

ORDER

PURSUANT to section 3.1 of the Distribution and Individual Issues Protocol, Epiq has been appointed as the Claims Administrator;

AFTER consultation with each other and Epiq, the Parties have submitted a draft Terms of Appointment of the Administrator and seek the issuance of an Order in accordance therewith;

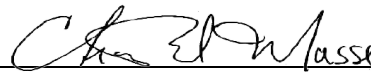
THEREFORE the Courts:

APPROVE the Terms of Appointment of Epiq, attached hereto as **Schedule “A”**;

AND THE COURTS further accept, without the need of formal modifications, that the July 10, 2021 date referred to at sections 4.1, 5.7, 5.8 and 5.9 of the Distribution and Individual Issues Protocol is postponed to a date corresponding to 30 business days from the date of the present Order.



Justice Perell



Justice Masse

Schedule A

TERMS OF APPOINTMENT OF THE ADMINISTRATOR

DEFINITIONS

1. Terms defined in these Terms of Appointment have the same meaning as in the Order of the Court.¹ For ease of reference, they are reproduced here:

“Administrator” means Epiq Class Action Services Canada Inc;

“Canada” means the Defendant, the Attorney General of Canada;

“Class Counsel” means:

- a) Koskie Minsky LLP in *Brazeau*;
- b) McCarthy Tétrault LLP and Koskie Minsky LLP in *Reddock*; and
- c) Trudel Johnston & Lespérance in *Gallone*;

“Claims Form” means the claims form approved by the Court;

“Court” means the Ontario Superior Court of Justice or the Superior Court of Québec;

“CSC” means the Correctional Service of Canada;

“Database” means a secure information system for the collection and retention of all Claimants’ documents and information;

“Information at Rest” means information contained in Records located on the Administrator’s storage devices or in the Administrator’s specific components of information systems including but not limited to Blobs, Files, Database, data disks or media (USB keys), detection/prevention systems, filtering routers, authenticator content and Virtual Machines Operating Systems;

“Information in Transit” means information contained in Records that is moving from one location to another across networks;

“Interactive Web Site” means a secure Web site, which allows for the communication of Records, developed by the Administrator and provides information about the claims process, contact information, and includes terms of use governing the Claimants’ (or their legal representatives) use of the Web Site;

“Manager/Expert” means a qualified professional as defined by the Protocol;

¹ *Brazeau v AGC, Reddock v. AGC, Gallone c. AGC*, 2021 ONSC 4294

“Notice” means the Notice of Judgment in *Brazeau, Reddock, and Gallone* as approved by the Court;

“ToA Order” means the Courts’ order approving the Terms of Appointment of the Administrator;

“Parties” means the Attorney General of Canada, Christopher Brazeau and David Kift, Jullian Jordea Reddock and Arlene Gallone;

“Personal Information” means information about an identifiable individual and without limiting the generality of the foregoing, includes:

- a) “personal information” as defined in the *Privacy Act*, R.S. 1985, c. P-21; and
- b) “personal health information” as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5;

“Protocol” means Distribution and Individual Issues Protocol as approved by the Court;²

“Record(s)” means all information received or generated under the Protocol, and these Terms of Appointment including those that contain Personal Information;

“Roster” means the group of Manager/Experts appointed by the Parties or by the Court;

“Security Incident” means an alert that a breach of security may be taking place or may have taken place, or an act, event or omission that could result or has resulted in the compromise of information, assets, or services.

GENERAL

A. Additional Roles

2. The Administrator must act in accordance with these Terms of Appointment, all Court orders³ and the Protocol approved therein. Further, the Administrator may perform such other necessary and related roles to which the Parties may mutually agree upon from time to time. The Parties are not required to obtain further Court approval for any such additional roles.

