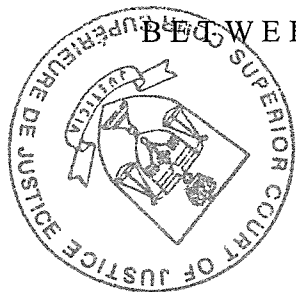


**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) THURSDAY, THE 7<sup>TH</sup> DAY  
JUSTICE CONWAY ) OF AUGUST, 2014



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

JAMES DURLING, JAN ANTHONY THOMAS, JOHN SANTORO,  
GIUSEPPINA SANTORO, ANNA MANCO, FRANCESCO MANCO  
and CESARE MANCO

Plaintiffs

- and -

SUNRISE PROPANE ENERGY GROUP INC., 1367229 ONTARIO INC.,  
1186728 ONTARIO LIMITED, 1369630 ONTARIO INC., 1452049 ONTARIO INC.,  
VALERY BELAHOV, SHAY (SEAN) BEN-MOSHE, LEONID BELAHOV, ARIE  
BELAHOV, 2094528 ONTARIO INC., HGT HOLDINGS LTD., TESKEY CONSTRUCTION  
CO. LTD. and TESKEY CONCRETE CO. LTD., THE TECHNICAL STANDARDS AND  
SAFETY AUTHORITY, FELIPE DE LEON, ONTARIO HOSE SPECIALTIES LIMITED,  
PERAFLEX HOSE INC., PERAFLEX HOSE INDUSTRIES INC., BLACKMER, operating as a  
division of Dover Energy Inc., WELDEX COMPANY LIMITED, KEDDCO MFG. LTD.,  
ROBERT PARSONS EQUIPMENT TRADING INC. and  
PRO-PAR (1978) INC:

Defendants

*Proceeding under the Class Proceedings Act, 1992*

**JUDGMENT**

THIS MOTION, made by the plaintiffs for an order approving the proposed settlement, and approving class counsel fees and disbursements, was heard on Thursday, August 7, 2014 at the Court House, 393 University Avenue, Toronto, Ontario.

ON READING the materials filed, including the following:

- (a) the affidavit of Sharon Strosberg;
- (b) the affidavit of Marietta Underwood;
- (c) the affidavits of Jennifer Lake;
- (d) the affidavit of Trevor Tombe;
- (e) the affidavit of James Durling;
- (f) the affidavit of Jan Anthony Thomas;
- (g) the affidavit of John Santoro;
- (h) the affidavit of Anna Manco;
- (i) the affidavit of Francesco Manco;
- (j) the affidavit of Cesare Manco;
- (k) the letters from The Children's Lawyer and the Public Guardian and Trustee;
- (l) the letter from Reva Devins agreeing to be appointed as Arbitrator;
- (m) the letter from Marsh agreeing to be appointed as Administrator;
- (n) the letter from Arie Odinocki agreeing to be appointed as Fund Counsel; and
- (o) the affidavit of Gerard Tillman.

AND ON HEARING the submissions of Class Counsel, counsel for the defendant, and being advised that the Children's Lawyer has no objection to this motion and that the Public Guardian and Trustee took no position on this motion,

AND ON BEING ADVISED that all objections delivered to Jennifer Lake have been delivered to the Court by affidavit and hearing oral objections in court,

1. THIS COURT ORDERS that, for the purposes of this judgment, the following definitions apply:

- (a) “**Action**” means the action *James Durling et al. v. Sunrise Propane Energy Group Inc. et al*, court file no. CV-08-363271-00CP including all crossclaims and third party claims;
- (b) “**Administrator**” means **Marsh** or its successor appointed from time to time by the **Court**;
- (c) “**Arbitrator**” means Reva Devins or her successor appointed from time to time by the **Court**;
- (d) “**Claim Form**” or “**Claim Forms**” means claim forms which are substantially in accordance with the forms attached hereto as Schedule “B”;
- (e) “**Claims Bar Date**” means December 19, 2014;
- (f) “**Class Area**” means the area located within the City of Toronto bounded by Keele Street, Highway 401, Sheppard Avenue and Dufferin Street;
- (g) “**Class**” or “**Class Member(s)**” means those persons (who did not validly opt out of this **Action**) who were present or owned or leased or rented or occupied properties located within the area in the City of Toronto bounded by Keele Street, Highway 401, Sheppard Avenue and Dufferin Street ( “**Class Area**”) when a series of explosions occurred on August 10, 2008 at the propane facility located at 48/54/62 Murray Road in the City of Toronto (“**Facility**”) excluding the defendants and third parties, and excluding the defendants’ and third parties’ officers, directors, servants or agents”;
- (h) “**Class Counsel**” means Sutts, Strosberg LLP, Charney Lawyers, and Stevensons LLP;
- (i) “**Class Counsel Fees**” means the award for fees, disbursements, interest, GST, and HST to Class Counsel awarded in the **Judgment** in this **Action**;
- (j) “**Costs of Administration**” means all of the costs for the **Administrator**, **Arbitrator** and **Fund Counsel**;
- (k) “**CJA**” means the *Courts of Justice Act*;
- (l) “**CPA**” means *Class Proceedings Act, 1992*;
- (m) “**Court**” means the Ontario Superior Court of Justice;

- (n) **“Distribution Amount”** is the amount to be distributed after paying Class Counsel Fees and the Costs of Administration;
- (o) **“Distribution Plan”** means the Distribution Plan attached as Schedule “A” to the Judgment and the procedures set out for distribution to the Class Members calculated as the **Settlement Amount** less **Class Counsel Fees** and less the **Cost of Administration**;
- (p) **“Facility”** means the propane facility located at 48/54/62 Murray Road in the City of Toronto;
- (q) **“Fund Counsel”** means Arie Odinocki;
- (r) **“Insurer”** or **“Insurers”** means any insurance company of any of the **Class Member(s)** who did not validly opt out in accordance with the certification order made on July 23, 2012;
- (s) **“Judgment”** means the judgment of Justice Conway approving the settlement of this **Action** and the **Distribution Plan**;
- (t) **“Marsh”** means Marsh Risk Consulting Canada;
- (u) **“Ministry of Health”** means the Ministry of Health and Long-Term Care;
- (v) **“Minor”** or **“Minors”** means a person, who as of the date of this judgment, has not attained the age of 18 years;
- (w) **“Notice”** means a notice of the settlement of this **Action** substantially in the form of the **Notice** in English and in Italian attached to the **Judgment** as Schedule “C”;
- (x) **“Notice Program”** means the method of giving **Notice** to the **Class Members** particularized in paragraph 5 of this **Judgment**;
- (y) **“Released Claims”** means any and all claims, injuries, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, contracts, liabilities, agreements, costs and expenses, of any nature or kind whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims arising in the future from the facts asserted in this **Action** or which could have been asserted in this **Action** concerning the explosion and fire on August 10, 2008 at the **Facility**;
- (z) **“Released Crossclaims and Third Party Claims”** means any and all claims, injuries, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, contracts, liabilities, agreements, costs and expenses of any nature or kind whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims arising in the future from the facts asserted in this **Action**, or which could have

been asserted concerning the explosion and fire on August 10, 2008 at the **Facility**;

- (aa) **“Released Parties”** means the defendants, the third parties and Alteng Inc., and their heirs, executors, administrators, estate trustees, employees, parent corporations, related and affiliated corporations, officers, directors, shareholders, partners, servants, agents, successors, assigns and insurers;
- (bb) **“Settlement Amount”** means \$23,345,000 plus interest; and
- (cc) **“SS”** means Sutts, Strosberg LLP.

2. THIS COURT ORDERS AND DECLARES that the Settlement Amount and the Distribution Plan, annexed hereto as Schedule A, which is incorporated by reference into this Judgment, are fair, reasonable and in the best interests of the Class and are hereby approved and the defendants, third parties and their Insurer or Insurers will not be liable to any Class Members for any amount in excess of the Settlement Amount.

3. THIS COURT DECLARES that:

- (a) the defendants, third parties and their Insurers have delivered the Settlement Amount to McCague Borlack LLP, in trust;
- (b) McCague Borlack LLP will hold the Settlement Amount in an interest bearing trust account or GIC; and
- (c) the Settlement Amount and the accrued interest will be delivered to SS in trust within 35 days after the date of this Judgment, or within 35 days of the final disposition of any appeal arising from the Judgment, whichever is later, after which postjudgment interest will be payable at the rate provided for by the *CJA*, or as otherwise agreed between SS and McCague Borlack LLP having regard to the maturity of the term deposits.

