

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE JUSTICE            )     WEDNESDAY, THE 28<sup>TH</sup>**  
  )  
**DAVID S. CRANE                        )     DAY OF SEPTEMBER, 2011**

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

**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 and approving the agreement between Global Resolutions Inc. and Findlay McCarthy LLP and to authorize Findlay McCarthy LLP to make payments to Global Resolutions Inc. in accordance with the provisions of the Class Proceedings Act, 1992;

ON READING the Motion Record of the Plaintiff, filed, and on hearing the submissions of the lawyers for the Plaintiffs, and James Dunbar, a representative of Global Resolutions Inc., no one appearing for the Defendants although properly served with the Plaintiff's Motion Record:

1. THIS COURT ORDERS that the amendments to the Caledonia Compensation Plan, as the amended plan is set out in Schedule A attached hereto, is hereby approved.
2. THIS COURT ORDERS that the agreement between Global Resolutions Inc. and Findlay McCarthy dated August 29, 2011 (the "Administrator's Agreement") and the budget submitted by Global Resolutions Inc., which are attached hereto as Schedules B and C respectively are hereby approved.
3. THIS COURT ORDERS that Findlay McCarthy LLP is authorized to pay Global Resolutions Inc. 10 monthly instalments of \$100,000 plus HST commencing upon the date hereof in accordance with the terms of the Administrator's Agreement.



ENTERED AT CAYUGA  
in Book No. 2011  
as Document No. 51  
on Sept 30 2011  
by \_\_\_\_\_



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**SCHEDULE A**

**CALEDONIA COMPENSATION PLAN**

**CLASS ACTION SETTLEMENT**

Amended  
August 29, 2011

Class Action File No. 114/2006-CP

## CALEDONIA COMPENSATION PLAN

### PART 1 DEFINITIONS

- 1.1 In the Caledonia Compensation Plan:
- 1.1.1 "Administrator" means Global Resolutions Inc. ("Global").
- 1.1.2 "Administration Agreement" means the letter of agreement between Class Counsel and Global dated August 29, 2011.
- 1.1.3 "Applicant" means a potential Class Member who applies for compensation under this Plan.
- 1.1.4 "Application" means an application for compensation in the appropriate form prescribed by the Administrator and shall be any one of the forms set out in Appendices 1, 2 and 3 of this Plan.
- 1.1.5 "Business Application" means an Application in the form of Appendix 1, which Application shall be used by Applicants who claim to be members of the Caledonia Business Class and the Highway 6 Class, to claim compensation.
- 1.1.6 "Caledonia Business Class" means all those persons, including sole proprietors, partnerships, corporations or organizations who carried on a business, whether for profit or non-profit, on April 20, 2006, with business addresses on Argyle Street between Highway 6 and Green Road and on Caithness Street East or Caithness Street West in Caledonia, Ontario.
- 1.1.7 "Caledonia Business Class Fund" means that portion of the Settlement Sum that is allocated for compensation to the Caledonia Business Class in accordance with subparagraph 2.2.4.2 below.
- 1.1.8 "Certified Defendants" means Ontario Provincial Police Commissioner Gwen M. Boniface, Ontario Provincial Police Inspector Brian Haggith and Her Majesty the Queen in Right of Ontario.
- 1.1.9 "Class" or "Classes" means the Caledonia Business Class, the Highway 6 Class, the Contractors Class or the Property Occupiers Class individually or collectively.
- 1.1.10 "Class Action" means the proceeding that is Court File No. 114/2006-CP issued out of the Superior Court of Justice in Cayuga.
- 1.1.11 "Class Counsel" means Findlay McCarthy LLP, lawyers for the plaintiffs in the Class Action.
- 1.1.12 "Class Counsel Fees and Disbursements" means the fees and disbursements of the Class Counsel approved by the Judge pursuant to s. 32 of the CPA.
- 1.1.13 "Class Member" means:
- 1.1.13.1 a member of the Caledonia Business Class;
- 1.1.13.2 a member of the Highway 6 Class;
- 1.1.13.3 a member of the Contractors Class; or
- 1.1.13.4 a member of the Property Occupiers Class.
- 1.1.14 "Collateral Benefits" means the payments described in Part 16.

- 1.1.15 "Compensation Determination" means the form by which the Administrator provides Applicants with notice of its decision on compensation.
- 1.1.16 "Contractors Application" means an Application in the form attached hereto as Appendix 2, which Application shall be used by Applicants who claim to be members of the Contractors Class, to claim compensation.
- 1.1.17 "Contractors Class" means 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 as of or on February 28, 2006.
- 1.1.18 "Contractors Class Fund" means be that portion of the Settlement Sum that is allocated for compensation to the Contractors Class in accordance with subparagraph 2.2.4.4 below.
- 1.1.19 "CPA" means *the Class Proceedings Act, 1992, S.O. 1992, c. 6*.
- 1.1.20 "Crown" means the Crown Law Office – Civil.
- 1.1.21 "Douglas Creek Estates" means the lands that comprise the Plan of Subdivision in the Land Registry Office for the Land Titles Division of Haldimand comprised, firstly, as Parts of Lot B and C, Range West of Plank Road, geographic township of Oneida, in Haldimand County and being Parts 2 and 3 on Reference Plan 18R-6217 and, secondly, as part of Lot 18, Broken Front Concession on the Grand River, geographic Township of Oneida, in Haldimand County and being Parts 2 and 3 on Reference Plan 18R-6217 and which lands were owned by Henco Industries Limited on February 28, 2006 and transferred to the Province of Ontario on July 4, 2006.
- 1.1.22 "Highway 6 Class" means all those persons, including sole proprietors, partnerships, corporations or organizations, who carried on business, whether for profit or non-profit, on April 20, 2006, with business addresses on Highway 6 from Highway 3 to Haldibrook Road.
- 1.1.23 "Highway 6 Class Fund" means that portion of the Settlement Sum that is allocated for compensation to the Highway 6 Class in accordance with subparagraph 2.2.4.1 below.
- 1.1.24 "Judge" means The Honourable Justice David S. Crane or a judge of the Ontario Superior Court of Justice designated by him, or in the event of Justice Crane's unavailability, a judge of the Ontario Superior Court of Justice appointed by the Senior Regional Judge in Hamilton.
- 1.1.25 "Judgment" means the Judgment of Justice David S. Crane dated July 8, 2011, approving the settlement of the Class Action.
- 1.1.26 "Minutes of Settlement" means the minutes of settlement dated the 30th of day June, 2011.
- 1.1.27 "Occupation Period" means the period from February 28, 2006 to date.
- 1.1.28 "Ontario" means Her Majesty the Queen in Right of Ontario.
- 1.1.29 "Plan" means this Caledonia Compensation Plan as approved by the Judge and as amended, supplemented or restated from time to time.
- 1.1.30 "Property Occupiers Application" means an Application in the form attached hereto as Appendix 2, which Application shall be used by Applicants who claim to be members of the Property Occupiers Class, to claim compensation.

- 1.1.31 "Property Occupiers Class" means all those persons who from February 28, 2006 have occupied real property located within the boundaries and at the addresses set out in Schedule "A" attached hereto.
- 1.1.32 "Property Occupiers Class Fund" means that portion of the Settlement Sum that is allocated for compensation to the Property Occupiers Class in accordance with subparagraph 2.2.4.3 below.
- 1.1.33 "Release" means a release in the form attached as Schedule "G".
- 1.1.34 "Representative Plaintiffs" means the representative plaintiffs appointed under the Order of Justice David S. Crane dated February 8, 2010 for each of the classes, being:
- 1.1.34.1 KRP Enterprises Inc. for the Caledonia Business Class;
- 1.1.34.2 J.P. Woolley Surveying Ltd. for the Contractors Class;
- 1.1.34.3 Margaret Cook for the Highway 6 Class; and
- 1.1.34.4 Kevin Clark, Esta Clark, Christina Acciaccferro, Jeffrey Acciaccferro, Steve Tong, Lori Tong, Russell Kavanagh, Michelle Kavanagh, Paul Durcek, Stefany Durcek, Quintin Chausse, Donna Chausse, Anne Marie VanSickle and James Paul VanSickle for the Property Occupiers Class.
- 1.1.35 "Response" means that portion of a Compensation Determination to be completed by the Applicant and returned to the Administrator to indicate the Applicant's response to the Compensation Determination.
- 1.1.36 "Settlement Sum" means the amount that is paid in full and final settlement of the Class Action in accordance with paragraph 1 of the Minutes of Settlement.

## **2 DISTRIBUTION OF SETTLEMENT SUM**

- 2.1 The Crown shall deliver the Settlement Sum by way of cheque payable to Findlay McCarthy LLP in trust.
- 2.2 Class Counsel shall deposit the Settlement Sum into an interest bearing account subject to terms and conditions approved by the Court and Class Counsel shall distribute the Settlement Sum in accordance with the directions set out herein.
- 2.2.1 Class Counsel Fees and Disbursements shall be paid to Class Counsel out of the Settlement Sum upon approval by the Judge.
- 2.2.2 The representative Plaintiffs, KRP Enterprises Inc., Margaret Cook and J.P. Woolley Surveying Ltd., and the couples comprised of the representative plaintiffs Kevin Clark and Esta Clark, Christina Acciaccferro and Jeffrey Acciaccferro, Steve Tong and Lori Tong, Russell Kavanagh and Michelle Kavanagh, Paul Durcek and Stefany Durcek, Quintin Chausse and Donna Chausse, and Anne Marie VanSickle and James Paul VanSickle shall each be paid \$10,000.00 out of the Settlement Sum upon approval of this Plan by the Judge for acting as representative plaintiffs throughout the Class Action.
- 2.2.3 The amount of \$1,000,000 plus HST shall be reserved for payment of the Administrator's fees and the amount of \$100,000 shall be reserved for payment of the Administrator's disbursements to be paid in accordance with the Part 18 of this Plan.
- 2.2.4 The balance of the Settlement Sum, following payment or reservation of amounts set out in subparagraphs 2.2.1, 2.2.2 and 2.2.3 shall be segregated into four pools of funds to be allocated in the following manner:

- 2.2.4.1 Forty percent (40%) of the balance shall be allocated as the Highway 6 Class Fund and distributed to Class Members of the Highway 6 Class in accordance with the provisions set out below;
- 2.2.4.2 Thirty Seven and One-half percent (37.5%) of the balance shall be allocated as the Caledonia Business Class Fund and distributed to Class Members of the Caledonia Business Class in accordance with the provisions set out below;
- 2.2.4.3 Twenty percent (20%) of the balance shall be allocated as the Property Occupiers Class Fund and distributed to Class Members of the Property Occupiers Class in accordance with the provisions set out below; and
- 2.2.4.4 Two and One-half percent (2.5%) shall be allocated as the Contractors Class Fund and distributed to Class Members of the Contractors Class in accordance with the provisions set out below.

### 3. CALEDONIA BUSINESS CLASS

- 3.1 The Class Members of the Caledonia Business Class include the businesses set out in Schedule "B" hereto.
- 3.2 The Administrator shall make its best efforts to provide Class Members with a Business Application by November 30, 2011.
- 3.3 The Administrator shall receive and review Business Applications in accordance with Part 8 of this Plan.
- 3.4 An Applicant shall qualify as a Class Member if the Applicant establishes to the satisfaction of the Administrator that the Applicant falls within the definition set out in subparagraph 1.1.6.
- 3.5 Class Members shall be compensated for their economic loss during the period February 28, 2006 to December 31, 2009 in an amount as determined by the Administrator on the basis of a successful Business Application adjudicated in accordance with this Plan.

#### Payment – Options 1, 2 and 3

##### *Options 1 and 2*

- 3.6 On or before February 28, 2012, the Administrator shall authorize a payment by Class Counsel out of the Caledonia Business Class Fund to Class Members ("qualifying Class Members") whose Business Applications, accompanied by a duly executed Release, are postmarked no later than January 15, 2012, are made pursuant to Options 1 or 2 as provided in the Business Application and are approved by the Administrator following adjudication. Payment by Class Counsel shall be made on or before March 31, 2012.
  - 3.6.1 In the case of a Business Application pursuant to Option 1, the payment shall be in the amount of \$5,000.
  - 3.6.2 In the case of a Business Application pursuant to Option 2, the payment shall be the lesser of the claim, net of Collateral Benefits, as approved following adjudication and \$25,000.



*Option 3*

- 3.7 On or before May 15, 2012, the Administrator shall authorize payment by Class Counsel out of the Caledonia Business Class Fund to the Class Members ("qualifying Class Members") whose Business Applications, accompanied by a duly executed Release, are postmarked no later than March 31, 2012, are made pursuant to Option 3 as provided in the Business Application and are accepted by the Administrator following adjudication. The payment shall be the lesser of the claim, net of Collateral Benefits, as approved following adjudication and \$25,000. Payment by Class Counsel shall be made on or before June 30, 2012.

Surplus Payment – Options 2 and 3

- 3.8 On or before May 31, 2012, the Administrator shall authorize, out of any surplus in the Caledonia Business Class Fund following the payments described in subparagraphs 3.6.2 and 3.7, one or more surplus payments in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Caledonia Business Class Fund) to qualifying Class Members under Options 2 and 3 in the lesser of the amount of the tranche and the unpaid balance, if any, of the qualifying Class Members' claims, net of Collateral Benefits and the initial and any prior surplus payments, subject always to a maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, of \$100,000. Payment by Class Counsel shall be made on or before June 30, 2012.
- 3.9 In the event of a surplus in the Caledonia Business Class Fund following the payments provided in subparagraph 3.8, the Administrator may authorize further payments pursuant to sub-paragraph 3.8 on the basis of an increase in the maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, from \$100,000 in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Caledonia Business Class Fund), until the claims of qualifying Class Members under Options 2 and 3 are paid in full or the Caledonia Business Class Fund is exhausted.

**4. HIGHWAY 6 CLASS**

- 4.1 The Class Members of the Highway 6 Class include the businesses set out in Schedule "B" hereto.
- 4.2 The Administrator shall make its best efforts to provide Class Members with a Business Application by November 30, 2011.
- 4.3 The Administrator shall receive and review Applications in accordance with Part 8 below.
- 4.4 An Applicant shall qualify as a Class Member if the Applicant establishes to the satisfaction of the Administrator that the Applicant falls within the definition set out in subparagraph 1.1.22.
- 4.5 Class Members shall be compensated for their economic loss during the period February 28, 2006 to December 31, 2009 in an amount as determined by the Administrator on the basis of a successful Business Application adjudicated in accordance with this Plan.

Initial Payment – Options 1, 2 and 3

*Options 1 and 2*

- 4.6 On or before February 28, 2012, the Administrator shall authorize a payment by Class Counsel out of the Highway 6 Class Fund to Class Members ("qualifying Class Members") whose Business Applications, accompanied by a duly executed Release, are postmarked no later than January 15, 2012, are made pursuant to Options 1 or 2 as provided in the Business Application and are approved by the Administrator following adjudication. Payment by Class Counsel will be made on or before March 31, 2012.

