

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

Court File No. CV – 10 – 408131 00CP

**SHERRY GOOD**

Plaintiff

and

**TORONTO POLICE SERVICES BOARD**

Defendant

***Proceeding under the Class Proceedings Act, 1992***

Court File No. CV – 15 – 524523 00CP

**THOMAS HOWARD TAYLOR**

Plaintiff

and

**TORONTO POLICE SERVICES BOARD**

Defendant

***Proceeding under the Class Proceedings Act, 1992***

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**SETTLEMENT AGREEMENT**

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Dated: July 3, 2020

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2	Long Form Notice

## SETTLEMENT AGREEMENT

Dated as of July 3, 2020

### PART I – INTRODUCTION AND DEFINITIONS

#### **Section 1.** INTRODUCTION

This Settlement Agreement settles, on behalf of the Settlement Class in the Actions, all claims asserted by the Settlement Class related to actions taken by any person for whom the Defendant the Toronto Police Services Board could be held responsible, during the G20 Summit which occurred in downtown Toronto, Ontario, on June 26 and 27, 2010.

This Settlement Agreement does not apply to anyone who is not a Settlement Class Member, including Excluded Persons.

#### **Section 2.** DEFINITIONS

As used in this Settlement Agreement, including the attached schedules and exhibits, the terms defined herein have the following meanings, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms used in the Settlement Agreement that are not defined in Section 2 shall have the meanings ascribed to them elsewhere in the Settlement Agreement.

2.1 “**Actions**” means, collectively:

- (a) *Sherry Good v Toronto Police Services Board*, Court File No. CV – 10 – 408131 00CP; and
- (b) *Thomas Taylor v Toronto Police Services Board*, Court File No. CV – 15 – 524523 00CP.

2.2 “**Approval Court**” means the Court to which the motion for settlement approval will be brought, being the Ontario Superior Court of Justice.

- 2.3 **“Approval Notice”** means the English and French notice of the Approval Order published and disseminated to Settlement Class Members, in a form to be approved by the Court in the Actions.
- 2.4 **“Approval Order”** means the Court’s order and / or judgment approving the Settlement Agreement.
- 2.5 **“Arbitrator”** The person as approved by the Court to review and determine appeals pursuant to section 10.3.
- 2.6 **“Case Management Judge”** means the Honourable Justice Belobaba or his successor as appointed by the Court.
- 2.7 **“Claim”** means a claim for compensation by a Settlement Class Member by the timely submission of the required form and all other required supporting documentation, if necessary, to the Claims Administrator on or before the Claims Submission Deadline.
- 2.8 **“Claim Form”** means the document that enables a Settlement Class Member to apply for compensation pursuant to the Settlement Agreement approved by the Court in the Actions.
- 2.9 **“Claimant”** means a Settlement Class Member, or a Settlement Class Member’s estate or legal representative, who completes and submits a Claim Form.
- 2.10 **“Claims Administration Expenses”** means the reasonable costs, plus applicable taxes, incurred for the Claims Administrator to administer the Claims Program, including but not limited to the Claims Administrator’s fees, the costs to administer the Settlement Website, and related French-English translation costs.
- 2.11 **“Claims Administrator”** means the party responsible to administer and oversee the Claims Program. The Parties agree that Epiq Class Action

Services Canada Inc. shall serve as Claims Administrator, subject to approval by the Approval Court.

- 2.12 “**Claims Period**” means the time period from when Claimants can begin submitting Claims until the Claims Submission Deadline.
- 2.13 “**Claims Program**” means the program through which Settlement Class Members may file Claims and, if eligible, obtain compensation under this Settlement Agreement, as described in Section 9.
- 2.14 “**Claims Submission Deadline**” means the deadline by which Settlement Class Members must submit a complete and valid Claim, which is ninety (90) days from the Effective Date.
- 2.15 “**Class Counsel**” means the law firms listed as solicitors of record in the Actions, namely, Klippensteins Barristers and Solicitors, and Eric K. Gillespie Professional Corporation.
- 2.16 “**Class Proceedings Fund**” has the same meaning as defined in section 59.1 of the *Law Society Act*, R.S.O. 1990, c. L.8.
- 2.17 “**Counsel Fees**” means the reasonable legal fees and disbursements of Class Counsel incurred in connection with this Settlement Agreement and prosecuting the claims in the Actions on behalf of the Settlement Class Members, as approved by the Court, for payment to Class Counsel, as described in Section 11.
- 2.18 “**Court**” means the Ontario Superior Court of Justice.
- 2.19 “**Defendant**” means the defendant in both Actions, the Toronto Police Services Board.
- 2.20 “**Detention Centre Subclass**” means those individuals who were arrested and imprisoned in the PPC beginning on June 26 or 27, 2010.

- 2.21 **“Eastern Avenue Subclass”** means those individuals who were arrested or subjected to mass detention in a police cordon in the vicinity of the Eastern Avenue Detention Centre on the morning of June 27, 2010, and eventually released without charge;
- 2.22 **“Effective Date”** means thirty (30) days after the Settlement Approval Date, unless any appeal is taken from an Approval Order, in which case it is the date upon which all appeals have been fully disposed of on the merits in a manner that affirms the Approval Order.
- 2.23 **“Eligible Claimant”** means a Claimant who has been determined by the Claims Administrator to be eligible to receive compensation under the Settlement Agreement.
- 2.24 **“Esplanade Subclass”** means those individuals who were arrested or subjected to mass detention in a police cordon in the vicinity of the Hotel Novotel Toronto Centre on the Esplanade on the evening of June 26, 2010, and eventually released without charge.
- 2.25 **“Excluded Persons”** means the following entities and individuals:
- (a) Those individuals who could have been considered a Settlement Class Member but opted out during the Notice of Certification opt-out phase.
  - (b) Any individual who has previously entered into a Release with the TPSB, or any entities for which the TPSB is vicariously or statutorily liable, for any action involving the matters that relate to the Actions as identified to the Claims Administrator by the Defendant.
- 2.26 **“Expungement of Records”** means the deletion or segregation of Records created in relation to the Summit as described in Section 5.



- 2.27 **“Filing Fee”** means the \$150.00 filing fee that is payable by an Eligible Claimant upon submission of a notice of appeal to the Claims Administrator, as described in Section 10.
- 2.28 **“Good Action”** means the claims relating to the allegations described in *Sherry Good v Toronto Police Services Board*, Court File No. CV – 10 – 408131 00CP, as defined in sections 2.21, 2.24, 2.29, 2.38, and/or 2.44.
- 2.29 **“Gymnasium Subclass”** means those individuals who were arrested at the University of Toronto Graduate Students’ Union Gymnasium on the morning of June 27, 2010.
- 2.30 **“Location Subclass”** means one of the following, as described in sections 2.21, 2.24, 2.29, 2.39, and 2.45:
- (a) Eastern Avenue Subclass;
  - (b) Esplanade Subclass;
  - (c) Gymnasium Subclass;
  - (d) Parkdale Subclass; and
  - (e) Queen and Spadina Subclass.
- 2.31 **“Minutes of Settlement”** means the written agreement entered into by the Parties through Class Counsel and counsel for the Defendant, on June 19, 2018, following a two-day mediation before the Honourable Justice Morgan, and shall include the written agreement reached between the Parties with respect to non-monetary relief following a further mediation held before the Honourable Justice Morgan on January 31, 2019.
- 2.32 **“Notice Administrator”** means the third-party agent or administrator agreed to by the Parties and appointed by the Court in the Actions to

implement and consult on Settlement Class Notices. The Parties agree that Epiq Class Action Services Canada Inc. shall serve as Notice Administrator, subject to approval by the Court in the Actions.

- 2.33 **“Notice Expenses”** includes all reasonable costs and expenses, plus applicable taxes, incurred to implement the Notice Program.
- 2.34 **“Notice Program”** means a reasonable notice program as approved by the Court for distributing the Settlement Class Notices.
- 2.35 **“Objection Administrator”** means a third-party agreed to by the Parties and appointed by the Court to receive and report on objections as set forth in Section 7. The Parties agree that Epiq Class Action Services Canada Inc. shall serve as the Objection Administrator, subject to approval by the Court in the Actions.
- 2.36 **“Objection Deadline”** means the deadline by which a Settlement Class Member’s objection to the Settlement Agreement must be received by the Objection Administrator in order to be timely and valid. The Objection Deadline is forty-five (45) days after the Pre-Approval Notice Date.
- 2.37 **“Objection Expenses”** means the reasonable costs, plus applicable taxes, incurred for the Objection Administrator to administer Settlement Class Members’ objections to the Settlement Agreement.
- 2.38 **“Parkdale Subclass”** means those individuals who were arrested or subjected to mass detention in a police cordon in the vicinity of the intersection of Queen Street West and Noble Street on June 27, 2010, and eventually released without charge;
- 2.39 **“Parties”** means the TPSB and Settlement Class Representatives on behalf of themselves and the Settlement Class, collectively.

- 2.40 **“PPC”** means the Prisoner Processing Centre which was a temporary detention center created for the purposes of the Summit and located at 629 Eastern Avenue, Toronto, Ontario.
- 2.41 **“Pre-Approval Notice”** means the English and French versions of the short-form and long-form notices substantially in the forms attached hereto as Exhibits “1” and “2”, respectively.
- 2.42 **“Pre-Approval Notice Date”** means the date on which the Pre-Approval Notice in summary form is first disseminated in accordance with the Pre-Approval Order.
- 2.43 **“Pre-Approval Order”** means a Court’s order approving the Pre-Approval Notice and the Notice Program.
- 2.44 **“Queen and Spadina Subclass”** means those individuals who were arrested or subjected to mass detention in a police cordon in the vicinity of the intersection of Queen Street West and Spadina Avenue on the afternoon of June 27, 2010, and eventually released without charge.
- 2.45 **“Records”** means any and all documentation created by and in the control of the Toronto Police Services Board as a result of a Settlement Class Member being arrested and/or detained during the course of the Summit for the purposes of Expungement as described in Section 5.
- 2.46 **“Released Claims”** has the definition set forth in section 12.3.
- 2.47 **“Released Parties”** has the definition set forth in section 12.2.
- 2.48 **“Releasing Parties”** has the definition set forth in section 12.3.
- 2.49 **“Settlement Agreement”** means this proposed Settlement Agreement, including its schedules, exhibits and any supplemental agreements, as amended and approved by the Court.