4. THIS COURT ORDERS that the Administrator, Arbitrator and Fund Counsel are appointed, each with the duties and responsibilities set out in the Distribution Plan and in this Judgment.

5. THIS COURT ORDERS AND DECLARES that, on or before September 18, 2014, the Administrator must implement the Notice Program, giving Notice of this Judgment and the Distribution Plan, by:

- (a) delivering the Notice by mail drop to all addresses located within the Class Area;
- (b) posting the Notice on the website [www.sunrisepropaneclassaction.com](http://www.sunrisepropaneclassaction.com);
- (c) emailing the Notice to every person who registered with Class Counsel and provided a valid email address;
- (d) publishing the Notice once in *Corriere Canadese*, a local Italian newspaper in Italian only;
- (e) sending the Notice by email to the Public Trustee and the Children's Lawyer; and
- (f) providing the Notice in English or Italian to any other person who requests it.

6. THIS COURT DECLARES that the Notice Program provided for in paragraph 5 satisfies the requirements of s. 17 of the *CPA*.

7. THIS COURT ORDERS AND APPROVES the Claim Forms which are attached hereto as Schedule "B".

8. THIS COURT ORDERS that each Class Member who qualifies to participate in the Distribution Plan must submit a Claim Form and supporting documentation to the Administrator on or before the Claims Bar Date in accordance with the Distribution Plan.

9. THIS COURT ORDERS that the Administrator shall pay any award to a Class Member who is a Minor to the Accountant of the Superior Court of Justice to the credit of the

Minor, until the Minor attains the age of 18 years, at which time the Accountant shall pay the amount to the Class Member without any further order of the Superior Court of Justice.

10. THIS COURT ORDERS AND DECLARES that, if a Class Member does not submit a Claim Form to the Administrator on or before the Claims Bar Date, the Class Member, and each of their respective heirs, executors and assigns shall be forever barred from participating in the Distribution Plan but shall, in all other respects, be bound by the terms of this Judgment.

11. THIS COURT ORDERS AND DECLARES that each Class Member who did not opt out of this Action and each of their respective heirs, executors, administrators, estate trustees, successors, assigns and insurers:

- (a) fully and finally release the Released Parties from the Released Claims;
- (b) shall not commence or continue against any Released Party any action or take any proceeding relating in any way to or arising from the Released Claims; and
- (c) shall not commence or continue against any person, any action or take any proceeding relating in any way to or arising from the Released Claims, who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief, against any Released Party.

12A. THIS COURT ORDERS AND DECLARES that each of the Released Parties:

- (a) fully and finally release each other from the Released Crossclaims and Third Party Claims;
- (b) shall not commence or continue against any of the Released Parties any action or take any proceeding relating in any way to or arising from the Released Crossclaims and Third Party Claims; and
- (c) shall not commence or continue against any person, any action or take any proceedings relating in any way to or arising from the Released Crossclaims and

Third Party Claims, who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief, against any of the Released Parties.

12B. THIS COURT ORDERS AND DECLARES that the foregoing releases shall not release nor be deemed to affect the claims and rights that the parties to the coverage action, *Intact Insurance Company v. 1367229 Ontario Inc., SSY Marathon Insurance Brokers Inc., Teskey Construction Company Limited and The Dominion of Canada General Insurance Company*, Court File No. CV-09-380884 have or may have against Intact Insurance Company, and SSY Marathon Brokers Inc. and John Moulatziotis (collectively the “Broker”) and ultimately, the Broker’s insurer, Swiss Re.

13. THIS COURT ORDERS AND DECLARES that each Class Member has released its Insurer or Insurers from the obligation to collect the insurance deductible(s) from the defendants and distribute the deductible(s) to each of the Class Members.

14. THIS COURT ORDERS AND DECLARES that, unless a Class Member validly opted out of the Action in accordance with the certification order of Justice Horkins made on July 23, 2012, this Judgment and the Distribution Plan are binding upon each and all of the Class Members and each of their respective heirs, executors, administrators, assigns and Insurers, including those who are Minors or persons under a disability and the requirements of rule 7.08(4) of the *Rules of Civil Procedure* with respect to this Judgment and the Distribution Plan are dispensed with.

15. THIS COURT ORDERS AND DECLARES THAT:

- (a) the Class Counsel Fees are fixed in the amount of \$6,961,000;
- (b) SS is authorized and directed to transfer to the credit of Class Counsel the Class Counsel Fees; and
- (c) the Costs of Administration is fixed in the amount of \$565,000 inclusive of disbursements and HST.

16. THIS COURT ORDERS AND DECLARES that SS will pay the Costs of Administration as follows:

- (a) each month to the Arbitrator her usual fees, disbursements and HST, commencing when she receives her first appeal, to a maximum of \$30,000 inclusive of disbursements and HST;
- (b) each month to Fund Counsel his reasonable fees, disbursements and HST, to a maximum of \$10,000; and
- (c) to the Administrator the amount of \$75,000 immediately before it implements the Notice Program; and \$50,000 per month including disbursements and HST; and the balance, if any, when it is discharged by order of the Court, to a maximum of \$565,000.

17. THIS COURT ORDERS AND DECLARES that:

- (a) the Distribution Amount is \$15,819,000 plus interest; and
- (b) by further order(s), SS will pay to each of the Class Members, the Ministry of Health, the City of Toronto and the Insurers the amounts specified in the Distribution Plan.

18. THIS COURT ORDERS that, if any Class Member retains Class Counsel, or any other lawyer, to appeal from the Administrator's decision, Class Counsel, or any other lawyer, will be limited to charge any Class Member a fee calculated as 7% of the increased amount awarded by the Arbitrator, plus reasonable disbursements and HST, and SS is authorized and directed to pay these amounts.

19. THIS COURT ORDERS AND DECLARES that the Class Counsel Fees awarded in paragraph 15(a) is a first charge on the Settlement Amount in favour of Class Counsel.

20. THIS COURT ORDERS that Class Counsel, the Administrator, Arbitrator or Fund Counsel may make a motion to the Court for directions.

21. THIS COURT ORDERS AND DECLARES that no person may bring any action or take any proceeding against the Arbitrator, Fund Counsel or the Administrator or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the implementation of this Judgment or the administration of the Settlement Agreement, except with leave of the Court.

22. THIS COURT ORDERS that the subrogated claims of the Ministry of Health and the Ontario Health Insurance Plan for the Class Members are dismissed with prejudice and without further costs and SS will pay the sum of \$24,900 to the Ministry of Health out of the Class Members' share of the Distribution Amount.

23. THIS COURT ORDERS AND ADJUDGES that, save as aforesaid, the Action be and is hereby dismissed, with prejudice and without further costs.

24. THIS COURT ORDERS that a copy of this judgment and Distribution Plan shall be served upon The Children's Lawyer and the Public Guardian and Trustee by email.



JUSTICE CONWAY

1185251v11

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

SEP 02 2014

PER / PAR:

A handwritten signature in black ink, appearing to be the initials 'PC'.

SCHEDULE "A"

**DISTRIBUTION PLAN**

**INTERPRETATION**

1. For the purposes of this Distribution Plan, the following definitions apply:
  - (a) "**Action**" means the action *James Durling et al. v. Sunrise Propane Energy Group Inc. et al*, court file no. CV-08-363271-00CP including all crossclaims and third party claims;
  - (b) "**Administrator**" means **Marsh** or its successor appointed from time to time by the **Court**;
  - (c) "**Arbitrator**" means Reva Devins or her successor appointed from time to time by the **Court**;
  - (d) "**Claimant**" means a person who files a **Claim Form** to be recognized as a **Class Member**;
  - (e) "**Claim Form**" or "**Claim Forms**" means claim forms which are substantially in accordance with the forms attached hereto as Schedule "B";
  - (f) "**Claims Bar Date**" means December 19, 2014;
  - (g) "**Class Area**" means the area located within the City of Toronto bounded by Keele Street, Highway 401, Sheppard Avenue and Dufferin Street;
  - (h) "**Class**" or "**Class Member(s)**" means those persons (who did not validly opt out of this Action) who were present or owned or leased or rented or occupied properties located within the area in the City of Toronto bounded by Keele Street, Highway 401, Sheppard Avenue and Dufferin Street ( "**Class Area**") when a series of explosions occurred on August 10, 2008 at the propane facility located at 48/54/62 Murray Road in the City of Toronto (**Facility**) excluding the defendants and third parties, and excluding the defendants' and third parties' officers, directors, servants or agents"
  - (i) "**Class Counsel**" means Sutts, Strosberg LLP, Charney Lawyers and Stevensons LLP ;
  - (j) "**CJA**" means the *Courts of Justice Act*;
  - (k) "**CPA**" means the *Class Proceedings Act, 1992*;
  - (l) "**Court**" means the Ontario Superior Court of Justice;