- 4.6.1 In the case of a Business Application pursuant to Option 1, the payment shall be in the amount of \$5,000.
- 4.6.2 In the case of a Business Application pursuant to Option 2, the payment shall be the lesser of the lesser of the claim, net of Collateral Benefits, as approved following adjudication and \$25,000.

*Option 3*

- 4.7 On or before May 15, 2012, the Administrator shall authorize payment by Class Counsel out of the Highway 6 Class Fund to the Class Members ("qualifying Class Members") whose Business Applications, accompanied by a duly executed Release, are postmarked no later than March 31, 2012, are made pursuant to Option 3 as provided in the Business Application and are accepted by the Administrator following adjudication. The payment shall be the lesser of the claim as adjudicated, net of Collateral Benefits, and \$25,000. Payment by Class Counsel will be made on or before June 30, 2012. Payment by Class Counsel shall be made on or before June 30, 2012.

Surplus Payment – Options 2 and 3

- 4.8 On or before May 31, 2012, the Administrator shall authorize, out of any surplus in the Highway 6 Class Fund following the payments described in subparagraphs 4.6.2 and 4.7, one or more surplus payments in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Highway 6 Class Fund) to qualifying Class Members under Options 2 and 3 in the lesser of the amount of the tranche and the unpaid balance, if any, of the qualifying Class Members' claims, net of Collateral Benefits and the initial and any prior surplus payments, subject always to a maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, of \$100,000. Payment by Class Counsel shall be made on or before June 30, 2012.
- 4.9 In the event of a surplus in the Highway 6 Class Fund following the payments provided in sub-paragraph 4.8, the Administrator may authorize further payments pursuant to sub-paragraph 4.8 on the basis of an increase in the maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, from \$100,000 in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Highway 6 Class Fund), until the claims of qualifying Class Members under Options 2 and 3 are paid in full or the Highway 6 Class Fund is exhausted.

**5. CONTRACTORS CLASS**

- 5.1 The Class Members of the Contractors Class include the businesses set out in Schedule "C" attached.
- 5.2 For the purpose of identifying additional Class Members, Class Counsel shall cause to be published in the *Regional News This Week* as soon as practicable following the approval of this Plan an advertisement in the form set out in Schedule "F".
- 5.3 The Administrator shall make its best efforts to provide Class Members with a Contractors Application by November 30, 2011.
- 5.4 The Administrator shall receive and review Contractors Applications in accordance with Part 8 below.
- 5.5 An Applicant shall qualify as a Class Member if the Contractors Application establishes to the satisfaction of the Administrator that the Applicant falls within the definition set out in subparagraph 1.1.17.
- 5.6 Class Members shall be compensated for their contractual loss resulting from the frustration of their contracts to provide services or supplies by the occupation of the Douglas Creek Estates, in an amount as

determined by the Administrator on the basis of a successful Contractors Application approved following adjudication in accordance with this Plan.

Payment

- 5.7 On or before May 15, 2012, the Administrator shall authorize payment by Class Counsel out of the Contractors Class Fund to Class Members ("qualifying Class Members") whose Contractors Applications, accompanied by a duly executed Release, are postmarked no later than March 31, 2012, and are accepted by the Administrator following adjudication, in the lesser of the amount claimed, net of Collateral Benefits, and \$25,000. Payment by Class Counsel shall be made on or before June 30, 2012.

Surplus Payment(s)

- 5.8 On or before May 31, 2012, the Administrator shall authorize, out of any surplus in the Contractors Class Fund following the initial payment described in subparagraph 5.7, one or more surplus payments in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Contractors Class Fund), to qualifying Class Members in the lesser of the amount of the tranche and the unpaid balance, if any, of the qualifying Class Members' claims, net of Collateral Benefits and the initial and any prior surplus payments, subject always to a maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, of \$100,000. Payment by Class Counsel shall be made on or before June 30, 2012.
- 5.9 In the event of a surplus in the Contractors Class Fund following the payments provided in sub-paragraph 5.8, the Administrator may authorize further payments pursuant to sub-paragraph 5.8 on the basis of an increase in the maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, from \$100,000 in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Contractors Class Fund), until the claims of qualifying Class Members are paid in full or the Contractors Class Fund is exhausted.

**6. PROPERTY OCCUPIERS CLASS**

- 6.1 The Class Members of the Property Occupiers Class are those persons who occupied, with the consent of the registered title holder or lessee, the properties set out in Schedule "D" during the Occupation Period.
- 6.2 For the purpose of identifying Class Members, the Administrator shall cause a title search to be done at the Land Registry Office Haldimand (No. 18) at Cayuga, Ontario to identify the registered title holder(s) for each of the properties listed in Schedule "E" during the Occupation Period.
- 6.3 The Administrator shall make its best efforts to provide the registered title holder(s) described in subparagraph 6.2 with a Property Occupiers Application by November 30, 2011.
- 6.4 The Administrator may solicit and rely upon the representation of the registered title holder(s) described in subparagraph 6.2 as to the identity of any lessee(s) of the relevant property during the Occupation Period and shall make its best efforts to provide such identified lessee(s) with a Property Occupiers Application as soon as practicable.
- 6.5 The Administrator shall receive and review submitted Property Occupiers Applications in accordance with Part 8 below.
- 6.6 Class Members shall be compensated for impacts experienced on a per property basis and not *per capita*, in an amount determined by the Administrator by reference to the compensation factor for the relevant property as listed in Schedule "E", on the basis of a successful Property Occupiers Application adjudicated in accordance with this Plan.

- 6.7 For the purpose of adjudicating a Property Occupiers Application, the Administrator may solicit and rely upon the undertaking of the Applicant to share equitably any compensation awarded pursuant to subparagraph 6.6 with other Class Members with whom such Applicant shared occupancy of the property that is the subject of the Property Occupiers Application.
- 6.8 Where a successful Applicant occupied the property from February 28, 2006 continuously throughout the Occupation Period, the Applicant shall be entitled to receive compensation calculated using 100% of the factor for the relevant property as set out in Schedule "E".
- 6.9 Where a successful Applicant occupied the property from February 28, 2006 until at least July 4, 2006, the Applicant shall be entitled to receive compensation calculated using 90% of the factor for the relevant property as set out in Schedule "E".
- 6.10 Where a successful Applicant occupied the property from February 28, 2006 until at least June 4, 2006, the Applicant shall be entitled to receive compensation calculated using 85% of the factor for the relevant property as set out in Schedule "E".
- 6.11 Where a successful Applicant occupied the property from February 28, 2006 until at least April 20, 2006, the Applicant shall be entitled to receive compensation calculated using 50% of the factor for the relevant property as set out in Schedule "E".
- 6.12 For greater certainty, the payments provided for in subparagraphs 6.8, 6.9, 6.10 and 6.11 are payable in the alternative and not in the aggregate.
- 6.13 On or before February 28, 2012, the Administrator shall authorize an initial payment out of the Property Occupiers Class Fund to Applicants whose Property Occupiers Applications, accompanied by a duly executed Release, are postmarked no later than January 15, 2012, and are accepted by the Administrator following adjudication. Payment by Class Counsel shall be made on or before March 31, 2012.
- 6.14 On or before May 31, 2012, the Administrator shall authorize, out of any surplus in the Property Occupiers Class Fund following the initial payments described in subparagraph 6.13, a further *pro rata* payment to the Applicants described in subparagraph 6.13. Payment by Class Counsel shall be made on or before June 30, 2012.

## **7. COMPENSATION ELIGIBILITY AND COVERAGE**

- 7.1 An Estate may apply for any compensation the Class Member could have applied for, but for his or her death.

## **8. PROCESS FOR DETERMINING COMPENSATION**

### **8.1 Application**

- 8.1.1 An Applicant who wishes to apply for compensation shall do so by submitting an Application to the Administrator.

### **8.2 Supporting Documentation and Information**

- 8.2.1 The Application is designed to provide to the Administrator with the information necessary to adjudicate the claim. However, the Administrator may, in its discretion, audit an Application and for that purpose require supporting documentation, including receipts, income, financial and other information that the Administrator in its discretion considers relevant to the adjudication of the claim.

8.2.2 For the purpose of the audit referred to in subparagraph 8.2.1, the Administrator may require an Applicant to complete a consent form authorizing the Administrator to obtain the documents information directly from third parties.

8.3 Consents Regarding Personal Information

8.3.1 An Applicant shall consent to his or her personal information being released to the Administrator.

8.3.2 Where an Application is made on behalf of a deceased person, the Applicant shall provide the consent of the deceased person's personal representative.

8.3.3 Where an Application is made on behalf of a person under a power of attorney, the Applicant shall provide the consent of the individual's attorney.

8.3.4 Where an Application is made on behalf of an individual (not a minor under the age of 18) who has a guardian, the Applicant shall provide the consent of the guardian.

8.4 Adjudication

8.4.1 The Administrator shall adjudicate each Application in accordance with the provisions of this Plan.

8.4.2 The adjudication will be independent of Ontario.

8.4.3 The Administrator shall not undertake the adjudication until all required proof is submitted to the satisfaction of the Administrator.

8.5 Proof of Claims and Standard of Review of Application

8.5.1 In undertaking an adjudication, the Administrator shall determine, on a balance of probabilities, whether:

8.5.1.1 the Applicant is a Class Member; and

8.5.1.2 the Applicant is entitled to compensation under the Plan.

8.5.2 The Administrator may determine that an Applicant is a Class Member although the Applicant is not listed in the attached Schedules, provided that the Administrator is satisfied on a balance of probabilities that the Applicant falls within the definition of the relevant Class as set out in Part 1 of this Plan.

8.6 Compensation Determination

8.6.1 In undertaking an adjudication, the Administrator shall determine whether compensation is payable in accordance with this Plan and, if so, in what amount. The Administrator will communicate its decision to the Applicant in the form of a Compensation Determination. If the Administrator determines that compensation is not payable, the Administrator will also provide Reasons in writing for its determination, which may where appropriate be in a standard form.

8.7 Response to Compensation Determination

8.7.1 *Where No Right of Appeal*

8.7.1.1 In the case of:

8.7.1.1.1 a Business Application made pursuant to Option 1 or Option 2, as those options are described in Appendix 1, or

8.7.1.1.2 a Property Occupiers Application,

the determination of the Administrator as set out in the Compensation Determination is final and is not subject to review or appeal.

8.7.2 *Where a Right of Appeal for Reconsideration*

8.7.2.1 In the case of:

8.7.2.1.1 a Business Application under Option 3 as that option is described in Appendix 1, or

8.7.2.1.2 a Contractors Application,

the Applicant may, in response to the determination of the Administrator as set out in the Compensation Determination:

8.7.2.1.3 accept the award of compensation as provided in the Compensation Determination by delivering to the Administrator an appropriately completed Response, accompanied by a duly executed Release; or

8.7.2.1.4 reject the award of compensation or the denial of compensation as provided in the Compensation Determination and appeal for reconsideration of the Application, by delivering to the Administrator an appropriately completed Response.

8.7.3 *Deadline for Appeals*

8.7.3.1 The deadline for appeals is thirty (30) days following the date of the Compensation Determination. A Response requesting an appeal postmarked after that date shall be of no effect and the decision of the Administrator shall be deemed final.

8.7.4 *Appeal Procedure*

8.7.4.1 The appeal shall be undertaken by a Panel of three Administrators and shall not include the Administrator whose determination is the subject of the appeal.

8.7.4.2 The Panel shall review the Application, Compensation Determination and, where applicable, Reasons. The Panel may approve or vary the amount awarded in the Compensation Determination. In making its determination the Panel has the same authority as the Administrator whose determination is the subject of the appeal.

8.7.4.3 The determination of the Panel following is final and binding and not subject to review or appeal.

8.7.5 *Reserve*

8.7.5.1 In the event of one or more appeals and for the purpose of ensuring the availability of funding, the Administrator, in consultation with Class Counsel, shall authorize the establishment of a reserve fund in respect of the amount that could be awarded as a result of the appeal(s), and the reserve fund shall be deducted from the Settlement Sum otherwise available for distribution and deposited into a separate interest bearing trust account pending the outcome of the appeal(s).

8.7.6 *Further Comfort*

8.7.6.1 In the event of one or more appeals and in order to ensure the availability of funding of compensation awarded pursuant to this Plan, the Administrator may:

8.7.6.1.1 in establishing the reserve fund provided for in sub-paragraph 8.7.5.1, consult with legal, accounting and actuarial experts, whose fees and disbursements shall be paid out of the Settlement Sum;

8.7.6.1.2 notwithstanding any other provision in this Plan, direct Class Counsel to reduce or suspend compensation payments; and

8.7.6.1.3 take such other steps to preserve the integrity of this Plan as it may in its discretion deem appropriate.

9. **NO ADMISSION OF LIABILITY**

9.1 Neither the establishment of this Plan nor the payment of any compensation under this Plan constitutes an admission of liability by Ontario or any Certified Defendant.

10. **CONFIDENTIALITY OF INFORMATION**

10.1 Any information created or obtained by any person, organization or governmental body involved in administering this Plan is confidential and, except as required by law, shall be used and disclosed only for the purpose of administering this Plan.

11. **RETENTION AND DISPOSAL OF RECORDS**

11.1 The Administrator will retain the information created, compiled or obtained in the course of administration of this Plan as the Judge may direct.

11.2 On the termination of this Plan, all documents collected or compiled in the course of the administration of this Plan shall be disposed of as the Judge may direct.

12. **APPLICATION DEADLINE**

12.1 The deadline for Applications under this Plan is March 31, 2012. Applications submitted after the deadline will not be considered.

13. **TERMINATION OF THIS PLAN**

13.1 This Plan shall terminate on a date to be ordered by the Judge.

14. **OPT-OUTS AND RELEASES ALREADY GIVEN**

14.1 Any Class Member who has opted out of the Class Action or signed a release in favour of the Certified Defendants with respect to any claim that is the subject of the Class Action shall be precluded from making an Application under this Plan, unless in the latter case the release otherwise provides.

15. **RELEASE EFFECTIVE UPON PAYMENT**

15.1 As part of an Application, an Applicant may be required to submit a duly executed Release that will be deemed to be submitted in escrow and will be released from escrow upon payment to the Applicant.

**16. COLLATERAL BENEFITS**

16.1 If an Applicant is entitled to compensation under this Plan and has received compensation under:

16.1.1 the Business Recovery Program that was available to businesses in Haldimand County, funded by the Government of Ontario and administered by the County of Haldimand, or,

16.1.2 the Financial Assistance Program that was available to property owners adjacent to the Douglas Creek Estates and was administered by the Ministry of Municipal Affairs;

the amounts received by the Applicant under either plan ("Collateral Benefits") shall be deducted from the compensation to which the Applicant is otherwise entitled under this Plan.

