

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**GERALD CLAYTON GLOVER, LINDA GLOVER,  
CACHITA WHITE by her Estate Representative CLARENCE WHYTE, CLARENCE  
WHYTE, SONIA RADA, Estate Trustee without a Will of the Estate of ANNA RADA,  
SONIA RADA, ADELINE DAVIDSON by her Estate Representative,  
THOMAS DAVIDSON and THOMAS DAVISON**

**Plaintiffs**

**- and -**

**CITY OF TORONTO and  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

**Defendants**

*Proceeding under the Class Proceedings Act, 1992*

**MINUTES OF SETTLEMENT**

**WHEREAS** a class action has been commenced in the Ontario Superior Court of Justice as Action No. 05-CV-299031PD3 (“the Action”) by the plaintiffs as against the City of Toronto (“Toronto”) and Her Majesty the Queen in Right of Ontario (“Ontario”) arising out of an outbreak of illness at the Seven Oaks Home for the Aged in September and October, 2005 (the plaintiffs and Toronto and Ontario hereinafter referred to as “the parties”).

**AND WHEREAS** the Action was certified as a class proceeding pursuant to section 5 of the *Class Proceedings Act* by Justice Lax on April 15, 2009.

**AND WHEREAS** Toronto and Ontario deny the allegations and claims made as against them in the Action.

**AND WHEREAS** Class Counsel and counsel for Toronto and Ontario have conducted arm’s length and good faith settlement negotiations which have resulted in the agreement which

is reflected in these Minutes of Settlement and the Judgment which is attached hereto as Appendix A ("the Agreement").

**AND WHEREAS** the parties wish to resolve and settle all matters at issue between them in the Action.

**AND WHEREAS** the plaintiffs on their own behalf and in their capacity as Representative Plaintiffs have entered into this Agreement with Toronto and Ontario, subject to the approval of the Court.

**NOW THEREFORE**, in consideration of the covenants, agreements and releases set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

**A. The Settlement Agreement**

1. The Plaintiffs will apply for a Judgment in the Province of Ontario substantially in the form attached hereto as Appendix A to these Minutes of Settlement ("the attached Judgment").

**B. Minor Settlements**

1. The Order approving this Settlement shall also approve the settlement of infant claims which may be advanced by class members as set out in the attached Judgment.

**C. Lawyers' Affidavits**

1. Class Counsel agrees, for the purposes of the Court's approval of the Settlement, to make best efforts to file affidavit evidence in a form satisfactory to Toronto.

2. Toronto's Counsel agrees, for the purposes of the Court's approval of the Settlement, to make best efforts to file affidavit evidence in a form satisfactory to the Plaintiffs.

**D. Execution Date**

1. These Minutes of Settlement become binding upon execution by the plaintiffs personally and by Toronto and Ontario through their respective Counsel.

**E. Covenants**

1. Class Counsel undertakes not to be retained by, act for, or provide any advice to any person who opts out of the Action.

**F. Termination**

1. In the event the Court refuses to approve the attached Judgment substantially in the form proposed the agreement is terminated.

2. In the event that the agreement does not become final or is terminated in accordance with its terms, then the orders entered pursuant thereto shall be of no force or effect, and the terms of the agreement shall not be offered or received in any proceeding for any purpose.

3. If the agreement terminates after the Notice of Certification and Settlement Approval has been published, a notice of termination will be disseminated in a form and at a time to be agreed to by the parties and approved by the Court.

4. In the event the agreement terminates after the Settlement Fund has been paid, the Settlement Fund shall revert to Toronto and Ontario.

5. The parties expressly reserve all of their rights if this agreement does not become final in accordance with the terms of these Minutes of Settlement and attached Judgment.

**G. Choice of Law**

1. These Minutes of Settlement shall be governed by and construed in accordance with the laws of Canada applicable in the Province of Ontario and the laws of the Province of Ontario.

**H. Entire Agreement and Amendments Thereto**

1. These Minutes of Settlement and the attached Judgement constitute the entire agreement between the parties and supersede all previous documents, negotiations, arrangements, undertakings and understandings related to their subject matter.

2. The Minutes of Settlement may not be amended or modified except in writing signed by or on behalf of all parties or their successors or by their counsel.

3. The parties acknowledge that it is their intent to cooperate to the extent necessary and in good faith to effect and implement all terms and conditions of these Minutes of Settlement and the attached Judgement.

4. If a dispute arises concerning application or interpretation of these Minutes of Settlement or the contents of the attached Judgment, the parties shall attempt to resolve the matter through good faith negotiations.

**I. Miscellaneous**

1. These Minutes of Settlement are binding upon, and shall inure to the benefit of the successors and assigns of the parties hereto.

2. Headings in these Minutes of Settlement and the attached Judgment are for convenience of reference only and shall not affect the interpretation thereof.

3. References in the agreement to any approval, order, judgment or consent of the Court means the final approval, order, judgment or consent of the Court, as the case may be, following the expiry of any applicable appeal period or, where an appeal has been taken, final resolution of that appeal.

4. None of the parties shall be considered to be the drafter of these Minutes of Settlement or the attached Judgment or any provision hereof for purposes of any rule of construction that might cause any provision to be construed against the drafter.

5. In the computation of time in this Settlement Agreement or the attached Judgment, except where a contrary intention appears, (a) where there is a reference to a number of days on which the first event happens and including the day on which the second event happens, including all calendar days; and (b) only in cases where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

#### **J. Authority to Execute**

1. Each counsel or other person executing the Minutes of Settlement on behalf of any party warrants that such person has the full authority to do so. All notices hereunder shall be delivered to the parties' respective counsel or such other addressee as any party may designate in accordance with these Minutes of Settlement.

THE MINUTES OF SETTLEMENT may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
**Gerald Clayton Glover**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Linda Glover**

---

Date

---

**Cachita White by her Estate Representative  
Clarence Whyte**


---

Date

---

**Clarence Whyte**


---

Date

---

**Sonia Rada, Estate Trustee without a Will of the  
Estate of Anna Rada**


---

Date

---

**Sonia Rada**


---

Date

---

**Adeline Davidson by her Estate Representative  
Thomas Davidson**


---

Date

---

**Thomas Davidson**


---

Date:

---

**BORDEN LADNER GERVAIS LLP**

Per: \_\_\_\_\_

Robert W. Traves

Lawyers for the defendant City of Toronto

---

Date:

---

**MINISTRY OF ATTORNEY GENERAL**

Per: \_\_\_\_\_

Lise Favreau

Lawyers for the defendant Her Majesty the Queen in  
Right of Ontario

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MADAM	)	DAY, THE
JUSTICE JOAN LAX	)	
	)	DAY OF , 2013
	)	

B E T W E E N:

GERALD CLAYTON GLOVER, LINDA GLOVER,  
CACHITA WHITE by her Estate Representative CLARENCE WHYTE, CLARENCE  
WHYTE, SONIA RADA, Estate Trustee without a Will of the Estate of ANNA RADA,  
SONIA RADA, ADELINE DAVIDSON by her Estate Representative,  
THOMAS DAVIDSON and THOMAS DAVIDSON

Plaintiffs

- and -

CITY OF TORONTO and  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Defendants

*Proceeding under the Class Proceedings Act, 1992*

**JUDGMENT**

THIS MOTION, made by the plaintiffs for an order approving the proposed settlement and fixing class counsel fees and disbursements, was heard this day at Toronto, Ontario.

ON READING the order of Justice Lax dated May 5, 2009, certifying this action as a class proceeding, and on reading the affidavits of:

- (a) [solicitor's affidavit]; and
- (b) [plaintiff affidavits].

