

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE  
JUSTICE BELOBABA

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June 21, 2021

**BETWEEN:**

ANNA EDWARDS, and RAISA MINGUEL

Plaintiffs

- and -

260 WELLESLEY RESIDENCES INC., 260 WELLESLEY(LHB) INVESTMENTS  
LIMITED, LILSAM INC., PARWELL INVESTMENTS INC., BLEEMAN HOLDINGS LTD.,  
and WELLESLEY/PARLIAMENT SQUARE LIMITED

Defendants

Proceeding under the *Class Proceedings Act, 1992*, S.O 1992 c. 6 as amended

**SETTLEMENT APPROVAL ORDER**

**THIS MOTION**, made by the Plaintiff, on consent, for an order approving the settlement of this action pursuant to section 29(2) of the *Class Proceedings Act, 1992*, SO 1992, c 6 (the "**CPA**"), in accordance with the terms of the Settlement Agreement between the Plaintiffs and Defendants dated May 12, 2021 (the "**Settlement Agreement**");

**AND THIS MOTION**, made by Class Counsel for approval of their fees and disbursements payable under a contingency fee agreement between the Plaintiffs and Class Counsel dated February 5, 2019, in accordance with section 32(2) of the *CPA*, were heard this day via videoconference at the Court House, 393 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Plaintiffs, the Factum of the Plaintiffs and Class Counsel, filed, including the **Settlement Agreement** attached to this Order as **Appendix A**, and on hearing the submissions of Class Counsel and counsel for the Defendants, and upon hearing submissions of any Class Members who objected to the terms of the Settlement Agreement or the Class Counsel Fees,

**AND UPON BEING ADVISED** that the Ontario Ministry of Health consents to this Order,

**AND UPON BEING ADVISED** that all parties consent to this Order, without any admission of liability by the Defendants whatsoever,

1. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement attached hereto as **Schedule “A”** and the settlement terms thereto are fair, reasonable and in the best interests of the Class and Class Members;
2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is approved pursuant to Section 29 of the *CPA* and shall be implemented in accordance with its terms;
3. **THIS COURT ORDERS** that the Defendants shall pay to and for the benefit of the Class the all-inclusive amount of up to **\$935,000.00** (CAD) for all damages, costs, disbursements and HST, in full and final settlement of the Released Claims (the **“Gross Settlement Fund”**);

4. **THIS COURT ORDERS** that within thirty (30) days of the Settlement Approval Order being made and this Order being signed, the Defendant shall transfer the Gross Settlement Fund to Class Counsel to be held in trust;
5. **THIS COURT ORDERS** that RicePoint Administration Inc. is hereby appointed as the Claims Administrator;
6. **THIS COURT ORDERS** that within 10 days of Class Counsel receiving the Gross Settlement Fund, and after payment of Class Counsel Fees, Class Counsel shall transfer the remaining funds, including any accrued interest on that amount (the "**Net Settlement Fund**") to the Claims Administrator to be held in Trust for the benefit of the Class, pending distribution to the Class Members in accordance with the Distribution Protocol at Appendix "A" to the Settlement Agreement;
7. **THIS COURT ORDERS** that Class Counsel fees are hereby fixed and approved in the amount of **\$292,500.00** (CAD) inclusive of all taxes and disbursements (exclusive of Claims Administration Expenses incurred by the Claims Administrator), which are a first charge upon the Gross Settlement Fund, and may be deducted by Class Counsel from the Gross Settlement Fund before transferring the Net Settlement Fund to the Claims Administrator;

8. **THIS COURT ORDERS** that The Ontario Ministry of Health shall be awarded the sum of **\$1,000.00** (CAD) representing satisfaction of its subrogated claim relating to injured claimants (“**OHIP Injury Subrogated Claim Recovery**”), and this amount shall be paid by the Claims Administrator after receiving the Net Settlement Fund from Class Counsel;
9. **THIS COURT ORDERS** that the representative plaintiffs Anna Edwards and Raisa Minguel are each awarded an honorarium of **\$4000** (CAD) each on a *quantum meruit* basis for the contributions that they made in the prosecution of this action for the benefit of the Class, and that this amount shall be paid by the Claims Administrator after receiving the Net Settlement Fund from Class Counsel;
10. **THIS COURT ORDERS** that the Claims Administrator is authorized to administer the settlement in accordance with the Settlement Agreement, and shall be entitled to deduct its agreed upon costs associated with providing notice pursuant to the Notice Plan, administration of the Claims Administration Process and Distribution Protocol, as a first priority from the Net Settlement Fund;
11. **THIS COURT ORDERS** that the Claims Administrator shall provide Notice of Settlement Approval and Claims Process pursuant to the Notice Plan attached as **Schedule “C”** to the Settlement Agreement, and shall facilitate the Claims Administration Process and Distribution Protocol, and report to the Court and the Parties in accordance with the terms of the Settlement Agreement;

