me to interpret the affidavit to the deponent correctly



Commissioner for Taking Affidavits

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



Li Chin (Kim) Liu

TAB A

This is Exhibit "A"
to the Affidavit of Li Chin Liu
sworn this 11th day of September, 2012



A Commissioner for Taking Affidavits

**Denise Marie Cooney, a Commissioner, etc.,
Province of Ontario, while a Student of 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.

CINRAM

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 Li Chin Liu
sworn this 11th day of September, 2012



A Commissioner for Taking Affidavits

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

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

From: "HR Toronto" <hrtoronto@cinram.com>

Date: Aug 25, 2012 8:19 AM

Subject: Li Chin Liu

To: <tom.hc.liu@gmail.com>

As discussed in our town hall meetings yesterday, August 24th, the transition between Cinram International Inc. (Old Cinram) and an affiliate with Najafi Companies will be effective upon the closing of the Company's acquisition of the assets of Old Cinram. This will be regarded as the "Closing Date". As of then, Old Cinram will be closing the corporate books and Cinram Canada Operations ULC (New Company) will commence. With this transition, some employees will not be re-employed with the New Company. We regret to inform you that you will not be offered continued employment with Cinram Canada Operations ULC.

Attached are all the required documentation outlining the discontinuation of your employment with Cinram International Inc. and addressing questions you may have. A hard copy of this information is also being sent to your address via courier.

We wish you success in your future.

From Cinram International Inc.

August 25, 2012

Li Chin Liu
Employee ID# 6369
86 Miles Farm Road
Markham, ON
L3S 2A5

Dear Li Chin:

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

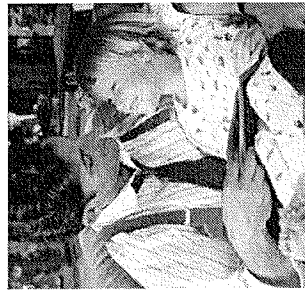
Hetty Vandenberg, PCP
Payroll Administrator
416-298-8190 Extension 5205
hettyvandenberg@cinram.com

Thank you

Flexicare lets you choose exactly the coverage you need.

Whether your focus is on prescription drug coverage, dental services, or a combination of both, Flexicare offers a plan that will meet your needs and those of your family. Flexicare is specially designed to provide flexibility and choice, allowing you to select the plan and level of coverage according to your current and future needs, your lifestyle and your budget. Flexicare 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)



Flexicare is offered through Manulife Financial (The Manufacturers Life Insurance Company). Plans underwritten by The Manufacturers Life Insurance Company.
The Eyewear Professor Warranty is underwritten by The Spencer Health Network, Inc.
Manulife Financial and the Flexicare designs are trademarks of The Manufacturers Life Insurance Company and are used by it and its affiliates, including Manulife Financial Corporation.
*Group Termworks held by The Manufacturers Life Insurance Company.
*Trademarks of AIR-MILES International Management Group Canada, Inc. and Manulife Financial.
Best Doctors® is a trademark of Lifetime Systems Inc. Best Doctors, Inc. in the United States and other countries and is used under license.
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COVER ME
Health Cover

Manulife Financial

1-877-268-3763

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 Flexicare?

For only dollars a day, Flexicare, 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.

Flexicare 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. Flexicare can cover these costs, and many more. So with Flexicare, you'll have peace-of-mind, knowing that you're covered for both the routine and the unexpected expenses that may occur due to accident or illness.

COVER ME
Flexicare™



Flexicare® Health Plans:
The Simple Overview

A simple overview of Flexicare coverage.

Manulife 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 to persons age 65 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 Response Service**
- 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 to persons age 65 and over
*** Travel not available to persons age 65 and over

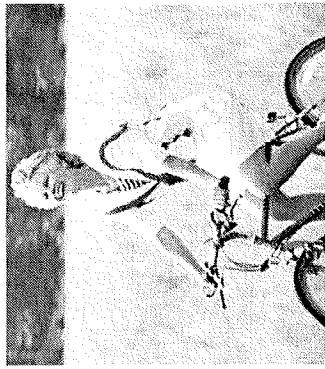
For complete details on the benefits offered by Flexicare's Core Plans, Add-Ons, Stand-Alones, Riders, Adjustments and Eligibility, please refer to your provincial Complete Guide to Flexicare.