AND ON HEARING the submissions of counsel for the plaintiffs and the defendants, **(insert language about objectors either appearing or filing written submissions, if applicable, or note no objectors),**

AND NOTICE having been given to the Public Guardian and Trustee,

AND ON BEING FURTHER ADVISED that

- (a) the parties consent to this order;
- (b) **NPT RicePoint** consents to being appointed as Administrator in accordance with the Claims Protocol; and
- (c) **Reva Devins** consents to being appointed as Referee in accordance with the Claims Protocol;

AND ON BEING FURTHER ADVISED THAT, to the best of the defendants' knowledge, there are:

- (a) 6 Class Members who are eligible for payment in accordance with Category 1 of the Compensation Categories;
- (b) 14 Class Members who are eligible for payment in accordance with Category 2 of the Compensation Categories;
- (c) 24 Class Members who are eligible for payment in accordance with Category 3 of the Compensation Categories;
- (d) 1 Class Member is eligible for payment in accordance with Category 4 of the Compensation Categories;
- (e) 22 Class Members are eligible for payment in accordance with Category 5 of the Compensation Categories; and
- (f) 25 Class Members who were diagnosed with probable Pontiac Fever.



1. THIS COURT ORDERS AND DECLARES that for the purposes of this judgment, the following definitions are applicable:

- (a) “**Act**” means the *Class Proceedings Act*, 1992, S.O. 1992, c. 6;
- (b) “**Action**” means this action, Court File No. 05-CV-299031 CP commenced in the Court in Toronto;
- (c) “**Administrator**” means **NPT Ricepoint**;
- (d) “**Claims Deadline**” means **6 months from the date of the settlement approval**], subject to further order of the Court;
- (e) “**Claim For Compensation**” means a claim form, in the form set by the **Administrator** and approved by the Court, for **Class Members** on the **Qualifying List** requesting payment pursuant to the **Compensation Categories**, annexed as Schedule “D”;
- (f) “**Claim For Inclusion**” means a claim form, in the form set by the **Administrator** and approved by the Court, asserting that a person is a **Class Member** although not listed on the **Qualifying List**, annexed as Schedule “E”;
- (g) “**Claim For Reference**” means a claim form, in the form set by the **Administrator** and approved by the Court, to be completed by a **Class Member** to require an assessment of damages at a **Reference** in accordance with the procedure described herein, annexed as Schedule “F”;
- (h) “**Claims Protocol**” means the proposed Claims Administration and Reference Protocol, annexed as Schedule “B”, and incorporated by reference into this judgment;
- (i) “**Class**” or “**Class Members**” means:  
  

*those persons (excluding employees of the City of Toronto and Her Majesty the Queen in Right of Ontario) who lived, worked or visited at Seven Oaks Home for the Aged, 7 Neilson Road, Toronto, Ontario or within a radius of three kilometres, between September 1, 2005 and October 13, 2005, and who contracted Legionnaires’ Disease or Pontiac Fever.*
- (j) “**Class Counsel**” means Sutts, Strosberg LLP, Hotz Lawyers and Rochon Genova LLP;
- (k) “**Class Period**” means September 1, 2005 to October 13, 2005;

- (l) **“Compensation Categories”** means the grid, annexed as Schedule “A” and incorporated by reference into this judgment;
- (m) **“Court”** means the Ontario Superior Court of Justice;
- (n) **“Eligible Class Members”** means Class Members determined by the Administrator or Referee to be entitled to payment;
- (o) **“Eligible Family Class Members”** means Family Class Members determined by the Administrator or Referee to be entitled to payment;
- (p) **“Excluded Person”** means employees of the City of Toronto and Her Majesty the Queen in Right of Ontario;
- (q) **“Family Class”** or **“Family Class Members”** means the spouse, child, grandchild, parent, grandparent or sibling of a **Class Member**;
- (r) **“Family Law Payment”** means payment to **Family Class Members** in accordance with the **Compensation Categories**;
- (s) **“LD”** means Legionnaires’ Disease;
- (t) **“Notice”** means a notice to Class Members in the form approved by order of this Court of certification and the settlement approval hearing;
- (u) **“Notice Date”** means the date the Notice is first published;
- (v) **“Notice Program”** means the method of advising the Class of the certification and proposed settlement of this action, as set out in an earlier order of this Court;
- (w) **“OPGT”** means the Office of the Public Guardian and Trustee;
- (x) **“Opt-Out Deadline”** means a date sixty (60) days from the date the settlement is approved;
- (y) **“Payment”** means compensation in accordance with the **Compensation Categories**;
- (z) **“Pontiac Fever Fund”** means a fund of up to \$12,500 from which the claims of **Class Members** on the **Qualifying List** with Pontiac Fever shall be paid on a claims-made basis;
- (aa) **“Qualifying List”** means a list of persons who **Toronto** acknowledges are **Class Members** including each **Class Member**’s last known address, telephone number, OHIP number, date of birth and date of death (if applicable), email address (if applicable), and next of kin including all contact information on file for the next of kin, together with the

classification of where each **Class Member** fits into the **Compensation Categories**;

- (bb) **“Ontario”** means Her Majesty the Queen in Right of Ontario;
- (cc) **“Referee”** means **Reva Devins**;
- (dd) **“Reference”** means a reference to assess the damages of a **Class Member** and/or related **Family Class Members** before the **Referee**;
- (ee) **“Released Parties”** mean **Toronto** and **Ontario** and their respective past and present officers, directors, employees, servants, agents, successors, trustees, heirs, executors, administrators and assigns;
- (ff) **“Settlement Fund”** means a fund totalling \$1.2 million plus accrued interest on escrow funds from which the claims of **Class Members** on the **Qualifying List** with **LD** and related **Family Class Members** or **Class Members** who otherwise meet the criteria for inclusion within the **Class** shall be paid in accordance with the **Compensation Categories**;
- (gg) **“Seven Oaks”** means Seven Oaks Home for the Aged, located at 7 Neilson Road, Toronto, Ontario;
- (hh) **“Toronto”** means the City of Toronto; and
- (ii) **“Website”** means [www.sevenoaksclassaction.com](http://www.sevenoaksclassaction.com).

2. THIS COURT DECLARES that the terms of settlement set out in this judgment, including the attached schedules and Class Counsel fees and disbursements, are fair, reasonable and in the best interest of the Class and the Family Class, and are hereby approved pursuant to s. 29 of the *Act*.

#### **OPTING OUT**

3. THIS COURT ORDERS that a Class Member may opt-out of this Action by using the opt-out form attached as Schedule “C” and sending the opt-out form on or before 5:00 p.m. EST on the Opt-Out Deadline, by regular mail, fax or email, signed by

the Class Member, or the authorized representative of the Class Member to the Administrator at:

Seven Oaks Class Action  
c/o NPT RicePoint Class Action Services Inc.  
P.O. Box 3355  
London, ON N6A 4K3

4. THIS COURT ORDERS that no Class Member may opt-out of this Action after 5:00 p.m. EST on the Opt-Out Deadline.

5. THIS COURT ORDERS that if a Class Member opts-out of this Action, that all of his or her Family Class Members will also be deemed to have opted out.

6. THIS COURT ORDERS that no person may opt-out a mentally incapable Class Member from this Action without the permission of the Court after notice to the OPGT.

7. THIS COURT ORDERS that any person who opts-out of this Action is not bound by this judgment and may not participate in the settlement of this action, but may commence their own individual action within two years of the date of this judgment, unless such person is a mentally incapable person, as the case may be.

8. THIS COURT ORDERS that, after the Opt-Out Deadline, the Administrator shall, within 30 days after Opt-Out Deadline, report by affidavit to the Court and to Class Counsel and counsel for Toronto and Ontario, providing the names and addresses of those persons, if any, who opted out, and attaching the opt-out documents.

## SETTLEMENT TERMS

9. THIS COURT ORDERS that Toronto and Ontario shall:

- (a) within 30 days of approval of this settlement, create the Settlement Fund in the amount of \$1,200,000, to be held in trust by the Administrator, in full and final settlement of all claims for general damages asserted in the Action by the Class Members who appear on the Qualifying List or who otherwise meet the criteria for Inclusion and who did not-opt out of this Action, except as set out in paragraph 14 below;
- (b) pay \$500 to each Class Member who does not opt-out of this Action and who submits an eligible claim for Pontiac Fever up to the amount of \$12,500;
- (c) pay to Sutts, Strosberg LLP, in trust, \$356,500 plus all applicable taxes at a blended rate reflective of the timeframe during which the work was performed as costs in the action, plus disbursements relating to the administration of the notice and settlement program;
- (d) pay to Sutts, Strosberg LLP, in trust, \$250,000 in full settlement of the claims of the Ministry of Health and Long Term Care and the Ontario Health Insurance Plan relating to past and future medical care for Class Members;
- (e) pay a \$5,000 stipend to each of the representative plaintiffs, Thomas Davidson, Sonia Rada and Clarence Whyte as *quantum meruit* compensation for the time expended by these representative plaintiffs in this proceeding;
- (f) pay the Administrator a reasonable fee plus taxes for the administration of the settlement of the Action; and
- (g) pay the Referee her reasonable fees, disbursements and taxes as agreed or as fixed by the Court.