² *Brazeau v AGC, Reddock v. AGC, Gallone c. AGC*, 2020 ONSC 7229, 2021 ONSC 4294, 2021 ONSC 4982

³ *ToA Order and Brazeau v AGC, Reddock v. AGC, Gallone c. AGC*, 2020 ONSC 7229, 2021 ONSC 4294, 2021 ONSC 4982

B. Enforcement

3. The Parties with authorization of the Court may seek enforcement of the obligations contained herein.

C. Language of Work and Materials

4. The Administrator must provide adequate services in both official languages. This obligation includes but is not limited to: making support lines, claims materials, and Interactive Web Site contents available in both official languages. All communications between the Administrator and claimants must be in the official language of the claimant's choice. When translating written communications, the Administrator must employ translators with relevant experience and competence to translate, unless the Parties agree to using a different translation service on a case-by-case basis.

CLAIMS ADMINISTRATION PROCESS

A. Administration and Management of Claims Process

5. The Administrator must develop a process to administer and manage the claims in accordance with the Protocol⁴ and these Terms of Appointment, as they may change from time to time and as they are approved by the Courts, which must notably include taking the following actions:
 - a) Distribute the Notice, Claims Form and, when applicable, prepaid envelopes;
 - b) Create and maintain a secure Interactive Web Site that meets the minimum requirements in Section D;
 - c) Develop and maintain a secure Database that meets the minimum requirements in Section D;
 - d) Accept Claims Forms in writing by mail, via fax or scanned in an email, and via fillable PDF or other online format available, at the choice of Claimant;
 - e) Keep an up-to-date version of the Administrator's information security policy referred to as the "Privacy Policy" found on the interactive website and inform Claimants of material changes which could affect them on the same website;

⁴ As issued by the Court in *Brazeau v AGC*, *Reddock v. AGC*, *Gallone c. AGC*, 2020 ONSC 7229, 2021 ONSC 4294, 2021 ONSC 4982

- f) Handle all matters required for the efficient and effective management, processing and review of all claims;
 - g) Provide information and respond to inquiries concerning the claims process, through a toll-free support lines to assist Claimants, family, or guardians, or other persons who make inquiries on behalf of Claimants, from 9 a.m. to 9 p.m. ET, Monday to Friday, or such further extended hours as the Parties may request;
 - h) Generate a confirmation of receipt of each received claim form;
 - i) The Administrator must establish a process flow identifying the business processes timeline and sequencing of events in accordance with the Protocol;
 - j) Attend and participate in the meetings of a Joint Management Committee jointly created by the Parties to address matters arising under these Terms of Appointment;
 - k) Provide secretarial function at the Joint Management Committee meetings by keeping minutes and maintaining accurate and complete records of the Joint Management Committee meetings to allow for verification, audit, or review as required; and
 - l) Provide reports to the Parties containing the information as set out in the Protocol, and provide information and additional reports as may be requested by the Parties or the Court.
6. In order to be discharged, the Administrator must permanently destroy hard copy or electronic form of all documents (including the Database) relating to a claim from all storage devices, and must certify such destruction to the Court and the Parties in writing, after having retained these documents for the shortest period of time, but not less than two (2) years, taking into consideration applicable legal requirements.

B. Resolution of Disputes

- 7. Disputes arising between the Parties will be addressed at a Joint Management Committee Meeting. Parties may seek the guidance of the Court should matters not be resolved at the Joint Management Committee Meeting.
- 8. Any legal action taken by the Administrator or the Parties must be conducted in Ontario or Quebec.

C. Development and Maintenance of Database and Interactive Web Site

9. The Administrator must develop and maintain a secure Database and Interactive Web Site in consultation with the Parties, which comply with the requirements described in Section D.
10. In carrying out this obligation, the Administrator must allow for the creation of a file for each Claimant, including information from the CSC Spreadsheet of eligible Claimants and other related elements such as Claims Form, Track Selection Form and Tier A & B disclosure, required by the Administrator in order to manage the claims process.