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.coverme.com



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-top: 5px;"></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 <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. 	<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> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <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>NOTE - ORIGINAL RECEIPTS must be attached for all expenses.</p> <p>Please sign here</p>	<p>Total amount of ALL receipts submitted \$ <input style="width: 150px;" type="text"/></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. <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; margin-top: 5px;"> <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;"> If you live outside Quebec: Manulife Financial Group Benefits Health Claims P.O. BOX 1653 WATERLOO ON N2J 4W1 </td> <td style="width:50%; vertical-align: top;"> If you live in Quebec: Manulife Financial Group Benefits Health Claims P.O. BOX 2580, STATION B MONTREAL QC H3B 5C6 </td> </tr> </table>	If you live outside Quebec: Manulife Financial Group Benefits Health Claims P.O. BOX 1653 WATERLOO ON N2J 4W1	If you live in Quebec: Manulife Financial Group Benefits Health Claims P.O. BOX 2580, STATION B MONTREAL QC H3B 5C6
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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 OF QUEBEC: MANULIFE FINANCIAL GROUP BENEFITS DENTAL CLAIMS P.O. BOX 1654, WATERLOO ON N2J 4W2

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

FollowMe™

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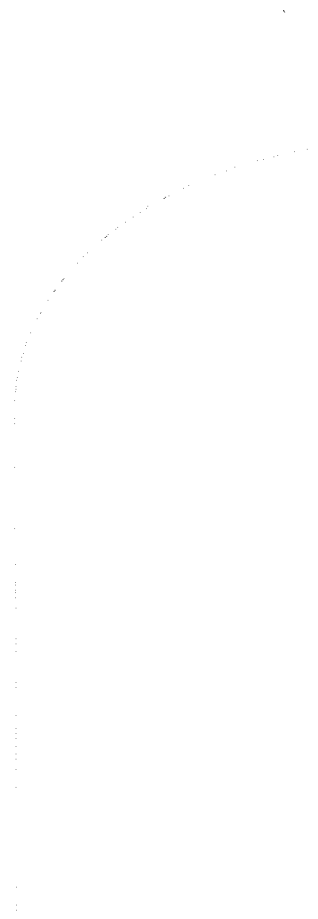
Don't let the loss
of your group benefits
take away your
peace-of-mind.

 Manulife Financial

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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.

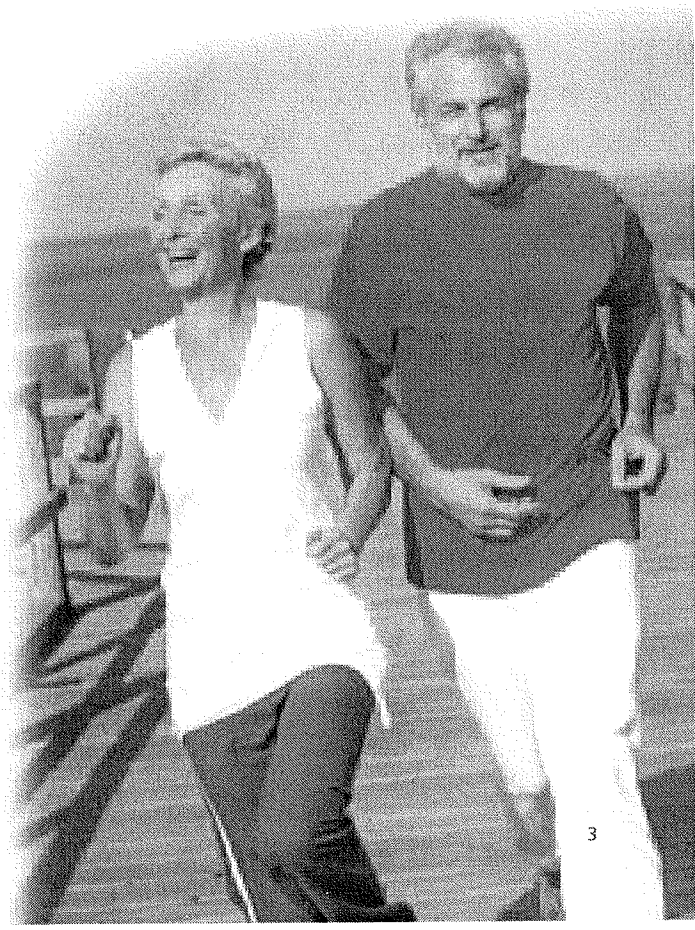
Today, Manulife Financial is a leading Canadian-based financial services group, serving millions of customers in 19 countries and territories worldwide. With our solid Canadian presence and offices in most major cities from coast to coast, it's easy for you to do business with us wherever you live.