10. THIS COURT ORDERS that the Compensation Categories attached hereto as Schedule “A” and the Claims Administration and Reference Protocol attached hereto as Schedule “B” are approved and incorporated by reference into this judgment.

11. THIS COURT ORDERS that Class Members can make a claim for compensation by using the Claim for Compensation form, attached here as Schedule “D”

12. THIS COURT ORDERS that Class Members in Categories 4 and 5 may apply to the Referee to have their claims assessed over and above of the amounts provided for in the Compensation Categories, by using the Claim for Reference form, attached here as Schedule “F”. In the event that a Class Member (or the Representative of a deceased Class Member) elects to proceed with a Reference, at the Class Member’s sole expense, Toronto shall deliver to Class Counsel, the Class Member or the Class Member’s counsel, a legible copy of all medical records in its possession for the Class Member, if the records are requested

13. THIS COURT ORDERS that, in the event that an individual who is not on the Qualifying List satisfies the Administrator that he or she qualifies as a Class Member by using the Claim for Inclusion form, attached here as Schedule “E”, the Class Member will be compensated at Level 1 of the Compensation Categories, and any such claims will be paid out of the Settlement Fund to the extent of an additional \$1,000 per person, subject to a *pro rata* reduction pursuant to paragraph 17 below.

14. THIS COURT ORDERS that claims which are approved by the Administrator or Referee for special damages, including out-of-pocket expenses (including funeral expenses up to \$3,000) and lost wages for Class Members and their Family Class Members in Categories 3, 4 and 5 will be paid by the defendants in addition to the

amounts set out in paragraph 9 above unless there is a residue in the Settlement Fund after its distribution to Eligible Class Members and Eligible Family Class Members in accordance with the Compensation Categories, in which case the special damages payable pursuant to this paragraph shall be first paid out of any such residue and the defendants shall only be responsible for paying additional amounts for special damages payable pursuant to this paragraph which exceed the amount of any residue. Funeral expenses over \$3,000, which are determined by the Administrator to be reasonable, shall only be payable in the event there is a residue in the Settlement Fund.

15. THIS COURT ORDERS that damages which are assessed by the Referee in excess of the amounts set out in the Compensation Categories for Categories 4 and 5 will be paid firstly out of the residue in the Settlement Fund, as described in paragraph 14 above after payment of claims for all damages (including special damages as described in paragraph 14 above), if any, and otherwise by the defendants in addition to the amounts set out in paragraph 9 above in the event the Settlement Fund is exhausted.

16. THIS COURT ORDERS that if there is a balance in the Settlement Fund following the payment of amounts pursuant to the Compensation Categories (or damages assessed at a Reference up to the amount(s) set out in the Compensation Grid), such funds shall be used to pay the following claims (or a portion of such claims) in the priority noted below:

- (a) special damages pursuant to paragraph 14 above;
- (b) damages assessed at a Reference exceeding the amount(s) set out in the Compensation Grid pursuant to paragraph 15 above;

- (c) redistribution to Eligible Class Members of up to 15% of the value of the Settlement Fund pursuant to paragraph 19 below.

17. THIS COURT ORDERS that, in the event that there are insufficient funds available in the Settlement Fund or agreed to be paid in respect of claims for Pontiac Fever to fund the payments that are due to Class Members and Family Class Members who do not opt out pursuant to this settlement, the payments due to Class Members and Family Class Members shall be reduced *pro rata*.

18. THIS COURT ORDERS that the settlement of this action shall be implemented in accordance with the terms of this judgment and the Compensation Categories and the Claims Protocol.

#### **REDISTRIBUTION AND CY-PRES DISTRIBUTION**

19. THIS COURT ORDERS that any residue in the Settlement Fund as a result of any uncashed, void cheques, or otherwise remaining in the Settlement Fund following the payments made under the Compensation Categories, as well as the claims set out in paragraphs 12, 13 and 14 of up to 15% of the value of the Settlement Fund shall be redistributed on a proportionate basis to Eligible Class Members who would receive at least \$10.

20. Any residue in the Settlement Fund following the payments made under the Compensation Categories, and payments pursuant to paragraphs 14 (special damages),



15 (damages assessed by a Reference), 16 and 19 shall be distributed cy-près in equal amounts to the following organizations:

- a) Women's College Hospital (with an emphasis on initiatives geared towards ambulatory care and transitioning older patients to long-term care);
- b) [Toronto Intergenerational Partnerships in Community] [Helene Tremblay Lavoie Foundation] or [Syme 55+ Centre] [NTD Toronto to select one]

#### **PAYMENT TERMS**

21. THIS COURT ORDERS that any payment required by this judgment to:

- (a) a person under the age of 18 years shall be paid into Court until the person reaches the age of 18 years; and
- (b) a mentally incapable person shall be made to her/his Guardian of Property or her/his Attorney for Property.

22. THIS COURT ORDERS that payment to a deceased Class Member or Family Class Member may be made to the estate trustee with a Will or the estate trustee appointed pursuant to a Certificate of Appointment as Estate Trustee without a Will, as the case may be, and such payment constitutes a valid discharge of the obligation to pay.

#### **APPOINTMENT OF REFEREE AND ADMINISTRATOR**

23. THIS COURT ORDERS that the Referee and the Administrator are each hereby appointed, each with the duties and responsibilities set out in the Claims Protocol, and if for any reason, either the Referee and/or Administrator are unable to fulfil their duties as

set out in therein, the Court will appoint another Referee and/or Administrator in his/her place.

24. THIS COURT ORDERS THAT the Referee will decide all issues referred to her using the procedure that she, in her discretion, directs, consistent with the Claims Protocol and this judgment, and shall have the discretion to order costs.

#### **CLAIMS PERIOD**

25. THIS COURT ORDERS that, subject to further order of the Court or the consent of the parties, the Claims Period shall expire on six (6) months after the date the settlement is approved.

#### **ADDITIONAL FEES AND CONTINUING REPRESENTATION OF CLASS MEMBERS**

26. THIS COURT ORDERS that, in addition to the amounts set out in paragraph 9(c), Class Counsel shall be paid, 10% of each Payment, Family Law Payment, special damages and any damages assessed by referee Reva Devins, plus applicable taxes, and such amounts constitute a first charge and are to be paid by the Administrator directly to Sutts Strosberg, in trust.

27. THIS COURT ORDERS that, in addition to the amounts set out in paragraphs 9(c) and 26, in the event that Class Counsel represents a Class Member or the Family Class Member at a Reference, Class Counsel are entitled to be paid fees, and taxes as agreed with the Class Member or the Family Class Member for these services which

relate to the individual claims, which fees shall not exceed a further 15% of amounts recovered at the assessment plus their disbursements and taxes thereon.

#### **SETTLEMENT ADMINISTRATION**

28. THIS COURT ORDERS that on or before 6 months following the expiry of the Claims Deadline the Administrator shall provide counsel for Toronto, Ontario and Class Counsel with an accounting of all settlements and assessments, including all payments made to Class Members, Family Class Members and Class Counsel.

29. THIS COURT ORDERS that Class Counsel shall thereafter report to the Court as to the status of the settlement including the uptake by the Class Members of the settlement.

30. THIS COURT ORDERS that no person may commence action against Toronto, Ontario, the Referee, the Administrator or Class Counsel for any act or omission relating to the administration of the settlement particularized in this judgment without leave of the Court.

31. THIS COURT ORDERS that any one of Toronto, Ontario, the Administrator, the Referee or Class Counsel may apply to the Court for directions.

