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Superior Court of Justice - Toronto - Civil / Cour supérieure de justice

Court File No./N° du dossier du greffe: CV-20-00636062-00CP

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***ONTARIO***
**SUPERIOR COURT OF JUSTICE**

| | | |
|---|---|---|
| THE HONOURABLE | ) | TUESDAY, THE |
| | ) | |
| JUSTICE E.M. MORGAN | ) | 7th DAY OF APRIL, 2026 |
| | ) | |

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

JESSICA DAWN CREVIER and GAVIN KRAUSE

Plaintiffs

- and -

1351895 ONTARIO LIMITED o/a ELMPARK MANOR APARTMENTS and ONTARIO CORPORATION 256199 o/a RONKAY MANAGEMENT INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**
**(SETTLEMENT APPROVAL)**

**THIS MOTION** made by the Plaintiffs for an Order approving the settlement agreement entered into with Elmpark Manor Apartments and Ronkay Management Inc. (the "Settling Defendants") dated March 4, 2026; approving the form and content of the notice of the approval of the settlement agreement (the "Settlement Approval Notice"); approving the method of dissemination of the Settlement Approval Notice (the "Notice Plan"); and dismissing this action as against the Defendants was heard this day at 330 University Avenue, Toronto, Ontario.

**AND ON READING** the materials filed, including the settlement agreement dated March 4, 2026 attached to this Order as **Schedule "A"** (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs and the Settling Defendants, and the submissions of any objectors, fair and adequate notice of the within hearing having been provided to the Settlement Class in accordance with the Order of this Court dated March 18, 2026;

**AND ON BEING ADVISED** that the deadline for objecting to the Settlement Agreement has passed and there was one objection to the Settlement Agreement;

**AND ON BEING ADVISED** that the deadline for opting out of the Action has passed, and no persons validly and timely exercised the right to opt out;

**AND ON BEING ADVISED** the Settling Defendants approve this Order as to form and content;

1. **THIS COURT ORDERS** that for the purposes of 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 this Order, including the Settlement Agreement, is binding upon the Settling Defendants in accordance with the terms thereof, and upon each member of the Settlement Class that did not validly opt out of this Action, including those Persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg 194 are dispensed with in respect of the Action.

4. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s 27.1 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.

6. **THIS COURT ORDERS** that Class Counsel is authorized and directed to act as the administrator for the settlement and may charge an amount not to exceed $56,500.00 for Administration Costs;

7. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 9, each Releasing Party has released and shall be conclusively deemed to have forever and absolutely released the Released Parties from the Released Claims.

8. **THIS COURT ORDERS** that, upon the Effective Date, each Releasing Party shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Released Parties, or any other Person who may claim contribution or indemnity or other claims over relief from any Released Party, in respect of any Released Claim.

9. **THIS COURT ORDERS** that the use of the terms "Released Parties" and "Released Claims" in this Order does not constitute a release of claims by those members of the Settlement Class who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.

10. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Settlement Class who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Released Parties in respect of or in relation to the Released Claims.

11. **THIS COURT ORDERS** that the form and content of the Settlement Approval Notices, attached hereto as **Schedule "B"**, are hereby approved.

12. **THIS COURT ORDERS** that the Settlement Approval Notice shall be published and disseminated in accordance with the Settlement Agreement and the Notice Plan attached hereto as **Schedule "C"**.

13. **THIS COURT DECLARES** that the dissemination of the Settlement Approval Notices as set out in the Settlement Agreement and the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to the Settlement Class entitled to notice, and satisfies the requirements of notice pursuant to ss 17 through 22, inclusive, of the *Class Proceedings Act, 1992*.

14. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose

of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

15. **THIS COURT ORDERS** that Class Counsel shall, within 60 days after the date on which the settlement funds are fully distributed, file with the Court the report contemplated by section 27.1(16) of the *Class Proceedings Act, 1992*.

16. **THIS COURT ORDERS** that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties.

17. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

18. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Released Party shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.

19. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class.

20. **THIS COURT ORDERS** that, upon the Effective Date, the Action is hereby dismissed as against all Defendants without costs and with prejudice.



**Morgan J.**

# Schedule “A”

**SETTLEMENT AGREEMENT**

Made as of March 4, 2026

B E T W E E N :

JESSICA DAWN CREVIER and GAVIN KRAUSE

Plaintiffs

- and -

1351895 ONTARIO LIMITED o/a ELMPARK MANOR APARTMENTS and ONTARIO CORPORATION 256199 o/a RONKAY MANAGEMENT INC.

Defendants

(all collectively, the "**Parties**")

## I. RECITALS:

**A.** **WHEREAS** on February 10, 2020, the Plaintiffs, Jessica Dawn Crevier and Gavin Krause, commenced a class proceeding bearing court file number CV-20-00636062-00CP at the Ontario Superior Court of Justice (Toronto). The claim arises from a fire that took place on November 15, 2019 at an apartment building at 235 Gosford Boulevard, Toronto, Ontario;

**B.** **WHEREAS** on August 15, 2022, the Honourable Justice E.M. Morgan certified the class action on behalf of the following class:

> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> The Sub-Classes are defined as:
>
> a) All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement (the "Tenants Class");
>
> i. All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class I");
>
> ii. All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class ii");

iii. All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class iii");

iv. All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class iv");

b) All persons in Canada who on November 15, 2019 were regularly residing at the Premises, but not lessors (the "Residents Class"); and

c) All persons in Canada who on November 15, 2019 were visitors or guests at the Premises (the "Visitors Class").

**C.** **WHEREAS** class members were provided an opportunity to opt out of this proceeding, and no class members opted out. The opt out period expired on November 1, 2022;

**D.** **WHEREAS** the parties have engaged in extensive arms-length settlement discussions, including two days of mediation on December 20, 2023 and February 6, 2024 with Leslie Dizgun as the mediator, and a one-day pre-trial before the Honourable Justice Chalmers on October 24, 2025;

**E.** **WHEREAS** as a result of these settlement discussions, the parties have entered into this Settlement Agreement, which includes all the terms and conditions of the settlement between the Defendants and the Plaintiffs, both individually and on behalf of the class members the Plaintiffs represent, subject to approval of the Court;

**F.** **WHEREAS** the Plaintiffs maintain that this class action is well founded in fact and in law and the Defendants deny all of the Plaintiffs' allegations contained in the Amended Statement of Claim and do not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, liability, wrongdoing, or fault of any kind as alleged in the Statement of Claim or otherwise;

**G.** **WHEREAS** the Parties intend by this Settlement Agreement to resolve past, present and future claims of the Plaintiffs and class members arising out of or relating to the allegations contained in the Amended Statement of Claim, without admission or prejudice whatsoever;

**H.** **WHEREAS** the Parties, with their respective counsel (including Class Counsel) have reviewed and fully understand the terms of this Settlement Agreement and, based on their analysis of the facts and law applicable to the Plaintiffs' claims, and having regard to the burden and expense of litigating this class action, including the risks and uncertainties

associated with a trial and appeal, the Parties and their respective counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the parties and the class members;

**NOW THEREFORE** in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that all claims of the Plaintiffs and the class members in this class action be settled, subject to the approval of the Court, on the following terms and conditions:

## II. DEFINITIONS

As used in this Settlement Agreement, including the recitals, the terms defined herein have the following meanings, unless this Settlement Agreement specifically provides otherwise:

- "**Administration Costs**" means all costs, disbursements, expenses, and fees associated with the administration of the Settlement and distribution of Monetary Benefits. Class Counsel will seek Court approval of an amount of up to $56,500, over and above Class Counsel Fees and Disbursements, for Administration Costs.

- "**Claim**" means any request for compensation made by a Class Member to Class Counsel in order to obtain a monetary benefit.

- "**Class Counsel Fees and Disbursements**" means the amount of CAD $189,432.72, including all taxes and disbursements, but not including Administration Costs, to be paid exclusively from the Settlement Amount and awarded at the discretion of the Court.

- "**Class Counsel**" means Diamond & Diamond Lawyers LLP. Subject to the approval of the Court, Diamond and Diamond will act as the administrator of the settlement.

- "**Class Proceeding**" and "**Class Action**" refers to the class action bearing court file number CV-20-00636062-00CP at the Ontario Superior Court of Justice (Toronto).

- "**Court**" means the Ontario Superior Court of Justice.

- "**Defendants' Counsel**" means the law firm of Stieber Berlach LLP.

- "**Distribution Protocol**" means the protocol for distributing the settlement to Class Members who submit a valid Claim, as contemplated by Section XIII.

- "**Effective Date**" means the date on which all of the following events have occurred: (a) the Settlement Approval Order has been issued by the Court; (b) the Class Action has been dismissed and no appeal has been taken or the appeal period has expired; and (c) either: (i) the time to appeal from the Settlement Approval Order and all orders issued in connection with them has expired and no appeal has been taken; or (ii) if a timely appeal of the Settlement Approval Order or any orders issued in connection with them is taken, the date on which the Settlement Approval Order and all orders issued

in connection with them are no longer subject to further direct appellate review if the Settlement Approval Order and all orders issued in connection with them have not been reversed in any way. If Class Counsel and Defendants' Counsel agree in writing, the "Effective Date" can occur on any other earlier agreed date.