- 2.50 **“Settlement Approval Date”** means the date on which the Approval Order is issued.
- 2.51 **“Settlement Approval Hearing”** means the hearing before the Court for the purpose of determining whether to issue an Approval Order.
- 2.52 **“Settlement Class”** means, for purposes of this Settlement Agreement only, a class of all persons, except for Excluded Persons, who (a) are members of a Location Subclass as described in sections 2.21, 2.24, 2.29, 2.39, and/or 2.44 and/or (b) are members of the Detention Centre Subclass as described in section 2.20.
- 2.53 **“Settlement Class Member”** means a member of the Settlement Class.
- 2.54 **“Settlement Class Notices”** means the English and French versions of the Pre-Approval Notice, Approval Notice, and any other notice provided for in the Notice Program.
- 2.55 **“Settlement Class Release”** means the release and waiver by Settlement Class Members described in Section 12 that will take effect upon entry of the Approval Order in the Actions.
- 2.56 **“Settlement Class Representative”** means the following representative plaintiffs named in the Actions: Sherry Good and Thomas Taylor.
- 2.57 **“Settlement Website”** means, collectively, the public Internet websites described in section 9.3.
- 2.58 **“Summit”** means the G20 Summit which was held in Toronto, Ontario, during the weekend of June 26 and 27, 2010.
- 2.59 **“Taylor Action”** means the claims relating to the allegations described in *Thomas Taylor v Toronto Police Services Board*, Court File No. CV – 15 – 524523 00CP as defined in section 2.20.

2.60 "TPSB" means the Defendant, the Toronto Police Services Board.

## **PART II – SETTLEMENT MEASURES/REMEDIES**

### **Section 3. FINANCIAL COMPENSATION FOR CLAIMS**

- 3.1 The Defendant will provide compensation to Eligible Claimants for Claims made pursuant to and in accordance with the terms of this Settlement Agreement as outlined below.
- 3.2 Pursuant to the Minutes of Settlement, the Defendant shall pay up to \$16,500,000.00 in damages, inclusive of interest, to the Settlement Class, and shall not be required to pay more than that amount.
- 3.3 The Defendant shall pay the amounts referenced at 3.4(a) – (f) to Settlement Class Members of the following Subclasses whose Claims have been submitted to and approved by the Claims Administrator pursuant to the Claims Process. Subject to the approval of the Court, each of the amounts referenced at 3.4(a) – (f) shall be subject to a 22.5% percent reduction which is made up by a 10% deduction which will be remitted to the Class Proceedings Fund, and a 12.5% deduction which will be directed to Class Counsel as a payment of costs, as described in section 11.4, in addition to the Costs described at sections 11.1 and 11.2.
- 3.4 **Compensation by Subclass:**
- (a) Settlement Class Members of the Queen and Spadina Subclass approved by the Claims Administrator will be compensated \$12,000.00, subject to the reductions detailed in section 3.3.
  - (b) Settlement Class Members of the Esplanade Subclass approved by the Claims Administrator will be compensated \$11,000.00, subject to the reductions detailed in section 3.3.

- (c) Settlement Class Members of the Eastern Avenue Subclass approved by the Claims Administrator will be compensated \$5,000.00, subject to the reductions detailed in section 3.3.
- (d) Settlement Class Members of the Parkdale Subclass approved by the Claims Administrator will be compensated \$5,000.00, subject to the reductions detailed in section 3.3.
- (e) Settlement Class Members of the U of T Gymnasium Subclass approved by the Claims Administrator will be compensated \$16,000.00, subject to the reductions detailed in section 3.3.
- (f) Settlement Class Members of the Detention Centre Subclass approved by the Claims Administrator will be compensated \$8,700.00 in addition to amounts awarded as a result of being part of another Subclass, if any, subject to the reductions detailed in section 3.3.

### 3.5 Other Provisions.

- (a) **Canadian Dollars.** All dollar amounts referred to in this Settlement Agreement are in Canadian dollars, unless expressly provided otherwise. All payments made to Eligible Claimants will be paid in Canadian dollars.
- (b) **Deceased, Incapacitated or Bankrupt Eligible Claimants.** In the event of an Eligible Claimant's death, incapacity or bankruptcy (whether discharged or ongoing), and upon satisfactory proof thereof, the Claims Administrator shall assign, where possible and in accordance with applicable law, the Eligible Claimant's benefits to that Eligible Claimant's estate or legal representative.

**Section 4. FUTURE POLICING OF PUBLIC DEMONSTRATIONS  
AND ANNOUNCEMENT OF SETTLEMENT**

- 4.1 Large scale public events where protests are anticipated can present a number of policing and public safety challenges. Peaceful public protest is a protected *Charter* right. Police activity in respect of large public events must strive to provide adequate public safety and protection, while balancing *Charter* protected freedoms of peaceful assembly and expression and other *Charter* rights.
- 4.2 In considering standards for policing at future large scale events where public protest is anticipated, the Toronto Police Service (“TPS”) has considered lessons learned from its experiences to date including the June 2010 G20 Summit event held in downtown Toronto. In this respect, the TPS acknowledges that at all times, it is governed by the *Charter*, and the authorities and limits on authority set out in the *Criminal Code*, the *Police Services Act* and common law. With respect to future similar events, the TPS will take reasonable and appropriate steps, including in planning and training, to put into effect the standards outlined in Schedule “A”.
- 4.3 On or immediately after the Settlement Approval Date, the Defendant will issue a press release in the form attached at Schedule “C” to this Settlement Agreement.

**Section 5. EXPUNGEMENT OF RECORDS**

- 5.1 Subject to 5.2 the Defendant shall make best good faith efforts to permanently delete or make inaccessible to the extent reasonably possible the Records that are in its possession relating to the arrest or detention of Eligible Claimants during the Summit, except for those who were charged with an offense. The Defendant will write to third parties (e.g., the RCMP) and request that they permanently delete or make inaccessible to the extent reasonably possible any similar records they may have in their possession,

except for Eligible Claimants who were charged with an offense relating to said arrest/detention.

- 5.2 Following the conclusion of the Claims Process, the Claims Administrator will provide a list to the TPSB which contains the names and birth dates of all Settlement Class Members whose Claims were approved during the Claims Process. Following receipt of the list, the TPSB will fulfill its obligations pursuant to 5.1. The Defendant shall permanently delete this list once said obligations have been fulfilled.

### **PART III – APPROVAL OF THE SETTLEMENT AGREEMENT**

#### **Section 6. COURT PRE-APPROVAL OF THE SETTLEMENT AGREEMENT**

- 6.1 No later than thirty (30) days after the execution of this Settlement Agreement, Class Counsel shall submit the Settlement Agreement to the Approval Court pursuant to a motion for a Pre-Approval Order.
- 6.2 A motion for a Pre-Approval Order shall be submitted to the Approval Court in a manner that seeks to preserve the confidentiality of the motion and Settlement Agreement until such time as the hearing of the motion before the Court, and any disclosures shall be made only as are necessary to have the motion heard.

#### **COURT APPROVAL OF THE SETTLEMENT AGREEMENT**

- 6.3 Following receipt of the Pre-Approval Order the Parties and their successors, assigns and counsel agree to take all actions and steps reasonably necessary to obtain an Approval Order in the Actions.
- 6.4 This Settlement Agreement shall be null and void and of no force and effect unless the Approval Order is granted by the Approval Court and the Effective Date occurs.



**Section 7. SETTLEMENT CLASS MEMBERS' RIGHT TO OBJECT TO THE SETTLEMENT AGREEMENT AT THE APPROVAL HEARING**

- 7.1 In the Pre-Approval Order the Court will appoint an Objection Administrator to receive any written elections to object to the Settlement Agreement by Settlement Class Members.
- 7.2 Elections to object to the Settlement Agreement by Settlement Class Members must be received in writing by the Objection Administrator by mail, courier or e-mail on or before the Objection Deadline, as applicable:

By mail or courier to: Epiq Class Action Services Canada Inc.

c/o G-20 Class Action Claims Administrator

P.O. Box 507 STN B

Ottawa ON K1P 5P6

By e-mail to: [info@G-20classactionsettlement.ca](mailto:info@G-20classactionsettlement.ca)

- 7.3 All objections to the Settlement Agreement shall be personally signed by the Settlement Class Member and shall include the following:
- (a) The Settlement Class Member's name, mailing address, telephone number and e-mail address (if applicable);
  - (b) Identification of which of the Actions the Settlement Class Member is a part of, including the Location Subclass, if any;
  - (c) A brief statement of the nature of and reason for the objection to the Settlement Agreement; and
  - (d) Whether the Settlement Class Member intends to appear in person or by counsel at the Settlement Approval Hearing in Toronto, Ontario, and if appearing by counsel, the name, address, telephone number and e-mail address of counsel.

- 7.4 Notwithstanding section 7.3, if a Settlement Class Member is deceased, a minor or otherwise incapable of making their own written objection to the Settlement Agreement, the information required by section 7.3 must be provided by the person acting on behalf of the Settlement Class Member, along with their contact information , together with a copy of the power of attorney, court order or other authorization serving as the proposed basis for permitting such person to represent the Settlement Class Member. A power of attorney will not be recognized as valid by the Objection Administrator in the place of a signature of a Settlement Class Member, except in the circumstances set out in this Section.
- 7.5 Any Settlement Class Member who has previously opted out of the Settlement Class may not object to the Settlement Agreement. If a Settlement Class Member elected to opt out of the Settlement Class and wishes to object to the Settlement Agreement, the opt out election shall supersede the objection and the objection shall be deemed withdrawn.
- 7.6 The Objection Administrator will provide copies of all objections to the Defendant through counsel and Class Counsel within three (3) days after their receipt. Wherever reasonably possible, such copies shall be provided in electronic form and in a manner that minimizes the Objection Expenses.
- 7.7 The Objection Administrator shall, seven (7) days before the Settlement Approval Hearing, serve on the Defendant through counsel and Class Counsel and file with the Court an affidavit reporting on the number of objections, and compiling all of the written objections received on or before the Objection Deadline.