#### **RELEASE AND DISMISSAL**

32. THIS COURT DECLARES that the Ministry of Health and Long Term Care and each Class Member who does not opt out of this Action, and their Family Class

Members, and each of their respective successors and assigns, executors and trustees, estate trustees, personal representatives, beneficiaries and heirs releases the Released Parties from any and all claims, damages, losses, actions, causes of action, costs or expenses of any nature or kind whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims arising from the facts asserted in the Action, and they shall not commence or continue any action or take any proceeding relating in any way to the released claims against any person or persons who will or could, in connection with any such action or proceedings, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against the Released Parties.

33. THIS COURT ORDERS that each Class Member who does not opt out of this Action, and their Family Class Members and each of their respective successors and assigns, executors and trustees, estate trustees, personal representatives, beneficiaries and heirs shall consent and shall be deemed to have consented to the dismissal of any other actions commenced against the Released Parties relating to the facts of the herein action, without costs and with prejudice.

34. THIS COURT ORDERS that this order is binding upon all of the Class Members who do not opt out of this Action, and their Family Class Members and each of their respective successors and assigns, executors and trustees, estate trustees, personal representatives, beneficiaries and heirs, including those who are minors, unborn persons or persons under a disability and the requirements of rule 7.08(4) of the *Rules of Civil Procedure* with respect to this order are dispensed with.

35. THIS COURT ORDERS that this judgment shall not be construed as any admission of liability or wrongdoing on the part of Toronto, Ontario or its employees, agents or directors.

36. THIS COURT ORDERS that, except as provided herein, this Action is hereby dismissed, with prejudice and without further costs, including all subrogated claims of the Minister of Health and Long Term Care and of the Ontario Health Insurance Plan.

---

LAX, J.

**Schedule "A"**  
**Seven Oaks Class Action**  
**Compensation Categories**

	<u>Damages Award</u>	<u>Type of Claimant</u>
<b>Category 1</b> > 6 days from onset of illness to discharge	\$ 1,000.00	Main Claimants
<b>Category 2</b> Onset of illness to discharge 7-13 days	\$ 3,000.00 \$ 500.00*	Main Claimants All FLA Claimants
<b>Category 3</b> Onset of illness to discharge 14-30 days	\$ 7,000.00 \$ 750.00* As proven	Main Claimants All FLA Claimants Out of Pocket
<b>Category 4</b> Onset of illness to discharge 31 days+	\$ 20,000.00 \$ 4,000.00* As proven	Main Claimants All FLA Claimants Out of Pocket
<b>Category 5</b> Illness resulting in death	\$ 30,000.00 \$ 20,000.00* As proven	Main Claimants All FLA Claimants Out of Pocket

\*To be shared rateably by all Eligible Family Class Members

## **Schedule “B”**

### **CLAIMS ADMINISTRATION AND REFERENCE PROTOCOL**

1. Capitalized terms used herein without definitions have the meanings given to them in the proposed Judgment, *inter alia*, approving the settlement, Schedule “A” of the Minutes of Settlement dated • (“Approval Judgment”).

### **CLAIMS ADMINSTRATOR AND REFEREE**

2. The Administrator’s duties and responsibilities shall be to implement the settlement in accordance with the terms of the Minutes of Settlement and Approval Judgment and shall include the following:
  - a) establishing, with the collaboration of Class Counsel, and maintaining a settlement website;
  - b) establishing and staffing a claims centre with bilingual services;
  - c) implementing systems and procedures for receiving, processing, evaluating and making decisions respecting claims, and reporting to Class Counsel, counsel for the defendants and to the Court respecting claims received and administered;
  - d) providing training and instructing personnel in such reasonable numbers as shall be required for the performance of its duties;
  - e) keeping or causing to be kept accurate accounts of its activities and its administration of the settlement, and preparing such reports and records that may be required pursuant to the Approval Judgment and by the Court;
  - f) working with Class Members, to help ensure proper completion of all necessary forms;
  - g) receiving and responding to inquiries and correspondence respecting claims, supplying forms, reviewing and evaluating all claims, and ensuring payments are made to Class Members in accordance with the settlement terms;
  - h) communicating with claimants, Class Counsel, counsel for the defendants and the Referee; and
  - i) such other duties and responsibilities as Class Counsel or the Court may from time to time order or direct.
3. The duties and responsibilities of the Referee appointed by the Court shall include the following:

- a) conducting all References as may be requested by eligible Class Members with claims under Categories 4 or 5 of the Compensation Grid (“Reference Claimants”);
  - b) resolving any disputes which may arise as to the classification of Class Members in the Compensation Categories and cannot be resolved by the Claims Administrator;
  - c) providing information to Reference Claimants in relation to the Reference;
  - d) communicating with Reference Claimants, Class Counsel, counsel for the defendants and the Administrator;
  - e) such other duties and responsibilities as the Court may from time to time order or direct.
4. In considering a claim or a Reference, the Administrator and the Referee shall have the jurisdiction to deal with all matters relating to the claim or the Reference including, without limitation, the jurisdiction to:
- a) determine any question of law;
  - b) determine any question of fact and to hear from witnesses;
  - c) determine any question of the jurisdiction of the Administrator or the Referee;
  - d) determine and direct the procedure to be followed in the conduct of a Reference, subject to the terms of the Approval Judgment;
  - e) determine the admissibility, relevance and weight of any evidence.
5. The Administrator and Referee shall make their determinations on a balance of probabilities based on all of the materials and oral evidence, if available, before the Administrator or Referee.

## **CLAIMS PERIOD**

6. Subject to paragraphs 7 and 20, the Claims Deadline shall be on 5:00 p.m. eastern standard time, six (6) months from the date of the settlement approval, or such other date as is established by the Court.
7. Claimants are eligible to receive payment only if their Claim for Compensation, Claim for Inclusion or Claim for Reference, as the case may be, is received by the Administrator



by the end of the Claims Deadline, unless such deadline is extended by the parties on consent or through court order.

### **ADDITIONAL INFORMATION**

8. The Administrator and the Referee shall have the right to request further information from a claimant if the completed claim form is ambiguous, unclear, or incomplete, or if there are insufficient documents to support the claim made. Claimants will be permitted a further sixty (60) days to provide such information or documents. The extension granted shall be set out in the letter requesting the additional information or documents.

### **THE ADMINISTRATOR'S ASSESSMENT**

9. The Administrator shall have thirty (30) days to review Claims for Compensation and Claims for Inclusion for completion and to make a decision on eligibility.
10. The decision of the Administrator with respect to Claims for Compensation and Claims for Inclusion shall be final and binding.
11. Within seven (7) days of receipt of a Claim for Reference, the Administrator shall forward the claim and supporting materials to the Referee with a copy provided to Class Counsel and counsel for the defendants.

### **REFERENCE**

12. The Referee shall have the discretion to award costs following a decision regarding compensation based on legal principles in relation to costs awards in the jurisdiction in which the claimant resides.
13. Unless a Claim for Reference elects otherwise, the Reference will be conducted based on written materials alone. However, if requested by the claimant, oral evidence may be provided.
14. Counsel for the defendants will have thirty (30) days to review the claim and any written material and to make written submissions to the Referee on the quantum of compensation. The claimant will have thirty (30) days to reply to defence counsel's assessment.
15. If the claimant elects to proceed with an in-person Reference, defence counsel will be entitled to make submissions at the Reference.

16. References shall be completed within sixty (60) days of receipt of the supporting documentation by the Referee, unless otherwise ordered by the Court.
17. The Referee shall advise the claimant (with a copy to the Administrator, Class Counsel and defence counsel), of her decision in writing, and the amount determined to be payable or the appropriate compensation categorization.
18. The amount payable to a claimant in a Reference shall be based on legal principles in relation to quantum determination applicable in the jurisdiction in which the claimant resides.
19. The decision of the Referee shall be final, and may not be the subject of any appeal.

## **DISTRIBUTIONS**

20. Within thirty (30) days of the resolution of all claims and References, the Administrator will determine the amount payable to each claimant and to Class Counsel (pursuant to paragraph 30 of the Approval Judgment) in accordance with the terms of settlement, including any *pro rata* adjustments, if necessary. The Administrator and Class Counsel shall report to the Court on the proposed distribution, on notice to the defendants. No amounts shall be distributed by the Administrator until the Court grants approval of the proposed distribution.