D. Security

11. The Administrator must establish, maintain and respect measures (including its information security policies, programs, procedures, and technical and physical safeguards), to preserve the integrity and confidentiality of Information in Transit and Information at Rest from such misuses as destruction, loss, alteration or unauthorized access. To safeguard such information, the Administrator must employ measures that are at least as stringent as Government of Canada and industry best practices and standards (whichever provides for greater protection) related to security and privacy. In carrying out this obligation, the Administrator must:
 - a) Allow individuals and entities identified in the Protocol to have secure access to the Database files they are entitled to access, and implement identity authentication measures to ensure their authorized access;
 - b) Transmit all Records via secure file transfer channels, as approved for transfers between federal government agency networks over the Internet, for Personal Information up to Protected B;
 - c) Allow for the secure transmission of Records to and from the Interactive Web Site;
 - d) Secure the Information at Rest so that: i) a password (or a similar access control mechanism, such as biometric access) is required; ii) passwords (or similar access control mechanisms) are provided only to individuals who require access to the Records and iii) any deletions or additions of users are controlled and tracked;
 - e) Safeguard any Information at Rest from external access using methods that are generally used by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;
 - f) Maintain a secure back-up copy of all Records, updated at least weekly;

- g) Ensure compliance with the requirements of section F.2.3 of the Treasury Board Secretariat (TBS) Directive on Security Management (DSM) information sharing agreement, as though the policy were applicable to the Administrator;
 - h) Ensure compliance with the requirements of section B.2.5 of the TBS DSM, as though the policy were applicable to the Administrator, and ensure that, at minimum, supply chain security measures are implemented to establish and maintain reasonable confidence in the security of sources of information systems and IT components, in accordance with applicable security requirements;
 - i) Ensure that where there is any inconsistency between the policies referred to in (g) and (h) above, and the other requirements of these Terms of Appointment, that the requirement which provides the greater data protection and security are complied with;
 - j) Secure any hard copy Records in a locked cabinet contained in an area where access is controlled and is subject to continuous monitoring by the Administrator;
 - k) Ensure that all Information at Rest and all Information in Transit (which, for greater certainty, includes all data related to the Database) is processed, accessed and remains at all times within the geographic boundaries of Canada;
 - l) Ensure that all servers, devices, and any other repository of the Records, or any part thereof, at all times remain within the geographic boundaries of Canada;
 - m) Ensure that in carrying out its obligations that it does not retain any subcontractors outside of Canada; and
 - n) Ensure that the Database is physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other information systems.
12. The Database must separate user functionality from information system management functionality. The separation can be either physical or logical, and implemented by using different computers, different central processing units, different instances of operating systems, different network addresses, different web interfaces, virtualization techniques, or combinations of these or other methods, as appropriate.
13. The Database and Interactive Web Site must protect the confidentiality and integrity of transmitted Records at all times when transmission occurs outside the boundaries

of an approved Shared Services Canada end-state data centre or legacy data centre when it can be demonstrated that such data centre includes required physical and personnel security controls to meet information security designation or classification requirements. When such cannot be demonstrated, protection of the confidentiality and integrity of transmitted information must be protected at all times end-to-end.

14. The Administrator must ensure that approved cryptographic mechanisms are implemented at all times defined in compliance with CCCS/TBS applicable standards, policy notices and guidance.
15. The Administrator must protect the confidentiality and integrity of user and system Information at Rest. System information requiring protection includes configurations or rule sets for firewalls, gateways, intrusion detection/prevention systems, filtering routers, authenticator content and virtual machines operating systems.
16. Prior to granting access to Records, data, assets, and information systems, to the Administrator's employees, contractors, subcontractors, or agents (and always on a needs-to-know basis), the Administrator must assess and comply with all security, contractual, and regulatory requirements for their access.
17. The Administrator must maintain an audit log that electronically records all instances of and attempts to access Records stored electronically.
18. The Administrator must notify the Parties immediately of any Security Incident. In the event of a Security Incident, the Administrator must provide a detailed written report of the circumstances and remedial actions taken after the investigation is completed.
19. On receipt of the notice of a Security Incident, CSC upon consulting with the Parties, may do any of the following:
 - (a) review the steps proposed by the Administrator to address or prevent a recurrence of the Security Incident;
 - (b) recommend that any additional specific steps be taken to prevent a recurrence;
 - (c) suspend or instruct the Administrator to suspend the disclosure of Records until satisfied that the Terms of Appointment, and any directions issued under sub-clause b, have been complied with.