- (m) “**Contemporaneous Medical Records**” means medical records which were created from August 10, 2008 up to and including February 10, 2009, six months after the explosion and fire;
- (n) “**Distribution Amount**” means the **Settlement Amount** less Class Counsel Fees and less the Cost of Administration, as fixed in the **Judgment**;
- (o) “**Distribution Plan**” means this plan and the procedures to distribute the Distribution Amount which is attached as Schedule “A to the **Judgment**”;
- (p) “**DSM-5**” means the American Psychiatric Association Diagnostic and Statistical Manual, 5<sup>th</sup> edition;
- (q) “**Electronically**” means electronically by way of the private secure on-line claim system;
- (r) “**Facility**” means the propane facility located at 48/54/62 Murray Road in the City of Toronto;
- (s) “**Fund Counsel**” means Arie Odinocki;
- (t) “**Insurer**” or “**Insurers**” means any insurance company of any of the Class Member(s) who did not validly opt out in accordance with the certification order made on July 23, 2012;
- (u) “**Judgment**” means the judgment of Justice Conway approving the settlement of this Action and the Distribution Plan;
- (v) “**Marsh**” means Marsh Risk Consulting Canada;
- (w) “**Ministry of Health**” means the Ontario Ministry of Health and Long-Term Care;
- (x) “**Minor**” or “**Minors**” means a person or person(s), who as of the date of the Judgment, has not attained the age of 18 years;
- (y) “**Settlement Amount**” means \$23,345,000;
- (z) “**SS**” means Sutts Strosberg LLP; and
- (aa) “**Subrogated Insurers**” includes the following insurers that registered their claims on the registration system maintained by Class Counsel:

- (i) Unica Insurance Company
- (ii) CAA Insurance Company;
- (iii) Allstate Insurance Company;
- (iv) Royal & SunAlliance Insurance Company;
- (v) Gore Mutual Insurance Company;
- (vi) AXA Insurance Company;
- (vii) TD Insurance Meloche Monex;
- (viii) Cooperators General Insurance Company;
- (ix) Desjardins General Insurance Company;
- (x) McLarens Upper Canada; and
- (xi) Sovereign Insurance Company.

**RECEIPT OF THE SETTLEMENT AMOUNT AND DISTRIBUTION OF THE SETTLEMENT AMOUNT**

2. In accordance with paragraph 3(c) of the Judgment, the defendants, third parties and their Insurers will pay to SS in trust the amount of \$23,345,000 plus interest.

3. In accordance with paragraphs 15 and 16 of the Judgment, SS will pay Class Counsel Fees and the Costs of Administration over time.

4. In accordance with paragraph 17 of the Judgment, SS will allocate the Distribution Amount of \$15,819,000 into the following categories:

Subrogated Insurers and City of Toronto Losses	\$7,909,500
Class Members and the Ministry of Health	\$7,909,500

5. SS will allocate the interest proportionally to the two categories described in paragraph 4.

6. The \$7,909,500 for the Class Members will be further subdivided into six categories:

<b>Category</b>	<b>Reserved Amount</b>
Ministry of Health	\$24,900
Deductibles	\$100,000
Loss of Use of a Class Member's Home or Evacuation Expenses	\$2,500,000
Out of Pocket and Pecuniary Losses	\$1,500,000
Lost Income and Business Loss	\$1,800,000
Personal Injury and Damages	\$2,000,000
<b>Total</b>	<b>\$7,924,900</b>

7. SS will pay the Ministry of Health \$24,900 to comply with paragraph 22 of the Judgment.

#### **POWERS AND RESPONSIBILITIES OF THE ADMINISTRATOR**

8. The Administrator is appointed to fulfill the duties and responsibilities set out in the Judgment and this Distribution Plan, including but not limited to the following:

- (a) implement the Notice Program in accordance with paragraph 5 of the Judgment;
- (b) establish a private secure web-based claims system, accessible from the public website, to
  - (i) receive Claims Forms and other documentation to comply with this Distribution Plan;
  - (ii) communicate with the Arbitrator, Fund Counsel, Class Counsel and the Class Members;
  - (iii) forward all documents Electronically to all authorized persons;
  - (iv) receive all notices of appeal; and
  - (v) distribute all decisions of the Arbitrator;

- (c) establish a toll-free or local 416 or 647 phone number which will be designated as a help line for Class Members with questions about the Claim Forms and the claims process;
- (d) manage the public website and update this website by posting the frequently asked questions and answers;
- (e) decide whether persons are eligible Class Members and communicate those decisions in writing Electronically;
- (f) determine what level of compensation Class Members are entitled to receive and communicate those decisions in writing Electronically;
- (g) maintain all necessary records;
- (h) make all calculations;
- (i) perform all necessary accounting functions;
- (j) make decisions necessary for the orderly administration of this settlement; and
- (k) report to the Court when required and when the administration is completed.

#### **POWERS AND RESPONSIBILITY OF THE ARBITRATOR**

9. The Arbitrator is appointed to fulfill the duties and responsibilities set out in the Judgment and this Distribution Plan including but not limited to the following:

- (a) deal with all disputes requiring a determination including, without limitation, questions of fact, law or mixed fact and law;
- (b) establish a summary procedure to determine each dispute;
- (c) enter into mediation and/or arbitration proceedings as she establishes; and
- (d) deliver all decisions in writing Electronically to the Administrator for distribution within 30 days of completion of the hearing or process.

10. The decisions of the Arbitrator shall be final and conclusive and there shall be no appeal from her decisions whatsoever.

**POWERS AND RESPONSIBILITY OF FUND COUNSEL**

11. Fund Counsel is appointed to fulfill the duties and responsibilities dealing only with the category "Personal Injury and Damages". Under the Judgment and this Distribution Plan, Fund Counsel may:

- (a) make written submissions to the Arbitrator, if necessary or requested by the Arbitrator, within 7 days of receipt of the Class Member's written submission dealing with Personal Injury and Damages, including loss of income; and
- (b) make oral submissions to the Arbitrator in any mediation and/or arbitration proceedings dealing with Personal Injury and Damages, including loss of income.

**TRANSFER OF INFORMATION FROM CLASS COUNSEL TO THE ADMINISTRATOR**

12. Class Counsel will turn over to the Administrator its secure, electronic registration system which contains all of its pre-settlement information about Claimants and Class Members.

Class Counsel will provide to the Administrator the following information:

- (a) the names of individual(s) who opted out of the Action; and
- (b) any available names and contact information for individuals who contacted Class Counsel but who did not create a profile in the secure registration system.

**THE CLAIMS PROCESS**

13. Unless the Administrator agrees in advance to receive the Claim Form by fax or mail, each Claimant must submit a Claim Form for compensation under this Distribution Plan Electronically.

14. If a Claimant is:
- (a) deceased, the Claim Form may be submitted Electronically by the estate trustee or by the spouse or by any other of his or her family members; or
  - (b) a mentally incapable person, the Claim Form must be submitted Electronically by the Guardian of Property or the Attorney for Property or by the Public Trustee or by the spouse or by any other of his or her family members.
15. If a Claimant is:
- (a) a Minor, he or she must be represented by her/his parent(s) or person(s) with custody and any award to a Class Member who is a Minor shall be paid to the Accountant of the Ontario Superior Court of Justice to the credit of the minor, until the Minor attains the age of 18 years, at which time the Accountant shall pay the amount to the Class Member without any further order of the Court;
  - (b) a Minor who is 16 years old but has not yet attained the age of 18 years, he or she must be represented by her/his parent(s) or person(s) with custody, and the signature of the Minor is also required on all Claim Forms or elections to appeal; or
  - (c) a mentally incapable person, he or she must be represented by her/his Guardian of Property or the Attorney for Property or by the Public Trustee or by a spouse.
16. The Claimant must establish, on the balance of probabilities to the Administrator or to the Arbitrator, that he or she or it was a Class Member and that he or she or it is entitled to receive payment(s) under this Distribution Plan.
17. Unless the Administrator agreed in advance to receive the Claim Form by fax or mail, the Claimant or the Class Member has the right within 30 days of receiving the Administrator's decision to appeal to the Arbitrator by delivering notice of an appeal Electronically to the Administrator.