**17. SURPLUS SETTLEMENT FUNDS**

17.1 If, after the completion of the administration of this Plan there are settlement funds remaining, such surplus funds shall be repaid to Ontario.

**18. APPOINTMENT AND SUPERVISION OF THE ADMINISTRATOR**

18.1 The Judge shall have the power to appoint and replace the Administrator as may be necessary for the proper administration and operation of the Plan.

18.2 For the purpose of appointing the Administrator, the judge shall review and approve the Administrator's budget and the Administrator's Agreement. For greater certainty, approval of the Administrator's budget and Agreement shall constitute approval of the Administrator's fee and fee payment schedule as set out in the Agreement.

18.3 Following its appointment, the Administrator shall administer this Plan and shall report to the Judge in a manner that the Judge directs.

18.4 The Judge may appoint an auditor and order an audit of the records of the Administrator relating to the administration of this Plan, the costs of which shall be paid out of the Settlement Sum. In the event of an audit, the Administrator shall establish a reserve in respect of the related costs by analogy to subparagraph 8.75 and may take other steps by analogy to subparagraph 8.76 to ensure the availability of funding of compensation awards made pursuant to this Plan.

**19. ADMINISTRATION OF THIS PLAN**

19.1 The Judge may make such order as the Judge considers necessary for the due operation and administration of this Plan, upon notice to the Administrator, Class Counsel and the Crown.

19.2 The Administrator, Class Counsel or the Crown may apply to the Judge for directions concerning the due operation and administration of this Plan, including the determination of eligibility and the adjudication of Applications, at any time.

19.3 The Judge may appoint an assistant, whose costs as fixed by the Judge shall be paid out of the Settlement Sum. In the event of such an appointment, the Administrator shall establish a reserve in respect of the costs of the assistant by analogy to subparagraph 8.75 and may take other steps by analogy to subparagraph 8.76 to ensure the availability of funding of compensation awards made pursuant to this Plan.



20. **AMENDMENT OF THIS PLAN**

21.1 This Plan may be amended by order of the Judge, in accordance with the provisions of the *Class Proceedings Act, 1992*, on notice to the Administrator, Class Counsel and the Crown.

**SCHEDULE "A"**

**LIST OF CALEDONIA BUSINESS CLASS MEMBERS**

<b>No.</b>	<b>Business</b>	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
1	AA Jones Optical	245 Argyle St. S.	Caledonia	Ontario	N3W 1K7
2	Abbey's Appliance Repair Services	4-4 Caithness St. W.	Caledonia	Ontario	N3W 1B9
3	AFP Wealth Management	2-41 Caithness St. W.	Caledonia	Ontario	N3W 2J2
4	Dr. James Aldridge	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
5	All-Inclusive Fishing & Cruising Charters Inc.	45 Caithness St. E.	Caledonia	Ontario	N3W 1L5
5	Ancaster Conveying Systems Ltd.	611 Argyle St. N.	Caledonia	Ontario	N3W 1M1
6	Bank of Montreal	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
7	BB Gas & Convenience & Car Wash	115 Argyle St. S.	Caledonia	Ontario	N3W 1J1
8	The Beer Store	272 Argyle St. S.	Caledonia	Ontario	N3W 1K7
9	Benedict & Ferguson	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
10	BJ's Distributing	4 Burke Dr.	Caledonia	Ontario	N3W 1C3
11	BMD Racing & Fabricating	127 Argyle St. S., Unit 4	Caledonia	Ontario	N3W 1J1
12	Body Waves Fitness Ltd.	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
13	Brian's Auto Service	80 Argyle St. N.	Caledonia	Ontario	N3W 1B9
14	Business Management Support Services	84 Argyle St. N.	Caledonia	Ontario	N3W 1B9
15	Caledonia Auto Sales & Service	351 Argyle St. S.	Caledonia	Ontario	N3W 1K7
16	Caledonia Auto Supply	172 Argyle St. N.	Caledonia	Ontario	N3W 2J7
17	Caledonia Bait & Tackle	192 Caithness St. W.	Caledonia	Ontario	N3W 1B2
18	Caledonia Convenience	307 Argyle St. S.	Caledonia	Ontario	N3W 1K7
19	Caledonia Exhaust & Rad	221 Argyle St. N.	Caledonia	Ontario	N3W 1K9
20	Caledonia Foto Source	345 Argyle St. S.	Caledonia	Ontario	N3W 1L8
21	Caledonia Music Centre	248 Argyle St. S.	Caledonia	Ontario	N3W 1K7
22	Caledonia Studio of Dance	11 Argyle St. N.	Caledonia	Ontario	N3W 1B6
23	Caledonia Taxi/ Mr. J's Taxi	23 Balmoral Cr.	Caledonia	Ontario	N3W 1E6
24	Caledonia Veterinary Clinic	248 Argyle St. S.	Caledonia	Ontario	N3W 1K7
25	Caledonia Video	172 Argyle St. N.	Caledonia	Ontario	N3W 2J7
26	Canadian Tire Associate Store	365 Argyle St. S.	Caledonia	Ontario	N3W 1Z2
27	Carquest Auto Parts Stores	282 Argyle St. S.	Caledonia	Ontario	N3W 1K8
28	Castle Coin Laundry	131 Argyle St. S.	Caledonia	Ontario	N3W 1J1

29	Cayuga Mutual Fire Insurance Company	86 Argyle St. N.	Caledonia	Ontario	N3W 1B9
30	Cedarlace Lane Gifts & Crafts	20 Argyle St. N.	Caledonia	Ontario	N3W 1B6
31	Chan's Good Food Restaurant	68 Argyle St. N.	Caledonia	Ontario	N3W 1B9
32	CIBC	31 Argyle St. N.	Caledonia	Ontario	N3W 1B6
33	Cindora Automotive Sales	1 Alabastine Ave.	Caledonia	Ontario	N3W 1K9
34	The Coach House Gift Shoppe	39 Argyle St. N. P.O. Box 2064	Caledonia	Ontario	N3W 2G6
35	Cornerstone Tap & Grill	40 Argyle St. N.	Caledonia	Ontario	N3W 1B8
36	Cuff n Link Jewellers	46 Argyle St. N.	Caledonia	Ontario	N3W 1B8
37	Dairy Queen	232 Argyle St. S.	Caledonia	Ontario	N3W 1K8
38	Dew Drop Inn	282 Argyle St. S.	Caledonia	Ontario	N3W 1K7
39	Don's Barber Shop	15 Argyle St. N.	Caledonia	Ontario	N3W 1B6
40	Dostal IDA Pharmacy	245 Argyle St. S.	Caledonia	Ontario	N3W 1K7
41	Econo Tech Auto	221 Argyle St. N.	Caledonia	Ontario	N3W 1K9
42	Edwards Designs Inc.	1812 Hwy 54	Caledonia	Ontario	N3W 1W3
43	Ray C Edwards Realty	1464 Hwy 54	Caledonia	Ontario	N3W 1V8
44	Michael Evers Financial Services	139 Argyle St. N., P.O. Box 2106	Caledonia	Ontario	N3W 2G6
45	Facets Jewellery & Gifts	245 Argyle St. S.	Caledonia	Ontario	N3W 1K7
46	Family Dental Services Ltd.	45 Caithness St. E.	Caledonia	Ontario	N3W 15
47	Farm Mutual Financial Services	127 Argyle St. S.	Caledonia	Ontario	N3W 1J1
48	First Choice Hair Cutters	263 Argyle St. S.	Caledonia	Ontario	N3W 1K7
49	Dr. Richard E. Fox	45 Caithness St. E., Suite 1	Caledonia	Ontario	N3W 1L5
50	FunTrek Tours/Lil's Ceramics	70 Argyle St. N.	Caledonia	Ontario	N3W 1B9
51	Gallery Framing & Photo	17 Argyle St. N.	Caledonia	Ontario	N3W 1B6
52	Godfather Pizza & Subs	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
53	Gord's	451 Argyle St. S.	Caledonia	Ontario	N3W 1Z2
54	James Gordon & Sons Lumber	651 Hwy 6 P.O. Box 2085	Caledonia	Ontario	N3W 2G6
55	Gourmet Pet Treats Inc.	290 Argyle St. N.	Caledonia	Ontario	N3W 1K9
56	Gowling & Associates	204-11 Argyle St. N.	Caledonia	Ontario	N3W 1B6
57	Grand Chow Mein House & Tavern	22 Argyle St. N.	Caledonia	Ontario	N3W 1B6
58	Grand Erie Business Centre	11 Argyle St. N., Suite 207	Caledonia	Ontario	N3W 1B6

59	Grand River Florist	18 Argyle St. N.	Caledonia	Ontario	N3W 1B7
60	Grand River Gallery	52 Argyle St. N.	Caledonia	Ontario	N3W 1B9
61	Grand River Home Hardware	169 Argyle St. S.	Caledonia	Ontario	N3W 1J1
62	Grand River Sachem	3 Sutherland St. W.	Caledonia	Ontario	N3W 1C1
63	Grand River Veterinary Hospital	228 Argyle St. N.	Caledonia	Ontario	N3W 1K9
64	Grand Valley Models Ltd.	39 Argyle St. N.	Caledonia	Ontario	N3W 2G6
65	Grandview Home & Building Inspections	1204 Hwy 54	Caledonia	Ontario	N3W 2G9
66	Greg Chadd Marketing	245 Argyle St. S.	Caledonia	Ontario	N3W 1K7
67	H & R Block/Upper Canada Group	37 Caithness St. E.	Caledonia	Ontario	N3W 2G6
68	Hald-Nor Community Credit Union Ltd.	22 Caithness St. E., P.O. Box 2135	Caledonia	Ontario	N3W 2G6
69	Haldimand House Gift Shoppe, Beanery & Café	22 Argyle St. S., P.O. Box 2041	Caledonia	Ontario	N3W 2G6
70	Haldimand Insurance Brokers Ltd.	5 Caithness St. W.	Caledonia	Ontario	N3W 1B7
71	Haldimand Massage Therapy	11 Argyle St. N., Suite 201	Caledonia	Ontario	N3W 1B6
72	Hasty Market	263 Argyle St. S.	Caledonia	Ontario	N3W 1K7
73	Julie Henning, CA	41 Caithness St. W., Unit 2	Caledonia	Ontario	N3W 2J2
74	Home 'N Hearth Craftworks	37 Argyle St. N.	Caledonia	Ontario	N3W 1B8
75	Hoppe's New Wave Pool & Spa Service	265 Argyle St. N., Unit 3	Caledonia	Ontario	N3W 1K9
76	Injury Rehabilitation Centre	245 Argyle St. S.	Caledonia	Ontario	M3W 1K7
77	Jester Marketing Inc.	290 Argyle St. N.	Caledonia	Ontario	N3W 1K9
78	A E Jones Bakery	26 Argyle St. N.	Caledonia	Ontario	N3W 1B7
79	Jumbo Convenience	172 Argyle St. N.	Caledonia	Ontario	N3W 2J7
80	KFC Kentucky Fried Chicken	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
81	Knock on Wood	159 Argyle St. N.	Caledonia	Ontario	N3W 1K9
82	Lameque Quality Group	4 Caledonia Dr.	Caledonia	Ontario	N3W 1H2
83	Lasting Impressions Hair Design	4 Argyle St. N.	Caledonia	Ontario	N3W 1B6
84	Lawrence's Sporting Goods	5-282 Argyle St. S.	Caledonia	Ontario	N3W 1K8
85	LCBO Store	309 Argyle St. S.	Caledonia	Ontario	N3W 1K7
86	Letro-Net Canada Limited	595 Argyle St. N.	Caledonia	Ontario	N3W 1M1
87	Lisa Unlimited	53 Argyle St. N.	Caledonia	Ontario	N3W 1B8
88	M&M Meat Shops Ltd.	345 Argyle St. S.	Caledonia	Ontario	N3W 1L8

89	MacDonald Real Estate Ltd.	245 Argyle St. S.	Caledonia	Ontario	N3W 1K7
90	McDonald Restaurants	282 Argyle St. S.	Caledonia	Ontario	N3W 1K8
91	Miller Funeral Chapel Ltd.	29 Cayuga St. N.	Caledonia	Ontario	N3W 1B7
92	Mister Beer U Brew (Caledonia) Inc.	265 Argyle St. N.	Caledonia	Ontario	N3W 1K9
93	Molly's Back Porch	14 Argyle St. N.	Caledonia	Ontario	N3W 1B6
94	Nick's Pizzeria & Sandwich Place	307 Argyle St. S.	Caledonia	Ontario	N3W 1K7
95	North Wind Equipment Sales	290 Argyle St. N.	Caledonia	Ontario	N3W 1K9
96	Only Deals	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
97	Only One Dollar	282 Argyle St. S.	Caledonia	Ontario	N3W 1K8
98	Outlooks Landscape & Design	220 MacCrae Dr.	Caledonia	Ontario	N3W 1K6
99	Patrick's Hair Design Esthetics & Tanning	282 Argyle St. S.	Caledonia	Ontario	N3W 1K8
100	Personal Care Clinic	245 Argyle St. S.	Caledonia	Ontario	N3W1K7
101	Pioneer Petroleum Gas Bar	83 Argyle St. N.	Caledonia	Ontario	N3W 1B8
102	Douglas L. Plank, Chartered Accountant	6 Caithness St. W.	Caledonia	Ontario	N3W 1C1
103	Pressmens-Hastings Printing Ltd.	71 Argyle St. N.	Caledonia	Ontario	N3W 1B8
104	Promark Motorsport International Inc./Raceline	172 Argyle St. N.	Caledonia	Ontario	N3W 2J7
105	Quik Computer Inc.	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
106	The Regional News - This Week	345 Argyle St. S.	Caledonia	Ontario	N3W 1L8
107	Riverside Travel	45 Caithness St. E.	Caledonia	Ontario	N3W 1L5
108	Mike Rowell RMT	14 Caithness St. E.	Caledonia	Ontario	N3W 1L4
109	Royal LePage MacDonald Real Estate	245 Argyle St. S.	Caledonia	Ontario	N3W 1K7
110	Ruffin's Pet Centre	282 Argyle St. S.	Caledonia	Ontario	N3W 1K8
111	Salvation Army Thrift Store	11 Argyle St. N.	Caledonia	Ontario	N3W 1B6
112	Dennis Searles Chevrolet Oldsmobile Ltd.	160 Argyle St. S.	Caledonia	Ontario	N3W 1K7
113	Sears Canada Inc. Catalogue Store	282 Argyle St. S.	Caledonia	Ontario	N3W 1K8
114	Signs Now	265 Argyle St. N.	Caledonia	Ontario	N3W 1K9
115	Simply Supreme Fries	172 Argyle St. N.	Caledonia	Ontario	N3W 2J7
116	Slack Lumber & Supplies Ltd.	172 Argyle St. N.	Caledonia	Ontario	N3W 2J7
117	Something More	21 Argyle St. N.	Caledonia	Ontario	N3W 1B6
118	Spratt's Food & Dollar Store	55 Argyle St. N.	Caledonia	Ontario	N3W 1B8
119	St. George Arms	345 Argyle St. S.	Caledonia	Ontario	N3W 1L8
120	Stan's Subs	307 Argyle St. S.	Caledonia	Ontario	N3W 1K7
121	Sterling Motors Caledonia	221 Argyle St. S.	Caledonia	Ontario	N3W 1K7
122	Subway Sandwiches & Salads	345 Argyle St. S.	Caledonia	Ontario	N3W 1L8
123	Suncoast Real Estate Services Inc.	22 Argyle St. S.	Caledonia	Ontario	N3W 2G7