E. Privacy and Confidentiality

20. The Administrator must comply with the *Personal Information Protection and Electronic Documents Act*, S.C. 2000 c. 5. In addition, the Administrator must comply with all applicable Federal and Provincial laws of Canada regarding: the

collection, retention, use, processing, disclosure, transfer and protection of Personal Information; and any cyber incident, information security, data breach notification and record-keeping requirements.

21. Notwithstanding any of the Administrator's policies to the contrary, the Administrator must only use the Records for the specific purposes for which they are collected pursuant to these Terms of Appointment, and must not disclose them unless: i) authorized by law for the sole purposes of that law and with the prior written consent of the Court; ii) authorized by the Protocol and these Terms of Appointment.
22. Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Administrator must immediately notify Canada, in order to provide Canada with an opportunity to participate in any relevant proceedings.
23. The Administrator must protect the privacy of the Personal Information. To do so, at a minimum, the Administrator must:
 - a) not use any personal identifiers (e.g. or social insurance number) to link multiple databases containing Personal Information⁵;
 - b) segregate all Personal Information from the Administrator's own information and records;
 - c) restrict access to the Personal Information to people who require access to perform the work under these Terms of Appointment, and in compliance with the security measures in section D;
 - d) provide training to anyone to whom the Administrator will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the work. The Administrator must provide this training before giving an individual access to any Personal Information and the Administrator must keep a record of the training and make it available to the Parties if requested;
 - e) keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information;
 - f) include a notation on any Record(s) for which an individual has requested a correction if the Administrator has decided not to make the correction for any reason. Whenever this occurs, the Administrator will immediately advise

⁵ For clarity, this does not apply to the FPS as long as it is used for the specific purposes of the Protocol.

Canada of the details of the requested correction and the reasons for the Administrator's decision not to make it; and

g) keep a record of the date and source of the last update to each Record.

24. In addition to the obligations set out in these terms, the Administrator must obtain from all its employees and contractors, including Manager/Experts, who require access to Records a signed non-disclosure agreement, in the following form, before they are given access to any claimant information.

NON-DISCLOSURE AGREEMENT

In the course of my work as an employee, Administrator, subcontractor, officer, agent or representative of Epiq Class Actions Services Canada Inc. pursuant to the order of the Ontario and Quebec Superior Courts in Court File *Brazeau v. AGC*, and *Reddock v. AGC*, and *Gallone c. AGC*, 2021 ONSC 4294, I _____, may be given access to information in connection with the Administrative Segregation Class Actions claims process. Such information may include Class Member information or information that is confidential or proprietary to third parties, and information conceived, developed or produced by Epiq Class Actions Services Canada Inc. as part of its mandate. For the purposes of this Non-Disclosure Agreement, information includes but is not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed, divulged or released to a person or that a person becomes aware of during the performance of the Federal Administrative Segregation Class Action Claims Process.

I must not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever manner or form, any information described above to any person other than a person employed by Canada or Plaintiffs' counsel on a need to know basis in accordance with the Court order. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions jointly by Canada and Plaintiffs' counsel, to prevent the divulgence, release or disclosure of or access to such information in contravention of this Non-Disclosure Agreement.

I must not use any information provided to the Administrator by a claimant for any reason beyond the purposes required to support the Administrator in its role in this matter and I hereby acknowledge that I have no right of ownership whatsoever with respect to this information.

I agree that the obligation of this agreement will continue in force and in perpetuity, notwithstanding the termination or voiding of the Final Protocol.

Name (printed)

Signature

F. Administration of Claims

(A) Recruitment and Coordination of Manager/Experts

25. The Administrator must:

- a) Develop a process for the recruitment of a Roster of Manager/Experts;
- b) Propose to Canada and Class Counsel a selection of individuals with qualifications as set out in 6.3 of the Protocol to be appointed to the Roster of Manager/Experts;
- c) Retain the qualified individuals as agreed upon by Canada and Class Counsel to constitute the Roster of Manager/Experts;
- d) Hire, train, manage and support the Manager/Experts; and provide them secure tools to preform their functions (such as laptops);
- e) Identify a Lead Manager/Expert from amongst the Manager/Experts on the Roster, and establish their roles and responsibilities to be approved by Canada and Class Counsel;
- f) Coordinate and consult with the Lead Manager/Expert and the Roster of Manager/Experts in the context of Track 2 and 3 Claims.