**Section 8. NOTICE OF THE APPROVAL ORDER TO SETTLEMENT CLASS MEMBERS**

- 8.1 Within thirty (30) days of the Effective Date, the Claims Administrator shall:
- (a) Mail and email court-approved Settlement Class Notices to all Settlement Class Members for whom it has mailing and/or email addresses;
  - (b) Publish the English and French versions of a court-approved Settlement Notice and Short Form Notice on the Settlement Website; and
  - (c) Publish notice of the settlement approval in accordance with a Notice Program approved by the Court which, where applicable, provides a link to the English and French versions of a court-approved Settlement Class Notices on the Settlement Website.
- 8.2 Immediately after the Effective Date, the Defendant through counsel shall provide the Claims Administrator with both the French and English versions of the Settlement Class Notices as approved by the Court.
- 8.3 Immediately after the Effective Date, Class Counsel shall post both an English and French version of the Settlement Class Notices on the website created by Class Counsel for the actions, [www.g20classaction.ca](http://www.g20classaction.ca).

**Section 9. CLAIMS PROGRAM ADMINISTRATION**

- 9.1 The Defendant's obligation to implement the Claims Program in accordance with this Settlement Agreement is and shall be contingent upon each of the following:
- (a) Entry of the Approval Order;
  - (b) The occurrence of the Effective Date; and

- (c) The satisfaction of any other conditions set forth in this Settlement Agreement.

9.2 **Claims Program.** Subject to section 9.1, the Claims Program will begin as soon as reasonably practicable after the Effective Date. The Claims Program involves three steps, as further described in Schedule “B”. At Step 1, the Settlement Class Member will, by the Claims Submission Deadline, submit a Claim Form to the Claims Administrator, by way of email or direct mail to the addresses indicated in Section 7.2. The Claim Form shall require a Claimant to sign, whether electronically or by hand, and declare that the information and material, if necessary, submitted is true and correct based on knowledge and belief. At Step 2, the Settlement Class Member’s eligibility or ineligibility to participate in the Claims Program will be determined by the Claims Administrator, and a determination of entitlement will be made if the Settlement Class Member is deemed an Eligible Claimant. At Step 3, Eligible Claimants will receive their approved benefits under the Settlement Agreement. The process for submitting a Claim is designed to be as simple and convenient to Settlement Class Members as possible, consistent with the integrity of the Claims Program. The Claims Administrator will make a decision on eligibility and entitlement for each claim within 30 days after the submission of the Claim.

9.3 **Claims Administrator.** The Claims Administrator will oversee the implementation and administration of the Claims Program, including verification and determination of a Settlement Class Member’s entitlement and quantum of payment. The Claims Administrator’s duties include, but are not limited to (a) oversight of the Settlement Website; (b) management of communications with Settlement Class Members regarding the Claims Program, (c) forwarding written inquiries to Class Counsel for a response, if warranted; (d) managing the meet and confer and appeal process as set out in sections 10.1, 10.2, and 13.4; (e) issuing and, where appropriate,

reissuing payments on Claims to Eligible Claimants; and (f) monitoring the amounts of uncashed cheques issued to Eligible Claimants. The Claims Administrator shall have the authority to perform all actions, to the extent not expressly prohibited by, or otherwise inconsistent with, any provision of this Settlement Agreement, deemed by the Claims Administrator to be reasonably necessary for the efficient and timely administration of this Settlement Agreement.

- 9.4 **Payment of Claims.** Payments of Claims made to Eligible Claimants may be made by cheque.
- 9.5 **Reporting.** When the Claims Program is concluded, the Claims Administrator must provide a Final Accounting Report to the Court, the Defendant through counsel and Class Counsel. When the Claims Program is concluded, the Claims Administrator will also provide a report to the Defendant through counsel and Class Counsel concerning any cheques for payment of Claims that remain uncashed.
- 9.6 No materials submitted by any Claimant will be returned to such Claimant. The Claims Administrator shall be permitted to dispose of any materials submitted by a Claimant 30 days after it is determined that no appeal may be filed, the time limit for filing a dispute under section 10.1 has expired, or any dispute has been resolved.
- 9.7 Any personal information acquired as the result of this Settlement Agreement shall be used solely for purposes of evaluating and paying Claims under this Settlement Agreement. All information relating to the Claims Program and processing is confidential and proprietary and shall not be disclosed, except as necessary to the Claims Administrator, the Defendant, Class Counsel and the Court in accordance with the terms of this Settlement Agreement, and as required by legal process. The Claims Administrator shall take security measures to prevent unauthorized access

to personal information it obtains under this Settlement Agreement, as well as to prevent the loss, destruction, falsification, and leakage of such personal information.

- 9.8 The Claims Administrator shall be chosen jointly by counsel for the Parties and approved by the Court.
- 9.9 In the event the Parties cannot agree on the Claims Administrator, the matter will be resolved pursuant to directions from a case conference with the Case Management Judge.
- 9.10 Where one party believes the Claims Administrator is failing to fulfill its obligations under this Settlement Agreement, or its costs are unreasonable, the Parties shall undertake good faith discussions and attempt to agree on a course of action, which may include appointing a new Claims Administrator. If an agreement cannot be reached, the matter will be resolved pursuant to directions from a case conference with the Case Management Judge.
- 9.11 The Defendant shall be responsible for payment of the cost of the Claims Administrator.

#### **Section 10. APPEAL PROCESS**

- 10.1 **Appeal Process.** For purposes of this Section, references to a Claimant may include Class Counsel if acting on behalf of the Claimant regarding an appeal. Within ten (10) days after the issuance of a decision in writing to a Claimant regarding (a) the Claimant's eligibility to receive benefits under this Settlement Agreement, (b) the Claimant's settlement benefit entitlement, or (c) the denial of a request made during the Claims Period, or up to six (6) months after the Effective Date, to reissue a stale dated, non-negotiable cheque for payment of a Claim, the Claimant must notify the Claims Administrator in writing of any intent to dispute the decision. The

Claims Administrator must deliver the particulars of the Claimant's dispute to the Defendant through counsel, and Class Counsel.

102 The Claims Administrator, Class Counsel, and the Defendant through counsel, must confer by conference call within thirty (30) days after the Claims Administrator transmits the Claimant's written notice of dispute, or within such other time period as agreed to by Class Counsel, and the Defendant through counsel. If the conference call does not resolve the dispute, the Claims Administrator must in writing advise the Claimant that the Claimant may appeal to the Arbitrator by requesting an appeal and setting out the basis of the appeal in writing delivered to the Claims Administrator within thirty (30) days after the date of such notification. The following procedures will govern these appeals:

- (a) Payment of a Filing Fee of \$150.00 must be arranged by a Claimant to initiate an appeal. Unless the Filing Fee is fully paid by a Claimant with a certified cheque or money order submitted to the Claims Administrator within ten (10) days after delivery of a written appeal, the appeal shall be dismissed. The Filing Fee is non-refundable.
- (b) After the Claims Administrator receives a Claimant's written appeal and the Claimant has arranged for full payment of the Filing Fee, the Claims Administrator shall deliver the written appeal to Class Counsel, and the Defendant through counsel.
- (c) The Defendant through counsel must submit to the Claims Administrator the Defendant's, as applicable, written response within fifteen (15) days after receipt of the Claimant's written appeal from the Claims Administrator.
- (d) Class Counsel may submit to the Claims Administrator a written reply within ten (10) days after receipt of the Defendant's written response from the Claims Administrator.

- (e) The Claims Administrator shall transmit to the Arbitrator all received documents in relation to the appeal with copies to the Defendant through counsel, Class Counsel, and the Claimant. The Arbitrator's decision will be based solely on the written appeal record provided by the Claims Administrator.
- (f) If the Claimant is appealing from a decision of a determination of eligibility or amount, the Arbitrator must choose to award the Claimant either the amount proposed by the Defendant through counsel or Class Counsel or the Claimant, but no other amount.
- (g) The Arbitrator's written decision shall be delivered in writing within thirty (30) days after the Arbitrator's receipt of the appeal record from the Claims Administrator. The Arbitrator's decision is final and is not subject to any further appeal or review by the Court.

10.3 Arbitrator:

- (a) The Arbitrator shall be selected by agreement of the Defendant through counsel and Class Counsel, and in the absence of such agreement, shall be appointed by the Case Management Judge. As of the date of the execution of this Settlement Agreement, the Parties have agreed that the Arbitrator shall be The Honourable François Rolland.
- (b) In accordance with the terms of this Settlement Agreement, the Arbitrator shall have the power to make decisions resolving appeals, as set forth in sections 10.1 and 10.2. The Arbitrator shall have a continuing obligation to be neutral and unbiased and shall inform the Defendant and Class Counsel in the event of any conflict of interest.



- (c) The Arbitrator shall be paid a reasonable hourly fee and reasonable disbursements, plus applicable taxes, by the Defendant. Filing Fees shall be paid towards the Arbitrator's fees and expenses.

#### **PART IV – CLASS COUNSEL FEES**

##### **Section 11. CLASS COUNSEL FEES**

- 11.1 In accordance with the Minutes of Settlement, and subject to Court Approval, the Defendant shall pay costs to be reviewed and approved by the Court pursuant to the *Class Proceedings Act*, up to a cap of three million five hundred thousand dollars (\$3,500,000.00), minus amounts paid to date in the amount of four hundred and ninety three thousand and eighty three dollars and eighty three cents (\$493,083.83), for a total remaining cap of three million six thousand nine hundred and sixteen dollars and seventeen cents (\$3,006,916.17).
- 11.2 Further, and in accordance with the Minutes of Settlement, the Defendant will pay the HST (13%) on the costs approved by the Court pursuant to section 11.1 above.
- 11.3 The Defendant will pay the costs approved in sections 11.1 and 11.2 within 30 days following the Effective Date.
- 11.4 Further, in addition to the costs as may be approved by the Court in section 11.1, Class Counsel may apply to the Court that at the conclusion of the Claims Administration (that is, 120 days after the Effective Date), an additional costs award of \$1,959,503.83 inclusive of HST shall be paid made up of a contribution from each Settlement Class Member's settlement amount by way of a reduction of 12.5% of each individual Settlement Class Member's settlement amount, as indicated in section 3.3 of this Settlement Agreement. Should the amounts paid out of each Settlement Class Member's settlement amount not reach the above additional costs award

assessed and approved by the Court, such shortfall shall be paid by the Defendant from any amount that remains unpaid from the \$16,500,000.00 damages cap set out in Section 3.2 in satisfaction of the Plaintiffs' claims. Should the total of the amounts paid out of each Settlement Class Member's settlement amount exceed the additional costs award hereby approved by the Court, the amount by which each Settlement Class Member's settlement amount is reduced shall be prorated downward to equate to the costs award from the Court under this section.