124	Sunwaves Tanning	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
125	Sutton Group/Innovative Realty	166 Renfrew St. E.	Caledonia	Ontario	N3W 1E9
126	The New You Hair & Esthetics Salon	127 Argyle St. S.	Caledonia	Ontario	N3W 1J1
127	The Oasis Classic Food Co. Inc.	22 Argyle St. S., P.O. Box 2041	Caledonia	Ontario	N3W 2G6
128	This 'N' That	269 Argyle St. N.	Caledonia	Ontario	N3W 1K9
129	Tim Horton Donuts	360 Argyle St. S.	Caledonia	Ontario	N3W 2K7
130	Tim Horton Donuts	172 Argyle St. N.	Caledonia	Ontario	N3W 2J7
131	Tim-Br-Mart	2 Greendale Dr.	Caledonia	Ontario	N3W 1H8
132	Ken Timson Auto Body Ltd.	19 Sutherland St. E., P.O. Box 2002	Caledonia	Ontario	N3W 2G6
133	Murt Timson Auto Service Ltd.	1 Sutherland St. E.	Caledonia	Ontario	N3W 1B9
134	TLC 'N' Company Inc.	290 Argyle St. N.	Caledonia	Ontario	N3W 1K9
135	Turf Tamers	387 Argyle St. S.	Caledonia	Ontario	N3W 1Z2
136	Two Grannies and A Grill	3345 6th Line, R.R. #2	Caledonia	Ontario	N3W 2G7
137	UAP Auto Parts	127 Argyle St. S.	Caledonia	Ontario	N3W 1J1
138	Uptime productivity Specialists Inc.	3 Caledonia Ave.	Caledonia	Ontario	N3W 2L1
139	The Vac Shop	80 Argyle St. N.	Caledonia	Ontario	N3W 1B9
140	Video 99	345 Argyle St. S.	Caledonia	Ontario	N3W 1L8
141	Video Shop & Balloony	282 Argyle St. S.	Caledonia	Ontario	N3W 1K8
142	Village Hair Design & Barber Shop	46 Argyle St. N.	Caledonia	Ontario	N3W 1B8
143	Watermake South	265 Argyle St. N.	Caledonia	Ontario	N3W 1K9
144	Webcraft Ltd./Ad-Rite Specialties	345 Argyle St. S.	Caledonia	Ontario	N3W 1L8
145	Dr. Rick Wiersma	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8
146	Wiggies Pizza Wings & More	43 Argyle St. N.	Caledonia	Ontario	N3W 1B8
147	Winegard Motors Ltd.	140 Argyle St. S.	Caledonia	Ontario	N3W 1E5
148	Zehrs Market	322 Argyle St. S.	Caledonia	Ontario	N3W 1K8

**SCHEDULE "B"**

**LIST OF HIGHWAY 6 CLASS MEMBERS**

<b>No.</b>	<b>Business</b>	<b>Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
1	All-Mix Concrete Products	5 Marathon St., P.O. Box 190	Hagersville	Ontario	N0A 1H0
2	Almas R F Company Ltd.	5 Marathon St.	Hagersville	Ontario	N0A 1H0
3	AM Custom Built Kitchen Cabinet Manufacturing	32 Industrial Dr.	Caledonia	Ontario	N3W 1H8
4	Alumco Inc.	1070 Kohler Rd., P.O. Box 823	Cayuga	Ontario	N0A 1E0
5	Ancaster Conveying Systems Ltd.	611 Argyle St. N.	Caledonia	Ontario	N3W 1M1
6	Anders Contracting/Black Top Enterprises Ltd.	P.O. Box 340	Hagersville	Ontario	N0A 1H0
7	Applegate & James Country Furniture	656 Hwy 6, Unit 3	Caledonia	Ontario	N3W 1M6
8	Art Service Office Supply	35 Main St. N., P.O. Box 277	Hagersville	Ontario	N0A 1H0
9	Robert B. Awde Financial Services	20 Main St. N.	Hagersville	Ontario	N0A 1H0
10	B & F Cycle Shack	675 Hwy 6 South	Hagersville	Ontario	N0A 1H0
11	Bailey & Linklater Ltd.	2151 Main St. N.	Jarvis	Ontario	N0A 1J0
12	Bailey Developments	24 Main St. N.	Hagersville	Ontario	N0A 1H0
13	Baker Leigh Concrete Forming Ltd.	R.R. #1	Hagersville	Ontario	N0A 1H0
14	Balloon Boutique	31 Monson St.	Jarvis	Ontario	N0A 1J0
15	Becker Milk Co. Ltd.	4 Talbot St.E.	Jarvis	Ontario	N0A 1J0
16	The Beer Store	55 Main St.N.	Hagersville	Ontario	N0A 1H0
17	R A Bennett Insurance Broker ltd.	26 Main St. N.	Hagersville	Ontario	N0A 1H0
18	Blossoms Country Flower & Gift Shoppe	13 King St.E.	Hagersville	Ontario	N0A 1H0
19	Boston Creek Transport Ltd.	130 Caithness St.E.	Caledonia	Ontario	N3W 1C2
20	Bowen Building Supplies Ltd.	30 Alma St. N.	Hagersville	Ontario	N0A 1H0
21	Buttons & Bows Co-Operative Preschool of Haldimand Inc.	13 Alma St. N.	Hagersville	Ontario	N0A 1H0
22	Caledonia Garden Centre	652 Hwy 6	Caledonia	Ontario	N3W 1M6
23	Caledonia Mini Storage	21 Industrial Dr.	Caledonia	Ontario	N3W 1H8

24	Caledonia Paint & Paper	656 Hwy 6, Unit 2	Caledonia	Ontario	N3W 1M6
25	Caledonia Tire & Automotive	657 Hwy 6	Caledonia	Ontario	N3W 1M3
26	Capital Equipment Rentals	85 Talbot St. E.	Jarvis	Ontario	N0A 1J0
27	Cavanagh IDA Pharmacy	6 Main St. S.	Hagersville	Ontario	N0A 1H0
28	CGC Inc.	R.R. #2	Hagersville	Ontario	N0A 1H0
29	Coles School of Welding	15 Greens Rd.	Caledonia	Ontario	N3W 1G1
30	Creighton Motor Repairs	93 Main St. S. P.O. Box 1078	Hagersville	Ontario	N0A 1H0
31	D&D's Diner	2091 Main St. N.	Jarvis	Ontario	N0A 1J0
32	D&N Construction Inc.	7 Elizabeth St.	Jarvis	Ontario	N0A 1J0
33	Dave's Autobody	13 Green Rd.	Caledonia	Ontario	N3W 1X1
34	Dave's Small Engine Repairs	1534 Hwy 54 E	Caledonia	Ontario	N3W 1W2
35	Davidson's Electric Ltd.	R.R. #4	Hagersville	Ontario	N0A 1H0
36	W DeBoer Custom Machining Ltd.	14 Tuscarora St., P.O. Box 1120	Hagersville	Ontario	N0A 1H0
37	DeSantis Industrial Springs & Stamping Inc.	12 Alma St. S.	Hagersville	Ontario	N0A 1H0
38	Dixie Lee Chicken & Seafood	28 Main St. S.	Hagersville	Ontario	N0A 1H0
39	Donna's Beauty Lounge	28 King St. W.	Hagersville	Ontario	N0A 1H0
40	Dolittle Welding	R.R. #6	Hagersville	Ontario	N0A 1H0
41	Double T Cattle Equipment	R.R. #1, Hwy 3 East	Jarvis	Ontario	N0A 1J0
42	Dover Interiors	36 Wardell Cr.	Hagersville	Ontario	N0A 1H0
43	J M Duggan Associates	22 John St.	Hagersville	Ontario	N0A 1H0
44	W J Elliott & Sons Ltd.	2026 Main St. N.	Jarvis	Ontario	N0A 1J0
45	EM's Plumbing and Heating	4 Cheapside St.	Hagersville	Ontario	N0A 1H0
46	Erie O Wood Products	1211 Conc 6, R.R. #1	Jarvis	Ontario	N0A 1J0
47	Fleming Motors	86 Main St. S.	Hagersville	Ontario	N0A 1H0
48	Flowerday Country Markets Inc.	R.R. #1	Jarvis	Ontario	N0A 1J0
49	Fred's Meat Products	R.R. #1	Hagersville	Ontario	N0A 1H0
50	Georgia Pacific Canada Inc.	350 Argyle St. N.	Caledonia	Ontario	N3W 1M2
51	Gibson Glass & Mirror	26 King St. W.	Hagersville	Ontario	N0A 1H0



52	Godfather Pizza & Subs	20 Main St. N.	Hagersville	Ontario	N0A 1H0
53	Golden Cactus Restaurant	2005 Main St. N.	Jarvis	Ontario	N0A 1J0
54	Golden Crown Unisex Hairstyling & Skin Care	2 Hunter St.	Hagersville	Ontario	N0A 1H0
55	Good Evening	26 Main St. S.	Hagersville	Ontario	N0A 1H0
56	Gourmet Pet Treats Inc.	290 Argyle St. N.	Caledonia	Ontario	N3W 1K9
57	Gown & Crown Design Studio	33 Marley Cr.	Jarvis	Ontario	N0A 1J0
58	Grand Mill Fence	R.R. #3	Caledonia	Ontario	N3W 2B4
59	Grand Mills Pontiac Buick Ltd.	64 Main St. N.	Hagersville	Ontario	N0A 1H0
60	H & R Block	46 King St. W.	Hagersville	Ontario	N0A 1H0
61	Hagersville Auction Centre & Livestock Exchange	R.R. #3	Hagersville	Ontario	N0A 1H0
62	Hagersville Auto Body	27 Main St. S.	Hagersville	Ontario	N0A 1H0
63	Hagersville IGA	32 King St. E.	Hagersville	Ontario	N3W 1H0
64	Hagersville Inn	51 King St. W.	Hagersville	Ontario	N0A 1H0
65	Hagersville Jewellers Ltd.	11 Main St. N.	Hagersville	Ontario	N0A 1H0
66	Hagersville Laundromat	95 Main St. N.	Hagersville	Ontario	N0A 1H0
67	Hagersville Precast Concrete Products	Main St. S., P.O. Box 178	Hagersville	Ontario	N0A 1H0
68	Hagersville Recycling & Auto Wrecking Ltd.	29 Main St. N.	Hagersville	Ontario	N0A 1H0
69	Hagersville Veterinary Services	8 Parkview Rd.	Hagersville	Ontario	N0A 1H0
70	Hair Design by Dana	148 King St. E.	Hagersville	Ontario	N0A 1H0
71	Haldimand County Hydro	1 Greendale Dr.	Caledonia	Ontario	N3W 2J3
72	Haldimand Press	5 John St., P.O. Box 369	Hagersville	Ontario	N0A 1H0
73	Haldimand Taxi	881 Haldibrook Rd.	Caledonia	Ontario	N3W 1N5
74	Haldimand-Norfolk Hearing Clinic	King St. & Parkview Rd.	Hagersville	Ontario	N0A 1H0
75	Hardtop Paving	24 Main St. N.	Hagersville	Ontario	N0A 1H0
76	Harrison's Landing	410 Hwy 6 S., R.R. #6	Hagersville	Ontario	N0A 1H0
77	Hawke Drywall Inc.	68 King St. E.	Hagersville	Ontario	N0A 1H0
78	Heaslip Motors (1992) Ltd.	18 Main St. S.	Hagersville	Ontario	N0A 1H0
79	W J Heaslip Farm Supplies	R.R. #2	Hagersville	Ontario	N0A 1H0

80	Heckett MultiServ Canada	P.O. Box 400	Jarvis	Ontario	N0A 1J0
81	Mel Henderson Motors Company Ltd.	97 Main St. S.	Hagersville	Ontario	N0A 1H0
82	Hewitt Painting & Decorating	74 King St. E.	Hagersville	Ontario	N0A 1H0
83	Hewitt's Dairy Limited - Dairy Bar	Hwy 6	Hagersville	Ontario	N0A 1H0
84	Hewitt's Dairy Limited/Hewitt's Natural Food Store	128 King St. E.	Hagersville	Ontario	N0A 1H0
85	Hielema Construction	10 Lions Crt.	Jarvis	Ontario	N0A 1J0
86	Hockley's Landscaping & Tree Services	662 Hwy 6 N.	Caledonia	Ontario	N3W 1M6
87	House of Stitches	42 King St. W.	Hagersville	Ontario	N0A 1H0
88	Dr. Greg C. Hutchinson	91 Williamson Dr.	Caledonia	Ontario	N3W 1A4
89	Don Hyde Marine Ltd.	Hwy 6 S.	Hagersville	Ontario	N0A 1H0
90	ICC	33 Main St. S.	Hagersville	Ontario	N0A 1H0
91	Ind-Comm Electric Inc.	31 Seneca St.	Caledonia	Ontario	N3W 1E4
92	Inlay Creations Inc.	70 Conc 17, R.R. #1	Hagersville	Ontario	N0A 1H0
93	Jarvis Food Market	2013 Main St. N.	Jarvis	Ontario	N0A 1J0
94	Jarvis Travel	2045 Main St. N.	Jarvis	Ontario	N0A 1J0
95	Jarvis Village Restaurant	R.R. #1	Jarvis	Ontario	N0A 1J0
96	Jewels of Jarvis	123 Talbot St. E.	Jarvis	Ontario	N0A 1J0
97	JMS Mechanical & Machine Design	119 Oneida Second Line	Hagersville	Ontario	N0A 1H0
98	Joan's Country Crafts	R.R. #3	Jarvis	Ontario	N0A 1J0
99	K&R Read-Mix (1971) Ltd.	5 Marathon St., P.O. Box 190	Hagersville	Ontario	N0A 1H0
100	K-9 Pets	R.R. #4	Hagersville	Ontario	N0A 1H0
101	Killiman Zoo	R.R. #6	Hagersville	Ontario	N0A 1H0
102	Jerry Kreller Dry Wall	27 Church St.	Hagersville	Ontario	N0A 1H0
103	KRTS Transportation Specialists Inc.	23 Industrial Dr.	Caledonia	Ontario	N3W 1H8
104	L&B Country Mart/Watkins Home Products	R.R. #1 (Springvale)	Hagersville	Ontario	N0A 1H0
105	Lafarge Canada Inc.	Hagersville Quarry, P.O. Box 39	Hagersville	Ontario	N0A 1H0
106	Laidlaw Carriers Inc.	Hwy 6, P.O. Box 430	Hagersville	Ontario	N0A 1H0
107	Lake Erie Steel Company	R.R. #1	Jarvis	Ontario	N0A 1J0