12. **THIS COURT ORDERS** that the Claims Administrator shall maintain confidentiality over and shall not share the information provided in accordance with the Claims Administration Process to any other person, except for Class Counsel and Counsel for the Defendants, unless doing so is necessary for effecting the Notice Plan (in the case of the Claims Administrator) and facilitating the Claims Administration Process in accordance with the Settlement Agreement;

13. **THIS COURT ORDERS** the production of the Releasers' information, including contact information, from the Defendants, within the meaning of applicable privacy laws, and that such Order satisfies the requirements of section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 and section 41(1)(d)(i) of the *Personal Health Information Protection Act, 2004*, SO 2004 c 3, and that the Releasers are deemed to consent to the release of this information, and that the Defendants are deemed to comply with such Order without consent from the Releaser(s);

14. **THIS COURT ORDERS** that the Defendants, Class Counsel, and Claims Administrator are released from any and all obligations pursuant to any and all applicable privacy laws, including common law, statutes and regulations in relation to the disclosure of personal information or personal health information required by this Order;

15. **THIS COURT ORDERS** that the Releasors forever and absolutely release the Releasees from the Released Claims;

16. **THIS COURT ORDERS** that the Releasors shall not make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims;

17. **THIS COURT ORDERS** that in consideration of the payments made to the Ontario Minister of Health, as permitted in the Settlement Agreement, the Ontario Minister of Health is deemed to forever and absolutely release the Releasees from the Released Claims and the Ontario Minister of Health shall be bound by the Settlement Agreement;

18. **THIS COURT ORDERS** that each Class Member, whether or not he or she submits a claim or otherwise receives an award, and the Ontario Minister of Health, is deemed to have completely and unconditionally released and forever discharged the Releasees from any and all Released Claims;

19. **THIS COURT ORDERS** that each Class Member, whether or not he or she submits a claim or otherwise receives an award, and the Ontario Minister of Health, is forever barred and enjoined from continuing, commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative

forum or any other forum, directly, representatively or derivatively, asserting against the Defendant or Releasees any claims that relate to or constitute any Released Claims;

20. **THIS COURT ORDERS** that the Settlement Agreement is binding upon the Plaintiffs and each Class Member, and the Ontario Ministry of Health, whether or not they submit a claim to participate in the distribution under the Settlement Agreement, including those persons who are minors or are mentally incapable, and the requirements of Rule 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this Action;

21. **THIS COURT ORDERS** that any other action or proceeding commenced in Ontario by a Class Member relating to the Released Claims shall be and is hereby dismissed against the Defendant, without costs and with prejudice;

22. **THIS COURT ORDERS** that no person may bring any action or take any proceeding against Class Counsel, counsel for the Defendants, the Claims Administrator, or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the implementation of the Settlement Approval Order or the administration of the Settlement Agreement, except with leave of this Court;

23. **THIS COURT ORDERS** that the Notice of Settlement Approval shall be disseminated in accordance with the Notice Plan set out at **Schedule “C”**, and the Long Form and Short Form Notice of Settlement Approval are hereby approved substantially in the form attached as **Schedule “D” and “E”**, respectively;
24. **THIS COURT ORDERS** that the Claims Bar Deadline is ninety (90) days after the date on which the Notice of Settlement Approval is first published, and any claim forms submitted after that date shall be invalid, subject only to the Claims Administrator reasonably exercising its discretion to accept late claim forms for up to 15 days after the Claims Bar Deadline where the Class Member submitting a late claim has a reasonable explanation for the late delivery of the claim; and
25. **THIS COURT ORDERS** that this action is hereby dismissed without costs and with prejudice.

Signed: *Justice Edward Belobaba*

Notwithstanding Rule 59.05, this Judgment [Order] is effective from the date it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal Judgment [Order] need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party to this Judgment [Order] may nonetheless submit a formal Judgment [Order] for original signing, entry and filing when the Court returns to regular operations.



**ANNA EDWARDS et al.**  
Plaintiffs

-and- **260 WELLESLEY RESIDENCES INC et al.**  
Defendants  
Court File No. CV-19-00614213-00CP

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
TORONTO

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**SETTLEMENT APPROVAL ORDER**

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