

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)

FRIDAY, THE 8TH DAY

MR JUSTICE MEW

)

OF MAY, 2020

)

B E T W E E N:

JANE DOE

Plaintiff

- and -

~~ANTHONY GARRY SOLOMON~~

THE ESTATE OF ANTHONY GARRY SOLOMAN, DECEASED

Defendant



Issued under the Class Proceedings Act, 1992

ORDER
(Certification & Settlement Approval)

THIS MOTION, made by the Plaintiff for an order that this action be certified as a class proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 ("*Class Proceedings Act*") and an order approving the Settlement Agreement, was heard this day by way of video conference.

ON READING the materials files, including:

- a) the Notice of Motion regarding the Certification and Settlement Approval;
- b) the Affidavit of Darcy R. Merkur, sworn April 27, 2020 and the exhibits attached thereto;
- c) the Affidavit of Sarah Davidson, sworn April 27, 2020 and the exhibits attached thereto;
- d) the Settlement Agreement attached to this Order as **Schedule "A"**; and,
- e) the Plaintiff's Factum.

ON HEARING the submissions of counsel for the Plaintiff and counsel for the Defendant and on being advised that the Plaintiff and the Defendant consent to this Order,

Certification of the Class Proceeding

1. THIS COURT ORDERS that the within proceeding be and is hereby certified as a class proceeding pursuant to the *Class Proceedings Act* as against the Defendant, The Estate of Anthony Garry Solomon, deceased (hereinafter "the Defendant").

2. THIS COURT ORDERS that the Class is defined as:

All persons who were notified by the police that they had been surreptitiously video recorded by the Defendant.

(hereinafter referred to as the "Class" or "Class Members").

3. THIS COURT DECLARES that the nature of the claim asserted on behalf of the Class Members to be for damages or other monetary relief against

the Defendant for surreptitiously video recording the Class Members, which the Plaintiff alleges to have caused personal injuries.

4. THIS COURT ORDERS that the Plaintiff is granted leave to amend the Statement of Claim to substitute Sarah Davidson for Jane Doe as Plaintiff in accordance with the Amended Amended Statement of Claim attached to this Order as **Schedule "B"**.

5. THIS COURT ORDERS that the title of proceedings is hereby amended as follows:

Court File No. CV-17-0343-00CP

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

~~JANE-DOE~~ SARAH DAVIDSON

Plaintiff

- and -

~~ANTHONY GARRY SOLOMON~~
THE ESTATE OF ANTHONY GARRY SOLOMAN SOLOMON, DECEASED

Defendant

6. THIS COURT ORDERS that Sarah Davidson is hereby appointed as Representative Plaintiff in the within proceeding.

7. THIS COURT ORDERS that the within proceeding be and is hereby certified on the basis of the following common issues:

- (a) whether Dr. Anthony Garry Solomon breached a duty of care or fiduciary duty owed to Class Members by allegedly surreptitiously video recording Class Members; and,
- (b) if Dr. Anthony Garry Solomon breached a duty of care or fiduciary duty owed to the Class Members, did the Class Members suffer damages as a result of the breaches?

Settlement Approval and Binding Effect

8. THIS COURT ORDERS that the Settlement Agreement attached to this Order as **Schedule "A"** is fair, reasonable and in the best interests of the Class and is hereby approved pursuant to s. 29 of the *Class Proceedings Act*, 1992, and that the Settlement Agreement shall be implemented and enforced in accordance with its terms.

9. THIS COURT ORDERS that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the parties. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

10. THIS COURT ORDERS that there is no admission of liability on the part of the Defendant and all such liability is denied.

11. THIS COURT ORDERS that this Order, the Settlement Agreement and any and all determinations made on appeal by Epiq Class Actions Services Canada Inc. (the "Administrator") in relation thereto, are binding upon each Class Member, 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* are dispensed with in respect of this Action.

12. THIS COURT DECLARES that for greater certainty, and subject to paragraph 29 of this Order, each Class Member is bound by this Order, whether or not such Class Member receives compensation, or whether or not such person claims compensation pursuant to the Settlement Agreement or otherwise.

13. THIS COURT ORDERS that any Class Member seeking compensation pursuant to the Settlement Agreement must submit a completed "Compensation Request Form" to Thomson, Rogers before or on July 1, 2020. The Compensation Request Form is attached to this Order as **Schedule "C"**.

Administration & Appeals

14. THIS COURT ORDERS that the Administrative Fund is hereby approved in the total all-inclusive amount not to exceed \$20,000.00.

15. THIS COURT ORDERS that Epiq Class Action Services Canada Inc. is appointed as the Administrator in accordance with the Letter of Engagement attached to this Order as **Schedule "D"**.

16. THIS COURT ORDERS that Class Members' claims will be evaluated under the Settlement Agreement in accordance with the Settlement Administration Guideline attached as **Schedule "E"** to this Order.

17. THIS COURT ORDERS that Class Members seeking to review and/or appeal their claim, in relation to eligibility, must do so in accordance with the Settlement Agreement and the Settlement Administration Guideline.

18. THIS COURT DECLARES that the Defendant shall not have any responsibility or liability whatsoever relating to the administration of the settlement.

Dismissal, Release and Bar of Claims

19. THIS COURT ORDERS that the within action shall be and is hereby dismissed against the Defendant, The Estate of Anthony Garry Solomon, deceased, with prejudice and without costs.

20. THIS COURT ORDERS that the Plaintiff, the Class Members, and their respective agents, successors, and assigns, and each of them (the

“Releasers”), have released the Defendant, The Estate of Anthony Garry Solomon, deceased including its executors, trustees, employees, servants, agents, successors and assigns, and the children of Dr. Anthony Garry Solomon (the “Releasees”), from any and all actions, causes of action, claims, subrogated claims, demands, damages, interest, costs, expenses, and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which the Releasers now have or at any time hereafter can, shall, or may have in any way resulting from the claims that have been, could have been, or should have been made by the Plaintiff in the within action (the “Released Claims”).

21. THIS COURT ORDERS that every Releaser is hereby prohibited from instituting, continuing, maintaining or asserting, either directly or indirectly, whether in the United States or Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person, corporation or legal entity who may claim contribution or indemnity, or other claims of relief over from the Releasee in respect of any Released Claim or any matter arising out of or related in any way whatsoever to any Released Claim (a “Third Party”).

22. THIS COURT DECLARES that all claims for contribution, indemnity or other claim over inclusive of claim, interest and costs, including a claim for a determination of a share of fault in respect of any Released Claim or any matter arising out of or related in any way whatsoever to any Released Claim by any

person or Party against a Releasee are barred, prohibited and enjoined unless such a claim is made by a person who has opted out of the within action.

23. THIS COURT ORDERS that if a Releasor contravenes paragraph 21 of this Order, they must indemnify and save harmless the Releasee against which a Third Party is seeking contribution, indemnity or other relief from any costs (including legal fees), expenses, losses, liabilities or damages whatsoever incurred in connection with or in any way related to defending or responding to any proceeding brought by the Third Party.

Supervision

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

Termination

25. THIS COURT DECLARES that this Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

Notice of Settlement

26. THIS COURT ORDERS that the "Notice of Settlement" attached as **Schedule "F"** to this Order is hereby approved.

27. THIS COURT ORDERS that the Notice of Settlement shall be provided to the Class in the following manner (the "Notice Plan"):

- (a) Sending the Notice of Settlement by mail to:
 - (i) all Class Members who have provided their contact information to Class Counsel; and,
 - (ii) all Class Members whose contact information was provided to Class Counsel by the Attorney General of Ontario pursuant to the Order of Justice Mew dated February 18, 2020; and,
- (b) publishing the Notice of Settlement on the webpage being maintained by Class Counsel at www.thomsonrogers.com and www.bonnlaw.ca

28. THIS COURT ORDERS that this Order shall be posted on the webpage being maintained by Class Counsel until November 1, 2020 and that no further notice of this settlement approval is required.

Opt Outs

29. THIS COURT ORDERS that Class Members who wish to opt out of the class proceeding may opt out of by serving written notice of their decision to opt out of the proceeding (the "Opt Out Notice") in the form of the "Opt Out Form" attached to this Order as **Schedule "G"** and by forwarding same to Class Counsel at the address set out in the Notice of Settlement. Notice of the decision

to opt out must be received by Class Counsel as set out in the Notice of Settlement on or before July 1, 2020.

30. THIS COURT ORDERS that all patients of the Defendant other than those that fall within the Class (hereinafter defined as "Uncompensated Patients") who intend to issue a proceeding in relation to the common issues as defined in paragraph 7 of this Order, must provide written notice to Defence Counsel by no later than July 1, 2020 (hereinafter referred to as the "Notice Deadline") advising of their intention to make a claim related to the common issues set out above (the "Uncompensated Patient Notices") and must serve a claim issued in the Ontario Superior Court of Justice on Defence Counsel by no later than August 31, 2020 (hereinafter referred to as the "Claim Deadline").