(B) Payment of Awards

26. Canada will transfer the aggregate damages award to the Administrator, in trust, for the purpose of administering the claims pay outs.

27. The Administrator must:

- a) Invest the aggregate damages award at a Bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46;

- b) For Track 1 Claims, pay the claimant's share of the aggregate damages award within sixty (60) days after it has determined all timely eligible Claims Forms;
- c) For Track 2 and Track 3 Claims, hold the claimant's share of the aggregate damages award in trust pending the completion of the claimant's Track 2 or Track 3 Claim, after which the Administrator must pay the claimant their share;
- d) For Track 2 and Track 3 Claims, pay:
 - i. Class Counsel fee and/or the fee of the lawyer retained by the claimant;
 - ii. Any amounts owing to the Class Proceedings Fund, if any, or the *Fonds d'aide aux actions collectives* including reimbursement for disbursements; and
 - iii. The balance of the damages award, along with the claimant's share of the aggregate damages award, to the claimant.
- e) Make such payments as the Court shall further direct with respect to any remainder of funds after all assessed claims are paid, in conformity with C.C.P. and with the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*;
- f) Pay any monies owing to a Class Member who is incarcerated in a federal correctional institution to their prisoner account, unless the Class Member directs otherwise; and,
- g) Pay any monies owing to a Class Member who is not incarcerated in a federal correctional institution and to a Class Member who is incarcerated in a federal correctional institution, but has asked that the payment not be made in the prisoner account, by cheque made out in the Class Member's name or, if applicable, in the name of the Class Member's authorized representative.

PROFESSIONAL FEES

G. Fee Structure

- 28. Canada will pay for all reasonable fees and expenses of the Administrator under the Protocol and these Terms of Appointment, both documents which are to be approved by the Court. Subject to the preceding statement and for greater clarity, there is no cap to the Administrator's fees.
- 29. Canada will pay for administration services based on the agreed upon pricing summary and standard rates.

30. If, at any time, the Administrator considers that the total amount for services as indicated in its initial cost estimate received on July 22, 2021, exclusive of HST, will be insufficient to complete the administration of the Protocol, the Administrator must notify Canada forthwith.
31. To ensure the continued availability of funds, the Administrator must notify CSC when the cost of services rendered reaches 50% and 70% of the total amount for services as indicated in its initial cost estimate, exclusive of HST. As applicable at that time, the Administrator must provide Canada with a written estimate for the additional funds required.

H. Invoicing and Payment Schedule

32. Canada will pay all of the Administrator's fees in accordance with these Terms of Appointment, or any further terms of Appointment as may be agreed by the Parties in writing, on a monthly basis for the work covered by the invoice where an accurate and complete invoice and any other documents required by the Terms of Appointment have been submitted in accordance with the invoicing instructions provided by Canada in writing.
33. By submitting an invoice, the Administrator certifies that the invoice is consistent with the work delivered and is in accordance with the Terms of Appointment.
34. The original and one (1) copy of the invoice must be forwarded for certification and payment to the following address:

Nancie Proulx
Director, BRG Class Actions Management Office
Correctional Service Canada
340 Laurier Avenue West
Ottawa (Ontario) K1A 0P9,

or

nancie.proulx@csc-scc.gc.ca
ClassActionsOffice/BureauRecoursCollectifs.GEN-NHQ@CSC-SCC.GC.CA

35. The amounts claimed under the Terms of Appointment are subject to government audit both before and after payment is made. The Administrator must keep proper accounts and records of the cost of providing the services described in these Terms of Appointment and keep all documents relating to such costs for 6 years after it receives the final payment under the Terms of Appointment.
36. Fees include all services rendered; no additional compensation for annual leave statutory holidays, sick leave, travel, overhead, or any other expense will be payable.

