

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) Wednesday, THE 14th
)
MR. JUSTICE GLUSTIEN) DAY OF MAY, 2025

DALE PAUS and GLEN WOO

Plaintiffs

AND:

**CONCORD ADEX DEVELOPMENTS CORP.,
TODDGLEN CONSTRUCTION LIMITED, and
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1438**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the plaintiffs for an Order: approving a notice of proposed settlement to the class; and approving the method of dissemination of the notice of proposed settlement to the class, was heard this day at Toronto, Ontario.

ON BEING ADVISED of the defendants' consent, and that the parties have entered into a settlement agreement, as signified by the Settlement Agreement dated April 10, 2025, subject to court approval,

AND ON READING the materials filed, including the motion record of the plaintiffs and the affidavit of Caleb Edwards, made on May 7, 2025,

1. **THIS COURT ORDERS** that this Order incorporates herein, and makes a part hereof, the Settlement Agreement attached hereto as Schedule "1" (the "Settlement Agreement").

Unless otherwise provided herein, the definitions set out in the Settlement Agreement apply to this Order.

Settlement Approval Hearing

2. **THIS COURT ORDERS** that it will decide:

- (a) Whether to approve the Settlement Agreement as fair, reasonable and in the best interests of the Class Members;
- (b) Whether to approve the fee request of the Class Counsel; and
- (c) Any other matters as the Court may deem appropriate

at a virtual hearing to be held on July 4, 2025 at 10:00 a.m. ET at Osgoode Hall, 130 Queen Street West, Toronto, Ontario;

Conditions of Settlement

3. **THIS COURT ORDERS** that if (i) the Settlement Agreement is terminated for any reason set out therein or (ii) any specified condition to the Settlement Agreement is not satisfied and any party seeks to terminate the Settlement Agreement:

- (a) this Order shall be set aside, be of no further force or effect, and be without prejudice to any party;
- (b) the Settlement Agreement and all proceedings in connection therewith shall be null and void, except insofar as expressly provided in the Settlement Agreement, and without prejudice to the rights of the plaintiffs and the defendants;
- (c) each party to the within action shall be restored to his, her, or its respective position as it existed immediately prior to the execution of the Settlement Agreement.

Notice

4. **THIS COURT ORDERS** that the long form and short form notices of proposed settlement substantially in the form attached hereto as Schedule “2” and “3”, respectively are hereby approved.

5. **THIS COURT ORDERS** that Verita Global shall be appointed as the claims administrator (“**Claims Administrator**”).

6. **THIS COURT ORDERS** that the Claims Administrator shall cause the short form notice to be hand delivered to all units within Matrix Towers prior to June 6, 2025.

7. **THIS COURT ORDERS** that the Claims Administrator shall cause the short form notice to be published in an English-language newspaper to be selected by Class Counsel, as an advertisement with a maximum size of a ¼ page.

8. **THIS COURT ORDERS** that the Claims Administrator shall undertake a social media campaign on Facebook, Reddit and in targeted online forums relating to urban issues, real estate and construction defects, designed to inform individuals who might be part of the class of the settlement and settlement approval hearing.

9. **THIS COURT ORDERS** that the long form notice in English shall be:

- (a) posted on the settlement website to be established by the Claims Administrator;
and
- (b) posted on Class Counsel’s website.

10. **THIS COURT ORDERS** that the costs of preparing, printing, publishing, mailing and otherwise disseminating the short form and long form notices shall be paid by the Claims Administrator from the Settlement Amount.

11. **THIS COURT ORDERS** that Class Counsel will


- (a) Post the Notices on their websites for the class proceeding;
- (b) Send the short form notice to each person who registered with Class Counsel and provided a valid email address; and
- (c) Send the notices to counsel for the condominium corporation and request that the condominium corporation post the Notices on their website and publicly within the building;

12. **THIS COURT ORDERS** that the form and manner of notice as set out above and approved herein, are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the requirements of notice under s. 19 of the *Class Proceedings Act*.

The Claims Administrator

13. **THIS COURT ORDERS** that the Claims Administrator be responsible for the following: (a) disseminating notice to the Settlement Class; (b) certifying by affidavit to the Court compliance with paragraphs 5 to 9 of this Order; (c) establishing a website for purposes of posting the Notice in English, the Settlement Agreement and related documents; (d) creating an opt-out form (the “Opt-Out Form”); (e) accepting and maintaining documents sent from Class Members, including receiving Opt-Out Forms and other documents relating to the settlement administration; (f) certifying by affidavit to the Court the number of requests to opt out by no later than five days before the settlement approval hearing; and (g) all other responsibilities designated to the Claims Administrator in the Settlement Agreement.

14. THIS COURT ORDERS that the costs of the Claims Administrator in completing the responsibilities as set out in paragraph 13 shall be paid to the Claims Administrator from the Settlement Amount.


The Honourable Mr. Justice Glustein