108	Lawry Shooting Sports Inc.	27 Industrial Dr., P.O. Box 2153	Caledonia	Ontario	N3W 2G6
109	Lea's Ladies Wear Boutique	9 Main St. N.	Hagersville	Ontario	NOA 1H0
110	Len's Automotive & Performance	2002 Main St. N.	Jarvis	Ontario	NOA 1J0
111	Robert Lindsay Ltd.	R.R. #1	Hagersville	Ontario	NOA 1H0
112	Long Transport Inc.	3rd Line Rd.	Hagersville	Ontario	NOA 1H0
113	Lowbank Farms Ltd.	R.R. #3	Hagersville	Ontario	NOA 1H0
114	Loyalist (Opheim) Insurance Brokers Ltd.	65 Main St. S.	Hagersville	Ontario	NOA 1H0
115	Mac's Convenience	55 Main St. N.	Hagersville	Ontario	NOA 1H0
116	Mackenzie Tire Inc.	61 Main St. S.	Hagersville	Ontario	NOA 1H0
117	L F Mattice Farms & Trucking	R.R. #1	Hagersville	Ontario	NOA 1H0
118	David McCullough Real Estate Appraisals	P.O. Box 764	Hagersville	Ontario	NOA 1H0
119	McTear Water Haulage	967 Fourth Line, R.R. #3	Caledonia	Ontario	N3W 2B4
120	Mercer & Dickson	16 King St. E., P.O. Box 465	Hagersville	Ontario	NOA 1H0
121	Metalarc Wire Products Inc.	23 Hwy 6	Hagersville	Ontario	NOA 1H0
122	Mi-Car Crafters Inc.	12 John St.	Hagersville	Ontario	NOA 1H0
123	Michaud Toys	41 Talbot St. E., P.O. Box 59	Jarvis	Ontario	NOA 1J0
124	Middleport General Store	52 King St. W.	Hagersville	Ontario	NOA 1H0
125	Mitchell's Pumping Service	R.R. #1	Jarvis	Ontario	NOA 1J0
126	Mohawk Marina	R.R. #2	Lowbanks	Ontario	NOA 1K0
127	Neil Montague Construction Ltd.	R.R. #1	Jarvis	Ontario	NOA 1J0
128	Monty's Beesness	R.R. #1, 16th Conc Rd. W.	Hagersville	Ontario	NOA 1H0
129	W D Moody Concrete Ltd.	R.R. #2	Lowbanks	Ontario	NOA 1K0
130	Morton's Furniture and Woodworking	28 Argyle St. N.	Caledonia	Ontario	N3W 1B7
131	Mothers Totally Mobile Auto Glass		Hagersville	Ontario	NOA 1H0
132	Murphy Refrigeration Heating & Air Conditioning	Reg Rd. 20	Hagersville	Ontario	NOA 1H0
133	Nanticoke Sandblasting & Painting	201 Reg Rd 55	Jarvis	Ontario	NOA 1J0
134	Nelson Aggregate	514 Dry Lake	Hagersville	Ontario	NOA 1H0

135	Nelson Steel				Caledonia	Ontario	NOA 1L0
136	Nicholson & Cates Ltd.	15 Alabastine Ave.			Caledonia	Ontario	N3W 1K9
137	Nights of Jarvis	2004 Main St. S.			Jarvis	Ontario	NOA 1J0
138	Night Music	43 King St. W.			Hagersville	Ontario	NOA 1H0
139	Nixon Watertrux	54 Tuscarora St.			Hagersville	Ontario	NOA 1H0
140	Nolan Crane Rental Ltd.	7 Railway St.			Hagersville	Ontario	NOA 1H0
141	Norfolk Co-Operative Co. Ltd.	26 Tuscarora St.			Hagersville	Ontario	NOA 1H0
142	Ray Norton Excavating Ltd.	2004 Main St. N.			Jarvis	Ontario	NOA 1J0
143	Nottingham's Truck Service Ltd.	Hwy 6			Hagersville	Ontario	NOA 1H0
144	McBurney Transport Ltd.	80 Third Line, P.O. Box 427			Hagersville	Ontario	NOA 1H0
145	Olde Country Jewellers & Gifts	12 King St. W.			Hagersville	Ontario	NOA 1H0
146	Oneida Concrete Company	R.R. #3, Hwy 6			Hagersville	Ontario	NOA 1H0
147	Oneida Movers	R.R. #2			Caledonia	Ontario	N3W 1Y6
148	Partner Automotive & Industrial Supply Inc.	15 Church St. W.			Hagersville	Ontario	NOA 1H0
149	Paul's Sporting Goods	42 King St. W.			Hagersville	Ontario	NOA 1H0
150	Paulmac's Pet Food	39 King St. E., P.O. Box 517			Hagersville	Ontario	NOA 1H0
151	PD Computer Services	Hwy 6 N., P.O. Box 880			Hagersville	Ontario	NOA 1H0
152	Pharmasave Health Centre	30 Main St. N.			Hagersville	Ontario	NOA 1H0
153	Phil's PC Support	4010 Park St.			Jarvis	Ontario	NOA 1J0
154	Pioneer Petroleum Gas Bar	85 Main St. S.			Hagersville	Ontario	NOA 1H0
155	Precise Plumbing & Heating Ltd.	75 Main St. S.			Hagersville	Ontario	NOA 1H0
156	Princess Submarine & Restaurant	12 Main St. N.			Hagersville	Ontario	NOA 1H0
157	Prinzen & Son Ltd.	R.R. #1			Jarvis	Ontario	NOA 1J0
158	Proplant Propagation Services Ltd.	2401 Hwy 6, R.R. #3			Jarvis	Ontario	NOA 1J0
159	Purrs 'N' Paws Pet Foods	R.R. #3			Jarvis	Ontario	NOA 1J0
160	Quarry Road Restaurant	3819 Hwy 6, R.R. #5			Hagersville	Ontario	NOA 1H0
161	Quigley Contracting	3 Industrial Dr.			Caledonia	Ontario	N3W 1H8
162	Proplant Propagation Services Ltd.	2401 Hwy 6, R.R. #3			Jarvis	Ontario	NOA 1J0
163	R&K Systems	4436 River Rd.,			Caledonia	Ontario	N3W 1T7

		R.R. #1				
164	Ralston Purina Canada Inc.		50 Orkney St. W.	Caledonia	Ontario	N3W 1B1
165	Ramey's Masonry		677 Abbey St.	Caledonia	Ontario	N3W 1R7
166	RC Plumbing & Electrical Ltd.		2517 Hwy 3, R.R. #1	Jarvis	Ontario	N0A 1J0
167	Rebound Resources Inc.		19 Argyle St. N.	Caledonia	Ontario	N3W 2G6
168	Red Star Portable Toilet Service		36 Main St. N.	Hagersville	Ontario	N0A 1H0
169	Regional Bakery		89 Main St. S.	Hagersville	Ontario	N0A 1H0
170	Reid's Farm Market		670 Hwy 6, R.R. 3	Hagersville	Ontario	N0A 1H0
171	Rhodia Canada Inc.		109 Siddall Rd.	Lowbanks	Ontario	N0A 1K0
172	Rick Richardson Construction Ltd.		4 Brant City Rd. 22	Caledonia	Ontario	N3W 2G9
173	Riverside Refractories Canada Ltd.		R.R. #3	Hagersville	Ontario	N0A 1H0
174	RPM Used Vehicles		R.R. #5	Hagersville	Ontario	N0A 1H0
175	RSG Auto Sales Inc.		957 Hwy 6 S.	Caledonia	Ontario	N3W 1Z6
176	Sandusk Golf Club		R.R. #1	Jarvis	Ontario	N0A 1J0
177	Sayer's Home Hardware & Radio Shack		11-15 Main St. S.	Hagersville	Ontario	N0A 1H0
178	Vern Schaeffer Excavating Ltd.		1486 Sawmill Rd.	Caledonia	Ontario	N3W 2G6
179	Bud Searles Chevrolet & Oldsmobile Ltd.		11 Talbot St. E.	Jarvis	Ontario	N0A 1J0
180	Sears Canada Inc. Catalogue Store		35 Main St. N.	Hagersville	Ontario	N0A 1H0
181	Sears Canada Inc. Catalogue Store		2006 Main St. N.	Jarvis	Ontario	N0A 1J0
182	Shear Heaven		36 King St. W.	Hagersville	Ontario	N0A 1H0
183	Shewfelt & Dezainde Construction Ltd.		20 Carrick St.	Hagersville	Ontario	N0A 1H0
184	Smithy's Village Variety		2010 Main St. S.	Jarvis	Ontario	N0A 1J0
185	Soleno Inc./E Pipe		304 Conc 11, Bldg 7, R.R. #5	Hagersville	Ontario	N0A 1H0
186	Special Touch Flower & Gift Boutique		101 Main St. S.	Hagersville	Ontario	N0A 1H0
187	Spirit Ware		R.R. #6	Hagersville	Ontario	N0A 1H0
188	Spring Garden Restaurant		22 Main St. S.	Hagersville	Ontario	N0A 1H0
189	Springwater Spas & Pools		30 Main St. N.	Hagersville	Ontario	N0A 1H0
190	Sundrin Golf Club		925 Hwy 6 S.	Caledonia	Ontario	N3W 1Z6

191	Sunnybrook Farms	440 Reg. Rd. 29	Caledonia	Ontario	N3W 1Y1
192	Super Duper Discount	2 Main St. N.	Hagersville	Ontario	N0A 1H0
193	C N Suter Ltd.	2355 Reg. Rd. 9, R.R. #4	Hagersville	Ontario	N0A 1H0
194	Synergy Salon & Spa	12 Alma St. S.	Hagersville	Ontario	N0A 1H0
195	T&M Associates	2474 Reg. Rd. 9, R.R. #4	Hagersville	Ontario	N0A 1H0
196	TDS - Total Distribution Systems Ltd.	304 Conc 11, R.R.#5	Hagersville	Ontario	N0A 1H0
197	Teal's Pure Pork Sausage	R.R. #1	Hagersville	Ontario	N0A 1H0
198	The Glass Guy Inc.	660 Hwy 6	Caledonia	Ontario	N3W 1M6
199	Tietz Water Haulage	R.R. #1	Jarvis	Ontario	N0A 1J0
200	Tim's Tires Inc.	36 Main St. N.	Hagersville	Ontario	N0A 1H0
201	Tim-Br-Mart	2 Greendale Dr.	Caledonia	Ontario	N3W 1H8
202	Toby's	R.R. #6	Hagersville	Ontario	N0A 1H0
203	Total Forest Industries Ltd.	304 Conc 11, R.R. #5	Hagersville	Ontario	N0A 1H0
204	Transport Sales & Service	21 Industrial Dr.	Caledonia	Ontario	N3W 1H8
205	Unique Designs Florists Ltd.	2003 Main St. N.	Jarvis	Ontario	N0A 1J0
206	Universal Machines Manufacturing	97 Talbot St. E.	Jarvis	Ontario	N0A 1H0
207	Vandehaar Carpets	656 Hwy 6	Caledonia	Ontario	N3W 1W6
208	VanAmerongen & Son Inc.	460 Hwy 6, R.R. #3	Hagersville	Ontario	N0A 1H0
209	Video 99	18 Main St. N.	Hagersville	Ontario	N0A 1H0
210	Virreps Greenhouses	2990 Hwy 6	Jarvis	Ontario	N0A 1J0
211	Wardell's Factory Warehouse	6 King St. W.	Hagersville	Ontario	N0A 1H0
212	Wayne's TV	138 King St. E., R.R. #2	Hagersville	Ontario	N0A 1H0
213	Weid-Fab Enterprises	1097 Hatdibrook Rd.	Caledonia	Ontario	N3W 1N5
214	Wellings Auto Service Inc.	953 Hwy 6 S.	Caledonia	Ontario	N3W 1Z6
215	Wilkinson Ready Mix Concrete	79 Reg. Rd. 55	Nanticoke	Ontario	N0A 1L0
216	Willow Grove Antiques	967 Hwy 6 S	Caledonia	Ontario	N3W 1Z8
217	Winger's Custom Cabinets	144 Main St. S.,	Hagersville	Ontario	N0A 1H0

		R.R. #5			
218	World's Finest Shows	41 Reg. Rd. 9, P.O. Box 310	Hagersville	Ontario	N0A 1H0
219	Wrinkleberry Lane	50 Main St. S.	Hagersville	Ontario	N0A 1H0
220	You Name It We Frame It	2018 Main St. N.	Jarvis	Ontario	N0A 1J0

SCHEDULE "C"

LIST OF CONTRACTORS CLASS MEMBERS

No.	Name	Contact	Address	Services
1.	J.P. Woolley Surveying Ltd.	P. Woolley		surveying
2.	Edwards Painting	D. Edwards		painting
3.	Wiseman Plumbing	F. Wiseman		plumbing
4.	The Sneath Group	F. Sneath		mechanical
5.	TimBr Mart	TimBr Mart		lumber supplies
6.	ReMax Escarpment Realty	Mark Will		real estate agents
7.	The Brant Flooring Co. Inc.	B. Veldman		flooring
8.	Royal LePage State Realty	G. Santi		real estate agents
9.	Cedariane Landscaping Inc.	R. Haverkamp		landscaping
10.	Tartan Lighthouse	T. Cooper		supplies



**SCHEDULE "D"**

**LISTING OF MUNICIPAL ADDRESSES INCLUDED IN  
PROPERTY OCCUPIERS CLASS**

<b>Street</b>	<b>Numbers</b>
Oneida Rd.	290, 386
Sixth Line	29, 107, 110, 131
Argyle Street South	381, 387, 393, 416, 470, 475, 518
Caledon Court	1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 20, 22, 23, 24, 26, 27
Celtic Drive	46, 48, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92
Thistlemoor Drive	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 65, 67, 69
Kinross Street	120, 208, 216, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239
Braemar Avenue	66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162
Burnside Drive	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23
Glengarry Crescent	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60
MacCrae Drive	126, 132, 144, 150, 156, 162, 168, 174, 180, 186, 192, 198, 202, 208, 214, 220, 226, 232, 238, 244, 250, 256, 262, 264, 268, 270, 274, 276, 280, 282, 286, 288, 292, 294, 298, 304, 310, 316, 324, 328, 334, 340, 346, 352, 358, 364
Dundee Drive	108, 114, 120, 126, 132, 138
Stirling Street	131, 134, 135, 139
Peebles Street	155, 161, 167, 173
Forfar Street West	250
Haldimand Hwy 54	2096, 2108
Williamson Drive	79, 85, 91, 97, 103, 109, 113, 119, 125, 131, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173
Morrison Dr.	179, 188, 194, 200, 206, 212, 218, 224, 230, 236, 242, 248, 254, 260, 266, 272, 278, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 340