## **PART V – GENERAL**

### **Section 12. RELEASE AND WAIVER**

- 12.1 The Parties agree to the following Settlement Class Release that shall take effect upon entry of the Approval Order in the Actions.
- 12.2 **Released Parties.** “Released Parties” means any person who, or entity that, is or could be responsible or liable in any way whatsoever, whether directly or indirectly, for policing activities during the Summit, including for all claims as asserted in the Good and Taylor Actions. The Released Parties include, without limitation, the Toronto Police Services Board, and any former, present and future member of the Toronto Police Services Board, the Toronto Police Service, and their lawyers, agents, insurers, representatives, successors, heirs, and assigns (individually and collectively).
- 12.3 **Settlement Class Release.** In consideration of this Settlement Agreement, Settlement Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, lawyers, representatives, and any other legal or natural persons who may claim by, through, or under them (individually and collectively, the “**Releasing Parties**”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes

of action, whether known or unknown, that they may have, purport to have, or may have hereafter against any Released Parties, arising out of or in any way related to the Summit, including the claims as asserted in the Actions. This Settlement Class Release applies to any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or noncontingent, suspected or unsuspected, whether or not concealed or hidden, arising from or in any way related to the Summit, including the claims as asserted in the Actions, including without limitation (a) any claims that were or could have been asserted in the Actions; and (b) any claims for fines, penalties, criminal assessments, economic damages, punitive damages, exemplary damages, liens, injunctive relief, counsel, expert, consultant, or other litigation fees or costs or any other liabilities, that were or could have been asserted in any civil, criminal, administrative, or other proceeding, including arbitration (individually and collectively, the “**Released Claims**”). This Settlement Class Release applies without limitation to any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced including without limitation legal and/or equitable theories under any federal, provincial, territorial, municipal, local, tribal, administrative or international law, statute, ordinance, code, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether existing now or arising in the future, that arise from or in any way relate to the Released Claims.

- 12.4 No Settlement Class Member shall recover, directly or indirectly, any sums for Released Claims from the Released Parties, other than sums received

under this Settlement Agreement, and the Released Parties shall have no obligation to make any payments to any non-parties in any manner related to Released Claims by operation of this Settlement Agreement.

12.5 **Possible Future Claims.** For the avoidance of doubt, Settlement Class Members expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Released Claims, the Actions and/or the Settlement Class Release. Nevertheless, it is the intention of Class Counsel, and the Settlement Class Representatives, in executing this Settlement Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

12.6 **Actions or Proceedings Involving Released Claims.** Settlement Class Members expressly agree that the Settlement Class Release, and the Approval Order are, will be, and may be raised as a complete defence to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Settlement Class Release whether in Canada or elsewhere. Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding, whether in Canada or elsewhere, against the Released Parties with respect to the claims, causes of action, and/or any other matters subject to the Settlement Class Release.

12.7 **Ownership of Released Claims.** The Settlement Class Representatives represent and warrant that they are the sole and exclusive owners of any and all claims that they personally are releasing under this Settlement Agreement. The Settlement Class Representatives further acknowledge that

they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Released Claims, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that the Settlement Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in any benefits, proceeds, or values to which they may be entitled as a result of the Released Claims. Settlement Class Members submitting a Claim shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under this Settlement Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest, or claim in the Actions arising out of or in any way whatsoever pertaining to the Released Claims, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that such Settlement Class Members are not aware of anyone other than themselves claiming any interest, in whole or in part, in any benefits, proceeds, or values to which those Settlement Class Members may be entitled as a result of the Released Claims.

- 12.8 **Total Satisfaction of Released Claims.** Any benefits pursuant to this Settlement Agreement are (a) in full, complete, and total discharge of all of the Released Claims against the Released Parties, and (b) sufficient and adequate consideration for each and every term of the Settlement Class Release. The Settlement Class Release shall be irrevocably binding upon the Settlement Class Representatives and all Settlement Class Members.
- 12.9 **Release Not Conditioned on Claim or Payment.** The Settlement Class Release shall be effective with respect to all Releasing Parties, including all Settlement Class Members, regardless of whether those Settlement Class

Members ultimately file a Claim or receive compensation under this Settlement Agreement.

- 12.10 **Basis for Entering Release.** Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to recommend the approval of this Settlement Agreement to the Court and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. The Settlement Class Representatives agree and specifically represent and warrant that they have discussed with Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the Settlement Class Release, and the legal effect of this Settlement Agreement and the Settlement Class Release. The representations and warranties made throughout this Settlement Agreement shall survive the execution of this Settlement Agreement and shall be binding upon the respective heirs, representatives, successors, and assigns of the Parties.
- 12.11 **No Admission of Liability.** The Settlement Class Representatives, Class Counsel, the Settlement Class and the Releasing Parties agree, whether or not this Settlement Agreement is approved, terminated or otherwise fails to take effect for any reason, that this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or liability by any of the Released Parties, or of the truth of any of the claims or allegations contained in the Actions or any other pleading filed

against the Defendant by, or on behalf of, the Settlement Class Representatives, Settlement Class or any class that may be certified or authorized in the Actions.

- 12.12 **Settlement Agreement Not Evidence.** Subject to the *Rules of Civil Procedure* and the *Evidence Act* the Settlement Class Representatives, Class Counsel and the Settlement Class agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, (with the exception of Schedule “A” and Schedule “C” if the Settlement Agreement is approved) and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, including but not limited to the Minutes of Settlement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any present, pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve, implement and / or enforce this Settlement Agreement, or as otherwise required by law or as provided in this Settlement Agreement.

### **Section 13. COOPERATION TO IMPLEMENT SETTLEMENT**

- 13.1 The Parties and their respective counsel will cooperate with each other, act in good faith and use commercially reasonable efforts to implement the Claims Program in accordance with the terms and conditions of this Settlement Agreement as soon as reasonably practicable after the Effective Date.
- 13.2 The Parties agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of the Settlement Agreement and to ensure that the costs and expenses incurred are reasonable.
- 13.3 The Parties and their successors, assigns and counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use

good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement. Counsel for the Defendant and Class Counsel shall, upon the request of the other, meet or confer by telephone to discuss the implementation of this Settlement Agreement and to attempt to resolve any issues raised by the Parties, Settlement Class Members or Claims Administrator.

- 134 The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
- 135 In the event that the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to implement the terms of this Settlement Agreement, the Defendant through counsel and Class Counsel may seek the assistance of the Case Management Judge to resolve such matters.

#### **Section 14. MODIFICATION OR TERMINATION OF THE SETTLEMENT AGREEMENT**

- 14.1 The terms and provisions of this Settlement Agreement may be amended, modified or expanded by written agreement of the Parties and approval of the Court, provided however, that after entry of the Approval Order, the Parties may by written agreement effect such amendments, modifications or expansions of this Settlement Agreement and its implementing documents (including all schedules and exhibits hereto) without further notice to the Settlement Class or approval by the Approval Court if such changes are consistent with the Approval Order and do not limit the rights of Settlement Class Members under this Settlement Agreement.
- 14.2 Any conflicts within the Settlement Agreement shall not be held against any of the Parties, but shall instead be resolved by agreement of the Parties with,



if necessary, the aid of the Approval Court and / or, by agreement of the Defendant and Class Counsel.

14.3 This Settlement Agreement shall terminate at the discretion of either the Defendant or the Settlement Class Representatives, through Class Counsel, if: (a) a Court, or any appellate court therefrom, rejects, or denies approval of any portion of this Settlement Agreement (with the exception of the timing of the Settlement Class Notices, or Objection Deadline); or (b) the Court, or any appellate court therefrom, does not enter or affirm, or alters, narrows or expands, any portion of an Approval Order (with the exception of the timing of the Settlement Class Notices, or Objection Deadline). The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section, in writing served on the other party no later than thirty (30) days, or such further time period as may be agreed to by the Parties, after receiving notice of the event prompting the termination. If the Settlement Agreement is terminated pursuant to this Section, the Parties will be returned to their positions *status quo ante* with respect to the Actions as if the Settlement Agreement had not been entered into.

14.4 If an option to withdraw from and terminate this Settlement Agreement arises under section 14.3 above, neither the Defendant nor Settlement Class Representatives are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

14.5 If, but only if, this Settlement Agreement is terminated pursuant to section 14.3, then:

- (a) This Settlement Agreement, including the Settlement Class Release, shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of sections 6.4, 9.7, 12.11, 12.12, 14.5, 14.6,

14.7 and 15.5, and the definitions and any exhibits and schedules applicable thereto;

- (b) All of the provisions of this Settlement Agreement, and all negotiations, statements and proceedings relating to it, shall be without prejudice to the rights of the Defendant, the Settlement Class Representatives or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights in the Actions are prejudiced by the settlement negotiations and proceedings;
- (c) The Released Parties expressly and affirmatively reserve all defences, arguments and motions as to all claims that have been or might later be asserted in the Actions, including, without limitation, the argument that the Actions may not be litigated as class actions;
- (d) The Settlement Class Representatives and all Settlement Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification / authorization, liability or damages;
- (e) The Defendant expressly and affirmatively reserves and does not waive all motions and positions as to, and arguments in support of, all defences to the causes of action or remedies that have been sought or might be later asserted in the Actions, including without

limitation, any argument or position opposing, liability, damages or injunctive relief;

- (f) Neither this Settlement Agreement, the fact of its having been entered into, nor the negotiations leading to it shall be admissible or entered into evidence for any purpose whatsoever; and
- (g) Any settlement-related order(s) or judgment(s) entered in the Actions after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect.

