

Court File No.: 01-CV-210000 CM

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**ELHAM BADALI**

Plaintiff

-and-

**686234 ONTARIO LIMITED and  
PIPELINE MECHANICAL SERVICES LTD**

Defendants

*Proceeding under the Class Proceedings Act, 1992*

**ADDENDUM TO SETTLEMENT AGREEMENT**

**1. RECITALS:**

**WHEREAS** the Parties hereto have entered into a settlement agreement executed on March 2, 2006 ("Settlement Agreement") to resolve this action, subject to Court Approval;

**WHEREAS** the Parties wish to clarify and/or revise certain terms of the Settlement Agreement pursuant to section 15.1 of the Settlement Agreement;

**NOW THEREFORE**, subject to Court Approval, the Parties make this Addendum Agreement.

**2. DEFINITIONS**

2.1 Terms having a definition in the Settlement Agreement and which are used in this Addendum Agreement shall have the same meaning as the meaning given to such terms in the Settlement Agreement.

### 3. TERMS

3.1. Section 9.1 of the Settlement Agreement is hereby amended as follows:

9.1 The Defendants have agreed to make payments to eligible Class Members for General Damages in accordance with the schedule for classification of such payments attached hereto as Exhibit F. The amounts set forth in Exhibit F are intended to provide for fair and reasonable compensation to Class Members and are inclusive of general damages, any derivative claims associated therewith, along with interest, all legal costs, and disbursements claimed by Class Members. The value of the claims of Class 2 Members is included in the compensation payable to the associated Class 1 Member; no separate payments shall be made to Class 2 Members. For greater clarity, for Level VII claims, one award is to be made to successful Class 1 Members, which amount shall include, where appropriate, the value of Family Law Act claims of any associated Class 2 Member(s). In order to qualify for such payments for General Damages, Claimants will be required to fully complete and submit a Claim Package, failing which, no compensation will be payable until such time as a complete Claim Package is received.

3.2 Section 11.2 of the Settlement Agreement is hereby amended as follows:

11.2 The Arbitrator shall have the power to establish the procedures to be followed in any arbitration to be heard by the Arbitrator as described herein, and to order production of documents where necessary. The Arbitrator shall have the discretion to award costs on any arbitration against the Claimant or the Defendants, including the fees of the Arbitrator, such discretion only to be exercised where a party to the arbitration has taken a frivolous, vexatious or abusive position. The Arbitrator shall deliver written reasons for his or her decision on each arbitration.

3.3. The Notice Plan for Court Approval (Exhibit "D") is hereby amended in the form attached hereto

3.4 The General Damages Grid (Exhibit "F") is hereby amended in the form attached hereto.

### 4. INTERPRETATION OF AGREEMENT

4.1 All disputes relating to the proper interpretation of this Addendum Agreement shall be resolved by application to Mr. Justice Maurice Cullity of the Ontario Superior Court of Justice

**5. EXECUTION AND PROCESSING OF SETTLEMENT AGREEMENT**

- 5.1 The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to the Settlement Agreement, as modified by this Addendum Agreement.
- 5.2 The Parties agree that this Addendum Agreement may be executed by their respective counsel.
- 5.3 The Parties agree that this Addendum Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes and executed counterparts taken together shall constitute the complete Addendum Agreement.

Date: April 27, 2006

ROCHON GENOVA LLP  
Per: [Signature]

Date: April 27, 2006

BLANEY MCMURTRY LLP  
Per: [Signature]

Date: April 28, 2006

STIEBER BERLACH LLP  
Per: [Signature]

**EXHIBIT "D"****NOTICE PLAN FOR COURT APPROVAL****METHOD OF PUBLICATION OF NOTICE OF COURT APPROVAL:****1. Direct Mail Individual Notification**

Class Counsel will mail to all known Class 1 Members the Notice of Approval Hearing, a Claim Package, as well as a brief covering letter by no later than thirty (30) days following the Final Approval Date.

**2. Publication in Ethnic Newspapers\***

The Notice of Court Approval will be published in the following ethnic newspapers no later than thirty (30) days following Court Approval:

- Sing Tao Daily
- CanIndia News Weekly
- Shahrvand

**3. Web Site**

Immediately following the Final Approval Date, the Notice of Court Approval shall be posted on Class Counsel's web site at [www.rochongenova.com](http://www.rochongenova.com).

**4. 125 Parkway Forest Drive**

Immediately following the Final Approval Date, an enlarged version of the Notice of Court Approval shall be posted at the lobby of 125 Parkway Forest Drive for a period of no less than three (3) months following the Final Approval Date.

**5. Search Methods\***

For those Class 1 Members whose last known address is no longer current, Class Counsel shall make reasonable efforts to obtain current addresses through 411 searches and other reasonable search methods, and shall, where necessary, at its discretion, employ the services of a skip tracer or any other entity to facilitate the obtaining of current contact information.

\* The defendants' contribution in funding these notice vehicles is to be limited to \$27,307.80

**EXHIBIT "F"****GENERAL DAMAGES GRID**

I	Inconvenience / trauma and/or claim for carbon monoxide induced sickness by visitors to the building with no supporting medical documentation.	\$0
II	Inconvenience / trauma and/or claim for carbon monoxide induced sickness by residents of the building with no supporting medical documentation.	\$500.00
III	Inconvenience / trauma and/or claim for carbon monoxide induced sickness lasting less than 7 days with supporting medical documentation.	\$1,000.00
IV	Inconvenience / trauma and/or claim for carbon monoxide induced sickness lasting 7 days to 3 months with supporting medical documentation.	\$2,500.00
V	Inconvenience / trauma and/or claim for carbon monoxide induced sickness lasting 3 months to 1 year with supporting medical documentation.	\$5,000.00
VI	Inconvenience / trauma and/or claim for carbon monoxide induced sickness lasting less than 3 months with overnight hospitalization / hospital admission (with supporting medical documentation).	\$5,000.00
VII	(i) Inconvenience / trauma and/or claim for carbon monoxide induced sickness lasting greater than 1 year with supporting medical documentation; or (ii) Inconvenience / trauma and/or claim for carbon monoxide induced sickness lasting greater than 3 months with overnight hospitalization / hospital admission (with supporting medical documentation); or (iii) Otherwise severe conditions related to this incident to merit individual assessment.	Individual Assessment by Arbitrator

<sup>1</sup> The value of the claims of all Class 2 Members is included in the compensation payable to the associated Class Member; no separate payments shall be made to Class 2 Members. For greater clarity, for Level VII claims, one award is to be made to successful Class 1 Members, which amount shall include, where appropriate, the value of Family Law Act claims of any associated Class 2 Member(s).