## **DIRECTIONS**

21. On the consent of Class Counsel, the Administrator and Referee may waive any technical deficiencies in claim forms or *de minimus* breaches of the filing deadlines set out in this document.
22. The Administrator, Referee, Class Counsel or counsel for the defendants may apply to the Court for directions as to the Claims Protocol as necessary.

## SEVEN OAKS CLASS ACTION OPT OUT FORM

THIS IS NOT A REGISTRATION FORM OR A CLAIM FORM.  
IT EXCLUDES YOU FROM THE CLASS.

DO NOT USE THIS FORM IF YOU WANT TO RECEIVE COMPENSATION UNDER THE SETTLEMENT

Name of

Class Member: \_\_\_\_\_  
Mr. / Mrs. / Miss / Ms.

Current

Address: \_\_\_\_\_  
Apt/No/Street City Province Postal Code

Telephone: \_\_\_\_\_  
Home: Work:

Cell: Fax:

Date of

Birth: \_\_\_\_\_

Date of Death

(if applicable) \_\_\_\_\_ ☐ Death Certificate Attached

Health Card # \_\_\_\_\_

### Identification of person signing this Opt Out Form (only fill one circle):

- ☐ I am the above identified Seven Oaks Class Member. I am signing this Form to Exclude myself from receiving compensation under the Seven Oaks Settlement.
- ☐ I am the guardian, custodian, executor, administrator or court-appointed representative of the above-identified Seven Oaks Class Member (or his/her estate) ("Representative Claimant"). I am signing this Form to EXCLUDE the Seven Oaks Class Member identified above from receiving compensation under the Seven Oaks Settlement.

NOTE: For this Opt Out to be valid the "Representative Claimant" must attach a copy of the court order or other official document appointing them as the representative.

I UNDERSTAND THAT BY OPTING OUT I WILL NEVER BE ELIGIBLE TO RECEIVE ANY  
COMPENSATION PURSUANT TO THE SETTLEMENT

Dated:  /  /   
Month Day Year

\_\_\_\_\_  
Name of Seven Oaks Class Member or Representative Claimant

\_\_\_\_\_  
Signature of Seven Oaks Class Member or Representative Claimant

ALL OPT OUT FORMS MUST BE SUBMITTED ON OR BEFORE 5:00 p.m. EDT ON \_\_\_\_\_,

BY EMAIL OR REGULAR MAIL TO:

Seven Oaks Class Action

PO BOX 3355

London, ON N6A 4K3

Toll Free: 1-866-432-5534

Email: \_\_\_\_\_@nptricepoint.com

## **SCHEDULE “D”: CLAIM FOR COMPENSATION FORM SEVEN OAKS CLASS ACTION**

Ontario Superior Court of Justice, Court File No. 05-CV-299031 CP

We are pleased to be writing you regarding the Seven Oaks Class Action Settlement. Our firm, NPT RicePoint Class Action Services Inc. (the “Administrator”), has been appointed by the Ontario Superior Court of Justice (the “Court”) to review and process claims made by Class Members and their related Family Class Members.

The instructions below will provide you with important information on how to participate as an eligible Class Member.

### **I. GENERAL INSTRUCTIONS**

1. If you are a Class Member, as defined below, you must complete and, in Part IX hereof, sign the Declaration and Release in order to make a claim for compensation from the settlement fund. Before filling out the attached Claim for Compensation Form (“Claim Form”), please carefully read the instructions set-out below.
2. MAIL OR EMAIL YOUR COMPLETED AND SIGNED CLAIM FORM NO LATER THAN 5 P.M. EDT ON [DATE], ADDRESSED TO THE ADMINISTRATOR:

**SEVEN OAKS CLASS ACTION  
CLAIMS ADMINISTRATOR  
P.O. BOX 3355  
LONDON, ON N6A 4K3**

3. Please note that submission of this Claim Form, however, does not assure that you will be eligible for compensation from the settlement fund.

### **II. CLAIMANT IDENTIFICATION**

1. In order to be eligible for compensation, you must be an eligible Class Member or Family Class Member, and submit a timely Claim Form.
2. A “Class Member” is defined as a person who lived, worked or visited at Seven Oaks Home for the Aged (7 Neilson Road, Toronto, Ontario) or within a radius of three kilometers, between September 1, 2005 and October 13, 2005, and who contracted Legionnaires’ Disease or Pontiac Fever.
3. A “Family Class Member” is defined as the spouse, child, grandchild, parent, grandparent or sibling of a Class Member.

### **III. ADDITIONAL INFORMATION**

We have established a separate website for this administration to assist in the capturing of information and to assist in the timely communication. The website address is as follows: [REDACTED] and we suggest that you review this site for additional information.

Alternatively, you can email the administrator at [REDACTED]@nptricepoint.com or call toll-free 1-866-432-5534.

#### IV. COMPLETING THE CLAIM FORM

The City of Toronto ("Toronto") has provided a Qualifying List of persons Toronto acknowledges are Class Members. The Qualifying List includes information about the onset of illness for each Class Member and the amount of time each Class Member spent in the hospital.

The proposed damages for each Class Member and their related Family Class Members are as follows:

PROPOSED COMPENSATION CATEGORIES		
	Damages Awarded	Type of Claimant
<b>Category 1</b> >6 days from onset of illness to discharge	\$ 1,000	Class Member
<b>Category 2</b> Onset of illness to discharge 7-13 days	\$ 3,000	Class Member
	\$ 500*	Family Class Member
<b>Category 3</b> Onset of illness to discharge 14-30 days	\$ 7,000	Class Member
	\$ 750*	Family Class Member
	As proven	Out of Pocket
<b>Category 4</b> Onset of illness to discharge 31+ days	\$ 20,000	Class Member
	\$ 4,000*	Family Class Member
	As proven	Out of Pocket
<b>Category 5</b> Illness resulting in death	\$ 30,000	Class Member
	\$ 20,000*	Family Class Member
	As proven	Out of Pocket
<b>Pontiac Fever</b>	\$ 500	Class Member

\*To be shared rateably by all Eligible Family Class Members

**ACCORDING TO THE QUALIFYING LIST YOU AND ANY FAMILY MEMBERS YOU MAY HAVE ARE ELIGIBLE FOR THE FOLLOWING COMPENSATION:**

<b>CATEGORY</b>	<b>DAMAGES AWARDED</b>
Category <#>	\$<PAYMENT>
<NAME>	
<ADDRESS>	
<CITY>, <PROV> <POSTCODE>	

#### IN ORDER TO APPLY FOR AND RECEIVE PAYMENT, YOU MUST:

- Complete this Claim Form and submit to the Administrator via mail or email by the deadline (see address on page 1);
- Include copies of relevant supporting documentation requested in the Claim Form, if applicable; and
- Sign the Declaration and Release on page 9.

We wish to assure you that this information will be kept confidential. Your personal information is protected by our privacy policies which comply with Provincial and Federal legislation.

**Please proceed to the Claim Form on page 3.**

Office Use Only

## SEVEN OAKS CLASS ACTION CLAIM FORM

MUST BE MAILED OR EMAILED NO  
LATER THAN 5 P.M EDT ON [DATE]

Please type or print. Do NOT use red ink, pencil or staples

### PART I: CLAIMANT INFORMATION

*Please answer ALL of the questions in this section.*

A. The Qualifying List shows the following:

	<u>CATEGORY</u>	<u>DAMAGES AWARDED</u>
<NAME>	Category <#>	\$<PAYMENT>
<ADDRESS>		
<CITY>, <PROV> <POSTCODE>		

B. Is the address information above correct? ☐ Yes ☐ No. If no, please complete Part II.

C. Is proposed Category correct? ☐ Yes ☐ No. If no, please complete Part IV.  
(See Part IV for description of Categories)

D. Are you claiming on behalf of an incapable person or estate? ☐ Yes. Go to Part II. ☐ No. Go to Part V.

### PART II: CLAIMANT IDENTIFICATION

*Must be completed by the Class Member if address information in Part I is incorrect. If you are filing as a representative (this includes personal representatives, heirs, assigns and trustees), please complete Part II & III. Identification of the claimant must be completed and proof of authority to act as the representative must be submitted.*

Last Name (Class Member) M.I. First Name (Class Member)

Address

City Province Postal Code

Home Phone Work Phone Email  
( ) ( )

Health Card Number Date of Birth Date of Death, if applicable  
MM/DD/YYYY MM/DD/YYYY

☐ Copy of Death Certificate Attached

**PART III: REPRESENTATIVE (IF APPLICABLE)**

*If you are filing as a representative (this includes personal representatives, heirs, assigns and trustees), please complete this section.*

Last Name (Class Member) M.I. First Name (Class Member)

---

Address

---

City Province Postal Code

---

Home Phone Work Phone Email  
( ) ( )

---

**Type of Representation:**

☐ Parent ☐ Executor ☐ Guardian ☐ Trustee ☐ Other

**Proof of Representation attached?**

(E.g., will, power of attorney and etc.)