**SCHEDULE "E"**

**PROPERTY OCCUPIERS CLASS COMPENSATION FACTORS**

<b>Zone</b>	<b>Municipal Address</b>	<b>Factor</b>
<b>1</b>	Sixth Line (29, 107,110, 131)	.342
<b>2</b>	Argyle Street South (381, 387, 393, 416, 470, 475, 518) Thistlemoor Drive (2, 4, 6, 8, 10, 12,14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 65, 67, 69) Braemar Avenue (110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162)	.263
<b>3</b>	Thistlemoor Drive (1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41) Braemar Avenue (121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141) Kinross Street (216, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239) MacCrae Drive (202, 208, 214, 220, 226, 232, 238, 244, 250, 256, 262, 264, 268, 270, 274, 276, 280, 282, 286, 288, 292, 294, 298) Forfar Street West (250)	.184
<b>4</b>	Oneida Road (290) Braemar Avenue (66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108) Burnside Drive (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23) Glengarry Crescent (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60) Stirling Street (131, 135, 139)	.125
<b>5</b>	Oneida Road (386) Kinross Street (120, 208) MacCrae Drive (126, 132, 144, 150, 156, 162, 168, 174, 180, 186, 192, 198) Dundee Drive (108, 114, 120, 126, 132, 138) Peebles Street (155, 161, 167, 173)	.059

<b>6</b>	<p>Caledon Court (1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 20, 22, 23, 24, 26, 27)</p> <p>Celtic Drive (46, 48, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92)</p> <p>MacCrae Drive (304, 310, 316, 324, 328, 334, 340, 346, 358, 364)</p> <p>Stirling Street (134)</p> <p>Haldimand Hwy 54 (2096, 2108)</p> <p>Williamson Drive (79, 85, 91, 97, 103, 109, 113, 119, 125, 131, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173)</p> <p>Morrison Drive (179, 188, 194, 200, 206, 212, 218, 224, 230, 236, 242, 248, 254, 260, 266, 272, 278, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 340)</p>	.026
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#### APPORTIONMENT BY TIME

Time Period	Percentage
February 28, 2006 to April 20, 2006	50%
February 28, 2006 to June 6, 2006	85%
February 28, 2006 to July 4, 2006	90%
February 28, 2006 to date	100%

#### DESCRIPTION OF ZONES

Zone	Legend	Impacts Experienced
1	Highest Impact	Delegation of policing to Six Nations and subjected to frequent gunfire, loud noises, smoke, verbal assaults, personal property damage, ATVs, camouflaged protestors, high volume of traffic, checkpoints
2	High Impact	Adjacent to DCE and subjected to frequent gunfire, loud noises, smoke, verbal assaults, personal property damage, ATV traffic in backyards, camouflaged protestors, high volume of traffic, checkpoints, bright lights, surveillance of school
3	Significant Impact	Subjected to frequent gunfire, loud noises, smoke, verbal assaults, camouflaged protestors, ATV traffic in backyards, high volume of traffic, checkpoints, bright lights, surveillance of school
4	Medium Impact	Subjected to frequent gunfire, loud noises, smoke, high volume of traffic, checkpoints, bright lights, surveillance of school
5	Low Impact	Subjected to smoke, high volume of traffic, checkpoints, surveillance of school
6	Lowest Impact	Subject to smoke from brushfires lit on April 20, 2006 and infrequent ATV activity by protestors

**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  
Tel: (416) 964-7497  
Fax: (416) 925-8122

The Administrator will provide you with an application package.

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

**SCHEDULE G**

**FULL AND FINAL RELEASE**

FOR AND IN CONSIDERATION of the payment of \$ \_\_\_\_\_  
(the "Compensation Amount") 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

## APPENDIX 1

### BUSINESS APPLICATION

#### Background

On July 8, 2011, the Honourable Justice Crane approved the settlement of Ontario Superior Court of Justice Action 114/2006-CP, commenced in Cayuga (the Class Action).

Pursuant to the settlement, a member of either the Caledonia Business Class or the Highway 6 Class, each as described in Schedule A (the "Applicant") may claim compensation on account of economic loss during the period February 28, 2006 to December 31, 2009.

Claims may be made pursuant to one of three (3) options, as described below. Compensation will only be paid for claims that are approved following adjudication. It is expected that the maximum compensation under Options 2 and 3 for approved claims will be \$100,000, less Collateral Benefits as described below. However, Applicants making claims pursuant to Options 2 and 3 with losses in excess of \$100,000 should claim the actual amount of their losses, in the event that funding for compensation in excess of \$100,000 is available.

#### How to Claim Compensation

To claim compensation, an Applicant must submit a completed Application Package, consisting of:

1. this Application, completed so as to indicate which of three (3) application options, described below, the Applicant chooses;
2. the attached Release, as duly signed and witnessed (the Release does not come into effect until a payment is made);
3. in the case of Options 2 and 3, as described below, a duly completed Proof of Loss; and
4. in the case of Options 1, 2 and 3, acceptable identification of the person signing this Application, the Release and any Proof of Loss. Acceptable identification includes a notarized copy of either a current Canadian driver's licence or a current Canadian passport.

The Applicant must submit the completed Application Package by mail to the Settlement Administrator, Global Resolutions Inc., 45 St. Nicholas Street, Toronto ON M4Y 1W6. Applications submitted by fax, email or delivered otherwise than by mail will not be considered. The Applicant is advised to retain a copy of the Application Package as mailed for its records.

**The deadline for submitting Applications is March 31, 2012.** Partial payments may be available in respect of Application Packages submitted before the deadline, as described below. Application Packages postmarked after the deadline will not be considered and the Applicant's entitlement to payment will be considered forfeited. Applicants may wish to use registered mail to document the timely submission of their Application Package.

Where the Application Package is completed on behalf of a class member by an attorney in fact or a guardian, it must be accompanied by a notarized copy of the relevant documentation evidencing the due, lawful and continuing appointment of the attorney in fact or guardian.

Where the Application Package is completed on behalf of a deceased class member by a personal representative, it must be accompanied by a notarized copy of relevant documentation evidencing the due, lawful and continuing appointment of the personal representative.

An Applicant may elect to obtain legal advice in relation to an Application. However, any associated costs are the responsibility of the Applicant and are not recoverable as part of the Application.

## **Application Options**

### **Option 1 – Claiming a Payment without Proof of Loss**

An Applicant may use this option to claim up to \$5,000 without proof of loss.

Applications under Option 1 that are postmarked by January 15, 2012 and accepted following adjudication will be paid on or before March 31, 2012.

By making an Application under this option, the Applicant:

1. waives any entitlement to claim more than \$5,000;
2. acknowledges and agrees that the Application will be adjudicated by the Settlement Administrator, that the Application may be accepted or rejected and that the decision of the Settlement Administrator is final without a right of appeal; and
3. represents and warrants that the Applicant has not opted out of the Class Action or signed a release in favour of the defendants in the Class Action.

### **Option 2 – Claiming a Payment with a Simplified Proof of Loss**

An Applicant may use this option to claim up to \$100,000, less Collateral Benefits, using the attached Simplified Proof of Loss.

Applications under Option 2 that are postmarked by January 15, 2012 and approved following adjudication will be partially paid by March 31, 2012. The partial payment will be the lesser of the approved claim as adjudicated, net of Collateral Benefits, and \$25,000.

In the case of approved claims as adjudicated in excess of \$25,000, a further payment may be made on or before June 30, 2012, to the extent of available funds.

By making an Application under this option, the Applicant:

1. waives any entitlement to a payment under Option 1;
2. acknowledges that the Simplified Proof of Loss under Option 2 is designed to simplify the application process and may not value the Applicant's claim with precise accuracy;
3. agrees to calculate loss of sales on a calendar year basis;
4. agrees to use the gross profit margin specified in the chart accompanying the Simplified Proof of Loss for the industry sector in which the Applicant operates;
5. acknowledges and agrees that the Application is subject to audit;
6. acknowledges and agrees that the Application will be adjudicated by the Settlement Administrator, that it may be accepted in whole or in part or rejected, and that the decision of the Settlement Administrator is final without a right of appeal; and
7. represents and warrants that the Applicant has not:
  - a. opted out of the Class Action or signed a release in favour of the defendants in the Class Action; or
  - b. received Collateral Benefits other than as indicated in the Simplified Proof of Loss.

### **Option 3 – Claiming a Payment with a General Purpose Proof of Loss**

An Applicant may use this option to claim up to \$100,000, less Collateral Benefits, using the attached General Proof of Loss.

The Applicant may choose this option if the Applicant's business does not fall within the industry sectors provided in the Simplified Proof of Loss or if in the Applicant's view Option 2 is otherwise unsuitable.



An Application under Option 3 that is postmarked by the deadline for applications of March 31, 2012 and accepted following adjudication will be partially paid on or before June 30, 2012. The partial payment will be the lesser of the claim as accepted, net of Collateral Benefits, and \$25,000.

In the case of approved claims as adjudicated in excess of \$25,000, a further payment may be made on or before June 30, 2012 to the extent of available funds.

By making an Application under this option, the Applicant:

1. waives any entitlement to a payment under Option 1;
2. waives the use of the Simplified Proof of Loss under Option 2 and assumes the burden of providing appropriate information and documentation in support of its claim;
3. agrees to calculate loss of sales on a calendar year basis;
4. acknowledges and agrees that its claim is subject to audit;
5. acknowledges and agrees that its claim will be adjudicated by the Settlement Administrator and may be accepted in whole or in part or rejected, subject to a limited right of appeal; and
6. represents and warrants that the Applicant has not:
  - a. opted out of the Class Action or signed a release in favour of the defendants in the Class Action; or
  - b. received Collateral Benefits other than as indicated in the General Proof of Loss.

**Option Choice**

The Applicant chooses Option \_\_\_\_.

**Collateral Benefits Received**

In the case of applications pursuant to Option 2 or Option 3, the Applicant represents and warrants that the Applicant has received Collateral Benefits as follows [if none, indicate "nil"]:

Business Recovery Program \$ \_\_\_\_\_

**Consent to Release of Personal Information**

The Applicant, if an individual, consents to the release of his or her personal information as required for the purpose of processing and adjudicating this Application.

**Consent to Release of Information by Third Parties**

The Applicant consents to the release of information by third parties as requested by the Claims Administrator for the purpose of facilitating the adjudication of this Application, including any associated audit.

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

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

I have authority to bind:

\_\_\_\_\_  
(name of Applicant)

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

## Schedule A

### **Caledonia Business Class**

All those persons, including sole proprietors, partnerships, corporations or organizations, who carried on a business, whether for profit or non-profit, on April 20, 2006, with business addresses on Argyle Street between Highway 6 and Green Road and on Caithness Street East or Caithness Street West between Inverness Street and Edinburgh Square in Caledonia, Ontario, and who were in business during the occupation by protestors of the Douglas Creek Estates, the closure of Argyle Street, the interruption of hydro services, the shutdown of the Hydro One Caledonia transformer station, or the occupation of the lands of the Province of Ontario, formerly Douglas Creek Estates.

### **Highway 6 Class**

All those persons, including sole proprietors, partnerships, corporations or organizations, who carried on a business, whether for profit or non-profit, on April 20, 2006, with business addresses on Highway 6 from Highway 3, to Haldibrook Road, and who were in business during the occupation by protestors of the Douglas Creek Estates, closure of Argyle Street, the interruption of hydro services, the shutdown of the Hydro One Caledonia transformer station, or the occupation of the lands of the Province of Ontario, formerly Douglas Creek Estates.

**SCHEDULE B**

**FULL AND FINAL RELEASE**

FOR AND IN CONSIDERATION of the payment of \$ \_\_\_\_\_  
(the "Compensation Amount") 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

**Business Application -- Simplified Proof of Loss**

On behalf of the Applicant identified below and under penalty of law, I submit the following, which I solemnly declare to be true:

Applicant's NAICS Number (if applicable, otherwise indicate "n/a"): \_\_\_\_\_

Industry Sector, from attached chart: \_\_\_\_\_

Gross Profit Margin for Applicant's Industry Sector (see attached chart): \_\_\_\_\_

Base Sales\* (2005 sales on a calendar year basis – enter in Column A below): \$ \_\_\_\_\_

\*to account for inflation, increase Base Sales by 2% per year for 2006 and subsequent years

**Calculation of Claim**

Year	A. Base Sales	B. Sales	C. Loss of Sales (A-B) (if negative enter "nil")	D. Gross Profit Margin	E. Gross Claim (C x D)
1. 2006	\$ _____	\$ _____	\$ _____	_____ %	\$ _____
2. 2007	\$ _____	\$ _____	\$ _____	_____ %	\$ _____
3. 2008	\$ _____	\$ _____	\$ _____	_____ %	\$ _____
4. 2009	\$ _____	\$ _____	\$ _____	_____ %	\$ _____
5. Gross claim before Collateral Benefits (add of Column E, lines 1 + 2 + 3 + 4)					\$ _____
6. Collateral Benefits (Ontario Business Recovery Program) (if none, indicate nil)					\$ _____
7. Net claim after Collateral Benefits (line 5 – line 6) (if negative, indicate nil)					\$ _____

I further solemnly declare that the Applicant has not opted out of the Caledonia class action (Court File No. 114/2006-CP, issued out of the Superior Court of Justice in Cayuga) or signed a release in favour of the defendants in that action.

I further solemnly declare that the total payments received by the Applicant from the Business Recovery Program funded by the Government of Ontario are fully disclosed above.

I further solemnly declare that the Applicant is a subsisting sole proprietorship, partnership, corporation or organization, duly constituted under the laws of the Province of Ontario and the federal laws of Canada.

