

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

TERRY EMMS

Plaintiff

and

CHRISTIAN ECONOMIC ASSISTANCE FOUNDATION and  
ONTARIO ALLIANCE OF CHRISTIAN SCHOOL SOCIETIES

Defendants

Proceeding under the *Class Proceedings Act*, 1992, S.O. 1992, c.6

**SETTLEMENT AGREEMENT  
December 3, 2015**

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**SETTLEMENT AGREEMENT**  
**December 3, 2015**

**RECITALS**

A. WHEREAS, this Action commenced by the Plaintiff under the *CPA* alleges that CEAF designed, developed and promoted the SSP which was endorsed by OACS. The SSP operated to increase tax credits available to families paying tuition at Ontario Christian Schools. CRA disallowed the tax credits;

B. WHEREAS, the Defendants deny the allegations raised in the Action, deny any damages were suffered or are payable, have not conceded or admitted any civil liability and expressly continue to deny any such liability, and have defences to all of the claims in the Action;

C. WHEREAS, the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and the Class;

D. WHEREAS, despite their belief that they are not liable in respect of any allegations made in the Action and have good defences available to them, the Defendants are entering into this Settlement Agreement in order to achieve a final resolution of all claims asserted against them by the Plaintiff on behalf of himself and the Class, and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and it is acknowledged that the Defendants would not have entered into this Settlement Agreement were it not for the foregoing;

E. WHEREAS, the Parties therefore wish to, and hereby do, fully and finally resolve, without admission of liability, the Action;

NOW THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action be settled and that the Parties shall consent to the court's final order dismissing the Action with prejudice and without costs as to the

Plaintiff, the Class, or the Defendants, subject to the approval of the court, on the following terms and conditions:

## **SECTION 1 - DEFINITIONS**

**1.1** In this Settlement Agreement, the defined terms shall have the meanings as set out in the List of Defined Terms attached as Appendix "A".

## **SECTION 2 - CERTIFICATION AND SETTLEMENT APPROVAL**

### **2.1 Best Efforts**

(a) The Parties shall use their best efforts to effectuate this Settlement.

### **2.2 Consent Certification and Settlement**

(a) The Defendants will consent to certification of this Action as a class proceeding and an order will be sought approving this Settlement;

(b) the consent to certification of this Action as a class proceeding will be conditional upon approval of this Settlement by the court; and,

(c) this Settlement will be achieved and implemented in the most efficient and cost-effective manner possible.

### **2.3 Notice of Certification and Settlement Approval Hearing**

(a) The Notice of Certification and Settlement Approval Hearing will be in the form attached as Appendix "B";

(b) within 10 days following the court's approval of the Notice of Certification and Settlement Approval Hearing, Class Counsel shall arrange for a single publication of the Notice of Certification and Settlement Approval Hearing in the Toronto Star; and,

(c) Class Counsel shall publish a copy of the Notice of Certification and Settlement Approval Hearing on its website [www.classactionlaw.ca](http://www.classactionlaw.ca) at the same time of publication,

and shall provide a copy of the Notice of Certification and Settlement Approval Hearing to any Class Member for whom it has contact information, on a best-efforts basis.

## **2.4 Notice of Certification and Settlement Approval**

(a) Notice of Certification and Settlement Approval will be in form attached as Appendix "C";

(b) within 60 days following the Court Approval Date, there shall be a direct distribution of the Notice of Certification and Settlement Approval to all Class Members at their last known addresses/last known email addresses, as identified from the records of the Defendants and provided to Class Counsel. The Notice of Certification and Settlement Approval will be sent by ordinary mail/e-mail. The date of mailing of the Notice of Certification and Settlement Approval shall be deemed to be three days after the last date on which the Notice of Certification and Settlement Approval was sent. In the event any Notices of Certification and Settlement Approval are returned as undeliverable, reasonable attempts shall be made by Class Counsel to determine new addresses/e-mail addresses for such Class Members. To the extent that new addresses/e-mail addresses are located, the Notice of Certification and Settlement Approval shall be sent by ordinary mail/e-mail to those new addresses/e-mail addresses. Delivery of the Notice of Certification and Settlement Approval to Class Members by Class Counsel shall be on a best efforts basis;

(c) there will be a single publication of the Notice of Certification and Settlement Approval in the Toronto Star as a "catch-all" notice supplementary to the direct distribution. The publication shall occur at about the same time that the Notice of Certification and Settlement Approval is mailed/e-mailed. The size of the publication shall be one-eighth of a page;

(d) Class Counsel will publish a copy of the Notice of Certification and Settlement Approval on its website [www.classactionlaw.ca](http://www.classactionlaw.ca) at about the same time that the Notice of Certification and Settlement Approval is mailed/e-mailed and published;

(e) the mailing/e-mailing and publication of the Notice of Certification and Settlement Approval will be carried-out by Class Counsel; and,

(f) the Defendants will co-operate, including providing to Class Counsel a list of all Class Members and their last known address/e-mail address information and copies of donation receipts issued to the extent such information is contained within the Defendants' business records.