18. The Arbitrator will establish a summary procedure in accordance with the nature of the heads of damage.

19. The Arbitrator, within 30 days, will communicate each of her decisions in writing, Electronically, and by mail if she chooses, to all authorized persons, including the Administrator.

20. The decisions of the Arbitrator are final.

#### **SUBROGATED INSURERS AND THE CITY OF TORONTO LOSSES**

21. The amount of \$7,909,500 plus interest is reserved under this category.

22. Each Subrogated Insurer must submit a Claim Form supported by an affidavit including the following information:

- (a) Name, address, telephone number and email address of each insured;
- (b) Deductible amount for each insured;
- (c) Subrogated amounts paid by categories to each insured who were Class Members. For example, the categories were property loss, damage to contents, the amount of replacement accommodation and loss of income;
- (d) Number of days that each insured's property was uninhabitable, if known;
- (e) Total deductibles;
- (f) Total of the subrogated amounts paid to Class Members; and
- (g) Proofs of loss of each insured.

23. The Subrogated Insurers must submit this information Electronically in the format specified by the Administrator.

24. If a Subrogated Insurer is asked for information by the Administrator, the Subrogated Insurer must make its best efforts to comply with the Administrator's request and answer its questions.

25. The City of Toronto must submit a Claim Form supported by an affidavit explaining its loss arising from the explosion and/or fire.

26. The City of Toronto must submit its information Electronically in the format specified by the Administrator.

27. If the amounts in this category exceed \$7,909,500 plus interest, the payment to each Subrogated Insurers and to the City of Toronto will be calculated *pro rata* out of this \$7,909,500 plus interest only. If there is a surplus in this category, the surplus will be paid *pro rata* to the Subrogated Insurers and the City of Toronto only.

28. As soon as practical after the Claims Bar Date, SS and/or the Administrator will move to the Court for an order paying out the amounts to each Claimant in this category on notice to the City of Toronto and to each Subrogated Insurer that delivered a Claim Form.

#### **DEDUCTIBLES**

29. Under this category, SS will reserve \$100,000.

30. For the purposes of this category, in the first instance, the Administrator may accept the deductible amount that each Subrogated Insurer disclosed and deducted from each Class Member's insurance claim which was paid arising from the explosion and/or fire.

31. If the Subrogated Insurer does not disclose the deductible amount or documentation to the satisfaction of the Administrator, the Class Member must demonstrate that she or he or it was charged a deductible when settling with the insurance company in order to receive compensation under this category.

32. If the awards in this category exceed \$100,000, the payment to each Class Member will be calculated *pro rata*.

**LOSS OF USE OF A CLASS MEMBER'S HOME OR EVACUATION**

33. Under this category, SS will reserve \$2,500,000.

34. A Class Member may claim the amount set out in paragraph 35 if the Class Member was ordinarily resident in the Class Area and the Class Member's home was unavailable for occupancy or uninhabitable due to the explosion and/or fire on August 10, 2008, or the Class Member was evacuated on August 10, 2008.

35. The Administrator may award the following amounts to each Class Member:

- (a) \$200 to each Class Member who evacuated on August 10, 2008; and
- (b) \$50 per day to each Class Member for each day until he or she returned to their home.

36. If there is an appeal by the Class Member from the decision of the Administrator, the Arbitrator must decide this appeal on the record submitted to the Administrator by the Class Member. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

37. If awards in this category exceed \$2,500,000, the payment to each Class Member will be calculated *pro rata*.

#### **OUT OF POCKET EXPENSES AND PECUNIARY LOSSES**

38. Under this category, SS will reserve \$1,500,000.

39. The Administrator may award to the Class Member her, his or its out of pocket losses as a result of the explosion and fire on August 10, 2008. The Class Member must prove this loss by delivery to the Administrator of receipts, invoices or other satisfactory documentary proof, all prepared in the period of August 10, 2008 to February 10, 2009. If a Class Member proves that his or her home was not fit for occupancy by February 10, 2009, documentation prepared after February 10, 2009 may be considered by the Administrator.

40. If there is an allegation of asbestos contamination of soil within the Class Area, the Class Member who owned the property must deliver a soil test report and two estimates of the cost of remediation. The Class Member must prove to the Administrator that asbestos contamination was the result of the explosion and/or the fire on August 10, 2008.

41. If there is an appeal by the Class Member from the decision of the Administrator, the Arbitrator must decide this appeal on the record submitted to the Administrator by the Class Member. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

42. If awards in this category exceed \$1,500,000, the payment to each Class Member will be calculated *pro rata*.

#### **LOSS OF INCOME AND BUSINESS INCOME**

43. Under this category, SS will reserve \$1,800,000.

44. The Administrator may award to a Class Member a loss of income or business loss or rental loss as a result of the explosion and/or fire on August 10, 2008. Each Class Member must submit reliable documentation to the Administrator to prove a loss, such as a letter from an employer or income tax returns or an accountant's report or other satisfactory proof.

45. If there is an appeal by the Class Member from the decision of the Administrator, the Arbitrator must decide this claim on the record submitted to the Administrator by the Class Member. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

46. If awards in this category exceed \$1,800,000, the payment to each Class Member will be calculated *pro rata*.

**PHYSICAL INJURIES AND DAMAGES**

47. Under this category, SS will reserve \$2,000,000.

**LEVEL A1: \$500 FOR MINOR PHYSICAL INJURY**

48. The Class Member must make a formal declaration in the Claim Form (or on behalf of the Class Member, in the case of a Minor) describing the Class Member's minor injury and the duration of his or her minor injury. The Class Member does not need to produce any hospital or medical records.

49. The Administrator may award \$500 to a Class Member if he or she sustained minor injury during the explosion and/or evacuation which healed completely, such as minor sprains, cuts, bruises, and there was no immediate or any visit to a physician or a hospital.

**LEVEL A2: \$2,500 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE**

50. The Class Member must complete a formal declaration in the Claim Form (or on behalf of the Class Member, in the case of a Minor). The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m).

51. The Administrator may award \$2,500 to a Class Member, if he or she sustained musculo-skeletal (soft tissue) injuries during the explosion and/or evacuation which lasted up to 6 months.

**Level A3: \$25,000 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE**

52. The Class Member must describe in the Claim Form (or on behalf of the Class Member, in the case of a Minor) any orthopedic injuries such as broken bones, fracture, muscle tears, ligament damage sustained during the explosion and/or evacuation which healed with no serious, ongoing impairments.

53. The Class Member must deliver to the Administrator Contemporaneous Medical Records, as defined in paragraph 1(m), and any imaging which was done. The Class Member may deliver any other medical information from a physician or hospital records. Claims for medical expenses not covered by insurance must be supported by a letter from a physician or health practitioner qualified to recommend the medical expenses which the Class Member paid.

54. The Administrator may award \$25,000 plus medical expenses not covered by insurance and supported by medical records.

**Level A4: \$50,000 PLUS ALL PECUNIARY DAMAGES, NOT COVERED BY INSURANCE OR SUCH AMOUNT ASSESSED BY AN ARBITRATOR**

55. The Class Member must describe in the Claim Form (or on behalf of the Class Member, in the case of a Minor) any permanent, serious impairment of an important bodily function caused by physical injuries sustained during the explosion and/or evacuation. The Class Member may deliver medical information from a physician or hospital records.

56. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m), and any imaging which was done. The Class Member must deliver an opinion from a specialist identifying the nature of the injury and expressing an opinion on how the Class Member's injury caused permanent, serious impairment of an important bodily function caused by physical injuries sustained during the explosion and/or evacuation.

57. The Class Member may elect to have his or her claim assessed by the Arbitrator. Any Class Member making this request must submit a report from a physician which provides an opinion on how the Class Member's injury caused permanent, serious impairment of an important bodily function caused by physical injuries sustained during the explosion and/or evacuation.

58. The Administrator or Arbitrator may award \$50,000 plus pecuniary damages plus medical expenses not covered by insurance and the costs of records.

