



Court File No. CV-08-CV347100-CP00

Entered on Reg, 12, 2023.

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) MONDAY, THE 20TH DAY
)
)
JUSTICE PAUL M. PERELL) OF NOVEMBER, 2023.

B E T W E E N :

LISA CAVANAUGH, ANDREW HALE-BYRNE, RICHARD VAN DUSEN, MARGARET GRANGER AND AMANDA AYLESWORTH THE EXECUTOR FOR THE ESTATE OF TIM BLACKLOCK

Plaintiffs

- and -

GRENVILLE CHRISTIAN COLLEGE ("GCC"), DONALD FARNSWORTH AND BETTY FARNSWORTH FOR THE ESTATE OF CHARLES FARNSWORTH AND JUDY HAY THE EXECUTRIX FOR THE ESTATE OF J. ALASTAIR HAIG

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(SETTLEMENT AND CLASS COUNSEL FEE APPROVAL)

THIS MOTION, made by the Plaintiffs in the Action, for an Order (1) approving the Settlement Agreement entered into with the Defendants, (2) approving the contingency fee retainer agreement entered into with the Representative Plaintiffs, Lisa Cavanaugh, Andrew Hale-Byrne, Richard Van Dusen, Margaret Granger and Tim Blacklock; (3) approving Class Counsel's legal fees, disbursements, and applicable taxes ("Class Counsel Fees"); and (4) approving payment of the Class Proceedings Fund's levy; was heard this day by judicial videoconference at Toronto.

ON READING the materials filed, including the settlement agreement dated July 13, 2023 attached to this Order as **Schedule "A"** (the "Settlement Agreement"), the four (4) objections, and on hearing the submissions of counsel for the Plaintiffs;

ON BEING ADVISED that Epiq Class Action Services consents to be appointed as Claims Administrator;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order:

1. **THIS COURT ORDERS** that for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail, except as otherwise provided for in this Order.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Defendants in accordance with the terms thereof, and upon each member of the Class who did not validly opt out of this Action, including those persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg. 194 are dispensed with in respect of the Action.
4. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
6. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 8, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

7. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, all as more particularly set out in the Settlement Agreement, which, in the case of matters pertaining to this paragraph, is hereby adopted as part of this Order.
8. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
9. **THIS COURT ORDERS** that the Class Members shall be given notice of this Order in substantially the forms set out in Schedule B to the Settlement Agreement and in accordance with the Notice Plan at Schedule E to the Settlement Agreement.
10. **THIS COURT ORDERS AND DECLARES** that Epiq Class Action Services is appointed as the Claims and Notice Administrator ("Administrator").
11. **THIS COURT ORDERS** that the Administrator shall provide notice of this Order pursuant to the Notice Plan, facilitate the claims administration process, and report to the Court and the Parties in accordance with the terms of the Settlement Agreement.
12. **THIS COURT ORDERS** that the Administrator and Settlement Class Counsel shall use the information in the Student Class Member List for the sole purposes of effecting notice of the settlement approval to the Class and for facilitating the claims administration process, and for no other purpose.

13. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.
14. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.
15. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class.
16. **THIS COURT ORDERS** that, upon the Effective Date, the Action is hereby dismissed without costs and with prejudice.
17. **THIS COURT ORDERS AND DECLARES** that the contingency fee retainer agreements entered into with the Representative Plaintiffs, Lisa Cavanaugh, Andrew Hale-Byrne, Richard Van Dusen, Margaret Granger and Tim Blacklock, are fair and reasonable, and are hereby approved pursuant to s 32(2) of the *Class Proceedings Act, 1992*, SO 1992, c 6;
18. **THIS COURT ORDERS AND DECLARES** that the Class Counsel Fees requested in this Action are fair and reasonable, and are hereby approved in the amount of \$3,122,187.50, inclusive of legal fees, taxes, and disbursements;
19. **THIS COURT ORDERS** the Defendants to pay to the Claims Administrator the entire amount of the Settlement within thirty (30) days of the date of this Order;
20. **THIS COURT ORDERS** that the Class Proceedings Fund of the Law Foundation of Ontario (the "CPF") shall be paid a levy in the amount of 10% of the net settlement amount to which one or more Class Members is entitled (the "Levy") plus the amount of any

financial support provided to the Plaintiff under s. 59.3 of the *Law Society Act*, R.S.O. 1990, c. L.8, which has not been repaid to the Fund, in accordance with s. 10(3) of O. Reg. 771/92 ("Outstanding Disbursements"). For greater certainty, the Fund is entitled to a payment of:

(a) \$736,531.25 from the Settlement Amount in respect of the Levy.

21. **THIS COURT ORDERS** that the Claims Administrator shall pay the Levy to the CPF as soon as practicable, upon receipt of the Settlement Amount.
22. **THIS COURT ORDERS** the Claims Administrator, upon receipt of the Settlement Amount, to pay, from the Settlement Amount, the Class Counsel Fees, and the CPF Levy approved by this Court.
23. **THIS COURT ORDERS** that there shall be no costs of this motion.



The Honourable Justice Perell

RCP-E 59A (September 1, 2020)