

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
MR. JUSTICE EDWARD BELOBABA) MONDAY, THE 1ST
) DAY OF NOVEMBER, 2021

B E T W E E N:

(Court Seal)

MARC-OLIVER BAROCH

Plaintiff

and

CANADA CARTAGE DIVERSIFIED GP INC., DIRECT GENERAL
PARTNER CORPORATION and CANADA CARTAGE SYSTEM, LIMITED

Defendants

**ORDER
(Settlement Approval)**

THIS MOTION, made by the Plaintiff for an Order approving: (a) pursuant to section 29 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as it read prior to the amendments of July 8, 2020 (the “*CPA*”), the settlement of this action in accordance with the terms of the settlement agreement between the Plaintiff and the Defendants dated June 3, 2021 (the “**Settlement Agreement**”), attached as **Schedule “A”** to this Order; and (b) the proposed Distribution Protocol of the Claim Fund, attached as **Schedule “B”** to this Order, was heard this day (via Zoom video-conference) at the court house, 393 University Avenue, 10th Floor, Toronto ON M5G 1E6.

ON READING the Motion Record of the Plaintiff, the Factum of the Plaintiff, and on hearing the submissions of the lawyer(s) for the parties,

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement, as set out in the Order of Justice Belobaba dated June 10, 2021, has passed and that there have been no such objections;

1. **THIS COURT ORDERS** that for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and the Class.
4. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 29 of the *CPA*.
5. **THIS COURT ORDERS** that all provisions of the Settlement Agreement form part of this Order and are binding upon the Defendants, the Plaintiff, and all Class Members who did not validly opt-out.
6. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented and enforced in accordance with its terms.

7. **THIS COURT ORDERS** that the Distribution Protocol is fair, reasonable, and in the best interests of the Plaintiff and the Class.

8. **THIS COURT ORDERS** that the Distribution Protocol is approved and that the Settlement Amount shall be distributed to the Class in accordance with the terms of the Settlement Agreement and the Distribution Protocol, following payment of Class Counsel Fees, Class Counsel disbursements and taxes, Administration Expenses, the representative plaintiff's honorarium, and amounts owing pursuant to the Litigation Funding Agreement.

9. **THIS COURT ORDERS** that RicePoint is appointed as the Administrator for the distribution of the Settlement Amount.

10. **THIS COURT ORDERS** that, for the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role.

11. **THIS COURT ORDERS** that the Plaintiff and the Defendants may, on notice to the Court but without the need for further Order of the Court, agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.

12. **THIS COURT ORDERS** that, other than that which has been expressly provided for in the Settlement Agreement, the Defendants have no responsibility for and no liability whatsoever with respect to the costs of the administration of the Settlement Agreement.

13. **THIS COURT ORDERS** that in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void.

14. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Matters.

15. **THIS COURT ORDERS** that, upon the Effective Date, this action shall be dismissed against all Defendants with prejudice and without costs.

Signed: *Justice Edward Belobaba*

Notwithstanding Rule 59.05, this Judgment [Order] is effective and binding from the date it is made and is enforceable without any need for entry and filing. Any party to this Judgment [Order] may submit a formal Judgment [Order] for original signing, entry and filing when the Court returns to regular operations.

MARC-OLIVER BAROCH
Plaintiff

-and- CANADA CARTAGE DIVERSIFIED GP INC. et al.
Defendants

Court File No. CV-13-492525-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

ORDER

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