**APPEALS FROM THE ADMINISTRATOR'S DECISIONS IN LEVEL A1, A2, A3 AND A4**

59. If there is an appeal by the Class Member from the decision of the Administrator at Levels A1, A2, A3 and A4, the Arbitrator must decide this claim on the record submitted to the Administrator. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

**CATEGORY B: PSYCHIATRIC INJURIES****LEVEL B1: \$700 MINOR PSYCHIATRIC INJURIES**

60. The Class Member must describe in the Claim Form (or on behalf of the Class Member, in the case of a Minor) any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional problems such as asthma, depression or other psychiatric conditions as a result of the explosion and/or evacuation and the symptoms have completely reduced without medical attention and the symptoms have completely resolved within 10 days.

61. The Class Member did not have to visit a physician or attend a hospital as a result of the explosion and/or evacuation and no medical records are required to be produced by the Class Member.

62. The Class Member must make a formal declaration in the Claim Form (or on behalf of the Class Member, in the case of a Minor) describing the Class Member's minor psychiatric injuries and when the symptoms have completely resolved.

63. The Administrator will award \$700 to qualified Class Members under Level B1.

**LEVEL B2: \$2,500 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE**

64. The Class Members must describe in the Claim Form any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other

physical or emotional problems such as asthma, depressions or other psychiatric conditions as a result of the explosion and/or evacuation and the symptoms have completely resolved within 90 days with medical attention.

65. The Class Member must produce a letter from a psychiatrist or psychologist or physician identifying a disorder and expressing the opinion the disorder was caused as a result of the explosion and/or evacuation and symptoms resolved within 90 days.

66. Contemporaneous records are not required, but may be helpful to the Administrator.

67. The Administrator will award \$2,500 plus medical expenses and cost of records not covered by insurance to qualified Class Members under Level B2.

**LEVEL B3: \$10,000 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE**

68. The Class Members must describe in the Claim Form any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional problems such as asthma, depressions or other psychiatric conditions as a result of the explosion and/or evacuation and the duration of the symptoms was more than 90 days and the symptoms resolved within one year.

69. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m).

70. The Class Member must also produce a letter from a psychiatrist or psychologist identifying a disorder and expressing the opinion this disorder was caused or contributed to by the explosion and/or evacuation. The psychiatrist or psychologist must express an opinion that the duration of the symptoms was more than 90 days and the symptoms resolved within one year. If a claim for medical expenses was not covered by insurance, the letter from the psychiatrist or psychologist must support the need for the medical expenses not covered by insurance.

71. The Administrator will award \$10,000 plus medical expenses plus the cost of records not covered by insurance to qualified Class Members under Level B3.

**LEVEL B4: \$15,000 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE**

72. The Class Members must describe in the Claim Form any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional problems such as asthma, depressions or other psychiatric conditions as a result of the explosion and/or evacuation and the duration of the symptoms was more than 90 days but the symptoms resolved within 18 months following the explosion.

73. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m).

74. The Class Member must also produce a letter from a psychiatrist or psychologist identifying a disorder and expressing the opinion this disorder was caused or contributed to by

the explosion and/or evacuation. The psychiatrist or psychologist must express an opinion that the duration of the symptoms was more than 90 days and the symptoms resolved within 18 months. If a claim for medical expenses was not covered by insurance, the letter from the psychiatrist or psychologist must support the need for the medical expenses not covered by insurance.

75. The Administrator will award \$15,000 plus medical expenses plus the cost of records not covered by insurance to qualified Class Members under Level B4.

**LEVEL B5: \$25,000 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE**

76. The Class Members must describe in the Claim Form any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional problems such as asthma, depressions or other psychiatric conditions as a result of the explosion and/or evacuation with no resolution of symptoms.

77. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m)

78. The Class Member must also produce a letter from a psychiatrist or psychologist identifying a disorder and expressing the opinion this disorder was caused or contributed to by the explosion and/or evacuation. The psychiatrist or psychologist must express an opinion that there has been no resolution of the symptoms. If a claim for medical expenses was not covered

by insurance, the letter from the psychiatrist or psychologist must support the need for the medical expenses not covered by insurance.

79. The Administrator will award \$25,000 plus medical expenses plus the cost of records not covered by insurance to qualified Class Members under Level B5.

**LEVEL B6: \$50,000 PLUS ALL PECUNIARY DAMAGES NOT COVERED BY INSURANCE OR SUCH AMOUNT TO BE ASSESSED BY AN ARBITRATOR**

80. A chronic psychiatric disorder as defined in DSM-5 causing a level of impairment that significantly impedes useful functioning in at least one of four aspects: limitations in activities of daily living; social functioning; concentration, persistence, and pace; and deterioration or decompensation in work or work-like settings as described in chapter 14 of the American Medical Association Guides to the Evaluation of Permanent Impairment fourth edition.

81. The Class Member may assert a chronic psychiatric disorder in the Claim Form. He or she must deliver to the Administrator a letter from a psychiatrist identifying a chronic psychiatric disorder and explaining why there exists a marked impairment caused by the disorder and expressing the opinion that the marked impairment and disorder was caused or contributed to by the explosion and/or the evacuation.

82. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m) and other medical records evidencing that he or she underwent some medical treatment since the explosion and/or evacuation consistent with this type of diagnosis.

83. Level B6 Class Members may elect to have his or her claim assessed by the Arbitrator. Any Class Member making this request must submit a report from a psychiatrist which provides an opinion that the alleged psychiatric disorder meets the Level B6 criteria.

84. The Administrator or Arbitrator may award \$50,000 plus all pecuniary damages not covered by insurance plus disbursements associated with the Class Member's Level B6 claim.

**APPEALS FROM THE ADMINISTRATOR'S DECISIONS IN LEVELS B1 to B6**

85. If there is an appeal by the Class Member from the decision of the Administrator at Levels B1 to B6, the Arbitrator must decide this claim on the record submitted to the Administrator. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

**RE-ALLOCATION OF EXCESS FUNDS**

86. After all the eligibility challenges, awards and appeals are final, the Administrator must total all awards in each category separately.

87. If the total amount awarded to the Class Members in any given category is more than the reserve amount for the category, the payment to each Class Member shall be reduced *pro rata* for that category, and the amount of the shortfall in the category will be calculated.

88. If the total amount awarded to the Class Members in any given category is less than the reserve amount, each Class Member in that category will be paid in full and the surplus will be calculated.

89. All shortfalls will share in total surplus, if any, *pro rata*.

90. If there remains any surplus after all reallocations are calculated, the surplus will be paid to the Class Members, *pro rata*, excluding the Subrogated Insurers and the City of Toronto.

#### **REPORTING TO THE COURT AND DISTRIBUTION OF SETTLEMENT FUNDS**

91. After all eligibility challenges, awards and appeals are final, the Administrator shall deliver a report Electronically to Class Counsel, counsel for the Subrogated Insurers and City of Toronto, the Children's Lawyer, and the Public Trustee, listing each Class Member and the amount that he or she will receive under this Distribution Plan.

92. The Court will decide whether or not this report will be sealed in whole or in part.

93. If the Court is satisfied with the Administrator's report, the Court shall approve the distribution and/or make any other order that the Court deems appropriate.

94. After distributing the cheques to the Class Members, inevitably, there will be some cheques that will not be negotiated. After six months, each cheque that has not been negotiated

will be cancelled, and the funds will be paid to the City of Toronto, Office of Emergency Management which supported some of the Class Members.

#1185185

## SCHEDULE "B"

CLAIM ID: \_\_\_\_\_

### SUNRISE PROPANE EXPLOSION - CLASS ACTION PAPER CLAIM FORM – PAGE 1

#### CLAIM FORM – REQUIREMENTS / INSTRUCTIONS

- Claims should be filed online using the secure Online Claims System at [www.sunrisepropaneclassaction.com](http://www.sunrisepropaneclassaction.com). Use a paper claim is available *only if* you do not have access to a computer with an internet connection, and have contacted the Administrator for authorization to submit a paper claim; with this authorization, you will be given a claim ID. This Claim ID *must* be recorded in the space provided at the top of every page of the claim form.
- The Administrator *must* receive the completed and signed claim form and required supporting documents ("the Claim Package") on or before the December 19, 2014 Claims Bar Deadline.
- Send the Claim Package to Marsh Canada, Administrator, Sunrise Propane Class Action Settlement,  
by prepaid mail to: PO Box 428, Station A, Toronto ON M5W 1C2  
or by (toll-free) fax to: 800.782.5619

#### CURRENT INFORMATION ABOUT THE CLAIMANT

##### 1. Claimant's current legal name:

--

*Please be accurate as this name will be used by the Administrator if/when there is a payout in this class action.*

##### 2. Claimant's current mailing address:

Address Line 1:	
Address Line 2:	
Address Line 3:	
City/Town:	Province/State:
Postal / Zip Code:	Country (if not Canada):

##### 3. Claimant's current contact information: (At least one of these must be provided)

Phone: (Area Code) Number	Fax: (Area Code) Number
Email:	

#### CLAIMANT AND CLAIM INFORMATION

4. As this Settlement concerns the explosion at the propane facility located at 48/54/62 Murray Road in the City of Toronto on August 10, 2008, each claim must be tied to an address in the Class Area (the "Evacuation Address"). The Evacuation Address must be located within the Class Area: the area located within the City of Toronto bounded by Keele Street, Highway 401, Sheppard Avenue and Dufferin Street.