14.6 The Defendant will pay all reasonable and necessary Claims Administration Expenses, Notice Expenses, Objection Expenses and translation costs whether or not the Settlement Agreement is approved and / or terminated, except that if terminated, the Defendant shall bear any such costs in connection with the implementation of this Settlement Agreement up until its termination.

14.7 If this Settlement Agreement is terminated for any reason other than pursuant to section 14.3, the provisions of sections 6.4, 9.7, 12.11, 12.12, 14.5, 14.6, 14.7 and 15.5, and this Section, and the definitions and any exhibits and schedules applicable thereto, shall survive the termination and continue in full force and effect. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

#### **Section 15. OTHER TERMS AND CONDITIONS**

15.1 This Settlement Agreement shall be binding upon, and enure to the benefit of the Defendant, the Settlement Class Representatives and all Settlement Class Members, and their respective agents, heirs, executors, administrators, successors, transferees and assigns.

- 15.2 Class Counsel represent that (a) Class Counsel are authorized by the Settlement Class Representatives to enter into this Settlement Agreement; and (b) Class Counsel are seeking to protect the interests of the Settlement Class.
- 15.3 The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.
- 15.4 All time periods in this Settlement Agreement shall be computed in calendar days unless expressly provided otherwise. Also, unless otherwise provided in this Settlement Agreement, in computing any period of time in this Settlement Agreement or by order of a Court, the day of the act or event shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday or a Canadian statutory holiday, or, when the act to be done is a court filing, a day on which the court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days.
- 15.5 The Parties agree that confidential information made available to them solely through the settlement process was made available on the condition that it not be disclosed to third-parties.
- 15.6 This Settlement Agreement sets forth the entire agreement among the Parties with respect to its subject matter. Any agreement purporting to change or modify the terms of this Settlement Agreement must be executed by the Defendant and Class Counsel. The Parties expressly acknowledge that no other agreements, arrangements or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they have relied solely upon their own judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written

or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

- 15.7 Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and / or next-day (excluding Saturdays, Sundays and Canadian statutory holidays) express delivery service as follows:

If to the Defendant, then to:

Kevin McGivney  
BORDEN LADNER GERVAIS LLP  
22 Adelaide Street West  
Bay Adelaide Centre, East Tower  
Toronto, ON M5H 4E3  
E-mail: [kmcgivney@blg.com](mailto:kmcgivney@blg.com)

AND

Glenn Zakaib  
BORDEN LADNER GERVAIS LLP  
22 Adelaide Street West  
Bay Adelaide Centre, East Tower  
Toronto, ON M5H 4E3  
E-mail: [gzakaib@blg.com](mailto:gzakaib@blg.com)

AND

Jonathan Thoburn  
BORDEN LADNER GERVAIS LLP  
22 Adelaide Street West  
Bay Adelaide Centre, East Tower  
Toronto, ON M5H 4E3  
E-mail: [jthoburn@blg.com](mailto:jthoburn@blg.com)

If to the Settlement Class, then to:

Murray Klippenstein  
KLIPPENSTEINS BARRISTERS & SOLICITORS  
160 John Street, Suite 300  
Toronto, Ontario, M5V 2E5  
E-mail: [murray.klippenstein@klippensteins.ca](mailto:murray.klippenstein@klippensteins.ca)

AND

Eric Gillespie  
ERIC K. GILLESPIE PROFESSIONAL CORPORATION  
160 John Street, Suite 300  
Toronto, Ontario, M5V 2E5  
E-mail: egillespie@gillespielaw.ca

- 15.8 The Settlement Class, Settlement Class Representatives and / or the Defendant shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations.
- 15.9 The division of this Settlement Agreement into sections and the insertion of topic and section headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement.
- 15.10 The Parties agree that the Settlement Agreement was reached voluntarily after consultation with competent legal counsel and in accordance with instructions given.
- 15.11 This Settlement Agreement, including the Settlement Class Release, shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of law rule or principle that would mandate or permit application of the substantive law of any other jurisdiction.
- 15.12 This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.
- 15.13 The Parties have executed this Settlement Agreement as of the date on the cover page.

15.14 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. A French translation of this Settlement Agreement will be prepared immediately after its execution, at the reasonable expense of the Defendant, and filed with the Court no later than the date that the Pre-Approval Order is granted. The Parties agree that such translation is for convenience only. In the event of any dispute as to the interpretation of this Settlement Agreement, the English language version shall govern.

Counsel for SHERRY GOOD and THOMAS TAYLOR

By: Murray Klippenstein July 3/20  
Murray Klippenstein  
KLIPPENSTEINS BARRISTERS & SOLICITORS  
160 John Street, Suite 300  
Toronto, Ontario, M5V 2E5

By: Eric Gillespie July 3/2020  
Eric Gillespie  
ERIC K. GILLESPIE PROFESSIONAL  
CORPORATION  
160 John Street, Suite 300  
Toronto, Ontario M5V 2E5

Class Representatives

By: Sherry Good July 3/20  
Sherry Good

By: Thomas Taylor July 3/20  
Thomas Taylor

Counsel for the TORONTO POLICE SERVICES BOARD

By: 

Kevin McGivney  
BORDEN LADNER GERVAIS LLP  
22 Adelaide Street West  
Bay Adelaide Centre, East Tower  
Toronto, ON M5H 4E3



## **SCHEDULE “A”**

### **Future Policing of Public Demonstrations**

#### **Containment**

- Containment will be avoided unless it is necessary to prevent a substantial and imminent risk of harm to a person, all other less intrusive reasonable alternatives have been considered, and it is proportionate to the anticipated harm.
- If containment is used, it shall, where possible and appropriate, be preceded by prior audible warnings, an opportunity to disperse, and a means of egress for those who have not committed an offence.

#### **Breach of Peace**

- Breach of peace detainees must be released as soon as their continued detention is no longer required to prevent a substantial and imminent risk of harm to a person (subject to any Court order). The possibility that a detainee may join a peaceful protest if released is insufficient grounds for their continued detention by police.
- Appropriate consideration will be given to less restrictive alternatives such as warnings prior to a breach of peace detention or arrest.

#### **Temporary Detention Centres**

- If used in the future, temporary detention centres created to accommodate detentions or arrests of large numbers of people should be designed and adequately resourced to:
  - Ensure prompt processing of detainees;
  - Ensure ongoing and timely individualized assessments of the necessity of continued detention;
  - Ensure strict compliance with legal requirements relating to searches;
  - Meet provincial detention facility standards; and
  - Appropriately address issues relating to food and water, access to medication, bathroom privacy, physical comfort, temperature, access to counsel, treatment of minors, and treatment of LGBTQ detainees.

## Detentions and Arrests During Demonstrations

- Planning for security operations is to address ways to avoid holding detainees in inappropriate conditions (e.g., extended periods in a parked police van or without bathroom access).
- Detentions and arrests are to be avoided unless no other less restrictive reasonable alternatives are available (e.g., via communication, de-escalation, etc.), subject at all times to the safety of the public and officer(s) involved.
- Detainees are not to be prohibited by police from protesting peacefully upon release or required to refrain from protesting peacefully as a condition of their release (subject to any court order).
- Any detention or arrest of a person within a group will take into account the safety, security and presence of all involved.

## Planning

- Measures such as de-escalation techniques, communication and proactive policing should be used, where appropriate, to reduce the likelihood that containment or breach of peace arrests will be required.



## SCHEDULE "B"

# G20 CLASS ACTION SETTLEMENT PROPOSAL FOR CLAIM ADMINISTRATION SERVICES

## Legal Noticing Plan

*Class Size: 1,100 - with individual class member contact data available.*

### #1 Dissemination:

Notice of Proposed Settlement Approval Hearing Plan

- Websites
- Newspaper publication - weekday
- Facebook ads
- Email blast
- Ground mailing

### #2 Dissemination:

Notice of Settlement Approval Plan

- Websites
- Newspaper publication - weekday
- Press release = Statement prepared by the Defendant
- Email blast
- Ground mail

### #3 Dissemination:

Notice of Settlement Approval Plan

- Newspaper publication - weekend

## Pricing for Notice

### Websites

Post Notices on designated websites

### Newspaper publication

#1 Dissemination - Notice of Proposed Settlement Approval Hearing Plan (25 to 30 words maximum)						
Outlet	Publication Type	Word Count Estimate	Publication	Publication Date	Average Weekly Circulation	Grand Total (Not Incl. Taxes)
Journal de Quebec	French Tabloid - Paid Daily	25-30	x1	Weekday	1,063,611	
Journal de Montreal	French Tabloid - Paid Daily	25-30	x1	Weekday	1,626,327	
NB Times & Transcript	English Broadsheet Daily	25-30	x1	Weekday	170,412	
Montreal Gazette	English Broadsheet Daily	25-30	x1	Weekday	485,369	
Regina Leader Post	English Broadsheet Daily	25-30	x1	Weekday	204,814	
Saskatoon Star Phoenix	English Broadsheet Daily	25-30	x1	Weekday	234,045	



## G20 CLASS ACTION SETTLEMENT PROPOSAL FOR CLAIM ADMINISTRATION SERVICES

Ottawa Sun	English Tabloid - Free Daily	25-30	x1	Weekday	238,584	
Winnipeg Sun	English Tabloid - Free Daily	25-30	x1	Weekday	328,303	
Vancouver Sun	English Tabloid - Free Daily	25-30	x1	Weekday	820,719	
Calgary Herald	English Tabloid - Free Daily	25-30	x1	Weekday	641,495	
Edmonton Journal	English Tabloid - Free Daily	25-30	x1	Weekday	555,252	
Charlottetown Guardian	English Broadsheet Daily	25-30	x1	Weekday	86,261	
The NL Telegram	English Broadsheet Daily	25-30	x1	Weekday	171,054	
Toronto Star	English Broadsheet Daily	25-30	x1	Weekday	2,231,338	
					8,857,584	