☐ Yes ☐ No

**I am applying on behalf of a:**

☐ Minor ☐ Incapable Person ☐ Estate

**PART IV: CLAIM DETAILS**

Only to be completed if you are in disagreement with information in Part I.

**A. Please check one of the following options:**

- ☐ I am in agreement with the determination provided to me by the Qualifying List (see page 2). Skip to Part IV.
- ☐ I do not agree with the determination of the Qualifying List. Complete table below in Part III (B).

**B. Check only ONE of the following Categories and provide supporting documentation to show the onset of the illness to discharge from the hospital:**

Select only <u>ONE</u>	Approval Requirements	Supporting Documentation
<input type="radio"/> <b>Category 1</b>	Less than 6 days from onset of illness to discharge	Medical evidence is required
<input type="radio"/> <b>Category 2</b>	Onset of illness to discharge 7-13 days	Medical evidence is required
<input type="radio"/> <b>Category 3</b>	Onset of illness to discharge 14-30 days	Medical evidence is required
<input type="radio"/> <b>Category 4</b>	Onset of illness to discharge 31+ days	Medical evidence is required
<input type="radio"/> <b>Category 5</b>	Illness resulting in death	Medical evidence is required

**Supporting documentation attached?**

☐ Yes ☐ No

## PART V: FAMILY CLASS MEMBER(S)

*Family Class Members are eligible to receive compensation in accordance with the Compensation Categories on page 2.*

**Family Class Member** is defined as the spouse, child, grandchild, parent, grandparent or sibling of a Class Member.

### FAMILY CLASS MEMBER #1

Last Name (Class Member)	M.I.	First Name (Class Member)
<hr/>		
Address		
<hr/>		
City	Province	Postal Code
<hr/>		
Home Phone ( )	Work Phone ( )	Email
<hr/>		
Relationship to Class Member: (Select only one)	<input type="radio"/> Spouse <input type="radio"/> Grandparent	<input type="radio"/> Child <input type="radio"/> Sibling <input type="radio"/> Grandchild <input type="radio"/> Parent

### FAMILY CLASS MEMBER #2

Last Name (Class Member)	M.I.	First Name (Class Member)
<hr/>		
Address		
<hr/>		
City	Province	Postal Code
<hr/>		
Home Phone ( )	Work Phone ( )	Email
<hr/>		
Relationship to Class Member:	<input type="radio"/> Spouse <input type="radio"/> Grandparent	<input type="radio"/> Child <input type="radio"/> Sibling <input type="radio"/> Grandchild <input type="radio"/> Parent

### FAMILY CLASS MEMBER #3

Last Name (Class Member)	M.I.	First Name (Class Member)
<hr/>		
Address		
<hr/>		
City	Province	Postal Code
<hr/>		
Home Phone ( )	Work Phone ( )	Email
<hr/>		
Relationship to Class Member:	<input type="radio"/> Spouse <input type="radio"/> Grandparent	<input type="radio"/> Child <input type="radio"/> Sibling <input type="radio"/> Grandchild <input type="radio"/> Parent

*\*If you require additional entries, attach additional sheets in the same format as above.*



## PART VI: CLAIMING LOST WAGES (IF APPLICABLE)

***If you are an eligible Category 3, 4 or 5 Class Member or Family Class Member, and you would like to claim for income lost as a result of the Class Member's illness, please complete this section and provide documentation to support your claim. Adequate documentation includes a letter from your employer, disability information, Notice of Assessment and anything else the Administrator deems reasonable.***

***If you did not lose any income, or are not an eligible Category 3, 4 or 5 Class Member or Family Class Member, skip to Part VII.***

<b>CLAIM #1</b>	<input type="radio"/> Class Member	<input type="radio"/> Family Class Member
<b>A.</b> Were you working when you contracted LD? <input type="radio"/> Yes <input type="radio"/> No		
<b>B.</b> What is/was the name of your employer? Indicate self employed, if applicable. _____		
<b>C.</b> How many days/weeks/months of employment did you miss as a result of LD of the Class Member? _____ days _____ weeks _____ months		
<b>D.</b> Did a medical doctor approve your absence? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> If yes, proof attached.		
<b>E.</b> How many sick days does/did your employer cover? _____		
<b>F.</b> How many sick days did your employer pay for? _____		
<b>G.</b> Do you have benefits associated with sick leave or disability? <input type="radio"/> Yes <input type="radio"/> No. If no, skip to J.		
<b>H.</b> How much have you collected from sick leave/disability benefits? \$ _____		
<b>I.</b> List the name of the Insurer and Policy Number from which you collected benefits: _____		
<b>J.</b> How much income have you lost because you were forced to miss work as a result of LD, and which was not covered by sick leave/disability benefits? \$ _____		
<b>K.</b> Are you able to provide a letter from your employer verifying your time off and lost income? <input type="radio"/> Yes <input type="radio"/> No. If no, why not? _____		

<b>CLAIM #2</b>	<input type="radio"/> Class Member	<input type="radio"/> Family Class Member
<b>A.</b> Were you working when you contracted LD? <input type="radio"/> Yes <input type="radio"/> No		
<b>B.</b> What is/was the name of your employer? Indicate self employed, if applicable. _____		
<b>C.</b> How many days/weeks/months of employment did you miss as a result of LD of the Class Member? _____ days _____ weeks _____ months		
<i>*Continues on next page</i>		

## PART VI: CLAIMING LOST WAGES (IF APPLICABLE) – CONTINUED

### CLAIM #2 – CONTINUED

- D. Did a medical doctor approve your absence? ☐ Yes ☐ No ☐ If yes, proof attached?
- E. How many sick days does/did your employer cover? \_\_\_\_\_
- F. How many sick days did your employer pay for? \_\_\_\_\_
- G. Do you have benefits associated with sick leave or disability? ☐ Yes ☐ No. If no, skip to J.
- H. How much have you collected from sick leave/disability benefits? \$ \_\_\_\_\_
- I. List the name of the Insurer and Policy Number from which you collected benefits:  
\_\_\_\_\_
- J. How much income have you lost because you were forced to miss work as a result of LD, and which was not covered by sick leave/disability benefits? \$ \_\_\_\_\_
- K. Are you able to provide a letter from your employer verifying your time off and lost income?  
☐ Yes ☐ No. If no, why not? \_\_\_\_\_

### CLAIM #3 ☐ Class Member ☐ Family Class Member

- A. Were you working when you contracted LD? ☐ Yes ☐ No
- B. What is/was the name of your employer? Indicate self employed, if applicable.  
\_\_\_\_\_
- C. How many days/weeks/months of employment did you miss as a result of LD of the Class Member?  
\_\_\_\_\_ days \_\_\_\_\_ weeks \_\_\_\_\_ months
- D. Did a medical doctor approve your absence? ☐ Yes ☐ No ☐ If yes, proof attached.
- E. How many sick days does/did your employer cover? \_\_\_\_\_
- F. How many sick days did your employer pay for? \_\_\_\_\_
- G. Do you have benefits associated with sick leave or disability? ☐ Yes ☐ No. If no, skip to J.
- H. How much have you collected from sick leave/disability benefits? \$ \_\_\_\_\_
- I. List the name of the Insurer and Policy Number from which you collected benefits:  
\_\_\_\_\_
- J. How much income have you lost because you were forced to miss work as a result of LD, and which was not covered by sick leave/disability benefits? \$ \_\_\_\_\_
- K. Are you able to provide a letter from your employer verifying your time off and lost income?  
☐ Yes ☐ No. If no, why not? \_\_\_\_\_