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)

* Note: In the province of Quebec, in the absence of a revocable/irrevocable designation, the legal spouse is deemed to be irrevocable and other beneficiaries are deemed revocable. An irrevocable designation cannot be changed without the beneficiary's written consent.

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)

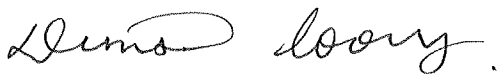
Name of company Agent number

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 Li Chin Liu
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.**

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

From: **Janice Liu** <janice.hc.liu@gmail.com>
Date: Fri, Aug 31, 2012 at 9:23 AM
Subject: Re: Li Chin Liu
To: Anne Mendes <annemendes@cinram.com>

Hi Anne,

Thank you for the information.

My mom's benefits have already been terminated. I assume coverage did not in fact go until the end of August?

Thanks,

Janice

On Thu, Aug 30, 2012 at 11:31 AM, Anne Mendes <annemendes@cinram.com> wrote:
nope...same process. She'll need to bring in her badge and just ask for me. I'll be here.

Anne Mendes
Manager, Human Resources
416-332-2417 / 416-332-9025



On Thu, Aug 30, 2012 at 11:28 AM, Janice Liu <janice.hc.liu@gmail.com> wrote:
Hi Anne,

3:30 works for my mom. Please let me know if there is a different entrance or process she needs to take in order to get into the building.

Thanks,

9/10/2012

Janice

On Thu, Aug 30, 2012 at 11:25 AM, Anne Mendes <annemendes@cinram.com> wrote:

Hi Janice:

This is fine. I'll have the letters done for her. Can she come in at 3:30 pm tomorrow (Friday)? That will work out...if that time doesn't work, any time after 3:30 will be fine. Let me know

Thanks

Anne Mendes

Manager, Human Resources

416-332-2417 / 416-332-9025



On Wed, Aug 29, 2012 at 6:32 PM, Janice Liu <janice.hc.liu@gmail.com> wrote:

Hi Anne,

My mom would like to request an employment verification letter as well as a reference letter (this may be 1 letter?)

Also, she has some items in her locker that she would like to pick up. Anytime after 1pm on Friday would work for her.

Please advise.

Thank you.

Sent from my iPhone

On 2012-08-27, at 1:47 PM, Anne Mendes <annemendes@cinram.com> wrote:

Shall do...thanks

Anne Mendes

Manager, Human Resources

416-332-2417 / 416-332-9025



On Mon, Aug 27, 2012 at 1:41 PM, Janice Liu <janice.hc.liu@gmail.com> wrote:

Hello,

Please forward a copy of Li Chin Liu's ROE to this email address.

Thank you.

Sent from my iPhone

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

From: "HR Toronto" <hrtoronto@cinram.com>

Date: Aug 25, 2012 8:19 AM

Subject: Li Chin Liu

To: <tom.hc.liu@gmail.com>

As discussed in our town hall meetings yesterday, August 24th, the transition between Cinram International Inc. (Old Cinram) and an affiliate with Najafi Companies will be effective upon the closing of the Company's acquisition of the assets of Old Cinram. This will be regarded as the "Closing Date". As of then, Old Cinram will be closing the corporate books and Cinram Canada Operations ULC (New Company) will commence. With this transition, some employees will not be re-employed with the New Company. We regret to inform you that you will not be offered continued employment with Cinram Canada Operations ULC.

Attached are all the required documentation outlining the discontinuation of your employment with Cinram International Inc. and addressing questions you may have. A hard copy of this information is also being sent to your address via courier.

We wish you success in your future.

<Li Chin Liu.PDF>

<ROE options.pdf>

<CoverMe Flex Care.pdf>

<Dental Claim Form Manulife.pdf>

<FAQ.pdf>

<FollowMe.pdf>

<Health Claims Form Manulife.pdf>

<Life Insurance Conversion gl3413e.pdf>

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 LI CHIN LIU
(SWORN SEPTEMBER 11, 2012)

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

Massimo Starnino (LSUC #41048G)
Tina H. Lie (LSUC #54617I)

Tel: (416) 646-4300
Fax: (416) 646-4301
Email: max.starnino@paliareroland.com
tina.lie@paliareroland.com

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

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

MOTION RECORD

**PALIARE ROLAND ROSENBERG
ROTHSTEIN LLP**
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**Massimo Starnino (LSUC #41048G)
Tina H. Lie (LSUC #54617I)**

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tina.lie@paliareroland.com

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