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

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

\_\_\_\_\_  
Signature

.....  
Commissioner for Oaths or Affidavits

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

Title: \_\_\_\_\_

I have authority to bind the Applicant:

\_\_\_\_\_  
Name of Applicant

## Chart of Industry Sectors

Industry	NAICS	COS (%)	Gross Profit (%)
<b>Retail Trade</b>	44-45	66.8%	33.2%
Motor vehicle and parts dealers	441	74.6%	25.4%
Automotive Parts, Accessories and Tire Stores	4413	64.3%	35.7%
Furniture and Home Furnishing Stores	442	60.0%	40.0%
Electronics and Appliance Stores	443	62.8%	37.2%
Building Material and Garden Equipment and Supplies	444	64.6%	35.4%
Food and Beverage Stores	445	73.8%	26.2%
Grocery Stores	4451	77.0%	23.0%
Health and Personal Care Stores	446	61.2%	38.8%
Gasoline Stations	447	80.0%	20.0%
Clothing and Clothing Accessories Stores	448	55.7%	44.3%
Sporting Goods, Hobby, Book and Music Stores	451	60.8%	39.2%
General Merchandise Stores	452	67.3%	32.7%
Miscellaneous Store Retailers	453	56.3%	43.7%
Non-Store Retailers	454	51.4%	48.6%
<b>Wholesale Trade</b>	41	62.6%	37.4%
Farm Products	411	55.9%	44.1%
Petroleum Products	412	64.1%	35.9%
Food, Beverage and Tobacco	413	70.8%	29.2%
Personal and Household Goods	414	60.9%	39.1%
Motor Vehicles and Parts	415	67.5%	32.5%
Building Materials and Supplies	416	64.5%	35.5%
Machinery, Equipment and Supplies	417	62.2%	37.8%
Miscellaneous wholesale	418	62.6%	37.4%
<b>Manufacturing</b>	31-33	60.1%	39.9%
Food	311	59.9%	40.1%
Beverage and Tobacco	312	47.2%	52.8%
Textile Mills	313	65.4%	34.6%
Clothing	315	60.0%	40.0%
Wood Products	321	64.5%	35.5%
Paper	322	66.0%	34.0%
Petroleum and Coal	324	55.6%	44.4%
Plastics and Rubber	326	65.3%	34.7%
Primary Metal	331	68.0%	32.0%
Fabricated Metal	332	60.9%	39.1%
Machinery	333	61.6%	38.4%
Computers and Electronics	334	53.1%	46.9%
Transportation Equipment	336	63.9%	36.1%
Furniture and Related Products	337	63.9%	36.1%
<b>Professional, Scientific and Technical Services</b>	54	16.1%	83.9%
<b>Health Care and Social Assistance</b>	62	7.1%	92.9%
Nursing and Residential Care Facilities	623	11.6%	88.4%
<b>Transportation and warehousing</b>	48-49	23.0%	77.0%
Rail Transportation	482	12.5%	87.5%
Truck Transportation	484	19.1%	80.9%
Transit and Ground Passenger Transportation	485	15.0%	85.0%
Couriers and Messengers	492	27.3%	72.7%
Warehousing and Storage	493	28.4%	71.6%
<b>Accommodation and Food Services</b>	72	41.5%	58.5%
Accommodation Services	721	24.1%	75.9%
Food services and Drinking places	722	45.0%	55.0%
<b>Other Services (except Public Administration)</b>	81	34.7%	65.3%
Repair and Maintenance	811	50.1%	49.9%
Personal and Laundry Services	812	27.1%	72.9%
<b>Construction</b>	23	54.8%	45.2%
Construction of Buildings	236	62.6%	37.4%
Heavy and Civil Engineering Construction	237	42.4%	57.6%
<b>Agriculture, Forestry, Fishing and Hunting</b>	11	10.6%	89.4%
Crop Production	111	7.0%	93.0%
Animal Production	112	4.0%	96.0%
Fishing, Hunting and Trapping	114	9.8%	90.2%
Support Activities for Agriculture and Forestry	115	28.1%	71.9%
<b>Management of Companies and Enterprises</b>	55	9.6%	90.4%

**Business Application -- General Proof of Loss**

**On behalf of the Applicant identified below and under penalty of law, I submit the following, which I solemnly declare to be true:**

*[Describe and document the losses that your business incurred. To do so, you may wish to compare your 2005 sales, calculated on a calendar year basis ("base sales"), with your sales in calendar 2006, as well as 2007, 2008 and 2009, if applicable. To account for inflation, you may assume that your 2005 base sales would have increased by 2% annually. To calculate your losses, multiply your lost sales for relevant years against a gross profit margin. You may wish to explain why you see the gross profit margin as appropriate. Alternatively, use your own analysis to describe and document the losses that your business incurred. In either case, account for any payments your business received from the Business Recovery Program funded by the Government of Ontario, which reduce your business's losses. Attach additional pages if necessary and enclose copies of relevant documents. Do not send originals.]*

**I further solemnly declare** that the Applicant has not opted out of the Caledonia class action (Court File No. 114/2006-CP, issued out of the Superior Court of Justice in Cayuga) or signed a release in favour of the defendants in that action.

**I further solemnly declare** that the total payments received by the Applicant from the Business Recovery Program funded by the Government of Ontario are fully disclosed above.

**I further solemnly declare** that the Applicant is a subsisting sole proprietorship, partnership, corporation or organization, duly constituted under the laws of the Province of Ontario and the federal laws of Canada.

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

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

\_\_\_\_\_  
Signature

.....  
Commissioner for Oaths or Affidavits

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

Title: \_\_\_\_\_

**I have authority to bind the Applicant:**

\_\_\_\_\_  
Name of Applicant

## APPENDIX 2

### Contractors Class Application

#### Background

On July 8, 2011, the Honourable Justice Crane approved the settlement of Ontario Superior Court of Justice Action 114/2006-CP, commenced in Cayuga (the Class Action).

Pursuant to the settlement, a member of the Contractors Class, as described in Schedule A (the "Applicant") may claim compensation on account of contractual loss resulting from the frustration of the Applicant's contract to provide services or supplies by reason of the occupation of the Douglas Creek Estates.

Compensation will only be paid for claims approved following adjudication. It is expected that the maximum compensation will be \$100,000, less Collateral Benefits as described below. However, Applicants with losses in excess of \$100,000 should claim the actual amount of their losses, in the event that funding for compensation in excess of \$100,000 is available.

Applications that are postmarked by the deadline for applications referred to below of March 31, 2012 and approved following adjudication will be paid by June 30, 2012. In the case of approved claims as adjudicated in excess of \$25,000, a further payment may be made on or before June 30, 2012, to the extent of available funds.

#### How to Claim Compensation

To claim compensation, the Applicant must submit a completed Application Package, consisting of:

1. this completed Application;
2. the attached Release, as duly signed and witnessed (the Release does not come into effect until a payment is made);
3. a duly completed Proof of Loss in the form attached; and
4. acceptable identification of the person signing this Application, the Release and any Proof of Loss. Acceptable identification includes a notarized copy of either a current Canadian driver's licence or a current Canadian passport.

By making an Application the Applicant:

1. acknowledges and agrees that its claim will be adjudicated by the Settlement Administrator and may be accepted in whole or in part or rejected, subject to a limited right of appeal; and
2. represents and warrants that the Applicant has not:
  - a. opted out of the Class Action or signed a release in favour of the defendants in the Class Action; or
  - b. received Collateral Benefits other than as indicated in the General Proof of Loss.

The Applicant must submit the completed Application Package by mail to the Settlement Administrator, Global Resolutions Inc., 45 St. Nicholas Street, Toronto ON M4Y 1W6. Applications submitted by fax, email or delivered otherwise than by mail will not be considered. The Applicant is advised to retain a copy of the Application Package as mailed for its records.

**The deadline for submitting Applications is March 31, 2012.** Application Packages postmarked after the deadline will not be considered and the Applicant's entitlement to payment will be considered forfeited. Applicants may wish to use registered mail to document the timely submission of their Application Package.

Where the Application Package is completed on behalf of an individual class member by an attorney in fact or a guardian, it must be accompanied by a notarized copy of the relevant documentation evidencing the due, lawful and continuing appointment of the attorney in fact or guardian.



Where the Application Package is completed by a personal representative on behalf of a deceased individual, it must be accompanied by a notarized copy of relevant documentation evidencing the due, lawful and continuing appointment of the personal representative.

The Applicant may elect to obtain legal advice in relation to an Application. However, any associated costs are the responsibility of the Applicant and are not recoverable as part of the Applicant's claim.

**Collateral Benefits Received**

The Applicant represents and warrants that the Applicant has received collateral benefits as follows (if none, indicate "nil"):

Business Recovery Program \$ \_\_\_\_\_

**Consent to Release of Personal Information**

The Applicant, if an individual, consents to the release of his or her personal information as required for the purpose of processing and adjudicating this Application.

**Consent to Release of Information by Third Parties**

The Applicant consents to the release of information by third parties as requested by the Claims Administrator for the purpose of facilitating the adjudication of this Application, including any associated audit.

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

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

I have authority to bind:

\_\_\_\_\_  
(name of Applicant)

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

\_\_\_\_\_

## Schedule A

### Contractors Class

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 on March, 2006.

## SCHEDULE B

### FULL AND FINAL RELEASE

FOR AND IN CONSIDERATION of the payment of \$ \_\_\_\_\_  
(the "Compensation Amount") 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

**Contractors Class Application -- Proof of Loss**

**On behalf of the Applicant identified below and under penalty of law, I submit the following, which I solemnly declare to be true:**

*[Describe and document the loss that your business incurred. Attach additional pages if necessary and enclose copies of relevant documents. Do not send originals.]*

**I further solemnly declare** that the Applicant has not opted out of the Caledonia class action (Court File No. 114/2006-CP, issued out of the Superior Court of Justice in Cayuga) or signed a release in favour of the defendants in that action.

**I further solemnly declare** that the total payments received by the Applicant from the Business Recovery Program funded by the Government of Ontario are fully disclosed above.

**I further solemnly declare** that the Applicant is a subsisting sole proprietorship, partnership, corporation or organization, duly constituted under the laws of the Province of Ontario and the federal laws of Canada.

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

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

\_\_\_\_\_  
Signature

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

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

**Title:** \_\_\_\_\_

**I have authority to bind the Applicant:**

\_\_\_\_\_  
Name of Applicant

## APPENDIX 3

### Property Occupiers Application

#### Background

On July 8, 2011, the Honourable Justice Crane approved the settlement of Ontario Superior Court of Justice Action 114/2006-CP, commenced in Cayuga (the Class Action).

Pursuant to the settlement, a member of the Property Occupiers Class, as described in Schedule A (the "Applicant") may claim compensation for impacts experienced relating to the subject matter of the Class Action.

Compensation will only be paid for claims approved following adjudication. Applications that are postmarked by January 15, 2012 and approved following adjudication will be paid by March 31, 2012. Applications that are postmarked after January 15, 2012 and prior to the deadline for applications referred to below of March 31, 2012, will be paid by June 30, 2012.

#### How to Claim Compensation

To claim compensation, the Applicant must submit a completed Application Package, consisting of:

1. this completed Application;
2. the attached Release, as duly signed and witnessed (the Release does not come into effect until a payment is made);
3. a duly completed Proof of Loss in the form attached; and
4. acceptable identification of the person signing this Application, the Release and any Proof of Loss. Acceptable identification includes a notarized copy of either a current Canadian driver's licence or a current Canadian passport.

The Applicant must submit the completed Application Package by mail to the Settlement Administrator, Global Resolutions Inc., 45 St. Nicholas Street, Toronto ON M4Y 1W6. Applications submitted by fax, email or delivered otherwise than by mail will not be considered. The Applicant is advised to retain a copy of the Application Package as mailed for its records.

**The deadline for submitting Applications is March 31, 2012.** Application Packages postmarked after the deadline will not be considered and the Applicant's entitlement to payment will be considered forfeited. Applicants may wish to use registered mail to document the timely submission of their Application Package.

Where the Application Package is completed on behalf of an individual class member by an attorney in fact or a guardian, it must be accompanied by a notarized copy of the relevant documentation evidencing the due, lawful and continuing appointment of the attorney in fact or guardian.

Where the Application Package is completed by a personal representative on behalf of a deceased individual, it must be accompanied by a notarized copy of relevant documentation evidencing the due, lawful and continuing appointment of the personal representative.

The Applicant may wish to obtain legal advice in relation to an Application. However, any associated costs are the responsibility of the Applicant and are not recoverable as part of the Applicant's claim.

**Collateral Benefits Received**

The Applicant represents and warrants that the Applicant has received collateral benefits as follows [if none, indicate "nil"]:

Financial Assistance Program, administered by the Ministry of Municipal Affairs \$\_\_\_\_\_

**Consent to Release of Personal Information**

The Applicant consents to the release of his or her personal information as required for the purpose of processing and adjudicating this Application.

**Consent to Release of Information by Third Parties**

The Applicant consents to the release of information by third parties as requested by the Claims Administrator for the purpose of facilitating the adjudication of this Application, including any associated audit.

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_

## Schedule A

### Property Occupiers Class

All those persons who from February 28, 2006 have occupied real property located within the boundaries and at the addresses set out in Schedule "A" to the February 8, 2010 Certification Order of the Honourable Justice Crane in the Class Action and have been in occupation for one or more of, the occupation by protestors of the Douglas Creek Estates, the closure of Argyle Street, the closure of Highway 6 between Green Road and the junction of Argyle Street South of the occupation of protestors of the property of the Province of Ontario, formerly the Douglas Creek Estates lands.



**SCHEDULE B**

**FULL AND FINAL RELEASE**

FOR AND IN CONSIDERATION of the payment of \$\_\_\_\_\_ (the "Compensation Amount") 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

**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 Business Recovery Program funded by the Government of Ontario 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:** \_\_\_\_\_

\_\_\_\_\_

## SCHEDULE B



**GlobalResolutions**

August 29, 2011

Mr. John Findlay  
Findlay McCarthy LPP  
65 James St. N.  
Hamilton ON L8R 2L5

Re: Caledonia Class Action  
Proposed administration service

Dear Mr. Findlay

This letter describes the terms on which Global Resolutions Inc. ("we") proposes to provide your firm ("you"), in your firm's capacity as class counsel in Ontario Superior Court of Justice Action 114/2006-CP, commenced in Cayuga (the Caledonia class action), claims administration services ("services"), as contemplated by the Caledonia Compensation Plan as approved by the Court (the "Plan"), in relation to the settlement of the Caledonia class action pursuant to Minutes of Settlement dated June 30, 2011, which settlement was approved by Court order by judgment dated July 8, 2011 (the "settlement judgment").

Assuming the proposed terms are agreeable, kindly date, countersign and return this letter. Once countersigned this letter constitutes a binding contract between us.

### **Services to be Provided**

We will:

1. Submit a budget for the services to be provided pursuant to this agreement for court approval. The budget will identify the individuals that will undertake adjudications, as well as a nominal hourly rate for each. Please note, however, that the budget is based on our assessment of the overall cost to be incurred in undertaking the services, including the adjudication functions, on a block fee basis. Our budget therefore provides a range of fees, calculated on a block fee basis, for each aspect of each of the services that we propose to provide. To avoid any confusion, our proposed contract is not based on a specific number of hours to be provided by individuals undertaking specific services. In addition, any requirement to record the time spent on administering and adjudicating each of the claims of 798 currently identified class members would introduce significant administrative complexity and significant associated cost. As a result, our proposed contract is premised, as a term, on our not being required to record or docket time spent in undertaking our contractual duties.