37. The Administrator, or any of its of personnel, contractors, sub-contractors, officers, agents or representatives, is not an employee, servant, officer, agent or other emanation of her Majesty the Queen in Right of Canada. The Administrator is responsible for all deductions and remittances required by law in relation to its employees, contractors, sub-contractors, officers, agents or representatives.

REPORTING

38. The Administrator must report to the Court pursuant to paragraph 3.19 of the Protocol.
39. The Administrator, in consultation with the Parties, is to develop and make available a series of relevant aggregate reports, metrics, or both.

INSURANCE

40. The Administrator must forward to Canada within ten (10) days after the Terms of Appointment being approved by the Court, a certificate of insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. The Administrator must, if requested by Canada, forward to Canada a certified true copy of all applicable insurance policies.
41. The Administrator must obtain, maintain in full force and effect throughout the duration of the administration of the claims process and until being discharged by the Court, pay for and renew, the following insurance extending to, and in amounts commensurate with, the Administrator's obligations under the Protocol:
- a) Commercial General Liability Insurance in an amount agreed upon between the Parties and the Administrator per accident or occurrence and in the annual aggregate. Canada is to be added as an additional insured, but only with respect to liability arising out of the Administrator's performance of its obligations under the Protocol. The interest of Canada must be stated in the policy as follows: Her Majesty the Queen in Right of Canada as represented by the Attorney General of Canada;
 - b) Errors and Omissions Liability Insurance in an amount agreed upon between the Parties and the Administrator per loss and in the annual aggregate, inclusive of defence costs;
 - c) Comprehensive Crime Insurance - Loss Payee must be stated in the policy as follows: Canada as its interest may appear or as it may direct; and
 - d) Such other additional insurance coverage, including privacy breach/cyber breach insurance, which is commercially reasonable for a prudent claims Administrator, and wherever possible, names Her Majesty the Queen in Right

of Canada as represented by the Attorney General of Canada as an additional insured.

42. Each of the policies shall contain: (a) a waiver by the insurer of any rights of subrogation or indemnity, or any other claim over, to which such insurer might otherwise be entitled against Her Majesty the Queen in Right of Canada or those for whom Her Majesty the Queen in Right of Canada is in law responsible; and (b) a severability of interests' clause and a cross-liability clause.
43. If the policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the destruction of hard copy or electronic form of all documents (including the Database) by the Administrator.
44. The following endorsement must be included in all policies:

Notice of Cancellation: The Insurer must provide the Parties with thirty (30) days written notice of cancellation or any changes to the insurance policy.
45. The Administrator is responsible for determining the insurance coverage that is necessary to fulfil its obligations under the Protocol and these Terms of Appointment and to ensure compliance with any applicable law. All insurance coverage is at the Administrator's expense and for its own benefit and protection. It does not release the Administrator from or reduce its liability.
46. Neither compliance nor failure to comply with the insurance requirements set out herein shall relieve the Administrator of its liabilities and obligations.
47. Litigation Rights: Notwithstanding that the Administrator is not an agent of the Crown, pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, the policies must provide that, if a suit is instituted for or against Canada which the insurer would have the right to pursue or defend on behalf of Canada as an additional insured under the Administrator's insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt to:

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

48. Canada reserves, and the policies must provide that Canada reserves, the right to co-defend any action brought against the Administrator or Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against the Administrator or it, and Canada does not agree to a proposed settlement agreed to by the Administrator's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Administrator's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.
49. The Administrator must not be liable for errors in payment or Compensation made to recipients to the extent that the Administrator was acting in accordance with the standards to be expected of a commercially reasonable and prudent claims administrator.

BRAZEAU, REDDOCK, and GALLONE

and ATTORNEY GENERAL OF
CANADA
Defendant

Ontario Court File No.: CV-17-570771-
00CP; CV-15-532532-00CP

Quebec Court File No.: 500-06-000781-167

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

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