Is the Evacuation Address for this Claim the address provided in Question 2 above?  Yes  No

**If No,** complete the table below with the Evacuation Address for this Claim:

Address Line 1:		
Address Line 2:		
Address Line 3:		
City: Toronto	Province: Ontario	Postal Code:

##### 5. Is the Claimant eligible to participate in this Settlement?

Yes  No

**Note:** To be eligible to participate, each of the following four statements must be true.

- On August 10, 2008 at the time of the explosion, the Claimant was present or owned or leased or rented or occupied properties located at the Evacuation Address in Question 2 above.
- The Claimant did not opt out of this class action.
- Claimant is not a defendant or third party in this action.
- Claimant is not an officer, director, servant, or agent of a defendant or third party in this action.

**SCHEDULE "B"**

CLAIM ID: \_\_\_\_\_

**SUNRISE PROPANE EXPLOSION - CLASS ACTION PAPER CLAIM FORM – PAGE 2**

**CLAIMANT AND CLAIM INFORMATION CONTINUED**

**6. Select the phrase that best describes the Claimant:**

Claimant is an Individual     Claimant is a corporation or other type of legal entity.

*If claimant is a corporation or other type of legal entity, answer the question in section A below.*

*If claimant is an individual, answer the five questions in section B below.*

**A. IF THE CLAIMANT IS A CORPORATION OR OTHER TYPE OF LEGAL ENTITY,**

**Was the Claimant's legal name on August 10, 2008 at the time of the explosion, the same as the name in Question 1 above?     Yes     No**

**If No,** Claimant's legal name on August 10, 2008 at the time of the explosion was:

--

**B. IF THE CLAIMANT IS AN INDIVIDUAL,**

**B.1 What is the Claimant's current complete legal name?**

First Name	Middle Name	Last Name
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**B.2 Was the Claimant's legal name on August 10, 2008 at the same of the explosion the same as above?**

Yes     No

**If No,** Claimant's legal name on August 10, 2008 at the time of the explosion was:

First Name	Middle Name	Last Name
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**B.3 Claimant's Date of Birth:** Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

**Note:** *If the Claimant is under 18, he or she must be represented by her/his parent(s) or person(s) with custody. If the Claimant is 16 years old, but has not yet attained the age of 18 years, he or she must be represented by her/his parent(s) or person(s) with custody, and her/his signature is also required.*

**B.4 Is this Claimant mentally capable of managing his/her Claim?     Yes     No**

*If the Claimant is a mentally incapable person, she/he must be represented by the Guardian of Property or the Attorney for Property or by the Public Trustee or by a spouse.*

**B.5 Is the Claimant Deceased?     Yes     No**

**If Yes,** Date of Death: Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

*If the Claimant is deceased, the Claim may be submitted by the estate trustee or by the Claimant's spouse or by any other of his/her family members.*

**CLAIM CATEGORIES**

**7. Category 1: Claim for Subrogated Insurers and City of Toronto Losses     No**  
**(Note: Only Subrogated Insurers & the City of Toronto may claim in Category 1)**

**8. Category 2: Claim for the Deductible(s)     Yes     No**

that a Subrogated Insurer disclosed and deducted from the Claimant's insurance claim that was paid arising from the explosion and/or fire of August 10, 2008 **(Note: All claimants may claim in Category 2.)**

**If Yes,** complete the table below:

<b>Amount of the deductible from this Claimant's insurance:</b>	\$
<b>Name of Insurance Company:</b>	
<b>Policy Number:</b>	
<b>Note:</b> <i>Generally, only one person (per Evacuation Address) should claim in Category 2. The Administrator will notify you if there is a discrepancy between the information received from the Subrogated Insurer and the information above.</i>	



**SCHEDULE "B"**

CLAIM ID: \_\_\_\_\_

**SUNRISE PROPANE EXPLOSION - CLASS ACTION PAPER CLAIM FORM – PAGE 4**

**CLAIM CATEGORIES CONTINUED**

**11. Category 5: Claim for Loss of Income and Loss of Business Income**       Yes       No

*Note: All claimants may claim in Category 5 for loss of income or business loss or rental loss as a result of the explosion and/or fire on August 10, 2008. These losses must be supported by reliable documentation to prove a loss such as a letter from an employer or income tax returns or an accountant's report or other satisfactory proof.*

*If Yes, Total Amount Claimed:      \$*

**12. Category 6: Physical and Psychiatric Injuries and Damages**

*(Note: Only claimants who are Individuals may claim in Category 6.)*

**Category 6 A: Physical Injuries and Damages**

**Claimant claims for physical injuries sustained as a result of the explosion.**       Yes       No

**If Yes, select one of the following physical injury levels:      A1, or A2, or A3, or A4**

*NOTE: Level A4 claimants may elect to have the claim assessed by an arbitrator.  
If selecting Level A4 with Arbitrator, code the level as A4X.*

*Use the symptoms, definitions and requirements in each category to assist with making your selection.*

**Symptoms, definitions and requirements:**

**"Contemporaneous Medical Records"** means medical records which were created from August 10, 2008 up to and including February 10, 2009, six months after the explosion and fire.

**Physical Injury Level Selection (select one level):**

<input type="checkbox"/> <b>A1</b>	<b>Level A1 physical injury with formal declaration of Level A1 physical injuries.</b> Symptoms - Minor injuries (sprains, cuts, bruises) during the explosion/evacuation which are completely healed. Sprains, cuts, bruises. <i>Claimant does not need to produce any hospital or medical requires.</i>
<input type="checkbox"/> <b>A2</b>	<b>Level A2 physical injury with formal declaration of Level 6A2 physical injuries.</b> Symptoms - Musculo-skeletal (soft tissue) injuries during the explosion/evacuation, which lasted up to 6 months. <i>Class Member must submit Contemporaneous Medical Records to document these injuries.</i>
<input type="checkbox"/> <b>A3</b>	<b>Level A3 physical injury.</b> Orthopedic injuries such as broken bones, fracture, muscle tears, ligament damage sustained during the explosion/evacuation which healed with no serious, ongoing impairment. <i>Class Member must submit Contemporaneous Medical Records and any imaging which was done to document these injuries.</i> <u>Use the space below to describe these injuries:</u>
<b>A4</b>	<b>Level A4 physical injury.</b> Permanent, serious impairment of an important bodily function caused by physical injuries sustained during the explosion/evacuation. <i>Injuries must be documented by Contemporaneous Medical Records and imaging which was done, plus a letter from a medical specialist identifying the nature of the injuries, and expressing an opinion on how the Claimant's injury caused permanent, serious impairment of an important bodily function caused by physical injuries sustained during the explosion and/or evacuation.</i>
	<input type="checkbox"/> <b>A4 (A4 claim assessed by Administrator)</b> <input type="checkbox"/> <b>A4-X (A4 claim assessed by Arbitrator)</b> <u>Use the space below to describe this impairment:</u>

**Claim For Medical Expenses And Cost Of Records Not Covered By Insurance**       Yes       No

*Reimbursement of Level A1 uninsured medical expenses and costs of records cannot be claimed. Claims for uninsured medical expenses must be supported by a receipts and a letter from a physician or health practitioner qualified to recommend the expenses for which payment is sought.*