31. THIS COURT ORDERS that Uncompensated Patients are barred from bringing a proceeding in relation to the common issues as defined in paragraph 7 of this Order unless it is in accordance with paragraph 30 of this Order.

32. THIS COURT ORDERS that Class Counsel shall advise Counsel for the Defendant of the number of Opt Out Notices received by Class Counsel pursuant to paragraph 29 of this Order as they are received and, in any event, by July 3, 2020, and shall report to Counsel for the Defendant upon request of particulars of the Opt Out Notices received.

33. THIS COURT ORDERS that Counsel for the Defendant shall notify Class Counsel in writing within fifteen (15) days of July 1, 2020 (hereinafter referred to as the "Termination Deadline"), where there are collectively four (4) or more Opt Out Notices and/or Uncompensated Patient Notices delivered, of the Defendant's position on whether the settlement will be terminated.

34. THIS COURT ORDERS that the Defendant shall direct Stevenson Whelton LLP to, and Stevenson Whelton LLP will, pay the settlement amount, set out in paragraph 5 of the Settlement Agreement, to the Administrator within ten (10) days of the Termination Deadline, unless the Defendant terminates the settlement in accordance with paragraph 33.

35. THIS COURT ORDERS THAT where Counsel for the Defendant advises Class Counsel that the Defendant will proceed to complete the settlement, notwithstanding that there are four (4) or more opt outs and/or notices from Uncompensated Patients, the settlement monies shall be paid in accordance with paragraph 34 of this Order.

Defendant's Right to Know Whether Individual a Class Member

36. THIS COURT ORDERS that the Administrator shall, upon written request from Counsel for the Defendant setting out the names of individuals who may be Class Members, advise Counsel for the Defendant as to whether those individuals are Class Members.

Class Counsel Fees

37. THIS COURT ORDERS that the fees and disbursements of Class Counsel, in the total amount of \$142,973, inclusive of taxes, are fair and reasonable and the said fees and disbursements shall be paid out of the settlement monies.



Mew J.

Entered at
Inscrit a **BELLEVILLE**

JUN 26 2020

in Book No.
au Registre No. **#7328**

SCHEDULE "A"

SETTLEMENT AGREEMENT

BETWEEN:

JANE DOE (TO BE SUBSTITUTED FOR SARAH DAVIDSON AS
REPRESENTATIVE PLAINTIFF)

(the "Plaintiff")

AND:

THE ESTATE OF ANTHONY GARRY SOLOMON, DECEASED

(the "Defendant")

(collectively, the "Parties" and each a "Party")

WHEREAS:

- A. The Plaintiff has commenced an action under the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 (the "*Class Proceedings Act*") against the Defendant in respect of claims arising out of alleged surreptitious and improper video recording of patients;
- B. On or about December 9, 2019, the Plaintiff and the Defendant expressed an intention to enter into an agreement to settle their dispute on the terms set out in a proposed Settlement Agreement to be formalized; and,
- C. The Agreement herein is the formalized Settlement Agreement.

THEREFORE in consideration for good and valuable consideration, including the covenants and agreements of the Parties herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SD.

Condition Precedent

1. The obligations of the Parties to complete under this Agreement are made on a without prejudice basis and are subject to court approval being obtained under the *Class Proceedings Act*.

Definitions

2. For the purposes of this Agreement, the following definitions apply:
 - (a) The "Action" is defined as proceedings commenced by the Plaintiff against the Defendant in the Ontario Superior Court of Justice, Court File No. CV-17-0343-00;
 - (b) The "Class" is defined as: "All persons who were notified by the police that they had been surreptitiously video recorded by the Defendant" (hereinafter collectively referred to as the "Class" or "Class Members"); and,
 - (c) The "Uncompensated Patients" are defined as: "All patients of the Defendant other than those that fall within the Class";

Payment

3. Ten (10) days following obtaining the Approval Order or a date as determined by court order, the Defendant will pay \$425,000.00 to Stevenson Whelton LLP in trust (the "Settlement Payment").
4. The Defendant shall direct Stevenson Whelton LLP to pay, and Stevenson Whelton LLP shall pay, the Settlement Payment to Epiq Class Action Services Canada Inc. (or such other approved administrator, to be referred to as the "Administrator") in full and final settlement of all claims within ten days of the Termination Deadline as defined below, unless the Defendant exercises its Termination Right.

Approval

5. The Settlement Payment will be broken down as set out below:
 - (a) \$350,000.00 ("Total Damages");
 - (b) administration costs payable to Epiq Class Action Services Canada Inc., inclusive of any and all notice costs, of \$20,000.00 ("Administration Costs") (with any savings on this amount being allocated to the Total Damages); and,
 - (c) partial indemnity costs, inclusive of disbursements and HST, of \$55,000.00 (the "Total Defendant's Cost Contribution").

SD

6. For clarity, Plaintiff's counsel will be seeking solicitor/client fees, plus tax and plus disbursements, to be paid out of the Total Damages paid in an amount to be approved by the Court, with the Total Defendant's Cost Contribution being allocated to the Total Damages.
7. Plaintiff's counsel will evaluate Class inclusion by those claiming to be Class Members. Class Members determined to not be included in the Class will be notified of their right to have their Class inclusion reviewed by an Administrator following Court approval of the settlement and such a review by an Administrator will be final and binding. It is acknowledged and understood that the Defendant takes no position in relation to the issue of Class inclusion nor to the distribution of the Total Damages.
8. Class Members will be eligible to a pro rata share of the Total Damages. Having regard to the available information about the potential Class size, it is anticipated that Class Members will receive approximately \$1,000 each (or more), after payment of approved solicitor-client fees.
9. The Parties agree to the following procedure for settlement approval, subject to directions from the Court:
 - (a) Plaintiff's counsel will:
 - (i) receive information from the Crown, to be produced in accordance with a Court Order, regarding the names and last known addresses of all Class Members;
 - (ii) provide all Class Members with the court approved notice;
 - (iii) retain the Administrator to assist as set out herein;
 - (iv) ensure adherence to an approved notice plan with assistance from the Administrator if necessary;
 - (v) receive and review applications for compensation submitted by Class Members and determine Class inclusion;
 - (vi) move to obtain Court approval of the settlement;
 - (vii) disburse the Settlement Payment with assistance from the Administrator as necessary;
 - (viii) Plaintiff's counsel will, in addition to providing any formal notice required by the Court, write to all known Class Members (including potential Class Members within Plaintiffs' counsel database):
 - A. advising of the settlement, subject to Court approval;
 - B. notifying them of the date of the approval motion and the process to object to the settlement;

- C. explaining the parameters of the settlement as set out herein, along with reasons for those parameters;
 - D. providing information as to how their compensation, if any, has been assessed; and,
 - E. advising of their right to request a binding review of their Class inclusion to an Administrator, following approval of the settlement by the Court and in accordance with any process approved by the Court in relation thereto;
- (ix) Plaintiff's counsel will:
- A. Receive and review applications for Class inclusion by Class Members so as to determine whether they are Class Members;
 - B. provide their claim analysis to the Administrator along with contact information for all Class Members; and,
 - C. provide the Administrator with the entire files relating to any Class Members filing a review;
- (x) Plaintiff's counsel will:
- A. Ensure a Notice of Settlement Approval is published in accordance with any Court approved notice plan; and,
- (b) Defence counsel will:
- (i) Consent to an Order requiring the disclosure by the Crown of the names and last known address of Class Members to Plaintiff's counsel in the form attached as Schedule A;
 - (ii) receive and distribute the Settlement Payment pursuant to sections 3 and 4 above;
 - (iii) cooperate as reasonably necessary in relation to the Court approval of this settlement; and,
- (c) the Administrator's role may include the following subject to further guidance from the Court:
- (i) receive the Settlement Payment in trust;
 - (ii) address all reviews by Class Members in accordance with any Court approved review process, noting the Parties' intention to have a review process that presumes Plaintiff's counsel's determination to be accurate (i.e., burden on appellant to prove otherwise);
 - (iii) help ensure the Notice of Settlement Approval is published in accordance with any Court approved Notice Plan;



