

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE JUSTICE**

)

**MON** DAY, THE **21<sup>st</sup>**

**DAVID S. CRANE**

)

**DAY OF NOVEMBER, 2011**

**BETWEEN:**

**KRP ENTERPRISES INC., 1643078 ONTARIO INC.  
KEVIN CLARK, ESTA CLARK, CHRISTINA ACCIACCAFERRO,  
JEFFREY ACCIACCAFERRO, STEVE TONG, LORI TONG,  
RUSSELL KAVANAGH, MICHELLE KAVANAGH, PAUL DURCEK,  
STEFANY DURCEK, QUINTIN CHAUSSE, DONNA CHAUSSE,  
ANNE MARIE VANSICKLE, JAMES PAUL VANSICKLE,  
J.P. WOOLLEY SURVEYING LTD. and MARGARET COOK**

Plaintiffs

- and -

**ONTARIO PROVINCIAL POLICE COMMISSIONER GWEN M. BONIFACE,  
ONTARIO PROVINCIAL POLICE INSPECTOR BRIAN HAGGITH, and  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

THIS MOTION, made by the Plaintiffs for an order approving the amended Caledonia Compensation Plan in accordance with the provisions of the *Class Proceedings Act, 1992*;

ON READING the Motion Record of the Plaintiffs, filed, no one opposing the motion:

1. THIS COURT ORDERS that the following amendments to the Caledonia Compensation Plan are hereby approved:

- a. An amendment to the form of the Release, attached as Schedule "G" (and as Schedule "B" to each of Appendices 1, 2 and 3) to the Plan, in accordance with the form that is attached as Schedule "A" hereto;
- b. An amendment to Schedule "F" of the Plan, which is the advertisement to potential members of the Contractors Class by removing the reference to the Administrator's telephone and fax numbers in accordance with the form that is attached as Schedule "B" hereto;
- c. An amendment to the Property Occupiers Application, attached as Appendix 3 to the Plan, to correct the reference to the Collateral Benefit in accordance with the form that is attached as Schedule "C" hereto;
- d. An amendment to section 6.2 of the Plan to delete the word "title search" and insert "or undertake such other search as the Administrator, acting reasonably, may deem appropriate".

*[Handwritten signature]*

ENTERED AT CAYUGA  
in Book No. 2011  
as Document No. 60  
on Nov 25 20 11  
by *[Signature]*

## SCHEDULE "A"

## SCHEDULE B

### FULL AND FINAL RELEASE

FOR AND IN CONSIDERATION of the payment of \$1 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned (the "Releasor(s)"):

THE RELEASOR(S) HEREBY fully and forever release and discharge HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, ONTARIO PROVINCIAL POLICE COMMISSIONER GWEN M. BONIFACE, AND ONTARIO PROVINCIAL POLICE INSPECTOR BRIAN HAGGITH, KRP ENTERPRISES INC., 1643078 ONTARIO INC. KEVIN CLARK, ESTA CLARK, CHRISTINA ACCIACCAFERRO, JEFFREY ACCIACCAFERRO, STEVE TONG, LORI TONG, RUSSELL KAVANAGH, MICHELLE KAVANAGH, PAUL DURCEK, STEFANY DURCEK, QUINTIN CHAUSSE, DONNA CHAUSSE, ANNE MARIE VANSICKLE, JAMES PAUL VANSICKLE, J.P. WOOLLEY SURVEYING LTD. and MARGARET COOK, GLOBAL RESOLUTIONS INC., FINDLAY McCARTHY LLP, as well as the present and former officers, directors, partners, employees, servants, agents, contractors, estates, heirs and assigns of each, as the case may be (the "Releasees"), from any and all actions or causes of actions, claims or demands whatsoever for damages (including punitive, aggravated and exemplary damages) or other relief of whatever kind and nature on account of any known or unknown injuries, losses or damages, sustained as a consequence of, or in any way relating to or arising out of the incidents more particularly described in the Statement of Claim issued in the Ontario Superior Court of Justice bearing Cayuga Court File No. 114/2006-CP (the "Class Action"), including, without limiting the generality of the foregoing, any and all matters that were pleaded or could have been pleaded in the Class Action, as well as all matters arising from the continued occupancy by the Releasor(s), or any one of them, of their properties and/or the continued operation by the Releasor(s), or any one of them, of their businesses following the execution of this Full and Final Release (the "Release"); and from any and all actions, causes of action, claims or demands whatsoever for damages (including punitive, aggravated and exemplary damages) or other relief of whatever kind and nature directly or indirectly arising from or relating to any application that the Releasor(s) has/have made or could have made for compensation or payment out of the settlement sum paid in settlement of the Class Action, or any dispute as between the Plaintiff classes or class members of each of the Plaintiff classes regarding the appropriate management and/or distribution of the settlement sum.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Releasor(s) declare that the intent of this Release is to conclude all issues arising from the matters set forth above and it is understood and agreed that this Release is intended to cover and does cover, not only all known injuries, losses or damages, but also injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Releasor(s), or any of them, will not make any claim or take any proceedings against any other person or corporation who or which might claim, in any matter or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the Negligence Act and the amendments thereto and/or under any successor legislation thereto, and/or under the Rules of Civil Procedure, from the Releasees, in connection with the matters outlined above.