- "**Gosford Fire**" means the residential high-rise fire that occurred at 235 Gosford Boulevard, North York, ON M3N 2W3 on November 15, 2019.

- "**Monetary Benefit**" means a payment made to Class Members from the Settlement Amount further to its approval of a valid Claim.

- "**Motion for Settlement Approval**" means the motion filed with the Court for approval of this Settlement Agreement.

- "**Notice Approval Hearing**" means the hearing held by the Court for the purpose of approving notice to the class members of the Settlement Approval Hearing.

- "**Notice Approval Order**" means the order that is issued by the Court approving the Notice to the class members of the Settlement Approval Hearing, as outlined in Section X.

- "**Notice Date**" means the date on which the Phase II of the Notice Program commences, which the Parties anticipate will occur as soon as practicable following the issuance of the Settlement Approval Order.

- "**Notice Program**" means the program for distributing information about the Settlement Agreement to class members contemplated by Section V.

- "**Notices**" means the notices, in their short and long form, approved by the Court.

- "**Release**" means the release described in Section VIII of this Settlement Agreement.

- "**Released Parties**" means the Defendants and their present and former, direct and indirect, parents, subsidiaries, affiliates, divisions, partners, insurers and reinsurers, as well as their respective past, present, and future directors, officers, shareholders, employees, agents, mandataries, insurers, re-insurers, attorneys, trustees, servants and representatives and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

- "**Releasing Parties**" means the Plaintiffs and any Class Members who have not opted out of the class action, as well as their respective heirs, executors, representatives, agents, mandataries, partners, successors and assigns.

- "**Settlement Amount**" means the total all-inclusive amount of six-hundred and fifty thousand Canadian dollars (CAD $650,000.00) which will be paid by or on behalf of the Defendants to Diamond and Diamond Lawyers LLP within 30 days of the issuance of the required Settlement Approval Order.

- "**Settlement Approval Hearing"** means the hearing held by the Court for the purpose of determining whether to approve this Settlement Agreement as fair, reasonable and in the best interests of the class.

- "**Settlement Approval Order**" means the order that is issued by the Court granting final approval of this Settlement Agreement and granting approval of the Distribution Protocol, a draft copy of which is attached as **Schedule "G".**

- "**Settlement Claim Form**" means the electronic and/or paper form(s) that Class members must use to submit a Settlement Claim under this Settlement Agreement.

- "**Settlement Claims Deadline**" means the deadline by which Class members must submit a Settlement Claim Form to Class Counsel to receive a Monetary Benefit. The Settlement Claims Deadline is 90 days after issuance of the Settlement Approval Order but may be extended by agreement of the Parties.

- "**Settlement Claims Period**" means the time period during which Class members may submit a Settlement Claim under this Settlement Agreement. The Settlement Claims Period begins on or before the Notice Date and concludes on the Settlement Claims Deadline.

- "**Settlement Class**" means all persons who, for the purpose of this Settlement Agreement, are class members in this proceeding.

- "**Settlement Website**" means the page on Class Counsel's website that has been used to provide updates to the Class, and shall be updated for settlement administration purposes in the manner contemplated by Section XII of this Settlement Agreement.

- "**Settlement**" and "**Settlement Agreement**" means the settlement contemplated by the terms of this Agreement, including recitals and schedules.

Other capitalized terms used in this Settlement Agreement but not defined in this section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

## III. SCHEDULES

1. The following Schedules to this Settlement Agreement are incorporated into and form part of it as fully as if they were contained in the body of the Settlement Agreement:

    - Schedule A - Notice Program and Distribution Protocol

    - Schedule B – Long Form Notice (Phase I – Settlement Approval Hearing)

    - Schedule C – Short Form Notice (Phase I – Settlement Approval Hearing)

    - Schedule D – Long Form Notice (Phase II – Settlement Agreement and Claims Process)

- Schedule E – Short Form Notice (Phase II – Settlement Agreement and Claims Process)
- Schedule F - Claim Form
- Schedule G – Draft Approval Order

2. In the event of a contradiction between the content of this Settlement Agreement and the content of the Schedules, the Settlement Agreement will prevail.

## IV. APPROVAL OF THE SETTLEMENT

3. This Settlement Agreement is conditional upon approval of the Court. However, the Settlement Agreement is not conditional upon the approval of the Class Counsel Fees.

4. In the event that the Court does not approve the Settlement Agreement, for whatever reason, the Parties would be restored to the state in which they were in prior to the execution of the Settlement Agreement.

## V. NOTICE OF SETTLEMENT CLAIMS PROCESS

5. The parties agree that there will be two phases of Notice:

- Notice of hearing to approve the Settlement Agreement ("Phase I Notice"); and
- Notice of the approval of the Settlement Agreement and Claims process ("Phase II Notice")

6. During both phases, Notice to the Class shall be delivered by four methods:

- Class Counsel will disseminate the Notices by email to class members for whom valid email addresses are available. The email will contain links to the Notices, Class Counsel's website and will include information on how to contact Class Counsel for questions;
- Class Counsel shall distribute the short-form Notices to the media through Cision Newswire or a similar service;
- Class Counsel will maintain a toll-free telephone service to respond to Class members' inquiries; and
- Class Counsel will post the Notices on their website.

7. The Parties have agreed to the Notices and Notice Plan appended as Schedules to this Settlement Agreement, subject to approval of the Court. The Plaintiffs will consult with the Defendants in respect of all aspects of the Notice Program.

8. Publication and administration fees relating to the Notices will be deducted from the Settlement Amount.

9. Subject to the Court's approval, the Parties shall be permitted to make agreed, non-substantive revisions to the notice documents described in this Settlement Agreement without further individual approval by the Courts.

10. Phase II Notice will be distributed within Twenty (20) days of the Effective Date,

## VI. OBJECTIONS

11. **Procedure for Objecting.** Unless otherwise authorized by the Court, any Class Member who has not opted out and who intends to object to the fairness of this Settlement Agreement must do so in writing no later than ten (10) days prior to the Settlement Approval Hearing (hereinafter the "**Objection Date**"). Written objection must be served on Class Counsel no later than the Objection Date at 11:59pm Eastern Standard Time.

## VII. CONSIDERATION

12. **Distribution of Benefits to Class Members.** Class Members shall be eligible to receive a Monetary Benefit in accordance with the Distribution Protocol.

13. **Payment of Expenses Relating to Benefit Distribution.** All Administration Costs relating to the distribution of Monetary Benefits shall be paid from and deducted from the Settlement Amount. Class Counsel will seek Court approval of up to $56,500.00 (inclusive of HST) for Administration Costs.

## VIII. RELEASE OF CLAIMS

14. The Parties agree to the following Release, which shall take effect upon the Effective Date. The terms of the Release are a material term of the Settlement Agreement.

- **Release of Class Members' Claims**. As of the Effective Date, the Releasing Parties will be deemed to have completely released and forever discharged the Released Parties, and each of them, from and for any and all liabilities, claims, crossclaims, causes of action, actions, suits, damages, costs, attorneys' fees and disbursements, losses, expenses, obligations, or demands, of any kind whatsoever, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have stemming from the Gosford Fire and that were alleged or asserted against any of the Released Parties in the Class Action ("**Released Claims**"), including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged in the Statement of Claim or in the pleadings in this Class Action about the Gosford Fire.

- **No Future Suits.** Upon approval of the Settlement Agreement by the Court, the Plaintiffs, the Class members, and Class Counsel shall waive and renounce any right to prosecute, maintain or assert any Released Claim regarding the Gosford Fire in any proceeding against any of the Released Parties or based on any actions taken by any of

the Released Parties (other than what is authorized or required by this Agreement) and shall not seek compensation from any party who may claim contribution over relief from any of the Released Parties. It is agreed that the Settlement may be pleaded as a complete defence to any proceeding subject to this section, instituted by a Class Representative or a Class member. For greater clarity and without restricting the generality of the foregoing, the Class Representatives, the Class Members and the Class Counsel shall not initiate, pursue or maintain any claims or complaints against any of the Released Parties in connection with the Gosford Fire. For the purposes of this subsection, "Class Counsel" includes anyone who is currently employed by or a partner with Class Counsel.

- **Release Not Conditional on Settlement Claim or Payment**. The Release shall be effective with respect to all Releasing Parties, including the Plaintiffs and all Class members, regardless of whether those Class members ultimately submit a Settlement Claim under this Settlement Agreement or accept payment of their Monetary Benefits.

- **Basis for Entering Release**. Class Counsel acknowledge that they have conducted sufficient independent investigation to enter into this Settlement Agreement and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. The Plaintiffs acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the Release, and the legal effect of this Settlement Agreement and the Release.