#2 Dissemination - Notice of Settlement Approval Plan (500 words maximum)						
Outlet	Publication Type	Word Count Estimate	Publication	Publication Date	Average Weekly Circulation	Grand Total (Not Incl. Taxes)
Journal de Quebec	French Tabloid - Paid Daily	500	x1	Weekday	1,063,611	
Journal de Montreal	French Tabloid - Paid Daily	500	x1	Weekday	1,626,327	
NB Times & Transcript	English Broadsheet Daily	500	x1	Weekday	170,412	
Montreal Gazette	English Broadsheet Daily	500	x1	Weekday	485,369	
Regina Leader Post	English Broadsheet Daily	500	x1	Weekday	204,814	
Saskatoon Star Phoenix	English Broadsheet Daily	500	x1	Weekday	234,045	
Ottawa Sun	English Tabloid - Free Daily	500	x1	Weekday	238,584	
Winnipeg Sun	English Tabloid - Free Daily	500	x1	Weekday	328,303	
Vancouver Sun	English Tabloid - Free Daily	500	x1	Weekday	820,719	
Calgary Herald	English Tabloid - Free Daily	500	x1	Weekday	641,495	
Edmonton Journal	English Tabloid - Free Daily	500	x1	Weekday	555,252	
Charlottetown Guardian	English Broadsheet Daily	500	x1	Weekday	86,261	
The NL Telegram	English Broadsheet Daily	500	x1	Weekday	171,054	
Toronto Star	English Broadsheet Daily	500	x1	Weekday	2,231,338	
Globe & Mail	English Broadsheet Daily	500	x1	Weekday	2,018,923	
Toronto Sun	English Tabloid - Free Daily	500	x1	Weekday	849,131	
Xtra Magazine	Digital Daily Magazine	500	x1	Weekday	225,000	
Now Magazine	Digital Daily Magazine	500	x1	Weekday	510,000	
					12,460,638	



## G20 CLASS ACTION SETTLEMENT PROPOSAL FOR CLAIM ADMINISTRATION SERVICES

#3 Dissemination - Notice of Settlement Approval Plan (500 words maximum)						
Outlet	Publication Type	Word Count Estimate	Publication	Publication Date	Average Weekly Circulation	Grand Total (Not Incl. Taxes)
Journal de Quebec	French Tabloid - Paid Daily	500	x1	Weekend	1,063,611	
Journal de Montreal	French Tabloid - Paid Daily	500	x1	Weekend	1,626,327	
NB Times & Transcript	English Broadsheet Daily	500	x1	Weekend	170,412	
Montreal Gazette	English Broadsheet Daily	500	x1	Weekend	485,369	
Regina Leader Post	English Broadsheet Daily	500	x1	Weekend	204,814	
Saskatoon Star Phoenix	English Broadsheet Daily	500	x1	Weekend	234,045	
Ottawa Sun	English Tabloid - Free Daily	500	x1	Weekend	238,584	
Winnipeg Sun	English Tabloid - Free Daily	500	x1	Weekend	328,303	
Vancouver Sun	English Tabloid - Free Daily	500	x1	Weekend	820,719	
Calgary Herald	English Tabloid - Free Daily	500	x1	Weekend	641,495	
Edmonton Journal	English Tabloid - Free Daily	500	x1	Weekend	555,252	
Charlottetown Guardian	English Broadsheet Daily	500	x1	Weekend	86,261	
The NL Telegram	English Broadsheet Daily	500	x1	Weekend	171,054	
Toronto Star	English Broadsheet Daily	500	x1	Weekend	2,231,338	
Globe & Mail	English Broadsheet Daily	500	x1	Weekend	2,018,923	
Toronto Sun	English Tabloid - Free Daily	500	x1	Weekend	849,131	
Xtra Magazine	Digital Daily Magazine	500	x1	Weekend	225,000	
Now Magazine	Digital Daily Magazine	500	x1	Weekend	510,000	
					12,460,638	

### Facebook advertising

Key assumptions: Daily bids at auction with ad running via Facebook from 8 to 15 days.

Epiq will create and coordinate the posting of bilingual Facebook paid advertisements, which will be hyperlinked to the dedicated class action settlement (online claim filing) website.

This targeting strategy could allow for the ads to be potentially shown to an estimated 170,000-500,000 Canadian Facebook users daily countrywide.



## G20 CLASS ACTION SETTLEMENT PROPOSAL FOR CLAIM ADMINISTRATION SERVICES

The ads will be placed within the full suite of Facebook platforms: the Facebook desktop and mobile newsfeeds, the right-hand side-banner of Facebook desktop, Instagram and the Facebook Audience Network in order to maximize the exposure of the ads.

The ad campaign could result in over 1 million **impressions**; an impression is the number of times the ad is displayed whether it is clicked on or not. Each time an ad displays it is counted as one impression. The ad campaign should garner **clicks**. A click is when a user places the curser on the ad and clicks to learn more; a process that automatically navigates the user directly to the dedicated Settlement website.

### Notice of Settlement Approval

#### Press Release

Assumptions: Maximum 500 words EN and 500 words FR press release. The parties will use crafted bilingual Statement prepared by the Defendant

Epiq is happy to craft bilingual press release upon request [REDACTED]

#### Bilingual Canada Comprehensive + Social Media [REDACTED]

- **Comprehensive Network** includes all major media outlets such as; Daily/Weekly newspaper, Radio, Television, news agencies, broadcast network, online databases and websites. The Comprehensive list include syndicating press releases to more than 5,400 web sites spanning a wide variety of outlets.
- **Social Media**: CNW's Twitter Network will tweet your news, increasing visibility amongst social media followers (10,000 followers): More Exposure, Higher ROI, Viewed as Professional, Unlimited Visibility, Brand Awareness, Increased Website Traffic, and Increased Credibility.

#### Email Blast

##### #1 Notice of Proposed Settlement Approval Hearing

Estimate \$

Blast 1: [REDACTED] per email (@x1,000)  
per failed email (@15%)  
Second attempt: [REDACTED] per email re-sent (@15%)  
per failed email (@10%)

##### #2 Notice of Settlement Approval

Blast 1: [REDACTED] per email (@x900)  
per failed email (@x10)  
Second attempt: [REDACTED] per email sent (@ x10)

#### Grand Total Email Blast Services [REDACTED]

Pricing includes dedicated bilingual email inbox/blast set-up.

G20 CLASS ACTION SETTLEMENT • PROPOSAL  
Epiq Class Action Services Canada Inc. ("Epiq") • April 28, 2020  
Strictly Private and Confidential



## **G20 CLASS ACTION SETTLEMENT PROPOSAL FOR CLAIM ADMINISTRATION SERVICES**

### **Ground Mail**

*Regular ground mail notices sent to class members where the Email Blast failed (failed @10% = x100)*

Notice of Proposed Settlement Approval Hearing

Estimate \$

NCOA + Address Accuracy search

██████████ per notice, incl. postage, materials

Notice of Settlement Approval

██████████ per notice, incl. postage, materials

**Grand Total Direct Mail Services:**

Expert Affidavit in re. adequacy of notice plan

(10 to 15 hours)

Legal Notice Campaign Reporting

We have determined that the legal noticing costs should range between  
and ██████████ **not including applicable taxes.**

### **Claim Administration**

When developing the quote below, numerous key assumptions were made with a view of developing preliminary yet reliable pricing. Said key assumptions are listed below:

#### **Claim Volume**

- National bilingual class action settlement – 1,100 class members file claims.

#### **Opt-Out and Objection**

- Receiving, tracking
- Affidavit for the Court



## **G20 CLASS ACTION SETTLEMENT PROPOSAL FOR CLAIM ADMINISTRATION SERVICES**

### **Online Claim Filing**

- Bilingual online claim filing only via a dedicated secure settlement website.
- Photo ID to be uploaded or, delivered via fax in the alternative.
- Website will include Home, Documents (downloadable), FAQ and Privacy pages.
- Translation included.

### **Claimant Support**

- Bilingual email service provided throughout the claim filing period.
- 1-800 toll telephone free service provided throughout the claim filing period Monday through Friday 9 am to 5 pm EST, except holidays (live person incoming/outgoing service) with voicemail service and pre-recorded decision tree answers.

### **Defendant Data Delivered to Authenticate Claims**

- Complete defendant data will be provided to cross match filed claim names with police records.

### **Assessing Compensation Payable**

- Compensation paid based on a Court approved fixed payment pre-approved matrix – arrested versus detained damages, for example.
- Compensation payments may be pro-rated if the take-up rate is very high and the settlement fund is fixed.

### **Compensation Payments by Cheque**

- Compensation paid by cheque. \$CAD funds, paid from Scotiabank dedicated settlement trust account.
- Cheque mailed to the address provided by the claimant when filing claim online. No cover letter enclosed for but can be added, on request for small cost increase.
- Cheque will become stale-dated after 6 months. Stale-dated cheques will not be replaced.

### **Appeals**

- Receive written appeals
- Confer with counsel
- Coordinate responses to appeal submission





## **G20 CLASS ACTION SETTLEMENT PROPOSAL FOR CLAIM ADMINISTRATION SERVICES**

- Refer claim file to the Arbitrator – update claim status and compensation payable if appeal is granted - re-assess claim if filing fee is applicable/payable.

### **Settlement Fund Trustee Services**

- Settlement Funds as paid to Epiq shall be held in trust in a dedicated interest-bearing account.
- Epiq will on a quarterly basis provide the defendant with an accounting of all valid and approved claims (the "Claims") received for which the defendant will provide funds to Epiq within 30 days of receipt of such accounting, the total of which Claims shall not exceed \$16,500,000.
- All interest accruals will be rolled back into the settlement account but for the trust income taxes owing to CRA – due March 31.
- Epiq will reconcile and prepare (1) income tax return to be submitted to CRA. All settlement trust fund tax liabilities will be reported and assumed by Epiq. If the tax accruals span more than one year, Epiq will prepare necessary tax returns for the same original x1 fee quoted below.