- (iv) confirm whether certain claimants are members of the Class upon written request of Defence counsel; and,
 - (v) distribute the Settlement Payment to all Class Members and pay Plaintiff's counsel any amount approved for legal fees.
10. The Parties will seek directions from the Court regarding the settlement approval motion and any notice required in relation thereto, such notice to, subject to the Court's directions, include a requirement for Class Members to submit an application for compensation (or else be forever precluded from receiving any compensation under this settlement). It is anticipated that the application for compensation will be a form asking Class Members to confirm that they were notified by the police about the alleged surreptitious and improper video recording and that they believe they were negatively impacted as a result.
11. The Parties will seek directions from the Court regarding a Notice of Settlement Approval to be distributed in accordance with any Court approved Notice Plan. The Notice of Settlement Approval is, subject to Court approval, intended to:
- (a) Set a deadline for Class Members to opt out of the action pursuant to section 9 of the Class Proceedings Act on or before July 1, 2020 (the "Opt Out Deadline");
 - (b) Advise the Uncompensated Patients that in the event they intend to issue a proceeding in relation to alleged surreptitious videotaping by the Defendant they must provide written notice to Defence Counsel by no later than July 1, 2020 (or such other date as approved by the Court, the "Notice Deadline") with a claim issued in the Ontario Superior Court of Justice and served on defence counsel by no later than August 31, 2020 (the "Claim Deadline"), or otherwise they will be barred by order of the Ontario Superior Court of Justice from bringing such a proceeding; and,
 - (c) Be distributed to a group larger than the Class through a Notice plan that may involve publication in a local newspaper;
12. In the event that, collectively, more than three:
- (a) Class Members opt out of the class action; and/or
 - (b) Uncompensated Patients deliver the required notice within the Notice Deadline,
- the Defendant will have the right to terminate this Agreement (the "Termination Right") by notice in writing to Plaintiff's counsel within 15 days from the later of the Notice Deadline or the Opt Out Deadline (the "Termination Deadline"). The Settlement Payment will, in these circumstances, be returned to the Defendant.
13. This settlement is null and void if it is not approved by the Court without material amendment or if an Approval Order is granted without amendment but fails to become a final order. The Settlement Payment will, in these circumstances, be returned to the Defendant.

SP.

Release

14. In consideration for the Settlement Payment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiff, the Class Members, and their respective agents, successors, assigns, executors or trustees, and each of them (the "Releasors"), agree to hereby release, acquit, and further discharge the Defendant including its executors, trustees, employees, servants, agents, successors, and assigns, and each of them and the children of Dr. Garry Solomon (the "Releasees"), from any and all actions, causes of action, claims, subrogated claims, demands, damages, interest, costs, expenses, and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which the Releasors now have or at any time hereafter can, shall, or may have in any way resulting from or in any way connected with the conduct of the Releasees in relation to the alleged surreptitious and improper video recording of patients, including without limitation any claims that were pled or could have been pled in the Action in regard to the alleged surreptitious and improper video recording of patients (collectively "This Matter").
15. The Releasors covenant and agree not to take any steps, initiate any proceedings, or continue any proceedings against any person or other entity (a "Third Party") which might be entitled to claim contribution, indemnity, or other relief against any of the Releasees in relation to this Matter.
16. The Releasors covenant and agree that if they contravene section 15 of this Agreement, they will indemnify and save harmless the Releasees against which a Third Party is seeking contribution, indemnity or other relief from any costs (including legal fees), expenses, losses, liabilities and/or damages whatsoever incurred in connection with or in any way related to defending or responding to any proceeding brought by the Third Party.
17. It is understood that the Parties will cooperate on asking the Court to include a clause in the final Approval Order prohibiting Uncompensated Patients, who were potentially covered by the original class definition set out in the claim, from bringing claims in relation to alleged surreptitious videotaping by the Defendant other than by complying with the notice and issuing deadlines set out in the Notice of Settlement Approval.

Discontinuance of Action

18. The Court order approving the settlement of this Action will dismiss the Action on consent and without costs to any Party.

Confidentiality


19. Class Counsel will not promote this Agreement, the terms herein, the negotiations leading to this Agreement, and the amount of the settlement other than for the purposes of providing notice to the Class of the settlement of this Action and except as reasonably necessary to seek approval of the settlement under the *Class Proceedings Act* or as otherwise required by law.

SD

Non-Disparagement

20. Each Party and all Class Members covenant and agree not to make any negative or disparaging statement, whether written or oral, about any Party in relation to any issue arising in the Action.

General

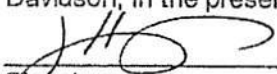
21. Each Party acknowledges and agrees that this Agreement is a compromise of disputed claims. In particular, each Party acknowledges and agrees that the Defendant has denied the allegations as against them, the Defendant has not admitted liability, and nothing in this Agreement shall be construed as an admission of liability on the part of the Defendant, all of whom expressly deny liability.
22. Each Party acknowledges and agrees that the facts in respect of which this Agreement is made may prove to be other than or different from the facts now known or believed by such Party to be true or that there may be facts now unknown to such Party and such Party accepts and assumes the risk of the facts being different or new facts being discovered hereafter and agrees that this Agreement shall be in all respects enforceable and not subject to termination, rescission, or variation by the discovery of any difference in facts, or of any facts now unknown to such Party.
23. Each Party acknowledges that this Agreement has been executed voluntarily by such Party and the Defendant acknowledges that this Agreement has been executed after the Defendant received independent legal advice.
24. Each Party acknowledges and agrees that such Party has not been influenced to any extent whatsoever in entering this Agreement by any representations or statements regarding any claim or right such Party may have or by any other statements made by any of the Parties or by any of their agents.
25. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Province of Ontario and for all purposes related to this Agreement, each Party hereby irrevocably and unconditionally attorns and submits to the jurisdiction of the Ontario Superior Court of Justice and all courts competent to hear appeals therefrom.
26. If, for any reason whatsoever, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the unenforceable provision may be severed herefrom and the remaining provisions hereof shall continue to be binding upon the Parties to the fullest extent permitted by law and the unenforceable provision shall be deemed to be amended to the extent needed to render it enforceable, so as best to reflect the intentions of the Parties.
27. Except as otherwise contemplated herein, this Agreement may be amended only by written instrument executed by each of the Parties.
28. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party or Parties purporting to give the same
- 


and, unless otherwise provided in the written waiver, will be limited to the specific breach so waived.

29. This Agreement shall enure to the benefit of and be binding upon all of the Parties hereto.
30. This Agreement may be executed in one or more counterparts, by original or electronic signature, which together shall constitute the complete Agreement.

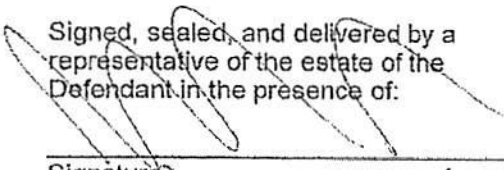
In witness whereof the Parties have executed this Agreement effective February 2020


Signed, sealed, and delivered by Sarah Davidson, in the presence of:


Signature
Jenniter Hogan
Name
195 Green Rd., Stoney Creek, ON, L0E2A4
Address


Sarah Davidson
march 17, 2020


Signed, sealed, and delivered by a representative of the estate of the Defendant in the presence of:


Signature
Richard Macklin
Name
700-15 Toronto St.
Address
Toronto, Ontario


H. Solomon March 7, 2020

SP


Signed, sealed, and delivered by counsel
for the Plaintiff, in the presence of:



Signature
LUCY JACKSON

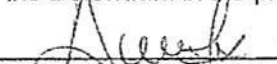
Name
390 Brix Street, Toronto, ON

Address



Lucy Jackson.

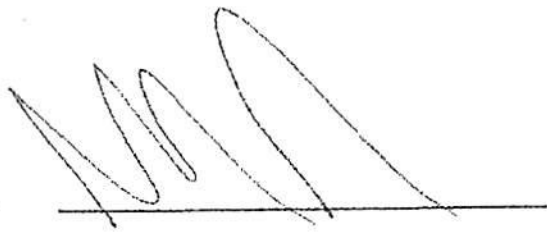
Signed, sealed, and delivered by counsel
for the Defendant in the presence of:



Signature
Anna Misayara

Name
200-15 Toronto Street, Toronto

Address
Ontario



R. Macklin March 3, 2020

SD.

SCHEDULE "A"

Court File No. CV-17-0343-00

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) _____, THE ____ DAY
JUSTICE MEW) OF FEBRUARY, 2020
BETWEEN:

JANE DOE

Plaintiff

- and -

ANTHONY GARRY SOLOMON
THE ESTATE OF ANTHONY GARRY SOLOMAN, DECEASED

Defendant

Issued under the Class Proceedings Act, 1992

ORDER

THIS MOTION, made by the Plaintiff, for an Order approving a Notice Plan and the draft Notice of Certification and Settlement Approval Motion in accordance with the *Class Proceedings Act*, 1992, S.O. 1992, c. 6, was read this day at 15 Bridge Street West, Belleville, Ontario.

ON HEARING the submissions of counsel for the Plaintiff, counsel for the Defendant, the Estate of Anthony Garry Solomon, and counsel for the

SD.

non-party, the Attorney General of Ontario, and on being advised that the Plaintiff, the Defendant and the Attorney General of Ontario consent to this Order,

1. THIS COURT ORDERS that the non-party, the Attorney General of Ontario, will deliver to Plaintiff's counsel a list of the names and last known contact information for all persons who were identified by the police as having been surreptitiously video recorded by Anthony Garry Soloman, deceased (the "Class Members") that is within the Attorney General of Ontario's possession or control, within 45 days of the date of this Order.