- **Jurisdiction**. The Court shall retain continuing jurisdiction over all Parties, the Class Action, and this Settlement Agreement to resolve any dispute that may arise regarding this Settlement Agreement or in relation to the Class Action, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of this Settlement Agreement, and no Party shall oppose the reopening and reinstatement of the Class Action on the Court's active docket for the purposes of effecting this Section.

## IX. PUBLICITY

15. In issuing public statements, including responding to any inquiries from the media concerning the Class Action and/or the Settlement of the Class Action, the Plaintiffs, Class Counsel, the Defendants, and Defendants' Counsel will limit their statements to promoting the virtues of the Settlement or other statements that comport with the Notices and the Agreement. Nothing in this section will limit Class Counsel's ability to answer questions from Class Members.

16. The Class Representatives and Class Counsel shall not engage in any conduct or make any statement, directly or indirectly, that this Settlement Agreement constitutes an admission

of liability or an admission of the validity or accuracy of any of the allegations in the Class Action.

## X. NOTICE APPROVAL ORDER

17. The Parties agree to take all actions and steps reasonably necessary to obtain a Notice Approval Order and to fully implement and effectuate this Settlement Agreement. Defendants' Counsel will review in advance and ultimately confirm their consent to the Notices.

18. Any order, ruling or determination made by the Courts amending the wording and the terms for the dissemination and publication of the Notices will not be grounds for nullity or termination of the Settlement Agreement, unless such amendments entail a substantive change to the terms and conditions of the Settlement Agreement.

## XI. SETTLEMENT APPROVAL ORDER

19. As soon as practical after the Notice Approval Order is issued, the Plaintiffs shall file a Motion for Settlement Approval, which shall be heard on April 7, 2026. That motion shall, among other things, ask the Ontario Court to approve the Settlement Agreement, the Class Counsel Fees and Disbursements, and the Distribution Protocol, described in further detail below at Section XIII.

20. The Parties agree to take all actions and steps reasonably necessary to obtain the Settlement Approval Order from the Court and to fully implement and effectuate this Settlement Agreement. The parties further agree to consent to the terms of the Settlement Approval Order, substantially in the form attached as **Schedule "G".**

21. Any order, ruling or determination made by the Court amending the wording and the terms of the Distribution Protocol will not be grounds for nullity or termination of the Settlement Agreement, unless such amendments entail a substantive change to the terms and conditions of the Settlement Agreement.

## XII. SETTLEMENT CLAIMS PROCESS AND ADMINISTRATION

22. **Settlement Claims Process.** The Plaintiffs will seek approval from the Courts of a Distribution Protocol, including a Settlement Claim Form, consistent with the following four steps, all of which shall occur only after approval of this Settlement by the Court:

- **Step 1**: As soon as practicable, Class Counsel shall upload the Notices and Settlement Claim Form to the Settlement Website.

- **Step 2**: Class members will be required to submit a Settlement Claim Form, substantially in the form attached as **Schedule "F".** The Settlement Claim Form must be postmarked or submitted electronically by the Settlement Claims Deadline.

- **Step 3**: Class Counsel shall take appropriate steps to adjudicate the Settlement Claim, including asking for additional information where, in their sole discretion, requesting

such additional information is appropriate. Class Counsel shall have complete and final authority (subject to the ongoing supervisory jurisdiction of the Court) to determine whether individual Settlement Claims are valid or not under the terms of this Settlement Agreement and the Distribution Protocol.

- **Step 4**: Class Counsel shall calculate the payment amount for each timely, valid and complete Settlement Claim, which shall be paid after the Effective Date.

23. **Class Counsel.** Class Counsel shall be responsible for overseeing the implementation and administration of the Settlement Claims process, including validation of eligibility and approval of payments to Class members.

24. **The Court's Ongoing and Exclusive Jurisdiction.** Nothing in this Settlement Agreement undermines the Court's ongoing jurisdiction to supervise the implementation and administration of the Settlement Claims process.

## XIII. DISTRIBUTION PROTOCOL

25. The Plaintiffs will seek approval from the Court of a Distribution Protocol consistent with the following:

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.

- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25 each.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** . In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Law Ontario.

## XIV. CLASS COUNSEL FEES AND DISBURSEMENTS

26. The Defendants will not contest the Class Counsel Fees and Disbursements in the Class Action. The Defendants agree to said amounts, all of which will come out of the Settlement Amount and not be in addition thereto.

27. The Defendants will not object to Class Counsel's motion for the approval of Class Counsel Fees and Disbursements.

28. Any order, ruling or determination made by the Court with respect to Class Counsel Fees and Disbursements shall not be grounds for nullity or termination of the Settlement Agreement. The Class Counsel Fees and Disbursements will be paid from the Settlement Amount within 5 days following the Effective Date.

## XV. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT

29. The Parties and their counsel will cooperate with each other, act in good faith, and use their best efforts to effectuate the implementation of this Settlement Agreement. In the event the Parties are unable to reach agreement on the proposed form or content of the Notices, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

30. The Parties further agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of this Settlement Agreement and to minimize the costs and expenses incurred therein.

## XVI. MODIFICATION OR TERMINATION OF THE SETTLEMENT AGREEMENT

31. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Settlement Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Courts if such changes are consistent with the Settlement Approval Order and does not limit the rights of Class members under this Settlement Agreement.

32. If the Court for any reason does not approve the Settlement, or if the Court issues an order that modifies or excludes any material part of the Settlement Agreement, including the Releases contained therein, or if the Approval Order is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Release set forth in Section VII or to impose greater financial or other burdens on the Defendants than those contemplated in this Settlement Agreement, then the Defendants shall have the option of terminating this Settlement Agreement.

33. In the event of a termination, this Settlement Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Class Action as it existed prior to the execution of the Settlement Agreement. For greater certainty, the Parties agree that, in the event of termination, the Parties will be prohibited from using this Settlement Agreement

and any settlement communications or documents received in the context of the Settlement negotiations as evidence in the Class Action.

34. If an option to withdraw from and terminate this Settlement Agreement arises under the terms above, the Defendants are not required for any reason or under any circumstance to exercise that option.

35. If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Clauses 30, 31, and 42 survive the termination and continue in full force and effect.

## XVII. REPRESENTATIONS AND WARRANTIES

36. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement. The persons signing this Settlement Agreement on behalf of each Party warrant that they are authorized to sign this Settlement Agreement on behalf of that Party.

37. The Plaintiffs represent that they: (1) have agreed to serve as representatives of the Settlement Class already certified; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class; (3) have read the pleadings in the Class Action, or have had the contents of such pleadings described to them; (4) have consulted with Class Counsel about the obligations imposed on representatives of the Settlement Class; and (5) shall remain and serve as representatives of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Settlement Class.

38. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement to Class Members is given or will be given by the Parties or their counsel, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. The Parties further acknowledge and agree that nothing in this Settlement Agreement should be relied upon by any Class Member as the provision of tax advice. Each Class member's tax consequences or liabilities, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that each Class Member's federal, provincial or foreign tax consequences or liabilities may vary depending on the particular circumstances of each individual Class member.

39. The Class Members, including the Plaintiffs, shall hold the Defendants and Defendants' Counsel harmless from any federal, provincial or foreign tax assessments, interest, and/or penalties that result for any amounts paid or benefits provided under this Agreement, and the Defendants shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Class Member's tax consequence.

## XVIII. GENERAL MATTERS AND RESERVATIONS

40. Upon the occurrence of the Effective Date, this Settlement Agreement will be binding upon, and inure to the benefit of, the successors, heirs, transferees, and assignees of the Defendants, the Plaintiffs, and the Class Members.

41. The Parties agree and acknowledge that (1) no government or governmental entity is a party to the Class Action or to this Settlement Agreement, but such entities are not excluded from the Settlement Class; (2) each Party is entering into this Settlement Agreement of its own volition, and no Party is entering into this Settlement Agreement at the direction of a government or governmental entity, or otherwise compelled by a government or governmental entity to do so; and (3) the payments made to class members under this Settlement Agreement are for the purpose of settling claims for restitution, compensation and/or remediation for harm or damage alleged in the Class Action.

42. The Defendants' obligations under Section XII are and shall be contingent upon each of the following:

- Entry by the Court of the Settlement Approval Order;
- The occurrence of the Effective Date; and
- The satisfaction of any other conditions set forth in this Settlement Agreement.

43. The Parties and their counsel agree to keep the contents of this Settlement Agreement confidential until the date on which the Settlement Agreement is filed with the respective Court. The Parties and their counsel may disclose the contents of this Settlement Agreement to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement.

44. The Plaintiffs and Class Counsel agree that confidential information was made available to them solely through the settlement process provided pursuant to the protections of settlement privilege, and was made available on the condition that it not be disclosed to third parties or used for any purpose other than settlement of the Class Action. For avoidance of doubt, and in the interest of working in good faith towards resolution of the Class Action through this Settlement Agreement, the Parties agree that such information shall not be disclosed without a court order or the producing party's prior specific written consent to any third parties, including but not limited to any third parties (or their counsel) who have filed or are considering filing claims against the Defendants in other jurisdictions.