### **Project Duration**

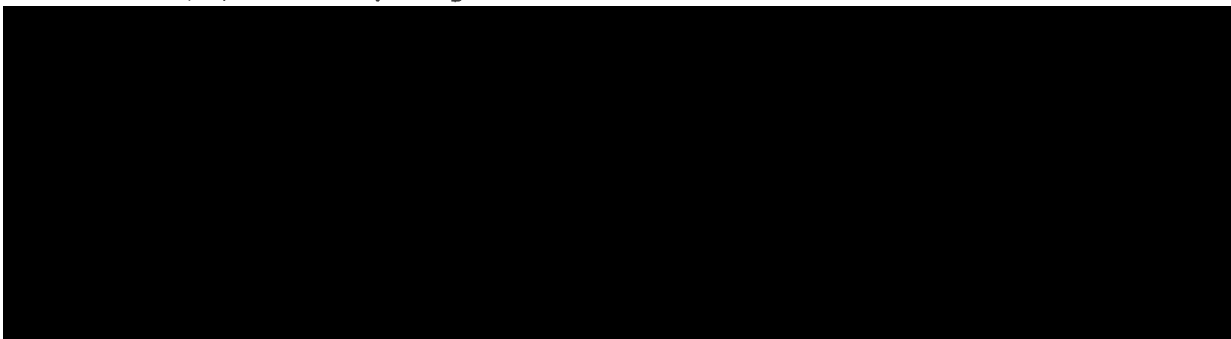
- But for the CRA tax reporting and Notice of Assessment due from CRA, it will take approximately 15 months to administer the settlement from A to Z – including the 6-month cheque stale-date "wait" period.

### **COVID-19**

- Epiq believes that the elements apply and are workable with COVID-19 circumstances.

We have determined that settlement administration costs should range between [REDACTED] **not including legal noticing and applicable taxes.**

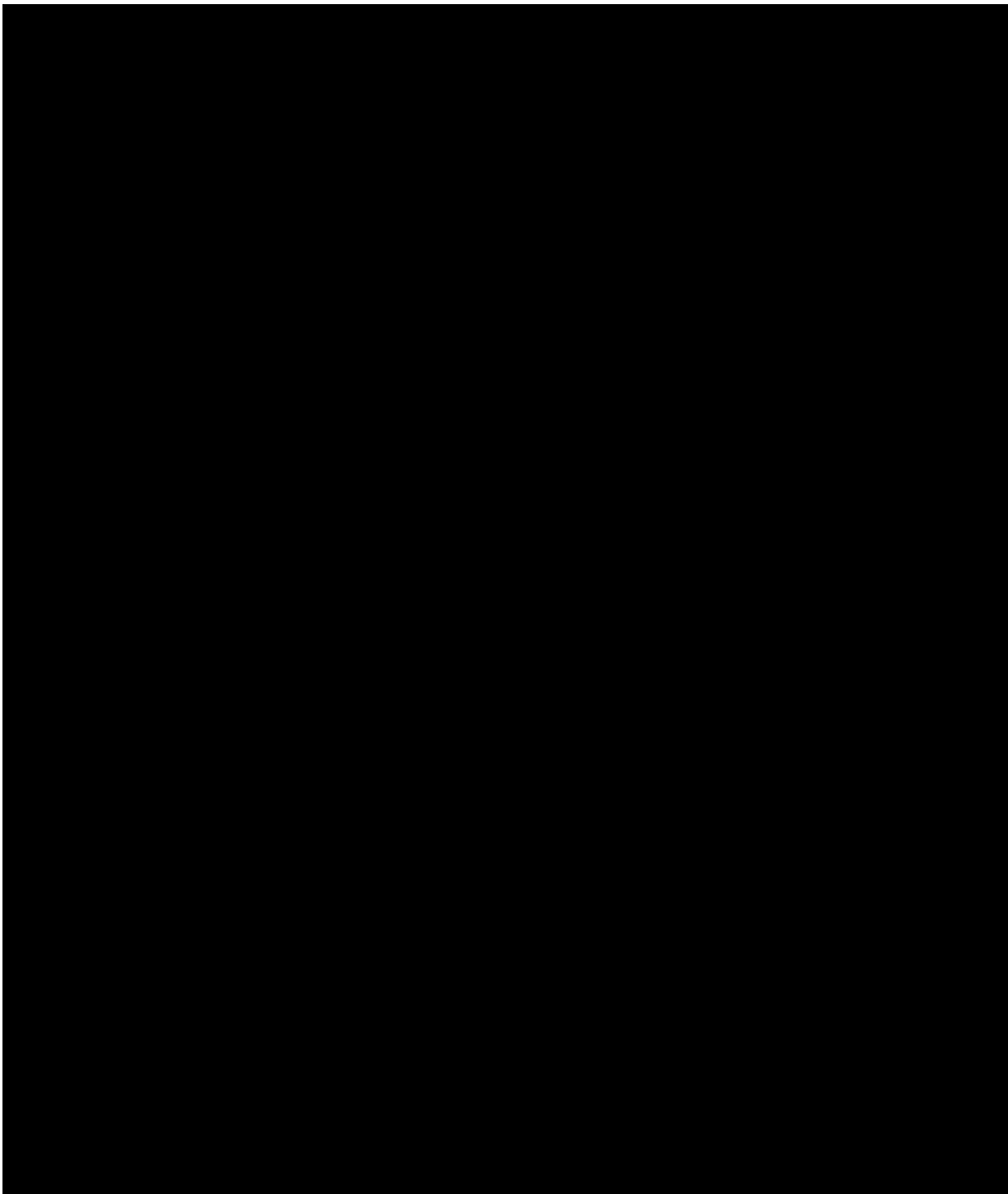
Please see Epiq's detailed pricing below:





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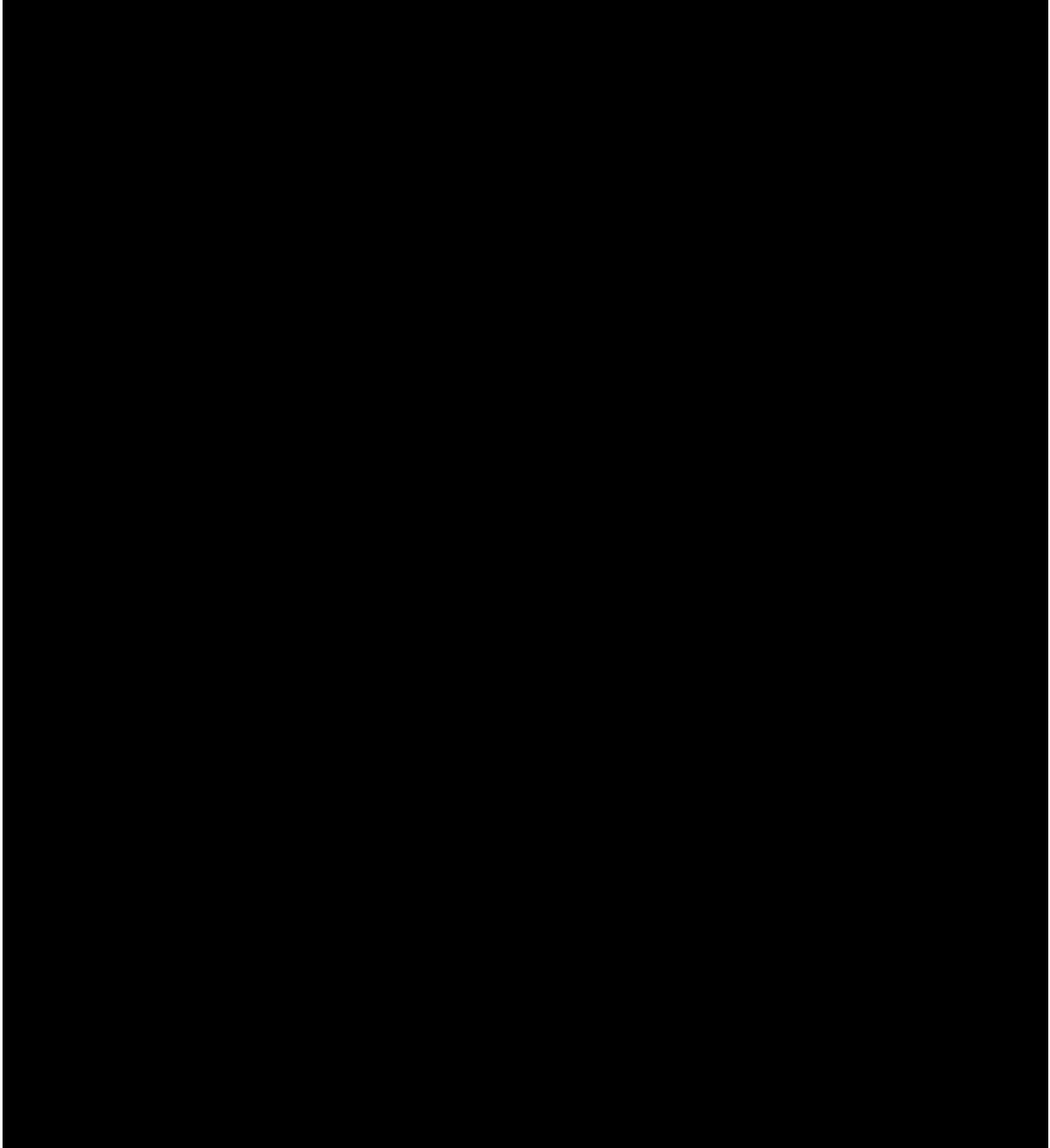
**G20 CLASS ACTION SETTLEMENT  
PROPOSAL FOR CLAIM ADMINISTRATION SERVICES**





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**G20 CLASS ACTION SETTLEMENT  
PROPOSAL FOR CLAIM ADMINISTRATION SERVICES**



## **SCHEDULE “C”**

### **Statement on 2010 G-20 Summit**

Since this statement by Toronto Police Services will become effective and public only once the Settlement Agreement is approved by the Court, the Parties have agreed that its wording remain confidential until approval of the Settlement Agreement.

## Exhibit 1

### Legal Notice of Upcoming Court Hearing Seeking Approval of: Toronto G20 Summit (June 26-27, 2010) Class Actions Settlement

A proposed settlement has been reached in two class actions relating to the G20 Summit held in Toronto over June 26-27, 2010.