2. THIS COURT FURTHER ORDERS that the "Notice of Certification and Settlement Approval Motion" attached as **Schedule "A"** to this Order is approved and to be distributed by Plaintiff's counsel by email (where available) or otherwise by mail to the last known address to all Class Members using the information provided by the non-party, the Attorney General of Ontario, and the information in the database compiled by Plaintiff's counsel.

3. THIS COURT FURTHER ORDERS that the "Notice of Certification and Settlement Approval Motion" attached as **Schedule "A"** to this Order shall be posted on Plaintiff's counsels' websites.

SD

4. THIS COURT FURTHER ORDERS that the list of names and last known contact information provided by the Attorney General of Ontario to Plaintiff's counsel pursuant to this Order will only be used for the express purpose of providing Court ordered notice to the Class Members relating to this class proceeding and such personal information will otherwise remain confidential.

5. THIS COURT FURTHER ORDERS that the list of names and last known contact information provided by the Attorney General of Ontario will not be disclosed to Counsel for the Defendant, the Defendant, the Estate of Anthony Garry Soloman, nor to the family members of Anthony Garry Soloman, deceased, except in accordance with any further order of this Court.

AD

SCHEDULE "A"

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL MOTION REGARDING THE DR. SOLOMON CLASS ACTION

This Court Approved Notice is directed to all potential Class Members as described below. This Notice may affect your rights. Please read it carefully.

THE CLASS ACTION

You are receiving this Notice because you have been identified as a patient of Dr. Anthony Garry Solomon, deceased, who may have been notified by the police that you were surreptitiously video recorded by Dr. Solomon, deceased (the "Class" or "Class Members").

The Ontario Superior Court of Justice has ordered that this Notice be sent to you for the purpose of providing information about this class proceeding and your legal rights.

THE CONSENT CERTIFICATION & SETTLEMENT MOTION

Thomson Rogers and Bonn Law Office ("Class Counsel") and counsel for the Defendant have reached a settlement agreement in relation to this class proceeding, subject to Court approval. Details of the next steps and the settlement agreement are set out below. The Consent Certification and Settlement Motion is scheduled to be heard on April 20, 2020 at 10:00 a.m. at 15 Bridge Street West, Belleville, Ontario.

The Defendant has consented to a motion, subject to Court approval, certifying the action titled *Jane Doe v The Estate of Anthony Garry Solomon, Deceased*, Court file no. CV-17-0343-00, as a class proceeding and substituting/appointing Sarah Davidson as the representative plaintiff.

The certification of this class proceeding proposes that the class be defined as follows: "All persons who were notified by the police that they had been surreptitiously video recorded by the Defendant" (the "Class" or "Class Members").

If the Court certifies the within action as a class proceeding at the motion to be held on April 20, 2020, the Court will proceed to consider the settlement agreement that was reached on consent by the parties. Details of the nature of the settlement are outlined below.

NATURE OF THE SETTLEMENT

A settlement has now been reached by the parties following negotiations, subject to approval by the Court. If you are a Class Member, as defined above, you are eligible to apply for compensation under the settlement.

SCHEDULE "A"

The settlement will be considered by the Court at a motion on April 20, 2020 (the "Approval Motion"). The proposed settlement will provide compensation to Class Members with valid claims.

Having regard to the available information on the potential Class size, the settlement agreement proposes that Class Members will be entitled to receive a net amount of approximately \$1,000, each, after payment of Court approved legal fees.

In order to be considered for compensation under the settlement agreement, once approved, Class Members will have to provide confirmation, to the satisfaction of Class Counsel, that the Class Member was notified by the police that they were surreptitiously video recorded by Dr. Anthony Garry Solomon, deceased, and that the Class Member was negatively impacted as a result of being so notified.

If you are a Class Member, you will automatically be included in this class proceeding and are not required to take any further steps at this time. A further "Notice of Settlement" will be sent to you once the settlement is approved and only thereafter must you provide the required information to apply for compensation within a deadline that will be set by the Court.

Those wishing to maintain their right to sue the Defendant and thus NOT participate in this class action must OPT OUT (see "Opting Out" below).

PATIENTS OF THE DEFENDANT NOT INCLUDED IN THE CLASS

If you were a patient of the Defendant and you were not notified by the police that you had been surreptitiously video recorded by the Defendant, you will not receive compensation under the proposed settlement agreement. Such individuals are defined as "Uncompensated Patients" under the proposed settlement agreement.

If you are an Uncompensated Patient and you intend to issue a civil proceeding against the Defendant in relation to alleged surreptitious videotaping, you will be required to provide written notice to Defence Counsel on or before a date approved by the Court (likely to be July 1, 2020) and issue and serve a claim on or before a date approved by the Court (likely to be August 31, 2020).

OPTION TO OBJECT TO THIS SETTLEMENT

Class Members and/or Uncompensated Patients have the right to object to the proposed settlement agreement at the Approval Motion. Please also note that if the proposed settlement agreement is approved by the Court at the Approval Motion, Class Members who do not want to participate in the Class Action can still opt out (see "Opting Out" below).

SCHEDULE "A"

If you wish to make submissions for or against the proposed settlement at the Approval Motion, you must send a request in writing with a summary of your submissions to Thomson Rogers at the address listed at the end of this Notice, by no later than March 30, 2020. Persons making submissions by the deadline will be provided with further information on how they may participate in the Approval Motion. Of course, any interested Class Member may attend the Approval Motion if they wish.

Subject to Court approval, Class Counsel will be seeking the approval of total fees of approximately \$150,000, inclusive of all disbursements and applicable taxes.

Following the Approval Motion, Class Members will be provided with a "Notice of Settlement" explaining how to apply for compensation under the settlement and the deadline to do so.

OPTING OUT OF THE CLASS ACTION

Class Members who wish to participate in the class action are automatically included in the class action. Any Class Member who wishes to opt out of the class action may do so on or before a date approved by the Court (likely to be July 1, 2020). Notice of the deadline to opt out will be set in the Notice of Settlement. It should be noted that if too many people opt out of the settlement, the settlement may be nullified.

No Class Members will be permitted to opt out of the class action after the opt out deadline.

No person may opt out on behalf of a minor or a mentally incapable person without permission of the court and after notice to the Children's Lawyer or the Public Guardian and Trustee, as appropriate.

ADDITIONAL INFORMATION

Any questions about the matters in this Notice should NOT be directed to the Court because their administrative structures are not designed to address this type of inquiry. The Notice Order and other information may be obtained online at: www.thomsonrogers.com under the headings "Class Actions" and "Class Action against Dr. Garry Solomon" and at www.bonnlaw.ca/class-action-commenced-against-dr-solomon.

Questions for counsel from Class Members should be directed by email, fax or telephone to:

Lucy Jackson
Thomson, Rogers
390 Bay Street, Suite 3100
Toronto, Ontario, M5H 1W2
Toll free: 1-888-223-0448, Fax: 416-868-3134
ljackson@thomsonrogers.com

JANE DOE - and - ANTHONY GARRY SOLOMON

Court File No. CV-17-0343-00

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding Commenced at Belleville

ORDER

BONN LAW OFFICE
80 Division Street
Trenton, Ontario
K8V 4W5

KRISTIAN BONN
LSO No. 45600A
613-392-9207
Fax No. 613-392-6367

Lawyers for the Plaintiff

(902405 LGJ/lgj)

8.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

JANE DOE SARAH DAVIDSON

Plaintiff

- and -

ANTHONY GARRY SOLOMON
THE ESTATE OF ANTHONY GARRY SOLOMAN SOLOMON,
DECEASED

Defendant

Issued under the Class Proceedings Act, 1992

AMENDED AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

ISSUE DATE: Sept. 29, 2017

Issued by _____
Local Registrar

Address of court office:

15 Bridge Street West
Belleville, Ontario
K8P 0C7

TO: THE ESTATE OF ANTHONY GARRY SOLOMAN SOLOMON,
DECEASED
ANTHONY GARRY SOLOMON
99 Harbour Square
Toronto, Ontario
M5J 2H2

CLAIM

1. The plaintiff claims on behalf of herself and the classes of individuals defined herein:

- (a) an order certifying this proceeding and appointing her as representative plaintiff for the class;
- (b) non-pecuniary damages in an amount to be assessed for each Victim (as defined herein);
- (c) pecuniary and special damages in the amount of \$1,000,000;
- (d) ~~damages pursuant to the Family Law Act, R.S.O. 1990, c.F.3 in the amount of \$50,000 for each Family Law Claimant (as defined herein);~~
- (e) punitive and exemplary damages in the aggregate sum of \$500,000;
- (f) prejudgment and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (g) the costs of this proceeding on a substantial indemnity basis, plus taxes; and,
- (h) such further and other relief as this Honourable Court may deem just.

