

## SETTLEMENT NOTICE & CLAIM PACKAGE

**If you were a tenant or a guest at 125 Parkway Forest Drive, Toronto, Ontario on December 11 and/or 12, 1998, you could get a payment from a Class Action Settlement.**

- The Settlement will provide payments to eligible claimants who were on the premises of 125 Parkway Forest Drive, Toronto, Ontario on December 11 and 12 of 1998, and who suffered injury and/or losses as a result of a carbon monoxide leak in the building.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants about the legal claims in this case.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this document.

QUESTIONS? CALL 416-363-1867 (OR 1-866-881-2292 TOLL FREE), OR VISIT  
WWW.ROCHONGENOVA.COM

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## BASIC INFORMATION

### 1. Why did I get this notice package?

You or someone in your family may have been injured following a carbon monoxide leak which occurred on December 11-12, 1998 in the apartment building at 125 Parkway Forest Drive, Toronto, Ontario.

You have been sent this notice because you have a right to know about a Settlement of a class action lawsuit and about your options.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Ontario Superior Court of Justice, and the case is known as *Badali v. 686234 Ontario Limited et al.*, Court File No.: 01-CV-210000CM. The person who sued is called the Plaintiff and the companies that were sued are called the Defendants.

### 2. What is this lawsuit about?

The lawsuit claimed that the Defendants were responsible for a carbon monoxide leak at 125 Parkway Forest Drive on December 11-12, 1998. The Defendants deny that they did anything wrong.

### 3. Why is this a class action?

In a class action, one or more people, called Representative Plaintiffs (in this case Elham Badali), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Mr. Justice Maurice Cullity of the Ontario Superior Court of Justice is the judge responsible for this class action.

### 4. Why is there a Settlement?

The Court did not decide in favour of the Plaintiff or Defendants. Instead, both sides agreed to a Settlement. In this way, the costs of a trial and continued litigation are avoided, and the people affected will get compensation. In order to become effective, class action settlements must be approved by the Court. In this case, Mr. Justice Cullity approved the Settlement on April 24, 2006. In doing so, Mr. Justice Cullity found that the Settlement is fair and in the best interest of Class Members. The Court also certified the case as a class action for the purpose of effecting the Settlement.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

In order to determine if you are entitled to compensation from this Settlement, you first have to decide if you are a Class Member.

Mr. Justice Cullity decided that everyone who fits this description is a Class Member:

#### **Class 1 Members:**

*All persons who were residents or who were on the premises of 125 Parkway Forest Drive, Toronto, Ontario, on or about December 11 and/or 12, 1998, when there was a leak of carbon monoxide and subsequent evacuation of all those of the said premises; and*

#### **Class 2 Members:**

*All living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of section 61 of the Family Law Act) of persons who were on the said premises on or about December 11 and/or 12, 1998.*

### 6. If I was at 125 Parkway Forest Drive on December 11 and/or 12, 1998 but was not injured, am I included in the Class?

Yes. Everyone who fits the description in Section 5 above, are members of the Class; however, in order to claim benefits for your injuries, out-of-pocket expenses and/or a loss of income, you must meet certain eligibility criteria. As discussed in Section 10 below, the amount of compensation will vary depending on the extent of a Class Member's injuries, out-of-pocket expenses and/or loss of income.

### 7. I'm still not sure if I am included.

If you are not sure whether you fit within the description of the Class, you can ask for free help by calling Class Counsel at 416-363-1867 or 1-866-881-2292. For more information, you can also visit Class Counsel's website at [www.rochongenova.com](http://www.rochongenova.com).

## OPTING-OUT

### 8. What happens if I do nothing?

**If you are a Class 1 Member, you will be bound by the terms of the Settlement Agreement unless you decide to exclude yourself and your related Class 2 Members by "Opting-Out" of the Settlement. Class 2 Members can only be excluded from the Settlement if their related Class 1 Member Opts-Out.**

### 9. How do I exclude myself from the Settlement?

If you are a Class 1 Member and would like to exclude yourself from the Settlement you must Opt-Out. Class 2 Members have no independent right to Opt-Out of the Settlement. In order to Opt-Out of the Settlement, Class 1 Members will be required to send an Opt-Out Form to Class Counsel at the address or fax number listed in Section 17 below before the Opt-Out Deadline which is **August 23, 2006**. If a Class 1 Member elects to Opt-Out of this class proceeding, each and every Class 2 Member related to the Class 1 Member who has Opted-Out is deemed to also have Opted-Out of the Settlement Agreement. A copy of the Opt-Out Form is included at page 18 of this Claim Package.

All Class Members who properly Opt-Out of the Settlement will not be eligible for compensation under the Settlement, will not be bound by the terms of the Settlement or any related court Orders and will retain any rights they may have as against the Defendants. **Do not Opt-Out if you wish to participate in the Settlement.**

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### 10. What does the Settlement provide?