### DETAINED OR ARRESTED DURING THE 2010 G20 SUMMIT IN TORONTO? This settlement may affect your legal rights.

#### IF YOU WERE:

- Arrested and imprisoned in the **Detention Centre** located on Eastern Avenue beginning on **June 26 or 27, 2010**

#### AND/OR:

- Arrested or subjected to mass detention in a police cordon in the vicinity of one or more of the following locations at the following times, and eventually released without charge: (a) the intersection of **Queen Street West and Spadina Avenue** on the afternoon of June 27, 2010; (b) the **Hotel Novotel Toronto Centre on the Esplanade** on the evening of June 26, 2010; (c) the **Eastern Avenue Detention Centre** on the morning of June 27, 2010; or (d) the intersection of **Queen Street West and Noble Street** on June 27, 2010;

#### AND/OR

- Arrested at the **University of Toronto Graduate Students' Union Gymnasium** on the morning of **June 27, 2010**.

### YOU ARE A MEMBER OF THE CLASS ACTION(S) AND IF YOU HAVE NOT OPTED OUT YOU MAY BE ENTITLED TO MONETARY COMPENSATION

The Settlement must be approved by the Court in Ontario to become effective. A hearing to consider whether to approve the Settlement will take place on and at:

- **[Insert Date]:** Ontario Superior Court of Justice, **[insert address]**

The Court will also consider approving amounts for legal fees and expenses to class counsel.

#### YOU HAVE OPTIONS:

- **Participate** in the Settlement, if approved by the Court, by making a claim for eligible benefits;
- **Object** to the Settlement before and when the Court considers whether to approve it and attend the approval hearing if you desire;
- **Exception:** If you have already opted out of the Class Actions, you cannot object to the proposed Settlement.

For greater details of the Proposed Settlement, go to: [www.G-20classactionsettlement.ca](http://www.G-20classactionsettlement.ca)

To object, submit a request so it is received by [date]. Go to [www.G-20classactionsettlement.ca](http://www.G-20classactionsettlement.ca) to obtain submission information.

For more information see: [www.G-20classactionsettlement.ca](http://www.G-20classactionsettlement.ca)

**THIS NOTICE IS ONLY A SUMMARY OF THE CLASS ACTIONS**

## **Exhibit 2**

### **ATTENTION TO ANYONE DETAINED OR ARRESTED DURING THE 2010 G20 SUMMIT IN TORONTO, JUNE 26-27, 2010**

### **NOTICE OF UPCOMING COURT HEARINGS SEEKING THE APPROVAL OF TORONTO G20 SUMMIT CLASS ACTIONS SETTLEMENT**

#### **THE CLASS ACTIONS**

On June 26 and 27, 2010, the G20 Summit ("the G20 Summit") was held in downtown Toronto, Ontario. Two class actions were commenced following the events that occurred during the G20 Summit. The action *Good v. Toronto Police Services Board* (court file number CV – 10 – 408131 00CP), relates to those people who were arrested or detained in one of the five locations listed below. The action *Taylor v. Toronto Police Services Board* (court file number CV – 15 – 524523 00CP), relates to those individuals who were arrested and then imprisoned in the temporary detention centre located on Eastern Avenue (the "Detention Centre") beginning on June 26 or 27, 2010.

These actions were certified as class proceedings by Order of the Divisional Court, dated August 6, 2014. Appeals to both the Ontario Court of Appeal and the Supreme Court of Canada have been denied and therefore these actions have proceeded as class actions.

A proposed settlement has been reached in these actions.

#### **THE CLASS MEMBERS: ARE YOU INCLUDED?**

The class members in *Taylor v. Toronto Police Services Board* are those individuals who were arrested and then imprisoned in the Detention Centre beginning on June 26 or 27, 2010.

The class members in *Good v. Toronto Police Services Board* are those individuals who were:

1. Arrested or subjected to mass detention in a police cordon in the vicinity of the intersection of Queen Street West and Spadina Avenue on the afternoon of June 27, 2010, and eventually released without charge;
2. Arrested or subjected to mass detention in a police cordon in the vicinity of the Hotel Novotel Toronto Centre on the Esplanade on the evening of June 26, 2010, and eventually released without charge;
3. Arrested or subjected to mass detention in a police cordon in the vicinity of the Eastern Avenue Detention Centre on the morning of June 27, 2010, and eventually released without charge;
4. Arrested or subjected to mass detention in a police cordon in the vicinity of the intersection of Queen Street West and Noble Street on June 27, 2010, and eventually released without charge; or

## Exhibit 2

5. Arrested at the University of Toronto Graduate Students' Union Gymnasium on the morning of June 27, 2010.

It is possible to be a class member in both class actions. Class members do not need to choose one class action over another.

### PROPOSED RELIEF / REMEDIES

#### 1. Financial Compensation:

Class members may be eligible to receive the amounts of financial compensation described below, minus a 22.5% percent reduction which is made up of a 10% deduction which will be remitted to the Class Proceedings Fund, as required by legislation, and a 12.5% deduction which will be directed to Class Counsel as a payment of legal costs:

##### *Compensation by Subclass:*

1. Class Members of the Queen and Spadina Subclass approved by the Claims Administrator will be compensated \$12,000.00, subject to the reductions detailed above.
2. Class Members of the Esplanade Subclass approved by the Claims Administrator will be compensated \$11,000.00, subject to the reductions detailed above.
3. Class Members of the Eastern Avenue Subclass approved by the Claims Administrator will be compensated \$5,000.00, subject to the reductions detailed above.
4. Class Members of the Parkdale Subclass approved by the Claims Administrator will be compensated \$5,000.00, subject to the reductions detailed above.
5. Class Members of the U of T Gymnasium Subclass approved by the Claims Administrator will be compensated \$16,000.00, subject to the reductions detailed above.
6. Class Members of the Detention Centre Subclass approved by the Claims Administrator will be compensated \$8,700.00 **in addition to amounts awarded in another Sub-Class, if any**, subject to the reductions detailed above.

#### 2. Non-Monetary Relief / Remedies

##### *a) Expungement of police records:*

In addition to the monetary relief detailed above, eligible class members may be able to have any records in the possession of the TPS relating to their arrest or detention permanently deleted or made inaccessible to the extent reasonably possible, except for the class members who were charged with an offence.

## **Exhibit 2**

Further, the TPS will write to applicable third parties (e.g. the RCMP) and request that they permanently delete or make inaccessible to the extent reasonably possible any records they may have in their possession, except for the class members who were charged with an offence relating to said arrest/detention.

*b) Public statement by Toronto Police Services (to be issued upon settlement being approved)*

*c) Toronto Police Services' principles for policing of future public protests (see website)*

### **REPRESENTATIVE PLAINTIFFS**

The lawsuits have been started by Sherry Good and Thomas Taylor (the "Representative Plaintiffs") represented by the law firms of Klippensteins, Barristers & Solicitors and Eric K. Gillespie Professional Corporation ("Class Counsel").

### **SETTLEMENT APPROVAL HEARING DATE**

The Settlement must be approved by the Ontario Superior Court of Justice to become effective. A hearing to consider whether to approve the Settlement will take place on and at:

☐ [Insert Date]: Ontario Superior Court of Justice, [insert address]

The Court will also review and consider for approval the amounts for legal fees and expenses to class counsel.

### **RIGHT TO PARTICIPATE IN THE SETTLEMENT**

Class members who wish to participate in the Settlement, if the Settlement is approved by the Court, do not need to do anything at this time. Should the Court approve the Settlement at the Settlement Hearing, a Notice of Settlement will be released which will detail the steps class members need to undertake in order to be eligible for Settlement compensation and remedies.

### **RIGHT TO OBJECT TO THE SETTLEMENT HEARING**

Class members who have not previously opted out of the Class Actions may object to the Settlement before and when the Court considers whether to approve it, and may attend the approval hearing if they desire.

If you wish to object to the Settlement you must write to the Objection Administrator by mail, courier or e-mail on or before [insert date], as applicable:

By mail or courier to: Epiq Class Action Services Canada Inc.  
c/o G-20 Class Action Claims Administrator  
P.O. Box 507 STN B  
Ottawa ON K1P 5P6

By e-mail to: [info@G-20classactionsettlement.ca](mailto:info@G-20classactionsettlement.ca)



All written objections to the Settlement Agreement shall be personally signed by the potential Settlement Class Member and shall include the following:

- The Settlement Class Member's name, mailing address, telephone number and email address (if applicable);
- Identification of which of the two Actions the Settlement Class Member is a part of (that is, the Good action regarding arrest, or the Taylor action regarding the Detention Centre, or both), including the Subclass Location, if any;
- A brief statement of the nature of and reason for the objection to the Settlement Agreement; and,
- Whether the Settlement Class Member intends to appear in person or by counsel at the Settlement Approval Hearing in Toronto, Ontario, and if appearing by counsel, the name, address, telephone number and e-mail address of counsel.

**ADDITIONAL INFORMATION:**

If you want to find out more about these class actions, please contact:

**Murray Klippenstein**

Klippensteins Barristers & Solicitors

160 John Street, Suite 300

Toronto, Ontario M5V 2E5

Telephone: 416 598-0288 ext. 101

Facsimile: 416 598-9520

Email: [murray.klippenstein@klippensteins.ca](mailto:murray.klippenstein@klippensteins.ca)

Or:

**Eric Gillespie**

Eric K. Gillespie Professional Corporation

160 John St., Suite 300

Toronto, Ontario, M5V 2E5

Telephone: 416 703-4047

Fax: 416 903-9147

Or visit:

<http://www.g20classaction.ca>

Court File No. CV -10-408131 00CP  
CV-15-524523-00 CP

**SHERRY GOOD/THOMAS HOWARD TAYLOR** - and -  
Plaintiff/Respondent

**TORONTO POLICE SERVICES BOARD**  
Defendant/Applicant

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**PROCEEDINGS COMMENCED AT**  
**TORONTO**

**SETTLEMENT AGREEMENT**

**BORDEN LADNER GERVAIS LLP**  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, Ontario M5H 4E3

**Kevin McGivney/**  
**Glenn Zakaib/Jonathan Thoburn**  
LSO No. 32370R/23320F/65738A  
Tel: (416) 367-6118/(416) 367-6664/(416)  
367-6435  
Fax: (416) 367-6749

Lawyers for the Defendant