The Parties

2. The plaintiff, Sarah Davidson, resides in the City of Hamilton, in the Province of Ontario and is a former patient of the defendant.

3. The defendant was at all material times an orthodontist practicing in Belleville, Ontario. At al material times, the defendant was a registered member of the Royal College of Dental Surgeons of Ontario.

Class Definitions

4. The plaintiff brings this action pursuant to the *Class Proceedings Act*, 1992, on behalf of all of the following class of persons:

- (a) ~~All former patients whom the defendant surreptitiously video recorded while he was examining them at his office located in Belleville, Ontario~~ All persons who were notified by the police that they had been surreptitiously video recorded by the Defendant (the "Victims"); and
- (b) ~~All family members, as defined by section 61 of the *Family Law Act* of the Victims (the "FLA Claimants").~~

Background

5. For many years, the defendant provided orthodontist services out of his office located at 187 North Front Street in Belleville, Ontario.

6. After retiring from his orthodontal practice, the defendant moved to Toronto, Ontario.

7. Throughout the many years he practiced as an orthodontist, the defendant would surreptitiously video record the Victims during the course of providing them with treatment.

8. The defendant retained the video recording of the Victims.

9. The defendant never disclosed to any of his patients that he had video recorded them as he was providing treatment. He never disclosed that he kept the videos of his patients after he retired from practicing as an orthodontist.

10. The defendant never sought and never obtained consent or permission from any of the Victims to record them during treatment or at any time.

Jane-Doe's The Plaintiff's Experience

11. The plaintiff attended to see the defendant for orthodontal services when she was about 43 14 years old.

12. During the course of providing orthodontal services to the plaintiff, the defendant surreptitiously video recorded her without her consent, including video recording her breasts underwear.

13. The defendant never asked the plaintiff for her consent or permission to video record her while providing her with treatment.

14. The defendant video recorded the plaintiff for his sexual gratification.

15. The defendant did not video record the plaintiff of any of the Victims for legitimate purposes.

16. Since finding out what the defendant had done while she was his patient, the plaintiff now distrusts male health professionals, suffered from anxiety and depression, worries that the videos have been shared with others, that the videos may be made public; is anxious about who may have seen the

videos and feels that she was taken advantage of by a trusted medical professional.

The Defendant's Arrest and Criminal Prosecution

17. On or about July 12, 2017, police executed a warrant on the defendant's home in Toronto, Ontario.

18. During the search of the defendant's home, the police seized hundreds of video recordings that the defendant had surreptitiously taken of his former patients.

19. The video recordings taken by the defendant were sexual in nature and included video recordings of the Victims' breasts.

20. The defendant video recorded the Victims for his sexual gratification.

21. Most of the Victims were under the age of 18 when he surreptitiously video recorded them.

22. In July 2017, the police arrested the defendant and charged him the following criminal charges:

- (a) Making child pornography;
- (b) Possession of child pornography; and,
- (c) Voyeurism.

23. The police investigation identified approximately 400 Victims.

24. The police have been tracking down Victims and letting them know of the defendant's arrest and that they have been identified as a Victim in one of the defendant's video recordings.

25. The police contacted the plaintiff and advised her that she was a Victim who was on one of the defendant's recordings.

Duty

26. The defendant at all material times owed a duty of care to the plaintiff and all the Victims to not abuse his position of trust.

27. Further, the relationship between the defendant and the Victims was one of trust and confidence. The defendant had a position of power and authority relative to the Victims and he owed the Victims a fiduciary duty to act with utmost good faith and loyalty. He was obliged to act for the good of an in the best interests of the Victims without regard to his own personal interests.

28. The defendant breached his fiduciary duty to the plaintiff and to all Victims by surreptitiously video recording them.

Damages

29. The defendant intentionally intruded upon the seclusion of the plaintiff and all Victims in their private physical, bodily integrity.

30. As a result of defendant's conduct, the plaintiff and all Victims have suffered an invasion of privacy.

31. As a result of the defendant's wrongful conduct, the plaintiff and all Victims have suffered and will continue to suffer distress, annoyance and embarrassment.

32. The plaintiff and all Victims have suffered damage, including pain and suffering, psychological stress and anxiety, emotional harm, loss of income, impairment of earning ability, past and future care costs, medical costs, loss of amenities and enjoyment of life and out of pocket expenses. The nature and amount of which will be particularized prior to trial.

~~33. As a result of the wrongful conduct of the defendant set out herein, the Family Law Act Claimants are entitled to damages pursuant to section 61 of the Family Law Act. The damages for these class members include pecuniary losses resulting from the injury and invasion of privacy of their family member, expenses incurred for the benefit of their family member, travel expenses incurred in visiting their family member, a reasonable allowance for loss of income and the value of nursing, housekeeping and other services rendered to their family members, and an amount to compensate for the loss, guidance and companionship reasonably expected to be received from their family member if the aforesaid wrongful conduct had not occurred.~~

Punitive Damages

34. The defendant's conduct was intentional, highly offensive, egregious, callous and a complete violation of his professional duty to the plaintiff and all Victims. His wrongful conduct calls for punitive and exemplary damages.

35. The plaintiff pleads and relied upon the provisions of the *Victims' Bill of Rights*, S.O. 1995, c. 6, and in particular the following sections:

3.(1) A person convicted of a prescribed crime is liable in damages to every victim of the crime for emotional distress, and bodily harm resulting from the distress, arising from the commission of the crime, c. 6, 2. 3(1).

4.(6) A judge who makes an order for costs in favour of a victim shall make the order on a solicitor client basis, unless the judge considered that to do so would not be in the interests of justice. 1995, c. 6, s. 4(6).

The plaintiff proposes that this action be tried at Belleville, Ontario.

DATED: September 29, 2017

BONN LAW OFFICE

80 Division Street
Trenton, ON
K8V 5S5

KRISTIAN BONN

LSUC No. 45600A
Tel: 613-393-9207
Fax: 613-393-6367

Lawyers for the Plaintiff

~~JANE-DOE~~ SARAH DAVIDSON - and - THE ESTATE OF ANTHONY GARRY SOLOMON, DECEASED

Court File No. CV-17-0343-00CP

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding Commenced at Belleville

AMENDED AMENDED STATEMENT OF CLAIM

BONN LAW OFFICE

80 Division Street
Trenton, ON
K8V 5S5

KRISTIAN BONN

LSUC No. 45600A
Tel: 613-393-9207
Fax: 613-393-6367

Lawyers for the Plaintiff

(902405 DRM/lgj)

COMPENSATION REQUEST FORM
Dr. Solomon Class Action

To apply for compensation you **must** complete and submit this form to the address below by **July 1, 2020**. Prior to completing this Form, please ensure you have carefully read the Notice of Settlement.

PERSONAL INFORMATION

1. Name: _____
2. Date of birth: _____
3. Current address: _____
4. Email address: _____
5. Contact phone number: _____

CLASS MEMBER CONFIRMATION

I was notified by the police in or around _____ (*insert approximate date*) that I had been surreptitiously video recorded by Dr. Anthony Garry Solomon, deceased.

I believe that as a result of being notified by the police that I was surreptitiously video recorded by Dr. Anthony Garry Solomon I was negatively impacted by this information.

Date: _____

Signature

Please submit your completed Compensation Request Form by email to Lucy Jackson at ljackson@thomsonrogers.com

Questions for counsel from Class Members should be directed by email, fax or telephone to:

Lucy Jackson
Thomson, Rogers
390 Bay Street, Suite 3100
Toronto, Ontario, M5H 1W2
Toll free: 1-888-223-0448, Fax: 416-868-3134
ljackson@thomsonrogers.com

THOMSON ROGERS

LAWYERS

Lucy G. Jackson
416-868-3154
ljackson@thomsonrogers.com

SENT BY EMAIL ONLY

April 9, 2020

Ms. Brenda Weiss
Director
Epiq Class Action Services Canada Inc.
610 - 180 King Street South
Waterloo, Ontario
N2J 1P8

Dear Ms. Weiss:

Doe v. Solomon
Our File No. 902405

LETTER OF ENGAGEMENT

This is a formal Letter of Engagement on behalf of the Plaintiff (in a class action in Court File No. CV-17-0343-00) (the "Solomon Class Action").

The Plaintiff has retained Epiq Class Action Services Canada Inc. ("Epiq") to assist in distributing the settlement funds to the Class Members in accordance with the Settlement Agreement, subject to Court approval. Epiq will also address any appeals submitted by Class Members with respect to their claim. In particular:

1. Epiq will receive the Settlement Payment in the amount of \$425,000.00 in trust and will invest it in an interest bearing account for the benefit of the Plaintiff and the Class Members.
2. Epiq will distribute payment of the settlement funds to all Class Members in accordance with the court approved Settlement Administration Guideline and Plaintiff's counsel's compensation calculation of each Class Member's claim.
3. Plaintiff's counsel will provide their claim evaluations to Epiq, along with the contact information for all compensable Class Members for the purpose of distributing payment of the settlement to all Class Members.
4. Epiq will address requests by Class Members for their Claim File, in accordance with the court approved Appeal Process Framework and will notify Class Members of the administrative costs of accessing their Claim File.