*\*If you require additional entries, attach additional sheets in the same format as above.*

## PART VII – CLAIMING OUT OF POCKET EXPENSES (IF APPLICABLE)

**If you are seeking special damages or out of pocket expenses incurred as a result of the Class Member's illness and are an eligible Category 3, 4 or 5 Class Member or Family Class Member, please complete this section and provide receipts for these expenses.**

***If you have no expenses to claim, or are not an eligible Category 3, 4 or 5 Class Member or Family Class Member, skip to Part VIII.***

Name	Date (MM/DD/YYYY)	Description of Expense	Total Cost	Amount Reimbursed by Health Plan or Insurance Provider	Receipt attached? (Y/N)
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

*\*If you require additional entries, attach additional sheets in the same format as above.*

## PART VIII – REMINDER CHECKLIST

- ☐ Please sign the release and declaration on page 9.
- ☐ If the Claim Form is being completed by a representative, attach documentation that shows authority to file on their behalf (e.g., power of attorney, legal record and etc).
- ☐ If the Claimant is deceased, attach the death certificate.
- ☐ If claiming for lost income or out of pocket expenses, include relevant documentation.
- ☐ Do not send original documentation. Please provide copies.
- ☐ Keep a copy of your claim and supporting documentation for your records.
- ☐ If you desire to acknowledge receipt of your claim form, please send it Registered Mail, Return Receipt Requested.
- ☐ If you move, please send the Administrator your new address.

## PART IX – DECLARATION & RELEASE

I declare under penalty of perjury that the information on this Claim Form is true, correct and complete to the best of my knowledge, information and belief.

I also declare that I am not an Excluded Person or Excluded Persons (as defined in the Judgment).

I, along with any Family Class Member associated to my name, hereby release and forever discharge the Released Parties (as defined in the Judgment), and acknowledge that I will be barred and enjoined from suing, continuing to sue or being part of any other lawsuit against the Released Parties relating to the Seven Oaks Class Action.

I acknowledge and agree that the Claims Administrator may disclose all information relating to my claim to the Courts and counsel.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City, Province)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., Representative, Executor, and etc.)

## Privacy Statement

All information provided by or on behalf of the Claimant is collected, used, and retained by the Administrator and Class Counsel pursuant to the Personal Information Protection and Electronic Documents Act (PIPEDA) for the purposes of administering the Seven Oaks Class Action, including evaluating the Claimant's eligibility status under the Judgment

The information provided by or on behalf of the Claimant is strictly private and confidential and will not be disclosed without the express written consent of the Claimant, except in accordance with the Seven Oaks Judgment

"Class Counsel" means Sutts, Strosberg LLP, Holtz Lawyers and Rochon Genova LLP.

The "Administrator" is defined as NPT RicePoint Class Action Services Inc. of London, Ontario.

## **SCHEDULE “E”: CLAIM FOR INCLUSION SEVEN OAKS CLASS ACTION**

Ontario Superior Court of Justice, Court File No. 05-CV-299031 CP

The instructions below will provide you with important information on how to participate as an eligible Class Member.

### **I. GENERAL INSTRUCTIONS**

1. The City of Toronto (“Toronto”) provided a Qualifying List of persons Toronto acknowledges are Class Members. Please contact the Administrator to find out if you are on the Qualifying List. See contact information below.
2. **ONLY COMPLETE THIS CLAIM FOR INCLUSION IF YOU ARE NOT ON THE QUALIFYING LIST.**
3. Individuals who are not on the Qualifying List must complete the following Claim for Inclusion Form to qualify for potential compensation.
4. If you are a Class Member, as defined below, you must complete and, in Part V hereof, sign the Declaration and Release in order to receive compensation from the settlement fund. Before filling out the attached Claim for Inclusion Form, please carefully read the instructions set-out below.
5. MAIL OR EMAIL YOUR COMPLETED AND SIGNED CLAIM FORM NO LATER THAN 5 P.M. EDT ON [DATE], ADDRESSED TO THE ADMINISTRATOR:

**SEVEN OAKS CLASS ACTION  
CLAIMS ADMINISTRATOR  
P.O. BOX 3355  
LONDON, ON N6A 4K3**

6. Please note that submission of this Claim for Inclusion Form, however, does not assure that you will be entitled to compensation.

### **II. CLAIMANT IDENTIFICATION**

1. In order to be eligible for compensation on the basis of a Claim for Inclusion Form, you must be an eligible Class Member who contracted Legionnaires’ Disease and submit a timely Claim for Inclusion Form.
2. A “Class Member” is defined as a person who lived, worked or visited at Seven Oaks Home for the Aged (7 Neilson Road, Toronto, Ontario) or within a radius of three kilometers, between September 1, 2005 and October 13, 2005, and who contracted Legionnaires’ Disease or Pontiac Fever.

### **III. ADDITIONAL INFORMATION**

We have established a separate website for this administration to assist in the capturing of information and to assist in the timely communication. The website address is as follows: [REDACTED] and we suggest that you review this site for additional information.

Alternatively, you can email the administrator at [REDACTED]@nptricepoint.com or call toll-free 1-866-432-5534.

Office Use Only

## SEVEN OAKS CLASS ACTION CLAIM FOR INCLUSION FORM

MUST BE MAILED OR EMAILED NO  
LATER THAN 5 P.M EDT ON [DATE]

Please type or print. Do NOT use red ink, pencil or staples

**ONLY COMPLETE THIS CLAIM FOR INCLUSION IF YOU ARE NOT ON THE QUALIFYING LIST.**

### PART I: CLAIMANT ELIGIBILITY

*Please carefully answer the questions in this section*

**A. Did you live/work or visit Seven Oaks Home for the Aged (7 Neilson Road, Toronto, Ontario) or within a radius of three kilometers, between September 1, 2005 and October 13, 2005, and contract Legionnaires' Disease ("LD")?**

☐ Yes ☐ No. If no, you are not eligible to participate in this class action.

**B. Are you an employee of the City of Toronto or Her Majesty the Queen in the Right of Ontario?**

☐ Yes. If yes, you are not eligible to participate in this class action. ☐ No.

**C. When did you first become ill with Legionnaires' Disease**

\_\_\_\_\_

**D. Were you hospitalized as a result of contracting LD?**

☐ Yes ☐ No. If no, you are not eligible to participate in this class action.

**E. If you answered yes to D, how many days did you spend in the hospital?**

\_\_\_\_\_ days.

**F. Do you have medical records, or similar documentation, that proves you contracted LD and/or were hospitalized?**

☐ Yes. If yes, please attach copies. ☐ No. If no, failure to provide this documentation may result in the rejection of your claim.

### PART II: CLAIMANT IDENTIFICATION

*Must be completed by the Class Member. If you are filing as a representative (this includes personal representatives, heirs, assigns and trustees), please complete Part I & II. Identification of the claimant must be completed and proof of authority to act as the representative must be submitted.*

Last Name (Class Member)

M.I

First Name (Class Member)

Address

*\*Continues on next page*

## PART II: CLAIMANT IDENTIFICATION – CONTINUED

City	Province	Postal Code
<hr/>		
Home Phone ( )	Work Phone ( )	Email
<hr/>		
Health Card Number	Date of Birth MM/DD/YYYY	Date of Death, if applicable MM/DD/YYYY
<hr/>		
O Copy of Death Certificate Attached		

## PART III: REPRESENTATIVE (IF APPLICABLE)

*If you are filing as a representative (this includes personal representatives, heirs, assigns and trustees), please complete this section.*

Last Name (Class Member)	M.I.	First Name (Class Member)
<hr/>		
Address		
<hr/>		
City	Province	Postal Code
<hr/>		
Home Phone ( )	Work Phone ( )	Email
<hr/>		
<b>Type of Representation:</b>		
O Parent	O Executor	O Guardian
		O Trustee
		O Other
<b>Proof of Representation attached?</b>		
(E.g., will, power of attorney and etc.)		
O Yes		
O No		
<b>I am applying on behalf of a:</b>		
O Minor		
O Incapable Person		
O Estate		

## PART IV – REMINDER CHECKLIST

- ☐ Please sign the release and declaration on page 4.
- ☐ If the Claim Form is being completed by a representative, attach documentation that shows authority to file on their behalf (e.g., power of attorney, legal record and etc).
- ☐ If the Claimant is deceased attach the death certificate.
- ☐ Do not send original documentation. Please provide copies.
- ☐ Keep a copy of your claim and supporting documentation for your records.
- ☐ If you desire to acknowledge receipt of your claim form please send it Registered Mail, Return Receipt Requested.
- ☐ If you move, please send the Administrator your new address.