45. This Settlement Agreement and any amendments thereto, and any dispute arising out of or related to this Settlement Agreement, shall be governed by, and interpreted according to the laws in force in the Province of Ontario and the laws of Canada applicable therein.

46. All time periods in this Settlement Agreement shall be computed in calendar days unless otherwise expressly provided. In computing any period of time in this Settlement Agreement or by order of the Court, the day of the act or event shall not be included. The

last day of the period shall be included, unless it is a Saturday, a Sunday, or a Statutory Holiday, or, when the act to be done is the filing of a paper in court, a day on which the court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Settlement Agreement, "Statutory Holiday" includes holidays designated as such in the *Interpretation Act*, R.S.C. 1985, c. I-21.

47. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

48. The Class, Plaintiffs, Class Counsel, Defendants, and/or Defendants' Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

49. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement.

50. The Parties agree that this Settlement Agreement was reached voluntarily after consultation with competent legal counsel and arm's-length settlement negotiations.

51. Neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement is or may be deemed to be or may be used or construed as an admission of, or evidence of, (i) the validity of any of the Released Claims, or of any wrongdoing or liability of any Released Parties or (ii) any fault or omission of any Released Parties in any civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Settlement Agreement be deemed an admission by any Party as to the merits of any claim or defense.

52. Any of the Released Parties may file this Settlement Agreement and/or the Settlement Approval Order in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

53. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

54. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

55. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party

with written notice to its Counsel of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

56. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking the Court's approval of this Settlement Agreement and to use their best efforts to implement this Settlement Agreement.

57. This Settlement Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original.

58. This Settlement Agreement shall be effective upon its execution by the Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel, except for those provisions that require the Court's approval to be effective, and those provisions shall become effective upon their approval by the Courts.

59. If any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Defendants' Counsel on behalf of the Defendants, and Class Counsel, on behalf of the Plaintiffs and class members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Courts before it becomes effective.

60. The Parties acknowledge that they negotiated the terms of this Settlement Agreement and have required and consented that this Settlement Agreement and all related documents be prepared in English.

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**March 4, 2026**



**Elizabeth Bowker, Stieber Berlach LLP**

For 1351895 Ontario Limited o/a Elmpark Manor Apartments

**March 4, 2026**



**Elizabeth Bowker, Stieber Berlach LLP**

For Ontario Corporation 256199 o/a Ronkay Management Inc.

**Toronto, Ontario**

**March 4, 2026**



Gavin Krause

**List of Schedules**

1. Schedule A - Notice Program and Distribution Protocol
2. Schedule B – Long Form Notice (Phase I – Settlement Approval Hearing)
3. Schedule C – Short Form Notice (Phase I – Settlement Approval Hearing)
4. Schedule D – Long Form Notice (Phase II – Settlement Approval and Claims Process)
5. Schedule E – Short Form Notice (Phase II – Settlement Approval and Claims Process)
6. Schedule F - Claim Form
7. Schedule G – Draft Approval Order

# SCHEDULE A – NOTICE PROGRAM AND DISRIBUTION PROTOCOL

## NOTICE PROGRAM

8. Unless otherwise defined in this Schedule A, capitalized terms have the meanings ascribed to them in the Settlement Agreement.

9. This Notice Program and Distribution Protocol will become effective only upon approval by the Court. If the Court does not grant approval, the Notice Program and Distribution Protocol will be null and void and will create no rights or obligations for the Parties or the Class Members.

### i. Distribution of Notice

10. There will be two phases of Notice:

- Notice of hearing to approve the Settlement Agreement ("Phase I Notice"); and
- Notice of the approval of the Settlement Agreement and Claims process ("Phase II Notice")

11. During both phases, notice to the Class shall be delivered by four methods:

- Class Counsel will disseminate the Notices by email to class members for whom valid email addresses are available. The email will contain links to the Notices, Class Counsel's website and will include information on how to contact Class Counsel for questions;
- Class Counsel shall distribute the Short-Form Notices to the media through Cision Newswire or a similar service;
- Class Counsel will maintain a toll-free telephone service to respond to Class members' inquiries; and
- Class Counsel will post the Notices on their website.

12. All publication costs and administration fees related to the Notice Program will be paid from, and deducted against, the Settlement Amount.

### i. CONTENT OF NOTICES

13. Wherever possible, Class Counsel shall replicate the content of the Court-approved notices. Class Counsel may make minor amendments relating to the formatting, size or placement of the text to the Court-approved notices to suit the platform on which the notices will be

posted. Class Counsel with consult with Defendants' Counsel if significant changes are needed.

## DISTRIBUTION PROTOCOL

14. The Distribution Protocol contemplates a determination of eligibility and the distribution to each claimant of a share of the settlement.

15. Class Counsel will implement and manage the Settlement Claims process described in this Distribution Protocol, subject to the ongoing supervision of the Court.

16. All written communications from class members to the Class Counsel must be sent to the following email address: [GosfordSettlement@diamondlaw.ca].

### i. Settlement Claim Form

17. The Settlement Claim Form is part of the Settlement documentation and is attached at Schedule F to this Settlement Agreement.

18. As soon as practicable after the Settlement Approval Order is granted, will post the Settlement Claim Form on the Settlement Website, where it will be available for download throughout the Settlement Claims Period.

19. Class members must submit a Settlement Claim Form to obtain a Monetary Benefit from the settlement, which must be postmarked or submitted electronically no later than the Settlement Claims Deadline (at 11:59PM Eastern Standard Time), which is ninety (90) days after issuance of the Settlement Approval Order, unless extended by agreement of the Parties and/or order of the Court.

20. Class members must complete, sign and date the Settlement Claim Form in order to receive a Monetary Benefit from the Settlement.

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.

- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Ontario.

## ii. Dispute Resolution

21. In its reasonably exercised discretion, and subject to the Courts' supervisory jurisdiction, Class Counsel will determine whether: a) the individual is a class member; b) the Settlement Claim Form is complete and accurate; c) the Settlement Claim Form is properly signed and dated; and d) the information submitted is sufficient to evaluate the claim.

22. If Class Counsel determines that the losses recoverable are less than the amount requested, Class Counsel will notify the claimant at the email address identified on the Settlement Claim Form.

23. The claimant will have ten (10) days from receipt of the notice to respond and indicate acceptance or rejection of Class Counsel's determination.

24. If the claimant rejects the determination, Class Counsel will have ten (10) days to reconsider, make a final determination and communicate that final determination to the claimant. The claimant will then have ten (10) days to accept or reject the final determination.

25. At all times, Class Counsel will be able to consult with Defendants' Counsel regarding any claims filed.

## iii. Payment and Reporting

26. Class Counsel will issue payments for Monetary Benefits to Class Members by cheque or by other commercially reasonable payment method(s), subject to the Court's oversight. Payments will be made only after the Effective Date.

27. Cheques in this regard will be cancelled by Class Counsel 6 months after their issuance.

# SCHEDULE B – LONG FORM NOTICE

## NOTICE OF A CLASS ACTION SETTLEMENT APPROVAL HEARING

**Were you a resident or visitor at 235 Gosford Boulevard, Toronto, Ontario during the fire that took place on November 15, 2019? If so, a proposed class action settlement may affect you. Please read this notice carefully.**

**You do not have to pay anything in order to remain included in this class action and in order to participate in the proposed settlement.**

This notice has been authorized by the Ontario Superior Court of Justice to inform you of the settlement of a class action against Elmpark Manor Apartments and Ronkay Management Inc (CV-20-00636062-00CP) arising from a fire that took place on November 15, 2019 at 235 Gosford Boulevard, Toronto, Ontario.

A hearing to determine if the proposed settlement is fair, reasonable and in the best interests of the class members is scheduled to take place at 10:00am on **April 7, 2025** at the Toronto Superior Court of Justice, 330 University Avenue, Toronto, Ontario.

If you would like help to better understand this notice or the settlement approval process, you can reach out to the lawyers for the class through their contact information below (page 4).

### What is this proceeding about?

On November 15, 2019, a fire broke out at a residential high-rise building at 235 Gosford Boulevard, Toronto, Ontario (**Gosford Apartments**). Hundreds of residents were displaced by the fire for several months and one resident was killed. The class action alleges that the fire was the result of the Defendants' failure to properly maintain Gosford Apartments. The Defendants deny the Plaintiffs' allegations and have not admitted to any wrongdoing.

### How do I know if I am a class member?

To be eligible for payment, you must be a member of the class, which is defined as follows:

> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> The Sub-Classes are defined as:
>
> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement (the "Tenants Class");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class I");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class ii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class iii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class iv");

All persons in Canada who on November 15, 2019 were regularly residing at the Premises, but not lessors (the "Residents Class"); and

All persons in Canada who on November 15, 2019 were visitors or guests at the Premises (the "Visitors Class").