5. Epiq will address appeals by Class Members, in accordance with the court approved Appeal Process Framework, of Plaintiff's counsel's compensation calculation of the Class Member's claim.
6. It is the Parties' intention that the court approved Appeal Process Framework will presume that Plaintiff's counsel's compensation calculation of each Class Member's claim is accurate (i.e. burden is on the Class Member to prove otherwise). It is possible that the appeal process will have modest cost penalties to be off-set against compensation, where available, for unsuccessful appeals.
7. Plaintiff's counsel will provide Epiq with the Claim File of any Class Member filing for an appeal of their claim. Epiq shall review the information contained within the Class Member's Claim File when determining if Plaintiff's counsel's claim evaluation and compensation calculation is reasonable.
8. Epiq will not conduct any review of claims unless specifically requested by the Claimant after receipt of an Appeal Request Form. Thomson, Rogers will not be responsible for any fees associated with claim review unless the review is specifically requested in writing by the Claimant.
9. Epiq will not distribute or disburse the payment of the settlement funds to any person or other entity until all Parties have fully executed the Settlement Agreement and all conditions of completion have been satisfied.
10. Epiq will pay Plaintiff's counsel any amount approved by the Court for legal fees.
11. Epiq will be paid court approved administration costs out of the Settlement Payment, which are not to exceed the enclosed Estimate for Administration of \$17,698.00 without prior consent from Plaintiff's counsel.
12. A copy of this letter of engagement will be attached to the Certification Order with respect to the Solomon Class Action.

Yours very truly,



Lucy G. Jackson
LGJ/lgj
Attachment



Jane Doe v. Estate of Anthony Solomon Administration

Project Requirements and Estimated Volumes

Total Estimated Class Size	300
English Only Toll-Free Phone with IVR	No
English Only Email Contact Centre	Yes
Informational Website	No
Claim Response Percentage	100%
Estimated Claims Received	300
Estimated Appeals Received	3
Case Duration (Months)	5
Mailing Packet Content	N/A * To be executed by Class Counsel
Mailing Packet Format	N/A * To be executed by Class Counsel

Summary Estimate

Project Management	\$ 1,775
Database and Reporting	\$ 3,750
English Only Email Contact Centre	\$ 476
Appeal Processing and Claimant Support	\$ 2,326
Distribution and Fund Management	\$ 2,745
Postage and Expenses	\$ 6,626
Total Estimate	<u>\$ 17,698</u>



Detailed Estimate

Jane Doe v. Estate of Anthony Solomon Administration

Activity	Unit	CAD Rate	Volume	Amount
Project Management				
Project Manager	Per Hour	\$ 170	5	\$ 850
Data Analyst and Reporting	Per Hour	\$ 185	5	\$ 925
				\$ 1,775
Database and Reporting				
Dashboard Setup	Fixed Fee	\$ 2,500	1	\$ 2,500
Dashboard Monthly Support and Storage	Per Month	\$ 250	5	\$ 1,250
				\$ 3,750
English Only Email Contact Centre				
Activation Fee for Dedicated Email Address & Inbox for Appellants	Fixed Fee	\$ 250	1	\$ 250
Dedicated Monthly Email Infrastructure & Retention Fee	Per Month	\$ 30	5	\$ 150
Outgoing Email Claimant Response	Per Hour	\$ 118	8	\$ 76
				\$ 476
Appeal Processing and Claimant Support				
Intake, Data Entry & Clerical - Assuming 3% of class appeal	Per Hour	\$ 75	5	\$ 375
Scanning and Image Storage - assuming 10 pages/appeal	Per Image	\$ 0.20	30	\$ 6
Appeal Review	Per Hour	\$ 130	5	\$ 585
Quality Assurance	Per Hour	\$ 160	3	\$ 480
Appeal Decision Preparation	Per Decision	\$ 160	2	\$ 360
Miscellaneous Correspondence Review and Response	Per Hour	\$ 130	4	\$ 520
				\$ 2,326
Distribution and Fund Management				
Programming Distribution Calculation	Per Hour	\$ 185	2	\$ 370
Cheque Run Coordination (w/1 Reissue Runs)	Per Hour	\$ 125	2	\$ 250
Account Management and Reconciliation	Per Hour	\$ 125	2	\$ 250
Print 1-image Cheque with Stub (300 class members)	Per Cheque	\$ 6.25	300	\$ 1,875
Cheque Re-issuances	Per Cheque	\$ 12.50	-	Upon Request
				\$ 2,745
Total Estimated Administration Fee				\$ 11,072



Jane Doe v. Estate of Anthony Solomon Administration

Postage and Expenses

Post Office Box	Per 6 Months	\$	1	\$	900
Postage* -30 grams or less	Per Piece	\$	0.92	300	\$ 276
Box Storage	Per Box	\$	3.50	-	Waived
Third Party Translation Services	Per Word	\$	0.32	-	As Used
Photocopies	Per Image	\$	0.20	-	As Used
Bank Fees - Account Set Up and Monthly Fees	Per Month	\$	330	5	\$ 1,650
Settlement Fund Income Tax Filing	Per Year	\$	3,800	1	\$ 3,800
*Discounted rates as applicable					\$ 6,626

Total Estimated Costs \$ 6,626

Estimate does not include sales tax where applicable.

Total Estimate \$ 17,698

Standard Rates

Clerical and Data Entry	\$	75	
Contact Center (Dedicated)	\$	75	
Contact Center (Shared Per Minute)	\$	1.39	
Claims Analyst	\$	118	
Claims Specialist and Account Reconciliation/Check Run	\$	125	
Call Center Supervisor and Training	\$	130	
Project Coordinator	\$	150	
Technical Project Manager	\$	165	
Data Analyst and Reporting	\$	185	
Project Manager	\$	170	
Sr. Project Manager	\$	198	
Software Engineer	\$	251	
Project Director	\$	297	
Client Services Managers	\$	363	
Executive Management and Testimony	\$	495	
Photocopy or Image	\$	0.20	
Box Storage (Per Box/Per Month)	\$	4.62	Discounted
Long Distance, Per Minute	As Used	As Used	

Estimate Valid Until: 7/2/2020

**SETTLEMENT ADMINISTRATION GUIDELINE
(Dr. Solomon Class Action)**

1) The Settlement Framework:

- a) Class Members, as defined in the Court Approved Order, will be entitled to a pro rata share of the Total Damages amount (after the deduction of any Court approved legal fees) as set out in the Court Approved Settlement Agreement to address all potential damages;
- b) Uncompensated Patients, as defined in the Court Approved Settlement Agreement, are not entitled to compensation under the Settlement Agreement;
- c) Class Members must submit a completed Compensation Request Form confirming that they believe they suffered harm as a result of being notified by the police that they were surreptitiously video recorded by the Defendant.

2) Process for Claimants following Court Approval:

- a) Class Counsel will send the Notice of Settlement to each Class Member in accordance with the Notice Plan, as well as a Claimant Explanation Letter;
- b) The Notice of Settlement will:
 - i) Advise that the Settlement Agreement has been approved by the Court;
 - ii) Provide information about the settlement and process for making claims under this Settlement Administration Guideline;
 - iii) Advise Class Members of their right to opt out of the Class Action on or before **July 1, 2020** by submitting a completed Opt Out Form to Class Counsel. Opt Out Forms must be received by Class Counsel on or before July 1, 2020;
 - iv) Advise Uncompensated Patients that if they intend to issue a proceeding in relation to alleged surreptitious video recording by the Defendant then they must provide written notice to counsel for the Defendant by no later than **July 1, 2020** and issue a claim in the Ontario Superior Court of Justice and serve the claim on the counsel for the Defendant by no later than **August 31, 2020**;

- v) Advise Class Members of the possibility of the Settlement Agreement being voided if too many Class Members elect to opt out and/or Uncompensated Patients send written notice; and,
 - vi) Advise unsuccessful Claimants of their right to commence an Appeal to the Administrator of Class Counsel's evaluation of their eligibility under the Settlement Agreement in accordance with this Guideline;
- c) Process for Claimants:
- i) Claimants must submit their completed Compensation Request Form to Class Counsel by **July 1, 2020**;
 - ii) Upon receipt of the completed Compensation Request Form, Class Counsel will:
 - 1. Review the completed Compensation Request Form;
 - 2. Evaluate whether compensation is payable to the Claimant under the settlement by:
 - a. Reviewing whether the Claimant confirmed she was notified by the police about the alleged surreptitious video recording and that she believes she was negatively impacted as a result; and,
 - b. Confirming the Claimant is included on the list of Class Members produced by the Attorney General of Ontario pursuant to the Court Order dated February 18, 2020; and,
 - 3. Provide the Claimant with a Claimant Explanation Letter, which will explain the Claimant's entitlement, if any.
- d) Following the July 1, 2020 deadline, Class Counsel will send every known Class Member and Claimant a Claimant Explanation Letter by no later than July 23, 2020, which will:
- i) Advise the Claimant of Class Counsel's evaluation of their entitlement, along with a conservative estimate of their compensation, if any, under the settlement as calculated in accordance with this Guideline; and,

ii) Advise the Claimant that they may commence an Appeal to the Administrator by:

1. Completing an Appeal Form;
2. Submitting the Appeal Form to the Administrator by **August 24, 2020**; and,
3. Acknowledging that an unsuccessful appeal will result in the cost penalty of \$250 to be paid by the Claimant.

iii) Explain how the Appeals would be resolved by the Administrator, and specifically that the Administrator would:

1. Review the Appeal Form;
2. Receive and review the Class Member's Compensation Request Form and claim analysis provided by Class Counsel;
3. Offer the Appellant an opportunity to participate in a telephone call with the Administrator about the basis for their Appeal on or before September 21, 2020;
4. Offer the Appellant an opportunity to submit further written submissions in relation to their appeal on or before September 21, 2020;
5. Consider the merits of the appeal;
6. Evaluate whether the Appellant has met the burden of establishing that Class Counsel made material errors in the evaluation of their entitlement, pursuant to the terms of the Settlement Agreement and this Guideline;
7. Make a final determination of the Appellant's eligibility for compensation; and,
8. Report by letter to the Appellant within 7 days of receiving written submissions or completion of the telephone interview the outcome of the Appeal and any cost penalty impacts for an unsuccessful appeal.

2) The Administrator's Role

a) The Administrator shall:

- i) Receive the Settlement Payment, as defined in the Court Approved Settlement Agreement, in trust;
- ii) Receive Class Counsel's matrix outlining Class Counsel's calculation of entitlement for all Claimants under the Settlement, including contact information for all Claimants;
- iii) Receive Appeal Forms from Claimants on or before August 24, 2020. Any Appeal Form received after that date will not be considered for review;
- iv) Advise Class Counsel of all Appeal Forms received by the Administrator;
- v) Receive Class Members' Compensation Request Forms and claim analysis from Class Counsel after receipt of an Appeal Form;
- vi) Administer Appeals, by:
 - 1. Reviewing the Appeal Form and any documents and information provided;
 - 2. Allowing Appellants an opportunity to make written submissions or verbal submissions by telephone in relation to their appeal by no later than September 21, 2020, with a general one hour time limit that may be extended in the Administrator's sole discretion;
 - 3. Review the Appellant's Compensation Request Form and Class Counsel's claim analysis and consider the merits of the appeal;
 - 4. Evaluate whether Class Counsel has made a material error in relation to the evaluation of the claim. Only if the Appellant is able to establish a material error was made, will the Administrator determine if the Appellant is eligible for compensation as a result;
 - 5. Report the outcome of the appeal to the Appellant and Class Counsel within 7 days of the telephone call or receipt of written submissions. The decision of the Administrator in relation to appeals is final and binding and cannot be challenged; and,

6. Send a cost account of \$250 to those not entitled to compensation with an unsuccessful appeal.
- vii) Confirm whether certain Claimants are Class Members upon written request of counsel for the Defendant; and,
- viii) Distribute the settlement funds to Class Members and Class Counsel as ordered by the Court.

NOTE: All of the estimates contained in this Guideline are estimates made by Class Counsel and they have not been made by The Estate of Dr. Anthony Garry Solomon, deceased, or any Releasee. Neither The Estate of Dr. Anthony Garry Solomon, deceased, nor any Releasee accepts any responsibility whatsoever for the accuracy of Class Counsel's estimates.

**NOTICE OF SETTLEMENT
DR. SOLOMON CLASS ACTION**

This Court Approved Notice is directed to all Class Members as described below. This Notice may affect your rights. Please Read Carefully.

THE CLASS ACTION

You are receiving this Notice because you have been identified as a patient of Dr. Anthony Garry Solomon, deceased, who had been notified by the police that you were surreptitiously video recorded by Dr. Solomon, deceased (the "Class" or "Class Members").

The Ontario Superior Court of Justice has ordered that persons who have been identified as Class Members be sent this Notice for the purpose of providing information about this class proceeding and your legal rights.

Please refer to the Notice of Certification & Settlement Approval previously sent to you and attached hereto as **Appendix "A"**.

THE CERTIFICATION ORDER

The Ontario Superior Court has certified the action titled *Jane Doe v Dr. Anthony Garry Solomon, Deceased*, Court file no. CV-17-0343-00CP, as a class proceeding and appointed Sarah Davidson as the representative plaintiff of the Class defined as follows:

- "All persons who were notified by the police that they had been surreptitiously video recorded by the Defendant".

NATURE OF THE SETTLEMENT

The Ontario Superior Court has now approved the Settlement Agreement reached by the parties. If you are a Class Member, as defined above, you are eligible to apply for compensation under the settlement.

All Class Members seeking compensation must submit a completed Compensation Request Form to Thomson, Rogers on or before **July 1, 2020**. The Compensation Request Form can be obtained online at: <https://www.thomsonrogers.com/practice-areas/class-action-against-belleville-orthodontist-dr-garry-solomon/>.

If you do not submit your Compensation Request Form by July 1, 2020, you will not receive any compensation.

There is no guarantee that submitting a claim will result in compensation to you. In order to be eligible, you must confirm that you were notified by the police that you were surreptitiously video recorded by Dr. Anthony Garry Solomon, deceased, and that you were negatively impacted as a result of being so notified.

You will receive a Claimant Explanation Letter from Class Counsel by July 23, 2020 setting out your entitlement, if any. If you disagree with Class Counsel's assessment of your entitlement, you will have the opportunity to appeal (see "Appeal Process" below).

PATIENTS OF THE DEFENDANT NOT INCLUDED IN THE CLASS

If you were a patient of the Defendant and you were not notified by the police that you had been surreptitiously video recorded by the Defendant, you will not receive compensation under the proposed settlement agreement. Such individuals are defined as "Uncompensated Patients" under the proposed settlement agreement.

If you are an Uncompensated Patient and you intend to issue a civil proceeding against the Defendant in relation to alleged surreptitious video recording, you must provide written notice to Defence Counsel by **no later than July 1, 2020**. You must also issue a claim in the Ontario Superior Court of Justice and serve it on Defence Counsel by **no later than August 31, 2020**. The written notice and service of the issued claim must be addressed to:

Stevenson Whelton LLP
Attn. Daniel McConville
15 Toronto Street, Suite 200
Toronto, ON
M5C 2E3

Uncompensated Patients who do not issue and serve a claim on Defence Counsel by August 31, 2020 will be forever barred from bringing a claim against the Defendant in relation to surreptitious video recording.

APPEAL PROCESS

If you disagree with Class Counsel's assessment of your entitlement, in relation to eligibility, you may request a binding review of Class Counsel's assessment by the Administrator.

Epiq Class Action Services Canada Inc. ("Epiq") has been appointed as the Administrator.

If you wish to file for a review of your claim, you must submit an "Appeal Form" to Epiq **on or before August 24 2020**. The Appeal Form can be accessed at

<https://www.thomsonrogers.com/practice-areas/class-action-against-belleville-orthodontist-dr-garry-solomon/>.

To succeed on an appeal, you must establish that Class Counsel made material errors in the evaluation of your entitlement, pursuant to the terms of the Settlement Agreement and the Settlement Administration Guideline which will be available only at <https://www.thomsonrogers.com/practice-areas/class-action-against-belleville-orthodontist-dr-garry-solomon/>. If you are able to establish a material error was made, Epiq will then review Class Counsel's analysis of your claim and determine whether you are entitled to compensation as a result.

If your appeal is unsuccessful (that is, Epiq does not change your compensation amount), \$250 will be deducted from your compensation. In the event that no compensation is awarded, you will be required to pay \$250 upon receipt of the Appeal decision.

OPTING OUT OF THE CLASS ACTION

Class Members who wish to participate in the Class Action are automatically included in the Class Action.

Any Class Member who wishes to opt out of the Class Action must do so **on or before July 1, 2020** by sending a signed "Opt Out Form" to Class Counsel at the address below. The Opt Out Form can be found at: <https://www.thomsonrogers.com/practice-areas/class-action-against-belleville-orthodontist-dr-garry-solomon/>. It should be noted that if too many Class Members opt out, then the Defendant has the right to terminate the settlement. In those circumstances, you will be notified by Class Counsel.

No Class Members will be permitted to opt out of the Class Action after July 1, 2020.