2. Draft a claims package, consisting of a cover letter and application form and related documents, for each of four classes:
  - i. The "Business Class," being the 148 businesses listed in Schedule "A" of the Plan.
  - ii. The "Highway 6 Class," being the 220 businesses listed in Schedule "B" of the Plan.
  - iii. The "Contractors Class," being the 10 contractors listed in Schedule "D" of the Plan.
  - iv. The "Property Occupiers Class," being the occupiers, during the period specified by you, of 420 properties as listed in Schedule "E" of the Plan. The identities of the individuals included in the Property Occupiers Class are unknown. We will incur such disbursements as you instruct to identify those individuals.
3. Draft such additional documents, including audit demands, compensation determinations, reasons for decision, where required, adjudication advisories and other documents as may reasonably be required for the administration of the Plan.
4. Arrange for the delivery of application packages to class members by registered mail, courier or otherwise as you direct and incur disbursements for that purpose.
5. Receive submitted applications, organize the applications properly submitted for adjudication and return those not properly submitted.
6. Satisfy ourselves, to the extent practicable, that all required proof is provided in support of a submitted application.
7. Adjudicate properly submitted applications in accordance with the Plan. Before adjudicating we may in our discretion audit an applicant's claim by requiring such additional information and documentation as we may in our discretion deem appropriate, but in no case will we audit more than 10% of the applications submitted in any one class.
8. Where following adjudication we determine that compensation is payable, complete a compensation determination, which may be in standard form.
9. Where the adjudication results in a denial of compensation, also complete reasons in writing for the decision to deny compensation, which may where appropriate be in standard form.
10. Deliver the compensation determination, as well as reasons for denial where applicable, to the applicant by registered mail, courier or otherwise as you direct, and incur disbursements for that purpose. The compensation determination will be accompanied by a release, as drafted by you in a mutually agreeable form, that releases us, among others, as well as our past and present officers, directors, agents and contractors. The applicant will be instructed to complete and return the release, which will not be in effect until payment is made, in order to receive payment of the adjudicated compensation.
11. Receive and review the response and release. Return for re-execution the response and/or release if not fully completed and duly executed.

12. Deliver a copy of the response and release to you by registered mail, courier or otherwise as you direct, with an adjudication advisory, identifying the class member and authorizing you to issue a cheque in a specified amount to the class member, and incur disbursements for that purpose. Your office will deliver the authorized cheque to the applicant under your cover letter and copy us with both the letter and the cheque.
13. Report to you monthly in writing as to the status of the claims administration in each class, including:
  - i. claims received;
  - ii. claims adjudicated;
  - iii. audits undertaken or in process;
  - iv. compensation determinations delivered;
  - v. reasons for denials delivered;
  - vi. responses received;
  - vii. compensation determinations accepted;
  - viii. appeals requested;
  - ix. adjudication advisories delivered to you.
14. Assist in preparing reserves on account of appeals, as well as in the event of a court-ordered audit or the court-ordered appointment of a court assistant.
15. Process appeals up to a maximum of 10% of the adjudicated claims that are eligible for appeal, using a three person panel that does not include the adjudicator whose compensation determination is the subject of the appeal and that undertakes a paper review of the relevant application and the compensation determination, with authority to uphold or vary the compensation determination.
16. Report to the relevant class member and to you on the results of appeals.
17. Where appropriate in light of requests for appeals, suspend the authorization of compensation payments, in consultation with you.
18. Following the completion of any appeals, authorize further payments out of any available surplus funds.
19. Provide such additional services and incur such additional disbursements as may reasonably be required to complete the claims administration services provided in the Plan. Since we will communicate with claimants by standard form, we will direct any phone, fax or email enquiries to you.
20. Provide you with a final report in writing certifying the completion of the claims administration process.
21. Report to the court as the court may direct.
22. Take appropriate steps to safeguard the privacy of applicants and use and disclose any information obtained from applicants only for the purpose of undertaking the services provided for in this agreement.

23. Maintain secure records of the claims administration process, including all applicants' data and all the information created, compiled or obtained in the course of the services provided for in this agreement as the court may direct.

### Fees

Our fee is calculated as 7.5% of the aggregate value of the funds administered, provided however that our minimum fee is \$1,000,000 plus HST. In the event of unexpected circumstances, we may charge an additional fee plus HST. Unexpected circumstances include but are not limited to the number of appeals exceeding 10% of the adjudicated claims eligible for appeal and the period of time required to complete the claims administration services described above exceeding 12 months. If there is disagreement otherwise as to the existence of unexpected circumstances, we or you may apply to the Court for directions.

Our minimum fee of \$1,000,000 is payable in 10 monthly installments of \$100,000 plus HST beginning the earlier of the date of approval of our budget and this contract and October 1, 2011.

Our fees and HST form a first charge on the settlement funds available for distribution to claimants. Upon countersigning this letter you will set aside \$1,130,000 from the settlement funds to be held in a separate trust account, for the purpose of securing payment of our fees and HST.

### Disbursements

The disbursements that we incur in performing the administration services described above, both internal and external, are extra costs that are not included in our fee.

In order to facilitate the payment of disbursements, we require an advance payment of \$100,000 on account of disbursements that we will incur. We will account for the advance payment in our final account.

### Termination

It is a term of this contract both that our budget and this contract be approved by the court. If the our budget and this contract are not approved by October 1, 2012, we may at our option declare the contract to be terminated, without prejudice to our continuing entitlement under this contract to payment on account of fees, HST and disbursements for services rendered up to the date of termination.

If there is default in the payment of an installment on account of fees we may provide you with written notice by registered mail requiring payment within 10 days of the date of the default. If the default is not rectified within 10 days we may suspend the services described above until the default is rectified. If the default is not rectified within a further 20 days we may at our option declare the contract to be terminated, without prejudice to our continuing entitlement under this contract to payment on account of fees, HST and disbursements for services rendered up to the date of termination.

If following termination there is disagreement as to the amount of our continuing entitlement under this contract to payment on account of fees, HST and disbursements for services rendered up to the date of termination, we or you may request that the issue be mediated or arbitrated on agreeable terms.

**Miscellaneous**

This agreement supercedes any previous agreement and constitutes the entire agreement between us. This agreement may only be amended or varied in writing. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between us other than as expressly set forth in this agreement.

This agreement shall be construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

We trust that these terms are agreeable and look forward to working with you.

Yours very truly,

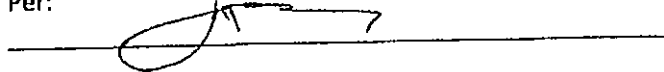


James Dunbar  
Global Resolutions Inc.

Countersigned by way of acceptance this 29th day of  
August, 2011

Findlay McCarthy LPP

Per:





# SCHEDULE C

## Caledonia Class Action

### Budget -- Settlement Administration

Global Resolutions Inc.

7/13/2011

Activity	Fee
<b>A. Preliminary Attendances</b>	<b>\$25,000</b>
1 Meet with class counsel, rep plaintiffs, accountant 2 Review documents (Statement of Claim, Certification Order, Minutes of Settlement, Draft Compensation Plan) 3 Attend court hearing re settlement approval	
<b>B Design</b>	<b>\$75,000</b>
1 Develop budget for court approval 2 Design adjudication options, in consultation with class counsel and accountant 3 Draft adjudication protocol 4 Draft documents required for adjudication including Damages Determination 5 Design claims administration process 6 Draft documents required for claims administration, including: cover letter, application form, Simplified Proof of Loss, General Proof of Loss, Release (review only), Audit Demand, Damages Determination and all miscellaneous and ancillary documents 7 Draft administration protocol 8 Design audit process for 4 sub-classes 9 Draft Notice of Audit and other documents required for audit process 10 Confer with class counsel and rep plaintiffs as required to refine and complete design and obtain any required court approval. 11 Attend court hearings as required by class counsel	

**C Administration**

**\$250,000**

- 1 As a preliminary process for the property occupiers class, retain and instruct to search title on the 420 addresses included in the class.
- 2 Review sub-search results and develop database of current owners
- 3 Receive and review responses, follow-up as required and create database of owners, in consultation with class counsel.
- 4 Once the preliminary process is complete, arrange mailings of appropriate application packages and cover letters to all class members (4 classes, approximately 800 members or owners).
- 5 Arrange delivery of application packages
- 6 Receive submitted applications and review for compliance with application requirements
- 7 Notify applicants of incomplete applications
- 8 Compile database of delivered application packages and compliant and non-compliant applications
- 9 Organize compliant applications by subclass and deliver to adjudicator
- 10 Arrange deliver of Audit Demands as directed by adjudicator
- 11 Receive responses to Audit Demands, organize and deliver to adjudicator
- 12 Receive and organize Damage Determinations by adjudicator
- 13 Deliver Damage Determinations to applicants and class counsel
- 14 Compile database of Damage Determinations for monthly report to class counsel
- 15 Respond to letters, emails and phone calls from applicants
- 16 Consultations between administrators and adjudicators as required
- 17 Miscellaneous tasks to permit orderly administration

**D Adjudication**

**Sub-Total by Class**

**1 Business Class (148 Members)**

**\$175,000 - \$225,000**

This class currently has 148 members. However, it is anticipated that additional businesses will attempt to qualify as members.

**Option 1**

- Option 1 provides for a fixed payment of **\$5,000**.
- The application process under Option 1 does not require a proof of loss.
- In light of the minimal payment and the availability of other options (described below), relatively few class members are expected to choose this option.
- Adjudications under Option 1 entail confirming that the applicant is a class member and that the documents provided in support of the application, including a sworn statutory declaration and release, are regular and complete, and that the applicant has not made an application under any other option.
- Applications under this option are not otherwise subject to audit.
- Following adjudication, the adjudicator will prepare notification indicating either that the application has been disallowed, and the basis for the disallowance, or that the application has been approved and authorizing the fixed payment.
- The adjudicator will confer with the applicant and class counsel to ensure, to the extent practicable within the approved budget, that apparent irregularities in the application are cured prior to the adjudication, to ensure fairness.

## Option 2

- Under Option 2, a class member can apply for payment of up to \$100,000.
- Option 2 requires the submission of a simplified proof of loss in prescribed form.
- The simplified proof of loss requires that the applicant:
  - indicate base sales for 2005
  - indicate loss of sales for each of 2006, 2007, 2008 by reference to 2005 sales.
  - indicate the gross profit margin applicable to lost sales, by reference to a chart.
  - indicate loss profits for each year, using the prescribed lost sales and gross profit margin.
- It is expected that some class members will be attracted by the relative simplicity of the application process. However, the process is inflexible and will not take into account the individual circumstances of each class member, both in relation to the class member's business and the impact of the relevant circumstances on that business. In light of the maximum claims permitted under both this option and Option 3 (below), it is expected that a relatively small number of class members will select this option.
- Applications under the this option are subject to audit, in the discretion of the adjudicator, up to a maximum of 10% of the applications submitted under this option.
- Adjudications under Option 2 again entail confirming that the applicant is a class member and that the documents provided in support of the application, including a sworn statutory declaration and release, are regular and complete, and that the applicant has not made an application under any other option.

- Adjudications under this option also entail a review of the calculations in the Simplified Proof of Loss for compliance with the requirements of the option and accuracy, as well as for reasonableness.
- Following adjudication, the adjudicator will prepare notification in one of three forms, advising the class member:
  - that the application has been disallowed, and the basis for the disallowance
  - that the application has been approved, and authorizing an initial payment of the lesser of the amount claimed and \$25,000
  - that the claim is being audited, with a request for documents.
- In the case of an audit, the adjudicator will review the documents submitted and complete the adjudication.
- Following the initial payments of the lesser of the amount claimed and \$25,000, the adjudicator, in consultation with class counsel, will ascertain the available surplus settlement funds and will authorize pro rata payment of those funds, in increments of \$25,000 (to the extent available), up to the lesser of the amount available for distribution and the adjudicated claim, subject a maximum payment per claim of \$100,000.
- Following the completion of the process, the adjudicator will provide a final report to class counsel, confirming the the claims adjudicated and the completion of the adjudication process.
- The adjudicator will confer with the applicant and class counsel to ensure, to the extent practicable within the approved budget, that apparent irregularities in the application are cured prior to the adjudication, to ensure fairness.

**2 Highway 6 Class (220 Members)**

**\$375,000 - \$500,000**

This class currently has 220 members. However, as in the case of the business class, it is anticipated additional businesses will attempt to qualify .

It is anticipated that the process of adjudication will be similar to the process as described above in relation to the business class.

**3 Property Occupiers Class (420 Addresses)**

**\$75,000 - \$100,000**

This class currently covers 420 household addresses. It is not expected that the number of addresses included in the class will increase.

The class members are the occupiers of the households at the addresses specified for the class from February 28, 2006.

The number and identity of the occupiers are presently unknown. It is expected that they will be ascertained through the current owners, who will in turn be identified by sub-searches of title, as described above under Administration.

Payments will be made to households by address, to be divided *pro rata* among the occupiers of the household from February 28, 2006.

The current owners will be invited to submit an application, identifying the occupants from February 28, 2006 or, where appropriate, to forward the application package to the previous owner.

The adjudication of the applications will include a review to confirm that the application identifies all of the occupants from the specified date, as supported by a sworn statutory declaration.

If the application appears complete and regular, the adjudicator will determine, by reference to a chart, the compensation factor applicable to the household by address.

The amount of the initial and any supplemental payment(s) to the household will be as directed by class counsel.

The adjudicator will determine the *pro rata* allocation of the payment among the adjudicated occupiers.

If the application does not appear complete and regular, the adjudicator will disallow the application and provide notice to the applicant, advising of the reason for the disallowance.

Following the completion of the adjudication process, the adjudicator will provide a final report to class counsel, confirming the claims adjudicated and the completion of the adjudication process.

The adjudicator will confer with the applicant and class counsel to ensure, to the extent practicable within the approved budget, that apparent irregularities in the application are cured prior to, the adjudication, to ensure fairness.

#### **4 Contractors Class (10 members)**

**\$25,000 - \$45,000**

This class currently has 10 members. Notice of the settlement of the class action will be published for the purpose of identifying additional businesses that qualify as members. It is therefore expected that this size of this class may increase.

Class members may apply for a payment of up to **\$100,000**.

Class members are required to complete a general proof of loss, supported by information and documentation as the class member deems appropriate.

The adjudication of claims and the process of payment will be the same as in the case of applications under Option 3 by members of the business class and the highway 6 class.

The adjudicator will confer with the applicant and class counsel to ensure, to the extent

practicable within the approved budget, that  
apparent irregularities in the application are cured  
prior to, the adjudication, to ensure fairness.

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Adjudication Sub-Total **\$650,000-\$870,000** **\$650,000-\$870,000**

**Total Fees for Preliminary, Design, Administration and Adjudication**

**\$1,000,000 - \$1,220,000**  
plus HST



**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**  
Barristers and Solicitors  
5500 North Service Road, Suite 703  
Burlington, Ontario  
L7L 6W6

**John W. Findlay**  
LSUC No. 19502C  
Tel: (905) 526-8943  
Fax: (905) 526-8696

Counsel for the Plaintiffs