The Court has appointed Jessica Crevier and Gavin Krause as the representatives of the class. Class counsel are Diamond & Diamond Lawyers LLP.

**If you are a class member, and you have not opted out of this proceeding, you will be bound by the settlement and eligible to claim compensation if the settlement is approved.**

**What does the settlement provide?**

The settlement resolves the class action and all claims of class members who have not opted out of the proceeding.

Under the terms of the settlement, Elmpark Manor Apartments and Ronkay Management Inc. has agreed to pay a total of six hundred and fifty thousand dollars (CAD $650,000.00) (the "**Settlement Fund**"). Following deduction of class counsel fees and disbursements, the remaining balance of the Settlement Fund will be calculated in accordance with the structure outlined below:

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.

- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Ontario.

More detailed information is available in the full settlement agreement at Gosford Apartment Fire - Diamond and Diamond Lawyers.

**Class Counsel Fees**

Class counsel will request the Court's approval for legal fees in the amount of CAD $189,432.72, including applicable taxes and disbursements. These amounts will be paid exclusively from the Settlement Fund. It is important to note that the Court may approve the Settlement even if it does not approve the legal fees requested by class counsel.

More detailed information is available in the full settlement agreement at Gosford Apartment Fire - Diamond and Diamond Lawyers.

**Your options and what they mean**

If you are a Class Member, you have the following options:

- **Participate and receive benefits (you have nothing to pay).** If you wish to participate in the Settlement and potentially receive benefits, you do not need to pay or do anything. You are automatically included as a Class Member, unless you opted out. If the Settlement is approved, you will be bound by the Court's judgments and the release in the settlement agreement. You will need to submit a claim form by the claims deadline to receive benefits. Instructions and deadlines for submitting claims will be posted at Gosford Apartment Fire - Diamond and Diamond Lawyers.
- **Object or comment.** You may object to or comment on the settlement agreement. Class members who object or comment will remain bound by the Settlement if it is approved,

regardless of their objection. If you wish to object to or comment on the Settlement, you must send your objection or comment in writing to Class Counsel no later than 5:00pm March 24, 2026, who will then file your objection with the Court. This document must include:

- your full name, current mailing address, e-mail address, and phone number;
- a brief statement of the nature and reasons for your objection or comments;
- whether you intend to attend the hearing in person or through a lawyer (you must provide the lawyer's name, address, e-mail address, and phone number); and
- a statement that the foregoing information is true and correct.

Class Members may also attend the settlement approval hearing. The hearing will take place at 10:00am on **April 7, 2025** at the Toronto Superior Court of Justice, 330 University Avenue, Toronto, Ontario.

**Contact information of class counsel:**

Diamond & Diamond Lawyers LLP act as class counsel. Any legal fees, disbursements, and applicable taxes payable to class counsel will be subject to approval by the Court and will be paid from the Settlement Fund.

For more information and to access the settlement agreement, the claim forms, important deadlines, and any updates regarding the settlement approval hearing, please visit Gosford Apartment Fire - Diamond and Diamond Lawyers or contact class counsel:

**Diamond & Diamond Lawyers LLP**
Mathura Santhirasegaram and Shir Ziscкind
255 Consumers Road, 5th Floor
Toronto, Ontario, M2J 1R4
Phone: (416) 256-1600
Fax: (416) 256-0100
Email: GosfordSettlement@diamondlaw.ca

In case of discrepancies between this notice and the settlement agreement, the settlement agreement prevails.

**The publication of this notice has been approved by the Ontario Superior Court of Justice**

# SCHEDULE C – Short Form Notice

## NOTICE OF A CLASS ACTION SETTLEMENT APPROVAL HEARING

**Were you a resident or visitor at 235 Gosford Boulevard, Toronto, Ontario during the fire that took place on November 15, 2019? If so, a proposed class action settlement may affect you. Please read this notice carefully.**

**You do not have to pay anything in order to remain included in this class action and in order to participate in the proposed settlement.**

Elmpark Manor Apartments and Ronkay Management Inc. have agreed to settle a certified class action involving people who lived at or were visiting 235 Gosford Boulevard during a fire that took place at the building on November 15, 2019. The Ontario Superior Court of Justice will hold a settlement approval hearing at 10:00am on **April 7, 2025** at the Ontario Superior Court of Justice (Toronto Courthouse), 330 University Avenue, Toronto, Ontario.

This notice provides class members with basic information about the lawsuit and settlement. Further information can be found online at Gosford Apartment Fire - Diamond and Diamond Lawyers. You can sign up to receive email updates on the settlement process at the same link. Class members are strongly encouraged to read the long form notice available at Gosford Apartment Fire - Diamond and Diamond Lawyers.

If you would like help to better understand this notice, you can reach out to the lawyers for the class through their contact information below (page 3).

**What is the class action about?**

On November 15, 2019, a fire broke out at a residential high-rise building at 235 Gosford Boulevard, Toronto, Ontario (**Gosford Apartments**). Hundreds of residents were displaced by the fire and one person was killed. The class action alleges that the fire was the result of the Defendants' failure to properly maintain Gosford Apartments. The Defendants deny the Plaintiffs' allegations and have not admitted to any wrongdoing.

**Who is included?**

To be eligible for payment, you must be a member of the class, which is defined as follows:

> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> The Sub-Classes are defined as:

All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement (the "Tenants Class");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class I");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class ii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class iii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class iv");

All persons in Canada who on November 15, 2019 were regularly residing at the Premises, but not lessors (the "Residents Class"); and

All persons in Canada who on November 15, 2019 were visitors or guests at the Premises (the "Visitors Class").

**What Does the Settlement Provide?**

Elmpark Manor Apartments and Ronkay Management Inc. will pay CAD $650,000.00 (the "**Settlement Fund**") to resolve the class action. Subject to the Courts' approvals, after class counsel fees and disbursements, the remaining funds may be used to provide the following, to eligible claimants who submit valid and timely claims (subject to the settlement terms and any *pro rata* adjustments):

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.

- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Ontario.

**What About Class Counsel's Fees?**

Class counsel will seek Court approvals for legal fees of CAD $189.432.72, including applicable taxes and disbursements, to be paid exclusively from the Settlement Fund. The Court may approve the settlement even if it denies the requested legal fees.

**What Options Do Class Members Have?**

1. Do nothing (you have nothing to pay). You will automatically be included as a class member. If the settlement is approved, you will be bound by the judgment and release and may submit a claim by the claims deadline to receive benefits. Instructions and deadlines will be posted at Gosford Apartment Fire - Diamond and Diamond Lawyers.
2. Object or comment. You may object to or comment on the settlement agreement by sending a written submission to class counsel by 5:00pm EST on March 24, 2026 by email. Include your full name, contact information, brief reasons, whether you will attend in person or through a lawyer (with the lawyer's contact information), and a statement that the foregoing is true and correct.

Class Members may also attend the settlement approval hearing at 10:00am on **April 7, 2025** at the Toronto Superior Court of Justice, 330 University Avenue, Toronto, Ontario.

**Do you know any other class members?**

Please share this information with them.

**Class counsel and information**

Diamond & Diamond Lawyers LLP act as class counsel. Any legal fees, disbursements, and applicable taxes payable to class counsel will be subject to approvals by the Courts and will be paid from the Settlement Fund. You do **not** have to pay for these legal fees and disbursements.

Diamond & Diamond Lawyers LLP, Mathura Santhirasegaram and Shir Ziskind
255 Consumers Road, 5th Floor, Toronto, Ontario, M2J 1R4
Phone: (416) 256-1600 x345 | Fax: (416) 256-0100 |
Email: GosfordSettlement@diamondlaw.ca

For the settlement agreement, claim forms, deadlines, and updates, visit Gosford Apartment Fire - Diamond and Diamond Lawyers. In case of any discrepancy between this notice and the settlement agreement, the settlement agreement prevails. The publication of this notice has been approved by the Ontario Superior Court of Justice.

# SCHEDULE D – LONG FORM NOTICE

## NOTICE OF A CLASS ACTION SETTLEMENT APPROVAL

**Were you a resident or visitor at 235 Gosford Boulevard, Toronto, Ontario during the fire that took place on November 15, 2019? If so, a proposed class action settlement affects your legal rights. Please read this notice carefully. Your legal rights will be affected even if you do nothing.**

This notice has been authorized by the Ontario Superior Court of Justice to inform you of the settlement of a class action against Elmpark Manor Apartments and Ronkay Management Inc (CV-20-00636062-00CP) arising from a fire that took place on November 15, 2019 at 235 Gosford Boulevard, Toronto, Ontario. The Ontario Superior Court of Justice has approved the settlement.

If you would like help to better understand this notice or the settlement approval process, you can reach out to the lawyers for the class through their contact information below (page 4).

### What is this proceeding about?

On November 15, 2019, a fire broke out at a residential high-rise building at 235 Gosford Boulevard, Toronto, Ontario (**Gosford Apartments**). Hundreds of residents were displaced by the fire for several months and one resident was killed. The class action alleges that the fire was the result of the Defendants' failure to properly maintain Gosford Apartments. The Defendants deny the Plaintiffs' allegations and have not admitted to any wrongdoing.