No person may opt out on behalf of a minor or mentally incapable person without permission of the court after notice to The Children's Lawyer or to the Public Guardian and Trustee, as appropriate.

LEGAL FEES AND DISBURSEMENTS

The Court has approved legal fees in the amount of \$142,973, inclusive of all disbursements and applicable taxes. Class Counsel has entered into an agreement with the Representative Plaintiffs with respect to legal fees and disbursements. Class Counsel was responsible for funding all disbursements incurred in pursuing this litigation. Pursuant to the settlement, the Defendant has agreed to pay a total of roughly \$55,000 towards Class Counsel's legal fees, disbursements and applicable taxes.

Class Members will **not** be personally liable to pay counsel any legal fees or disbursements.

ADDITIONAL INFORMATION

Any questions about the matters in this notice should NOT be directed to the Court because their administrative structures are not designed to address this type of inquiry. The Notice Order and other information may be obtained online at: <https://www.thomsonrogers.com/practice-areas/class-action-against-belleville-orthodontist-dr-garry-solomon/>

Questions for counsel from Class Members should be directed by email, fax or telephone to:

Lucy Jackson
Thomson, Rogers
390 Bay Street, Suite 3100
Toronto, Ontario, M5H 1W2
Toll free: 1-888-223-0448, Fax: 416-868-3134
ljackson@thomsonrogers.com

INTERPRETATION

This notice is a summary of terms of the Certification & Settlement Approval Order. If there is any conflict between the provisions of this notice and the terms of the Certification & Settlement Approval Order, the Certification & Settlement Approval Order shall prevail. The Certification & Settlement Approval Order may be viewed at the website: <https://www.thomsonrogers.com/practice-areas/class-action-against-belleville-orthodontist-dr-garry-solomon/>

This notice was approved by the Ontario Superior Court of Justice.

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL MOTION
REGARDING THE DR. SOLOMON CLASS ACTION**

This Court Approved Notice is directed to all potential Class Members as described below. This Notice may affect your rights. Please read it carefully.

THE CLASS ACTION

You are receiving this Notice because you have been identified as a patient of Dr. Anthony Garry Solomon, deceased, who *may* have been notified by the police that you were surreptitiously video recorded by Dr. Solomon, deceased (the "Class" or "Class Members").

The Ontario Superior Court of Justice has ordered that this Notice be sent to you for the purpose of providing information about this class proceeding and your legal rights.

THE CONSENT CERTIFICATION & SETTLEMENT MOTION

Thomson Rogers and Bonn Law Office ("Class Counsel") and counsel for the Defendant have reached a settlement agreement in relation to this class proceeding, subject to Court approval. Details of the next steps and the settlement agreement are set out below. The Consent Certification and Settlement Motion is scheduled to be heard on **April 20, 2020 at 10:00 a.m.** at 15 Bridge Street West, Belleville, Ontario.

The Defendant has consented to a motion, subject to Court approval, certifying the action titled *Jane Doe v The Estate of Anthony Garry Soloman, Deceased*, Court file no. CV-17-0343-00, as a class proceeding and substituting/appointing Sarah Davidson as the representative plaintiff.

The certification of this class proceeding proposes that the class be defined as follows: "All persons who were notified by the police that they had been surreptitiously video recorded by the Defendant" (the "Class" or "Class Members").

If the Court certifies the within action as a class proceeding at the motion to be held on April 20, 2020, the Court will proceed to consider the settlement agreement that was reached on consent by the parties. Details of the nature of the settlement are outlined below.

NATURE OF THE SETTLEMENT

A settlement has now been reached by the parties following negotiations, subject to approval by the Court. If you are a Class Member, as defined above, you are eligible to apply for compensation under the settlement.

The settlement will be considered by the Court at a motion on April 20, 2020 (the "Approval Motion"). The proposed settlement will provide compensation to Class Members with valid claims.

Having regard to the available information on the potential Class size, the settlement agreement proposes that Class Members will be entitled to receive a net amount of approximately \$1,000, each, after payment of Court approved legal fees.

In order to be considered for compensation under the settlement agreement, once approved, Class Members will have to provide confirmation, to the satisfaction of Class Counsel, that the Class Member was notified by the police that they were surreptitiously video recorded by Dr. Anthony Garry Solomon, deceased, and that the Class Member was negatively impacted as a result of being so notified.

If you are a Class Member, you will automatically be included in this class proceeding and are not required to take any further steps at this time. A further "Notice of Settlement" will be sent to you once the settlement is approved and only thereafter must you provide the required information to apply for compensation within a deadline that will be set by the Court.

Those wishing to maintain their right to sue the Defendant and thus NOT participate in this class action must OPT OUT (see "Opting Out" below).

PATIENTS OF THE DEFENDANT NOT INCLUDED IN THE CLASS

If you were a patient of the Defendant and you were not notified by the police that you had been surreptitiously video recorded by the Defendant, you will not receive compensation under the proposed settlement agreement. Such individuals are defined as "Uncompensated Patients" under the proposed settlement agreement.

If you are an Uncompensated Patient and you intend to issue a civil proceeding against the Defendant in relation to alleged surreptitious videotaping, you will be required to provide written notice to Defence Counsel on or before a date approved by the Court (likely to be July 1, 2020) and issue and serve a claim on or before a date approved by the Court (likely to be August 31, 2020).

OPTION TO OBJECT TO THIS SETTLEMENT

Class Members and/or Uncompensated Patients have the right to object to the proposed settlement agreement at the Approval Motion. Please also note that if the proposed settlement agreement is approved by the Court at the Approval Motion, Class Members who do not want to participate in the Class Action can still opt out (see "Opting Out" below).

If you wish to make submissions for or against the proposed settlement at the Approval Motion, you must send a request in writing with a summary of your submissions to Thomson Rogers at the address listed at the end of this Notice, by no later than **March 30, 2020**. Persons making submissions by the deadline will be provided with further information on how they may participate in the Approval Motion. Of course, any interested Class Member may attend the Approval Motion if they wish.

Subject to Court approval, Class Counsel will be seeking the approval of total fees of approximately \$150,000, inclusive of all disbursements and applicable taxes.

Following the Approval Motion, Class Members will be provided with a "Notice of Settlement" explaining how to apply for compensation under the settlement and the deadline to do so.

OPTING OUT OF THE CLASS ACTION

Class Members who wish to participate in the class action are automatically included in the class action. Any Class Member who wishes to opt out of the class action may do so on or before a date approved by the Court (likely to be July 1, 2020). Notice of the deadline to opt out will be set in the Notice of Settlement. It should be noted that if too many people opt out of the settlement, the settlement may be nullified.

No Class Members will be permitted to opt out of the class action after the opt out deadline.

No person may opt out on behalf of a minor or a mentally incapable person without permission of the court and after notice to the Children's Lawyer or the Public Guardian and Trustee, as appropriate.

ADDITIONAL INFORMATION

Any questions about the matters in this Notice should NOT be directed to the Court because their administrative structures are not designed to address this type of inquiry. The Notice Order and other information may be obtained online at: www.thomsonrogers.com under the headings "Class Actions" and "Class Action against Dr. Garry Solomon" and at www.bonnlaw.ca/class-action-commenced-against-dr-solomon.

Questions for counsel from Class Members should be directed by email, fax or telephone to:

Lucy Jackson
Thomson, Rogers
390 Bay Street, Suite 3100
Toronto, Ontario, M5H 1W2
Toll free: 1-888-223-0448, Fax: 416-868-3134
ljackson@thomsonrogers.com

OPT OUT FORM
Dr. Solomon Class Action

TO: THOMSON, ROGERS

I, _____ (insert full name), have received Notice of Settlement of the Dr. Solomon Class Action.

I believe that I am a *Class Member*.

I was notified by the police that I was surreptitiously video recorded by Dr. Solomon.

I do NOT wish to participate in the Dr. Solomon Class Action and I hereby Opt Out of the Dr. Solomon Class Action.

I understand that by opting out of this class action I will not be eligible for any benefit that may be available to the Class upon resolution of this matter.

Signed: _____ Date: _____

Insert Mailing Address:

THIS FORM MUST BE SUBMITTED ON OR BEFORE JULY 1, 2020

Please send this completed form to:
Thomson, Rogers to the attn. of Lucy Jackson, by either:
Email: Ljackson@thomsonrogers.com
Courier or mail: 3100-390 Bay Street, Toronto, ON, M5H 1W2

JANE DOE - and - THE ESTATE OF ANTHONY GARRY SOLOMON, DECEASED

Court File No. CV-17-0343-00CP

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding Commenced at Belleville

ORDER

BONN LAW OFFICE

80 Division Street
Trenton, ON
K8V 5S5

KRISTIAN BONN

LSUC No. 45600A
Tel: 613-393-9207
Fax: 613-393-6367

Lawyers for the Plaintiff

(902405 DRM/lgj)