The Defendants have agreed to pay various levels of compensation to Class Members who meet certain eligibility criteria. The following chart shows how much compensation Class Members might be entitled to receive, depending on the nature of their injury or illness. These amounts are intended to compensate for pain and suffering, as well as the value of any claims made by related Class 2 Members. These amounts are inclusive of legal costs, interest, and disbursements.

Level	Injury	Quantum
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; (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

In addition, Class Members who sustained out-of-pocket expenses and/or loss of income as a result of the carbon monoxide leak and/or injuries they suffered, can claim additional compensation for those losses.

Attached in this Claim Package are the forms that Class Members will need to complete and submit to Class Counsel in order to seek compensation.

## **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

### **11. How can I get a payment?**

To qualify for payment, you must send a completed General Damages Claim Form and Claimant Declaration, and, where applicable, a Special Damages Claim Form to Class Counsel before the Claims Deadline on **May 25, 2007**. The General Damages Claim Form, the Special Damages Claim Form and the Claimant Declaration are attached to this Claim Package. When completing the General Damages Claim Form and the Special Damages Claim Form, please be sure to read the instructions in these forms and in this Claim Package carefully, fill out the applicable form(s) completely and make sure that you include all the supporting documents that the forms ask for. The sooner you submit your Claim Package, the sooner your claim will be reviewed and the sooner you will be eligible to receive a payment. Please note that no compensation will be payable until such time as a complete Claim Package is received.

### **12. How is my claim reviewed?**

Upon receipt of a completed Claim Package, Class Counsel will review the Claim Package to make sure it is complete and then determine whether the Claimant is entitled to compensation and, if so, how much compensation they believe is payable. Class Counsel will then forward the Claim Package along with Class Counsel's assessment to the lawyers for the Defendants. Within 30 days of receiving the Claim Package and Class Counsel's assessment, the Defendants' lawyers are required to notify Class Counsel in writing whether they agree or disagree with the assessment.

Where Class Counsel and the Defendants' lawyers agree on the amount of compensation payable to a Class Member (the "Approved Assessment"), and where the Approved Assessment differs from the Claimant's assessment as reflected in the Claim Package, Class Counsel shall communicate the Approved Assessment to the Claimant within seven (7) days of receiving the assessment of the Defendants' lawyers. Claimants will have the right to dispute the Approved Assessment through arbitration, in which case Claimants will be required to notify Class Counsel in writing about their intention to proceed with arbitration within 30 days of receiving Class Counsel's written notification, failing which the Approved Assessment shall be deemed to be approved by the Claimant.

Where Class Counsel and the Defendants' lawyers agree on the amount of compensation payable (and where applicable, where a Claimant has failed to notify Class Counsel of the intention to dispute the Approved Assessment), the Defendants shall issue payment to the Claimant.

Where a Claimant's claim requires an individual assessment of damages in accordance with Level VII of the General Damages Grid set out above at Section 10, Class Counsel will forward the Claim Package to the Arbitrator, who will schedule an arbitration within 90 days of receiving the Claim Package.

### **13. What if the Defendants dispute my claim?**

In the event that Class Counsel and the Defendants' lawyers cannot agree on the amount of compensation payable, or a Claimant has notified Class Counsel of the intention to dispute the Approved Assessment, the Claim Package will be forwarded to the Arbitrator, who will schedule an arbitration within 90 days of receiving the Claim Package.

Where the Defendants' lawyers reject payment of a claim on the basis that a Claimant was not a resident and/or a visitor of the Premises on December 11 and/or 12, 1998, the Claim Package shall be forwarded to the Arbitrator, who will schedule an arbitration within 90 days of receipt of the Claim Package to determine whether the Claimant qualifies as a Class 1 Member.

In all cases, the decision of the Arbitrator will be final and binding.

## **THE LAWYERS REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

The law firm of *Rochon Genova LLP* is representing the Class. You will not be charged for any work performed by Class Counsel in processing your Claim Package. If you want to be represented by your own lawyer, you may hire one at your own expense.

**15. How will the lawyers be paid?**

Under the Settlement, the Defendants have agreed to pay Class Counsel the amount of \$225,000.00 plus G.S.T. for fees and disbursements. This payment has been approved by the Court.

**GETTING MORE INFORMATION****16. Are there more details about the Settlement?**

Yes. All of the details of the Settlement are included in the Settlement Agreement and Exhibits which are posted on Class Counsel's website at [www.rochongenova.com](http://www.rochongenova.com).

**15. How do I get more information?**

If you have any questions about this Settlement, you may contact Class Counsel at the following address:

ROCHON GENOVA LLP  
Barristers • Avocats  
121 Richmond Street, Suite 900  
Toronto, ON. M5H 2K1  
Tel.: (416) 363-1867 or 1-866-881-2292  
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