IT IS AGREED AND UNDERSTOOD that if the Releasor(s) commence such an action, or take such proceedings and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor(s) will immediately discontinue the proceedings and/or claims, and the Releasor(s) will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding and/or claims, on a full indemnity basis. This Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor(s) with respect to the matters covered by this Release. This Release may be pleaded in the event of any such claim, action, complaint or proceeding, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor(s) in any such subsequent action that the other parties in the subsequent action were not privy to the formation of this Release.

IT IS FURTHER AGREED AND UNDERSTOOD that the Releasees do not by the payment of the consideration set out in this Release or otherwise admit any liability or obligation of any kind whatsoever to the Releasor(s) and such liability or obligation is specifically denied.

AND IT IS HEREBY DECLARED that the terms of this Release are fully understood, that the consideration stated herein is the sole consideration for this Release and that the said consideration is accepted voluntarily for the purpose of making full and final compromise in settlement of all claims and proceedings against the Releasees, now or hereafter brought, for damages, loss or injury resulting from the matters set forth above.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the fact and terms of this Release will be held in confidence.

IN WITNESS WHEREOF the undersigned has/have executed this Release by his or her/their hand(s) and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_  
Witness

\_\_\_\_\_/s  
Releasor

\_\_\_\_\_  
Witness

\_\_\_\_\_/s  
Releasor

## SCHEDULE "B"

**SCHEDULE "F"**

(Notice of Members of Contractors Class)

**IMPORTANT NOTICE**

**FOR CONTRACTORS AND SUPPLIERS  
AFFECTED BY THE OCCUPATION OF  
THE DOUGLAS CREEK ESTATES**

On July 8, 2011 the Superior Court of Justice approved a compensation plan in *KRP Enterprises Inc. v. Her Majesty the Queen*, a class proceeding under the *Class Proceedings Act, 1992*, which plan, together with other provisions, provided for compensation to members of the Contractors Class, defined to include the following:

"all contractors or subcontractors of Henco Industries Limited or their agents, who were contracted to provide services and materials to owners, developers, builders or contractors on the Douglas Creek Estates subdivision in March of 2006."

If you fall into this class and had losses for which you have not been compensated, you may be eligible for compensation.

To obtain compensation you are required to apply to the Administrator:

Global Resolutions Inc.  
45 St. Nicholas Street  
Toronto, Ontario  
M4Y 1W6

The Administrator will provide you with an application package.

The deadline for making an application is March 31, 2012.

## SCHEDULE "C"

**Caledonia Class Action -- Proof of Loss (Property Occupiers Class)**

**Under penalty of law, I submit the following, which I solemnly declare to be true:**

I occupied the property municipally known by the Caledonia address: \_\_\_\_\_

during the following period (choose the longest applicable period by initialing beside it):

- 1. February 28, 2006 to date \_\_\_\_\_
- 2. February 28, 2006 until at least July 4, 2006, \_\_\_\_\_
- 3. February 28, 2006 until at least June 4, 2006 \_\_\_\_\_
- 4. February 28, 2006 until at least April 20, 2006 \_\_\_\_\_

**I undertake** to share equitably any award of compensation pursuant to my Application that accompanies this Proof of Loss with other Class Members with whom the Applicant occupied the property that is the subject of the Application.

**I further solemnly declare** that I have not opted out of the Class Action or signed a release in favour of the defendants in the Class Action.

**I further solemnly declare** that the total payments that I received from the Financial Assistance Program, administered by the Ministry of Municipal Affairs, are as disclosed in my Application that accompanies this Proof of Loss.

**DECLARED before me at Caledonia, Ontario,**

**this..... day of ..... 201...**

\_\_\_\_\_  
**Signature**

.....  
**Commissioner for Oaths or Affidavits**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**KRP ENTERPRISES INC. et al.**  
Plaintiffs

v.

**ONTARIO PROVINCIAL POLICE COMMISSIONER GWEN M. BONIFACE et. al.**  
Defendants

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
Action Commenced at Cayuga

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**ORDER**

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**FINDLAY McCARTHY LLP**  
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L7L 6W6

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