### How do I know if I am a class member?

To be eligible for payment, you must be a member of the class, which is defined as follows:

> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> The Sub-Classes are defined as:
>
> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement (the "Tenants Class");
>
> All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class I");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class ii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class iii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class iv");

All persons in Canada who on November 15, 2019 were regularly residing at the Premises, but not lessors (the "Residents Class"); and

All persons in Canada who on November 15, 2019 were visitors or guests at the Premises (the "Visitors Class").

If you are not sure whether you are a member of the class, you may contact Class Counsel for assistance.

**If you are a class member, and you have not opted out of this proceeding, you are bound by the settlement and eligible to claim compensation.**

**What does the settlement provide?**

The settlement resolves the class action and all claims of class members who have not opted out of the proceeding.

Under the terms of the settlement, Elmpark Manor Apartments and Ronkay Management Inc. has agreed to pay a total of six hundred and fifty thousand dollars (CAD $650,000.00) (the "**Settlement Fund**"). Following deduction of class counsel fees, disbursements, and taxes, the remaining balance of the Settlement Fund will be calculated in accordance with the structure outlined below:

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.

- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Ontario.

More detailed information is available in the full settlement agreement at Gosford Apartment Fire - Diamond and Diamond Lawyers.

**Your options and what they mean**

If you are a Class Member, you have the following options:

- **Make a claim:** You may submit a claim for compensation. To do so, you must complete a Claim Form and send it to GosfordSettlement@diamondlaw.ca by **July 7, 2026 at 5:00pm.** A copy of the Claim Form is available at: Gosford Apartment Fire - Diamond and Diamond Lawyers. It is essential that you submit your Claim Form before the deadline.

- **Do Nothing.** If you do not submit a claim for compensation under the settlement before the deadline, you will give up the opportunity to obtain compensation for any harm related to the fire at 235 Gosford Boulevard on November 15, 2019. You will not be able to sue for damages resulting from the fire at a later date.

There will be no further opt-out period. Class Members who did not validly opt out of the class action are bound by the settlement and will not be given an opportunity to opt out of the class action.

**Class Counsel:**

Diamond & Diamond Lawyers LLP act as class counsel. You will not need to pay any legal fees out of your own pocket; however, if you retain another lawyer or representative then you must pay fees, disbursements and taxes associated with their services.

For more information and to access the settlement agreement, the claim forms, important deadlines, and any further updates, please visit Gosford Apartment Fire - Diamond and Diamond Lawyers or contact class counsel:

**Diamond & Diamond Lawyers LLP**
Mathura Santhirasegaram and Shir Ziskind
255 Consumers Road, 5th Floor
Toronto, Ontario, M2J 1R4
Phone: (416) 256-1600
Fax: (416) 256-0100
Email: GosfordSettlement@diamondlaw.ca

In case of discrepancies between this notice and the settlement agreement, the settlement agreement prevails.

**The publication of this notice has been approved by the Ontario Superior Court of Justice**

# SCHEDULE E – Short Form Notice

## NOTICE OF A CLASS ACTION SETTLEMENT APPROVAL

**Were you a resident or visitor at 235 Gosford Boulevard, Toronto, Ontario during the fire that took place on November 15, 2019? If so, a proposed class action settlement affects you. Please read this notice carefully. Your legal rights will be affected even if you do nothing.**

Elmpark Manor Apartments and Ronkay Management Inc. have agreed to settle a certified class action involving people who lived at or were visiting 235 Gosford Boulevard during a fire that took place at the building on November 15, 2019. The Ontario Superior Court of Justice has approved the settlement.

This notice provides class members with basic information about the lawsuit and settlement. Further information can be found online at Gosford Apartment Fire - Diamond and Diamond Lawyers. Class members are strongly encouraged to read the long form notice available at Gosford Apartment Fire - Diamond and Diamond Lawyers.

If you would like help to better understand this notice, you can reach out to the lawyers for the class through their contact information below (page 3).

### What is the class action about?

On November 15, 2019, a fire broke out at a residential high-rise building at 235 Gosford Boulevard, Toronto, Ontario (**Gosford Apartments**). Hundreds of residents were displaced by the fire and one person was killed. The class action alleges that the fire was the result of the Defendants' failure to properly maintain Gosford Apartments. The Defendants deny the Plaintiff's allegations and have not admitted to any wrongdoing.

### Who is included?

To be eligible for payment, you must be a member of the class, which is defined as follows:

> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> The Sub-Classes are defined as:
>
> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement (the "Tenants Class");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class I");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class ii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class iii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class iv");

All persons in Canada who on November 15, 2019 were regularly residing at the Premises, but not lessors (the "Residents Class"); and

All persons in Canada who on November 15, 2019 were visitors or guests at the Premises (the "Visitors Class").

If you are not sure whether you are a member of the class, you may contact Class Counsel for assistance.

**If you are a class member, and you have not opted out of this proceeding, you are bound by the settlement and eligible to claim compensation.**

**What Does the Settlement Provide?**

Elmpark Manor Apartments and Ronkay Management Inc. will pay CAD $650,000.00 (the "**Settlement Fund**") to resolve the class action. Subject to the Courts' approvals, after class counsel fees, disbursements, and administration costs, the remaining funds may be used to provide the following, to eligible claimants who submit valid and timely claims (subject to the settlement terms and any *pro rata* adjustments):

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.
- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Ontario.

**Your options and what they mean**

If you are a Class Member, you have the following options:

- **Make a claim:** You may submit a claim for compensation. To do so, you must complete a Claim Form and send it to GosfordSettlement@diamondlaw.ca by **July 7, 2026 at 5:00pm.** A copy of the Claim Form is available at: Gosford Apartment Fire - Diamond and Diamond Lawyers. It is essential that you submit your Claim Form before the deadline.

- **Do Nothing.** If you do not submit a claim for compensation under the settlement before the deadline, you will give up the opportunity to obtain compensation for any harm related to the fire at 235 Gosford Boulevard on November 15, 2019. You will not be able to sue for damages resulting from the fire at a later date.

**Do you know any other class members?**

Please share this information with them.

**Class Counsel**

Diamond & Diamond Lawyers LLP act as class counsel. You will not need to pay any legal fees out of your own pocket; however, if you retain another lawyer or representative then you must pay fees, disbursements and taxes associated with their services.

For more information and to access the settlement agreement, the claim forms, important deadlines, and any further updates, please visit Gosford Apartment Fire - Diamond and Diamond Lawyers or contact class counsel:

**Diamond & Diamond Lawyers LLP**
Mathura Santhirasegaram and Shir Ziskind
255 Consumers Road, 5th Floor
Toronto, Ontario, M2J 1R4
Phone: (416) 256-1600

Fax: (416) 256-0100
Email: GosfordSettlement@diamondlaw.ca

In case of discrepancies between this notice and the settlement agreement, the settlement agreement prevails.

**The publication of this notice has been approved by the Ontario Superior Court of Justice.**

# SCHEDULE F – GOSFORD APARTMENT FIRE LITIGATION CLAIM FORM

## Section 1: Class Member Information

First Name Last Name

Mailing Address (Street, P.O. Box, as applicable)

City Province Postal Code

Telephone Number (with area code) Email Address

I am making a claim as (please check one of the boxes below):

☐ Class Member (the person who lived at 235 Gosford Boulevard, Toronto, ON at the time of the fire on November 15, 2019).

☐ Representative of a Class Member (a person who is the legal representative of a Class Member who is deceased and/or otherwise under a legal disability (ex. a minor under the age of 18 years old))

## Section 2: Representative Identification

**This section is to be completed ONLY if you are submitting a claim as the representative of a Class Member.** You MUST provide proof of your authority to act as the representative of the Class Member. Before completing this section, you MUST identify the class member you are representing in section one. **Please enclose a copy of your authority to act (i.e. power of attorney, will, etc.)**

I am applying on behalf of a Class Member who is:

☐ A person under a legal disability

☐ Deceased

Representative Information:

First Name Last Name

Mailing Address (Street, P.O. Box, as applicable)

City | Province | Postal Code

Telephone Number (with area code) | Email Address

## Section 3: Claim Information

Please complete each question below:

| | |
|---|---|
| Did you reside at and/or were visiting 235 Gosford Boulevard, Toronto at the time of the fire on November 15, 2019 | ☐YES<br>☐ NO |
| What unit number did you live in or were visiting at the time of the fire? | |

Claim Submission Reminders:

- You may submit your Claim Form by email to GosfordSettlement@diamondlaw.ca.
- Please keep a copy of your Claim Form and documentation.
- Claims must be filed through the Settlement Website by [due date] at 11:59 PM Eastern Standard Time, or mailed so they are postmarked, by [due date] at 11:59 PM Eastern Standard Time.
- If filing by mail, return your completed form to Diamond and Diamond Lawyers LLP, 255 Consumers Road, 5th Floor, Toronto, ON M2J 1R4.