**If Yes, Total Amount Claimed \$** \_\_\_\_\_

**SUNRISE PROPANE EXPLOSION - CLASS ACTION PAPER CLAIM FORM – PAGE 5**

**CLAIM CATEGORIES CONTINUED**

**Category 6 B: Psychiatric Injuries and Damages**

**Claimant claims for psychiatric injuries sustained as a result of the explosion.  Yes  No**

**If Yes, select one of the following physical injury levels: **B1, or B2, or B3, or B4, or B5, or B6****

*NOTE: Level B6 claimants (see following page) may elect to have the claim assessed by an arbitrator.*

*If selecting Level B6 with Arbitrator, code the level as B6X.*

***Use the symptoms, definitions and requirements in each category to assist with making your selection.***

**Psychiatric Injury Level Selection (select one level):**

**B1 Level B1 psychiatric injury with formal declaration of Level B1 psychiatric injuries.**

Minor injuries - Anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional issues such as asthma, depressions, or other psychiatric conditions as a result of the explosion and/or evacuation. Symptoms were completely resolved within 10 days. *Claimant did not need to visit a physician or a hospital as a result of the explosion and/or evacuation and Contemporaneous Medical Records are not required.*

**B2 Level B2 psychiatric injury.**

Injuries - Anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional issues such as asthma, depressions, or other psychiatric conditions as a result of the explosion and/or evacuation. Symptoms were completely resolved within 90 days with medical attention. *Claimant must submit a letter from a psychiatrist or psychologist or physician identifying a disorder and expressing the opinion that the disorder was caused as a result of the explosion and/or evacuation and symptoms resolved within 90 days. Contemporaneous Medical Records are not required but may be help requested by the Administrator. Describe these injuries:*

**B3 Level B3 psychiatric injury.**

Injuries - Anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional issues such as asthma, depressions, or other psychiatric conditions as a result of the explosion and/or evacuation. Duration of the symptoms was more than 90 days with the symptoms resolved within 1 year with medical attention. *Contemporaneous Medical Records are required. Claimant must submit a letter from a psychiatrist or psychologist or physician identifying a disorder and expressing the opinion that the disorder was caused as a result of the explosion and/or evacuation, the duration of the symptoms was more than 90 days, and the symptoms resolved within one year. Describe these injuries:*

**B4 Level B4 psychiatric injury.**

Injuries - Anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional issues such as asthma, depressions, or other psychiatric conditions as a result of the explosion and/or evacuation. Duration of the symptoms was more than 90 days with the symptoms resolved within 18 months with medical attention. *Contemporaneous Medical Records are required. Claimant must submit a letter from a psychiatrist or psychologist or physician identifying a disorder and expressing the opinion that the disorder was caused as a result of the explosion and/or evacuation, the duration of the symptoms was more than 90 days, and the symptoms resolved within 18 months. Describe these injuries:*

**B5 Level B5 psychiatric injury.**

Injuries - Anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional issues such as asthma, depressions, or other psychiatric conditions as a result of the explosion and/or evacuation with no resolution of symptoms. *Contemporaneous Medical Records are required. Claimant must submit a letter from a psychiatrist or psychologist or physician identifying a disorder and expressing the opinion that the disorder was caused or contributed to by the explosion and/or evacuation, and there has been no resolution of the symptoms. Describe these injuries:*



**SCHEDULE "B"**

CLAIM ID: \_\_\_\_\_

**SUNRISE PROPANE EXPLOSION - CLASS ACTION PAPER CLAIM FORM – PAGE 7**

**14. CLAIMANT REPRESENTATIVE DETAILS**

*Complete the table below only if the person who signed and certified this Claim Form is not the Claimant.*

<b>Name of Representative:</b>		First	Middle	Last
<b>Representative's current address:</b> Is the Representative's current mailing address, the same as the Claimant <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <b><i>If No,</i></b> complete the address table below:				
Address Line 1				
Address Line 2				
Address Line 3			City/Town	
Province /State		Postal /Zip Code	Country if not Canada:	
<b>Representative's current contact information:</b> Is the Representative's current contact information, the same as the Claimant? <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <b><i>If No,</i></b> complete the table below: (At least one of these must be provided)				
Phone (Area Code) Number:		Email:		

## **NOTICE OF SETTLEMENT APPROVAL OF THE SUNRISE PROPANE CLASS ACTION**

**This Notice may affect your rights. Please read carefully.**

### **PURPOSE OF THIS NOTICE**

This action arises out of a series of explosions (the "Explosions") which occurred at the Sunrise Propane distribution plant located on 48/54/62 Murray Road in the City of Toronto (the "Facility") on August 10, 2008.

This notice is directed to all Class Members who were present or owned or leased or rented or occupied properties located within the area in the City of Toronto bounded by Keele Street, Highway 401, Sheppard Avenue and Dufferin Street ("Class Area") when the Explosions occurred on August 10, 2008 at the Facility, excluding the defendants and third parties, and excluding the defendants' and third parties' officers, directors, servants, employees or agents.

On August 7, 2014, the settlement was approved by a judge of the Ontario Superior Court of Justice. The defendants and third parties will pay the sum of \$23,345,000 in full and final settlement of all claims in this action in return for a release and a dismissal of the class action. The defendants do not admit any wrongdoing or liability. This settlement is a compromise of disputed claims.

### **SUMMARY OF THE SETTLEMENT TERMS**

A fund of \$7,909,500 will be available to **CLASS MEMBERS** which will be paid as follows:

**INCONVENIENCE and LOST USE:** each Class Member who ordinarily resided in the Class Area and was displaced from their home as a result of the Explosions can claim \$200 per Class Member for one night of displacement and \$50 per day for every day thereafter.

**UNINSURED EXPENSES:** each Class Member who had uninsured expenses can claim for money spent to fix property damage and money spent on out-of-pocket expenses.

**LOST INCOME:** each Class Member may claim for lost employment or business income.

**INSURANCE DEDUCTIBLES:** each Class Member can claim to be reimbursed for their insurance deductibles.

**PERSONAL INJURY FUND:** each Class Member who sustained physical or psychiatric injuries as a result of the Explosions can make a claim for compensation. Categories of compensation range from \$500 to \$50,000 depending upon the severity of the injuries. More serious injuries can be individually assessed.

The **MINISTRY of HEALTH & LONG-TERM CARE** will be partially compensated in the amount of \$24,900 for the past and future health care services provided to Class Members as a result of the Explosions.

All claims for compensation must be accompanied by supporting documentation and must be approved by the Administrator. In some cases, disputes about compensation will be settled by the Arbitrator. Class Members will bear their own costs of obtaining medical records and doctors' notes, if they are required.

In the event that there are excess funds available after all claims are paid in full, the excess funds will be paid to the Class Members *pro rata*. In the event that there are insufficient funds to pay the claims, the awards will be reduced *pro rata*.

An additional \$7,909,500 fund will be available to the **INSURANCE COMPANIES** to be partially compensated for their payments to the Class Members for property damage and other expenses associated with the explosion. The City of Toronto property damage claim will also be paid from this fund.

## HOW DO YOU MAKE A CLAIM FOR COMPENSATION?

Detailed instructions for submitting your claim are available at [www.sunrisepropaneclaimaction.com](http://www.sunrisepropaneclaimaction.com)

You must deliver your completed claim with supporting documentation to the Administrator on or before December 19, 2014 in order to be eligible to receive compensation. If you do not submit a completed claim form on or before December 19, 2014, you will **not** be eligible to receive any settlement funds.

The Administrator will communicate directly with you about the outcome of your claim for compensation.

Most Class Members will receive this notice directly with detailed instructions about how to make a claim. If you believe that you are a Class Member, but you did not receive this notice directly, please visit the website at [www.sunrisepropaneclaimaction.com](http://www.sunrisepropaneclaimaction.com) to get detailed instructions about how to submit a claim for compensation.