## PART V – DECLARATION & RELEASE

I declare under penalty of perjury that the information on this Claim Form is true, correct and complete to the best of my knowledge, information and belief.

I also declare that I am not an Excluded Person or Excluded Persons (as defined in the Judgment).

I, along with any Family Class Member associated to my name, hereby release and forever discharge the Released Parties (as defined in the Judgment), and acknowledge that I will be barred and enjoined from suing, continuing to sue or being part of any other lawsuit against the Released Parties relating to the Seven Oaks Class Action.

I acknowledge and agree that the Claims Administrator may disclose all information relating to my claim to the Courts and counsel.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City, Province)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., Representative, Executor, and etc.)

## Privacy Statement

All information provided by or on behalf of the Claimant is collected, used, and retained by the Administrator and Class Counsel pursuant to the Personal Information Protection and Electronic Documents Act (PIPEDA) for the purposes of administering the Seven Oaks Class Action, including evaluating the Claimant's eligibility status under the Judgment.

The information provided by or on behalf of the Claimant is strictly private and confidential and will not be disclosed without the express written consent of the Claimant, except in accordance with the Seven Oaks Judgment.

"Class Counsel" means Sutts, Strosberg LLP, Holtz Lawyers and Rochon Genova LLP.

The "Administrator" is defined as NPT RicePoint Class Action Services Inc. of London, Ontario.



## **SCHEDULE “F”: CLAIM FOR REFERENCE SEVEN OAKS CLASS ACTION**

Ontario Superior Court of Justice, Court File No. 05-CV-299031 CP

The instructions below will provide you with important information on how to file a Claim for Reference.

### **I. GENERAL INSTRUCTIONS**

1. **IF YOU ARE NOT AN ELIGIBLE CLASS MEMBER, WITH CLAIMS UNDER CATEGORIES 4 OR 5, YOU CANNOT FILE A CLAIM FOR REFERENCE.**
2. If you submitted a Claim for Compensation, are an eligible Class Member (or Estate Trustee of a deceased Class Member) and were approved under Category 4 or 5 of the proposed Compensation Categories, you may request that your claim be assessed by a Court appointed Referee rather than way of the proposed Compensation Categories if you believe that you are entitled to more compensation than what is provided for.
3. “Referee” is defined as Reva Devins.
4. In the event that a Class Member (or Estate Trustee of a deceased Class Member) elects to proceed with a Reference, at its sole expense, the City of Toronto shall deliver to Class Counsel, the Class Member or the Class Member’s counsel, a legible copy of all medical records in its possession for the Class Member, if the records are requested.
5. Unless a Claimant elects otherwise, the Referee will be conducted based on written materials alone. However, if requested by the claimant, oral evidence may be provided.
6. If the Claimant elects to proceed with an in-person Reference, counsel for the City of Toronto will be entitled to make submissions at the Reference.
7. MAIL OR EMAIL YOUR COMPLETED AND SIGNED CLAIM FOR REFERENCE FORM NO LATER THAN [DATE], ADDRESSED TO THE ADMINISTRATOR:

**SEVEN OAKS CLASS ACTION  
CLAIMS ADMINISTRATOR  
P.O. BOX 3355  
LONDON, ON N6A 4K3**

8. Please note that submission of this Claim for Reference Form, however, does not assure that you will be entitled to more compensation than what is provided for in the Compensation Categories.
9. The decision of the Referee shall be final, and may not be subject to appeal.

### **II. ADDITIONAL INFORMATION**

We have established a separate website for this administration to assist in the capturing of information and to assist in the timely communication. The website address is as follows: [REDACTED] and we suggest that you review this site for additional information.

Alternatively, you can email the administrator at [REDACTED]@npricepoint.com or call toll-free 1-866-432-5534.

Office Use Only

## SEVEN OAKS CLASS ACTION CLAIM FOR REFERENCE FORM

MUST BE MAILED OR EMAILED NO  
LATER THAN 5 P.M EDT ON [DATE]

Please type or print. Do NOT use red ink, pencil or staples

### PART I: CLAIMANT ELIGIBILITY

*Please carefully answer the questions in this section.*

A. Are you an Eligible Class Member, with claims under Category 4 or 5 of the proposed Compensation Categories?

PROPOSED COMPENSATION CATEGORIES		
	Damages Awarded	Type of Claimant
<b>Category 4</b> Onset of illness to discharge 31+ days	\$ 20,000	Class Member
	\$ 4,000*	Family Class Member
	As proven	Out of Pocket
<b>Category 5</b> Illness resulting in death	\$ 30,000	Class Member
	\$ 20,000*	Family Class Member
	As proven	Out of Pocket

**\*To be shared rateably by all Eligible Family Class Members**

☐ Yes ☐ No. If no, you are not eligible to file a Claim for Reference.

### PART II: CLAIMANT IDENTIFICATION

*Must be completed by the Class Member. If you are filing as a representative (this includes personal representatives, heirs, assigns and trustees), please complete Part II & III.*

Last Name (Class Member/Family Class Member) M.I. First Name (Class Member/Family Class Member)

### PART III: REPRESENTATIVE CLAIMANT IDENTIFICATION

*If you are filing as a representative (this includes personal representatives, heirs, assigns and trustees), please complete this section.*

Last Name M.I. First Name

#### Type of Representation:

☐ Parent ☐ Executor ☐ Guardian ☐ Trustee ☐ Other

I am applying on behalf of a: ☐ Incapable Person ☐ Estate

**Please answer all of the questions in this section.**

[illegible]

**B. Proof attached?**      ☐ Yes      ☐ No

O No.

0 No

3

#### PART IV – REMINDER CHECKLIST

- ☐ Please sign the release and declaration on page 4.
- ☐ Do not send original documentation. Please provide copies.
- ☐ Keep a copy of your claim and supporting documentation for your records.
- ☐ If you desire to acknowledge receipt of your claim form please send it Registered Mail, Return Receipt Requested.
- \* **Note:** References shall be completed within sixty (60) days of receipt of the claim form and supporting documentation by the Referee, unless otherwise ordered by the Court.
- \* **Note:** The Referee shall advise the claimant of his or her decision in writing, and the amount to be determined to be payable. A decision shall be rendered in each Reference within thirty (30) days of the Reference.

#### PART V – DECLARATION & RELEASE

I declare under penalty of perjury that the information on this Claim Form is true, correct and complete to the best of my knowledge, information and belief.

I also declare that I am not an Excluded Person or Excluded Persons (as defined in the Judgment).

I, along with any Family Class Member associated to my name, hereby release and forever discharge the Released Parties (as defined in the Judgment), and acknowledge that I will be barred and enjoined from suing, continuing to sue or being part of any other lawsuit against the Released Parties relating to the Seven Oaks Class Action.

I acknowledge and agree that the Claims Administrator may disclose all information relating to my claim to the Courts and counsel.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City, Province)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., Representative, Executor, and etc.)

## **Privacy Statement**

All information provided by or on behalf of the Claimant is collected, used, and retained by the Administrator and Class Counsel pursuant to the Personal Information Protection and Electronic Documents Act (PIPEDA) for the purposes of administering the Seven Oaks Class Action, including evaluating the Claimant's eligibility status under the Judgment.

The information provided by or on behalf of the Claimant is strictly private and confidential and will not be disclosed without the express written consent of the Claimant, except in accordance with the Seven Oaks Judgment.

"Class Counsel" means Sutts, Strosberg LLP, Holtz Lawyers and Rochon Genova LLP.

The "Administrator" is defined as NPT RicePoint Class Action Services Inc. of London, Ontario.