## Section 4: Signature

By filing this claim form, I am certifying that I am a Class Member and am eligible to make a claim in this settlement and that the information I am providing in this claim form is true and correct. I understand that I may not claim amounts that have been otherwise reimbursed to me or that I have already claimed. I understand that my claim may be subject to audit, verification, and Court review.

Signature | Print Name | Date (MM-DD-YYY)

# SCHEDULE G – DRAFT ORDER

Court File No.: CV-20-00636062-00CP

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**

| | | |
|---|---|---|
| THE HONOURABLE JUSTICE MORGAN | ) | MONDAY, THE 7th |
| | ) | |
| | ) | DAY OF APRIL 2026 |

B E T W E E N :

JESSICA DAWN CREVIER and GAVIN KRAUSE

Plaintiffs

- and -

1351895 ONTARIO LIMITED o/a ELMPARK MANOR APARTMENTS and ONTARIO CORPORATION 256199 o/a RONKAY MANAGEMENT INC.

Defendants

**ORDER**
**(SETTLEMENT, FEE AND DISTRIBUTION PROTOCOL APPROVAL)**

**THIS MOTION**, made by:

a. The Representative Plaintiffs, for an order approving the settlement of this action and Distribution Protocol; and

b. Diamond and Diamond Lawyers LLP for the approval of Class Counsel's fees,

was heard this day by judicial videoconference at 393 University Avenue, Toronto, Ontario.

**ON READING** the materials filed and hearing the submissions of counsel for the parties:

1. **THIS COURT ORDERS** that the definitions set forth in the Settlement Agreement, dated _____, apply to this Order.

2. **THIS COURT ORDERS AND DECLARES** that the settlement is fair, reasonable and in the best interests of the Class, and is approved.

3. **THIS COURT ORDERS AND DECLARES** that no person validly opted out of this Class Action in accordance with the certification order made on August 15, 2022 and therefore this Order is binding upon all Class members.

4. **THIS COURT ORDERS** that:

   (a) The Settlement Agreement, attached as Schedule A, is approved and shall be implemented in accordance with its terms and its Schedules, including the Distribution Protocol, Notice Program, Claims Form and Notices; and

   (b) The Defendants will deliver $650,000.00 to Class Counsel in trust within 30 days of the issuance of this Order.

5. **THIS COURT DECLARES THAT:**

   (a) The Defendants and the Third Parties are released from this action;

   (b) Dissemination of the Notice of Settlement Approval Hearing has been completed in accordance with the Notice Plan and the Order of Justice E.M. Morgan dated [date];

   (c) The Settlement Agreement is binding upon the Defendants in accordance with the terms thereof, and upon each member of the Class who did not validly opt out of this Class Action;

   (d) the requirements of rules 7.04(1) and 7.08 of the *Rules of Civil Procedure*, RRO 1990, Reg 194, are dispensed with in respect of this Class Action.

6. **THIS COURT ORDERS AND DECLARES** that the Settlement Claims Deadline is July 7, 2026 at 5:00pm EST, 90 days after the issuance of this Order, but may be extended by agreement of the parties.

7. **THIS COURT ORDERS AND DECLARES** that, within twenty (20) days of the date of this Order, Class Counsel must implement the Notice Program, giving Notice of this Order and the Distribution Protocol, by:

(A) Disseminating the Notices by email to class members for whom valid email addresses are available. The email will contain links to the Notices, Class Counsel's website and will include information on how to contact Class Counsel for questions;

(B) Distributing the Short-Form Notices to the media through Cision Newswire or a similar service;

(C) Maintaining a toll-free telephone service to respond to Class members' inquiries; and

(D) Posting the Notices on their website.

8. **THIS COURT ORDERS AND DECLARES** that the Notice Program provided in the Settlement Agreement satisfies ss. 18 and 20 of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6.

9. **THIS COURT ORDERS AND DECLARES** that

(a) Class Counsel's Fees and Disbursements are fixed at the amount of $189,432.72, inclusive of taxes; and

(b) Class Counsel is authorized and directed to act as the administrator for the settlement and may charge an amount not to exceed $56,500.00 for Administration Costs; and,

(c) Class Counsel is authorized and directed to transfer to the credit of Class Counsel the Class Counsel Fees and Disbursements and Administration Costs from the $650,000.00 held in trust.

10. **THIS COURT ORDERS AND ADJUDGES** that, save as aforesaid, this Action be and is hereby dismissed, with prejudice.

11. **THIS COURT ORDERS** that no person may bring any action or take any proceeding against Class Counsel or Defendants' Counsel 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 Order or the administration of the Settlement Agreement, except with leave of the Court.

12. **THIS COURT ORDERS AND ADJUDGES** that no further costs are payable as between the Plaintiffs, Defendants and Third Parties.

_____

The Honourable Justice Morgan

# Schedule “B”

# SCHEDULE D – LONG FORM NOTICE

## NOTICE OF A CLASS ACTION SETTLEMENT APPROVAL

**Were you a resident or visitor at 235 Gosford Boulevard, Toronto, Ontario during the fire that took place on November 15, 2019? If so, a proposed class action settlement affects your legal rights. Please read this notice carefully. Your legal rights will be affected even if you do nothing.**

This notice has been authorized by the Ontario Superior Court of Justice to inform you of the settlement of a class action against Elmpark Manor Apartments and Ronkay Management Inc (CV-20-00636062-00CP) arising from a fire that took place on November 15, 2019 at 235 Gosford Boulevard, Toronto, Ontario. The Ontario Superior Court of Justice has approved the settlement.

If you would like help to better understand this notice or the settlement approval process, you can reach out to the lawyers for the class through their contact information below (page 4).

### What is this proceeding about?

On November 15, 2019, a fire broke out at a residential high-rise building at 235 Gosford Boulevard, Toronto, Ontario (**Gosford Apartments**). Hundreds of residents were displaced by the fire for several months and one resident was killed. The class action alleges that the fire was the result of the Defendants' failure to properly maintain Gosford Apartments. The Defendants deny the Plaintiffs' allegations and have not admitted to any wrongdoing.

### How do I know if I am a class member?

To be eligible for payment, you must be a member of the class, which is defined as follows:

> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> The Sub-Classes are defined as:
>
> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement (the "Tenants Class");
>
> All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class I");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class ii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class iii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class iv");

All persons in Canada who on November 15, 2019 were regularly residing at the Premises, but not lessors (the "Residents Class"); and

All persons in Canada who on November 15, 2019 were visitors or guests at the Premises (the "Visitors Class").

If you are not sure whether you are a member of the class, you may contact Class Counsel for assistance.

**If you are a class member, and you have not opted out of this proceeding, you are bound by the settlement and eligible to claim compensation.**

**What does the settlement provide?**

The settlement resolves the class action and all claims of class members who have not opted out of the proceeding.

Under the terms of the settlement, Elmpark Manor Apartments and Ronkay Management Inc. has agreed to pay a total of six hundred and fifty thousand dollars (CAD $650,000.00) (the "**Settlement Fund**"). Following deduction of class counsel fees, disbursements, and taxes, the remaining balance of the Settlement Fund will be calculated in accordance with the structure outlined below:

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.

- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Ontario.

More detailed information is available in the full settlement agreement at Gosford Apartment Fire - Diamond and Diamond Lawyers.

**Your options and what they mean**

If you are a Class Member, you have the following options:

- **Make a claim:** You may submit a claim for compensation. To do so, you must complete a Claim Form and send it to GosfordSettlement@diamondlaw.ca by **July 7, 2026 at 5:00pm.** A copy of the Claim Form is available at: Gosford Apartment Fire - Diamond and Diamond Lawyers. It is essential that you submit your Claim Form before the deadline.

- **Do Nothing.** If you do not submit a claim for compensation under the settlement before the deadline, you will give up the opportunity to obtain compensation for any harm related to the fire at 235 Gosford Boulevard on November 15, 2019. You will not be able to sue for damages resulting from the fire at a later date.

There will be no further opt-out period. Class Members who did not validly opt out of the class action are bound by the settlement and will not be given an opportunity to opt out of the class action.

**Class Counsel:**

Diamond & Diamond Lawyers LLP act as class counsel. You will not need to pay any legal fees out of your own pocket; however, if you retain another lawyer or representative then you must pay fees, disbursements and taxes associated with their services.

For more information and to access the settlement agreement, the claim forms, important deadlines, and any further updates, please visit Gosford Apartment Fire - Diamond and Diamond Lawyers or contact class counsel:

**Diamond & Diamond Lawyers LLP**
Mathura Santhirasegaram and Shir Ziskind
255 Consumers Road, 5th Floor
Toronto, Ontario, M2J 1R4
Phone: (416) 256-1600
Fax: (416) 256-0100
Email: GosfordSettlement@diamondlaw.ca

In case of discrepancies between this notice and the settlement agreement, the settlement agreement prevails.