## INFORMATION

Any questions for the Administrator regarding the settlement should be directed to:

**BY MAIL:**

Marsh Canada, Administrator  
Sunrise Propane Class Action Settlement  
PO Box 428, Station A, Toronto, ON M5W 1C2

**BY COURIER:**

Marsh Canada, Administrator  
Sunrise Propane Class Action Settlement  
161 Bay St., #1400, Toronto, ON M5J 2S4

Tel: 905.486.2029

Fax: 800.782.5619

Email: [sunriseclaimaction@marsh.com](mailto:sunriseclaimaction@marsh.com)

Any questions for Class Counsel regarding the settlement should be directed to:

Any questions regarding this notice or the proposed settlement should be directed to:

Sharon Strosberg  
SUTTS, STROSBURG LLP  
600-251 Goyeau Street  
Windsor ON N9A 6V4  
Tel: 519.561.6296  
Fax: 519.561.6203  
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Harvin Pitch  
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Toronto, ON M5B 1X3  
Tel: 416.865.5310  
Fax: 416.365.7702  
[hpitch@teplitskycolson.com](mailto:hpitch@teplitskycolson.com)

## INTERPRETATION

This Notice has been approved by the court and is a summary of some of the terms of the judgment in this action. If there is a conflict between the provisions of this notice and the terms of the judgment, the judgment prevails. The judgment can be found at [www.sunrisepropaneclaimaction.com](http://www.sunrisepropaneclaimaction.com)

## **AVVISO DI APPROVAZIONE DELL'ACCORDO RELATIVO ALL'AZIONE LEGALE COLLETTIVA CONTRO SUNRISE PROPANE**

La presente comunicazione può avere influenza sui vostri diritti. Si prega di leggere attentamente.

### **SCOPO DELLA PRESENTE COMUNICAZIONE**

L'azione legale è stata intentata in conseguenza di una serie di esplosioni (le "Esplosioni") avvenute presso l'impianto di distribuzione Sunrise Propane situato all'indirizzo 48/54/62 Murray Road nella Città di Toronto ("l'Impianto") in data 10 agosto 2008.

La presente comunicazione è rivolta a tutte le Parti Civili che si trovavano o erano proprietarie, occupanti, conduttrici o locatarie di immobili siti nella zona della Città di Toronto delimitata da Keele Street, Highway 401, Sheppard Avenue e Dufferin Street ("Zona di Pertinenza") nel momento in cui avvennero le Esplosioni del 10 agosto 2008 presso l'Impianto, ad eccezione dei convenuti, dei terzi e degli amministratori, direttori, funzionari, dipendenti o agenti dei convenuti e dei terzi.

In data 7 agosto 2014 l'accordo è stato approvato da un giudice della Corte Superiore di Giustizia dell'Ontario. I convenuti e i terzi pagheranno la somma di USD 23.345.000 a titolo di liquidazione completa e finale di tutte le richieste di risarcimento relative a questa azione legale a fronte del rilascio di una liberatoria e dell'archiviazione dell'azione legale collettiva. I convenuti negano di avere commesso illeciti e non ammettono alcuna responsabilità. Il presente accordo costituisce una definizione transattiva del contenzioso.

### **RIASSUNTO DELLE CONDIZIONI DELL'ACCORDO**

Sarà reso disponibile per la **PARTI CIVILI** un fondo di USD 7.909.500 da pagarsi come segue:

**DISAGI e PERDITA D'USO:** a ciascuna Parte Civile che risiedeva abitualmente nella Zona di Pertinenza e che sia stata evacuata dalla propria abitazione a causa delle Esplosioni spetta il diritto di richiedere un risarcimento di USD 200 per Parte Civile per la prima notte trascorsa lontano dall'abitazione e USD 50 al giorno per tutti i giorni successivi.

**SPESE NON COPERTE DA ASSICURAZIONE:** a ciascuna Parte Civile che sia incorsa in spese non coperte da assicurazione spetta il diritto di richiedere il rimborso delle spese vive e dei costi sostenuti per riparare i danni alle proprietà.

**MANCATO GUADAGNO:** a ciascuna Parte Civile spetta il diritto di richiedere il risarcimento in caso di perdita del lavoro dipendente o di lucro cessante.

**FRANCHIGIA ASSICURATIVA:** a ciascuna Parte Civile spetta il diritto di richiedere il rimborso della franchigia assicurativa.

**FONDO LESIONI PERSONALI:** a ciascuna Parte Civile che abbia subito lesioni fisiche o psichiatriche a causa delle Esplosioni spetta il diritto di richiedere il risarcimento. Le classi di indennizzo sono comprese tra USD 500 e USD 50.000 a seconda della gravità delle lesioni. Eventuali casi di lesioni più gravi saranno valutati singolarmente.

**AI MINISTERO DELLA SANITÀ E DELLE CURE A LUNGO TERMINE** spetta la somma di USD 24.900 a titolo di risarcimento parziale a fronte delle prestazioni sanitarie fornite e da fornirsi alle Parti Civili a causa delle Esplosioni. Tutte le richieste di risarcimento devono essere accompagnate dalla documentazione giustificativa e sono soggette all'approvazione dell'Amministratore. In alcuni casi le controversie relative al risarcimento saranno definite mediante arbitrato. Restano a carico delle Parti Civili i costi relativi all'ottenimento della documentazione medica e delle cartelle cliniche, se necessarie.

Qualora rimangano disponibili fondi in eccesso dopo la liquidazione totale di tutte le richieste di risarcimento, gli stessi verranno ripartiti *pro rata* tra le Parti Civili. Qualora i fondi stanziati non siano sufficienti per liquidare le richieste di risarcimento, gli importi da corrispondere verranno ridotti *pro rata*.

Un ulteriore fondo di USD 7.909.500 sarà disponibile per le **COMPAGNIE ASSICURATIVE** a titolo di risarcimento parziale a fronte delle somme da esse corrisposte alle Parti Civili per danni alle proprietà e delle altre spese sostenute a causa dell'esplosione. Questo fondo verrà altresì utilizzato per liquidare la richiesta di risarcimento di danni alle proprietà avanzata dalla Città di Toronto.

## COME RICHIEDERE IL RISARCIMENTO?

Le istruzioni dettagliate per l'invio delle richieste di risarcimento sono disponibili sul sito [www.sunrisepropaneclassaction.com](http://www.sunrisepropaneclassaction.com)

Per avere diritto a ricevere il risarcimento, siete tenuti a consegnare all'Amministratore la richiesta compilata e corredata della documentazione giustificativa entro e non oltre il 19 dicembre 2014. In caso di mancata presentazione del modulo di richiesta compilato entro e non oltre il 19 dicembre 2014, **non** avrete diritto ad alcun risarcimento.

L'Amministratore provvederà a comunicarvi direttamente l'esito della vostra richiesta di risarcimento.

Quasi tutte le Parti Civili riceveranno direttamente la presente comunicazione con allegate le istruzioni dettagliate per effettuare la richiesta di risarcimento. Qualora riteniate di essere una Parte Civile, ma non abbiate ricevuto la presente comunicazione direttamente, siete pregati di visitare il sito web [www.sunrisepropaneclassaction.com](http://www.sunrisepropaneclassaction.com) per consultare le istruzioni dettagliate relative all'invio delle richieste di risarcimento.

## INFORMAZIONI

Siete pregati di inviare ai seguenti indirizzi qualunque eventuale quesito rivolto all'Amministratore in merito al risarcimento:

### A MEZZO POSTA:

Marsh Canada, Administrator  
Sunrise Propane Class Action Settlement  
PO Box 428, Station A, Toronto, ON M5W 1C2

Tel: 905.486.2029

Fax: 800.782.5619

E-mail: [sunriseaction@marsh.com](mailto:sunriseaction@marsh.com)

### A MEZZO CORRIERE:

Marsh Canada, Administrator  
Sunrise Propane Class Action Settlement  
161 Bay St., #1400, Toronto, ON M5J 2S4

Siete pregati di inviare ai seguenti indirizzi qualunque eventuale quesito rivolto al Difensore in merito al risarcimento:

Siete pregati di inviare ai seguenti indirizzi qualunque eventuale quesito in merito alla presente comunicazione o alla proposta di accordo:

Sharon Strosberg  
SUTTS, STROSBURG LLP  
600-251 Goyeau Street  
Windsor ON N9A 6V4  
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Toronto, ON M5B 1X3  
Tel: 416.865.5310  
Fax: 416.365.7702  
[hpitch@teplitskycolson.com](mailto:hpitch@teplitskycolson.com)

## INTERPRETAZIONE

La presente comunicazione è stata approvata dal tribunale e costituisce un compendio di alcune delle condizioni previste dalla sentenza per questa azione. In caso di conflitto tra le disposizioni della presente comunicazione e le condizioni della sentenza, fa fede la sentenza. Il testo della sentenza è disponibile sul sito web [www.sunrisepropaneclassaction.com](http://www.sunrisepropaneclassaction.com)

JAMES DURLING et al.

Plaintiffs

vs.

SUNRISE PROPANE ENERGY GROUP INC. et al.

Defendants

Court File No. CV-08-36327100CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT THE  
CITY OF TORONTO

**JUDGMENT**

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