**The publication of this notice has been approved by the Ontario Superior Court of Justice**

# SCHEDULE E – Short Form Notice

## NOTICE OF A CLASS ACTION SETTLEMENT APPROVAL

**Were you a resident or visitor at 235 Gosford Boulevard, Toronto, Ontario during the fire that took place on November 15, 2019? If so, a proposed class action settlement affects you. Please read this notice carefully. Your legal rights will be affected even if you do nothing.**

Elmpark Manor Apartments and Ronkay Management Inc. have agreed to settle a certified class action involving people who lived at or were visiting 235 Gosford Boulevard during a fire that took place at the building on November 15, 2019. The Ontario Superior Court of Justice has approved the settlement.

This notice provides class members with basic information about the lawsuit and settlement. Further information can be found online at Gosford Apartment Fire - Diamond and Diamond Lawyers. Class members are strongly encouraged to read the long form notice available at Gosford Apartment Fire - Diamond and Diamond Lawyers.

If you would like help to better understand this notice, you can reach out to the lawyers for the class through their contact information below (page 3).

### What is the class action about?

On November 15, 2019, a fire broke out at a residential high-rise building at 235 Gosford Boulevard, Toronto, Ontario (**Gosford Apartments**). Hundreds of residents were displaced by the fire and one person was killed. The class action alleges that the fire was the result of the Defendants' failure to properly maintain Gosford Apartments. The Defendants deny the Plaintiff's allegations and have not admitted to any wrongdoing.

### Who is included?

To be eligible for payment, you must be a member of the class, which is defined as follows:

> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> The Sub-Classes are defined as:
>
> All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises (the "Class Members").
>
> All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement (the "Tenants Class");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class I");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class ii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the "Tenants Class iii");

All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the "Tenants Class iv");

All persons in Canada who on November 15, 2019 were regularly residing at the Premises, but not lessors (the "Residents Class"); and

All persons in Canada who on November 15, 2019 were visitors or guests at the Premises (the "Visitors Class").

If you are not sure whether you are a member of the class, you may contact Class Counsel for assistance.

**If you are a class member, and you have not opted out of this proceeding, you are bound by the settlement and eligible to claim compensation.**

**What Does the Settlement Provide?**

Elmpark Manor Apartments and Ronkay Management Inc. will pay CAD $650,000.00 (the "**Settlement Fund**") to resolve the class action. Subject to the Courts' approvals, after class counsel fees, disbursements, and administration costs, the remaining funds may be used to provide the following, to eligible claimants who submit valid and timely claims (subject to the settlement terms and any *pro rata* adjustments):

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.
- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Ontario.

**Your options and what they mean**

If you are a Class Member, you have the following options:

- **Make a claim:** You may submit a claim for compensation. To do so, you must complete a Claim Form and send it to GosfordSettlement@diamondlaw.ca by **July 7, 2026 at 5:00pm.** A copy of the Claim Form is available at: Gosford Apartment Fire - Diamond and Diamond Lawyers. It is essential that you submit your Claim Form before the deadline.

- **Do Nothing.** If you do not submit a claim for compensation under the settlement before the deadline, you will give up the opportunity to obtain compensation for any harm related to the fire at 235 Gosford Boulevard on November 15, 2019. You will not be able to sue for damages resulting from the fire at a later date.

**Do you know any other class members?**

Please share this information with them.

**Class Counsel**

Diamond & Diamond Lawyers LLP act as class counsel. You will not need to pay any legal fees out of your own pocket; however, if you retain another lawyer or representative then you must pay fees, disbursements and taxes associated with their services.

For more information and to access the settlement agreement, the claim forms, important deadlines, and any further updates, please visit Gosford Apartment Fire - Diamond and Diamond Lawyers or contact class counsel:

**Diamond & Diamond Lawyers LLP**
Mathura Santhirasegaram and Shir Ziskind
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Toronto, Ontario, M2J 1R4
Phone: (416) 256-1600

Fax: (416) 256-0100
Email: GosfordSettlement@diamondlaw.ca

In case of discrepancies between this notice and the settlement agreement, the settlement agreement prevails.

**The publication of this notice has been approved by the Ontario Superior Court of Justice.**

# Schedule “C”

# SCHEDULE A – NOTICE PROGRAM AND DISRIBUTION PROTOCOL

## NOTICE PROGRAM

8. Unless otherwise defined in this Schedule A, capitalized terms have the meanings ascribed to them in the Settlement Agreement.

9. This Notice Program and Distribution Protocol will become effective only upon approval by the Court. If the Court does not grant approval, the Notice Program and Distribution Protocol will be null and void and will create no rights or obligations for the Parties or the Class Members.

### i. Distribution of Notice

10. There will be two phases of Notice:

- Notice of hearing to approve the Settlement Agreement ("Phase I Notice"); and
- Notice of the approval of the Settlement Agreement and Claims process ("Phase II Notice")

11. During both phases, notice to the Class shall be delivered by four methods:

- Class Counsel will disseminate the Notices by email to class members for whom valid email addresses are available. The email will contain links to the Notices, Class Counsel's website and will include information on how to contact Class Counsel for questions;
- Class Counsel shall distribute the Short-Form Notices to the media through Cision Newswire or a similar service;
- Class Counsel will maintain a toll-free telephone service to respond to Class members' inquiries; and
- Class Counsel will post the Notices on their website.

12. All publication costs and administration fees related to the Notice Program will be paid from, and deducted against, the Settlement Amount.

### i. CONTENT OF NOTICES

13. Wherever possible, Class Counsel shall replicate the content of the Court-approved notices. Class Counsel may make minor amendments relating to the formatting, size or placement of the text to the Court-approved notices to suit the platform on which the notices will be

posted. Class Counsel with consult with Defendants' Counsel if significant changes are needed.

## DISTRIBUTION PROTOCOL

14. The Distribution Protocol contemplates a determination of eligibility and the distribution to each claimant of a share of the settlement.

15. Class Counsel will implement and manage the Settlement Claims process described in this Distribution Protocol, subject to the ongoing supervision of the Court.

16. All written communications from class members to the Class Counsel must be sent to the following email address: [GosfordSettlement@diamondlaw.ca].

### i. Settlement Claim Form

17. The Settlement Claim Form is part of the Settlement documentation and is attached at Schedule F to this Settlement Agreement.

18. As soon as practicable after the Settlement Approval Order is granted, will post the Settlement Claim Form on the Settlement Website, where it will be available for download throughout the Settlement Claims Period.

19. Class members must submit a Settlement Claim Form to obtain a Monetary Benefit from the settlement, which must be postmarked or submitted electronically no later than the Settlement Claims Deadline (at 11:59PM Eastern Standard Time), which is ninety (90) days after issuance of the Settlement Approval Order, unless extended by agreement of the Parties and/or order of the Court.

20. Class members must complete, sign and date the Settlement Claim Form in order to receive a Monetary Benefit from the Settlement.

- Each Class member within the Residents Class and Tenants Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $1,119.63.

- Each Class member within the Visitors Class presenting a valid Claim will be eligible to receive a Monetary Benefit of up to $25.

- **Residual Balance**. If there are any funds leftover after payments to Class members are calculated, each member of the Residents Class and Tenants Class will receive a proportional increase in their payment, up to a maximum of $5,000 each.

- ***Pro Rata* Adjustments**. In the event that the value of valid Claims for Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements, the amount of Monetary Benefits granted will be reduced *pro rata* accordingly.

- ***Cy Pres Payment*** In the event that there are any funds leftover after payments to Class Members following a payment of up to $5,000 to each member of the Residents Class and Tenants Class, any residual funds shall be donated to Pro Bono Ontario.

## ii. Dispute Resolution

21. In its reasonably exercised discretion, and subject to the Courts' supervisory jurisdiction, Class Counsel will determine whether: a) the individual is a class member; b) the Settlement Claim Form is complete and accurate; c) the Settlement Claim Form is properly signed and dated; and d) the information submitted is sufficient to evaluate the claim.

22. If Class Counsel determines that the losses recoverable are less than the amount requested, Class Counsel will notify the claimant at the email address identified on the Settlement Claim Form.

23. The claimant will have ten (10) days from receipt of the notice to respond and indicate acceptance or rejection of Class Counsel's determination.

24. If the claimant rejects the determination, Class Counsel will have ten (10) days to reconsider, make a final determination and communicate that final determination to the claimant. The claimant will then have ten (10) days to accept or reject the final determination.

25. At all times, Class Counsel will be able to consult with Defendants' Counsel regarding any claims filed.

## iii. Payment and Reporting

26. Class Counsel will issue payments for Monetary Benefits to Class Members by cheque or by other commercially reasonable payment method(s), subject to the Court's oversight. Payments will be made only after the Effective Date.

27. Cheques in this regard will be cancelled by Class Counsel 6 months after their issuance.

JESSICA DAWN CREVIER et al.

Plaintiffs

-and-

1351895 ONTARIO LIMITED O/A ELMPARK MANOR APARTMENTS et al.

Defendants

Court File No. CV-20-00636062-00CP

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

**ORDER**

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