## **2.5 Opt-Out of Class Action**

(a) Class Counsel will serve as opt-out administrator. Class Counsel shall maintain a record of all Opt-Out Forms received and provide copies of all Opt-Out Forms to the Defendants within 7 days of the Opt-Out Period Deadline;

(b) Class Members who do not opt-out of the Action will be entitled to receive Settlement Benefits, and will be subject to all terms of Settlement and the Final Order; and,

(c) Class Members who opt-out shall not be subject to terms of Settlement or the Final Order.

## **2.6 Defendants' Option to Terminate the Settlement**

(a) The Defendants shall have the option to terminate the Settlement if more than 449 Class Members opt-out of the Action; and,

(b) To exercise their option to terminate the Settlement, the Defendants must notify Class Counsel of the intent to do so within 14 days of receiving the record of opt outs from Class Counsel under Section 2.5(a).

## **SECTION 3 - EFFECT OF NON-APPROVAL OR TERMINATION**

**3.1** If the court does not approve Settlement or this Settlement is terminated for whatever reason, including pursuant to Section 2.6:

(a) this Settlement Agreement shall be null and void and have no force and effect, and no party to this Settlement Agreement shall be bound by any of its terms, except for the terms of this section;

(b) this Settlement Agreement, all of its provisions and all negotiations, statements and proceedings relating to it shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement; and,

(c) this Settlement Agreement, the fact of its negotiation and execution, and any approval of this Settlement Agreement by any court shall not constitute any admission by the Defendants or be used as evidence against the Defendants for any other purpose or in any other proceeding or matter.

## **SECTION 4 - SETTLEMENT BENEFITS**

### **4.1 Payment of Settlement Fund**

(a) The Defendants agree to pay the Settlement Fund on or before the Effective Date, by certified cheque, bank draft or wire transfer, in full satisfaction of all of the Released Claims against the Defendants;

(b) the Administrator shall maintain the Settlement Fund and shall not pay out the Settlement Fund, except in accordance with the provisions of this Settlement Agreement and order(s) of the court; and,

(c) The Settlement Fund held by the Administrator shall be deemed and considered to be in *custodia legis* of the court, and shall remain subject to the jurisdiction of the court until such time as the Settlement Fund is distributed pursuant to the Settlement Agreement and order(s) of the court.

## **SECTION 5 - ADMINISTRATION AND DISTRIBUTION OF THE SETTLEMENT FUND**

### **5.1 Distribution of Settlement Benefit**

(a) each Class Member who has not opted-out of the Action will be entitled to receive a Settlement Benefit in accordance with the terms set-out in this Settlement Agreement;



- (b) no Class Member shall receive a Settlement Benefit that is greater than 46.41% of the Class Member's total donation(s) to the SSP;
- (c) a notice shall be sent to Class Members advising them of their right to receive a Settlement Benefit. The Settlement Benefit Notice and Claim Form is as attached at Appendix "E";
- (d) Class Members may elect to receive payment of the Settlement Benefit or direct that it be paid to a Christian school of their choice as a charitable donation. No charitable donation tax receipt will be issued;
- (e) Class Members who wish to receive payment or direct payment of the Settlement Benefit must complete and submit a Settlement Benefit Notice and Claim Form, together with copies of their Notices of Reassessment from CRA pertaining to the SSP for taxation years 2009 through 2012;
- (f) a direct distribution of the Settlement Benefit Notice and Claim Form will be sent to Class Members within 30 days of the Opt-Out Period Deadline. The Settlement Benefit Notice and Claim Form will be sent by ordinary mail/e-mail. The date of mailing shall be three days after the last date of mailing. In the event any Settlement Benefit Notice and Claim Forms are returned as undeliverable, reasonable attempts shall be made by Class Counsel to determine new addresses/e-mail addresses for such Class Members. To the extent that new addresses/e-mail addresses are located, the Settlement Benefit Notice and Claim Forms shall be sent by ordinary mail to those new addresses/e-mail addresses;
- (g) Class Members shall have 60 days to return a completed Settlement Benefit Notice and Claim Form with proof of reassessment in the event they elect to receive or direct payment of a Settlement Benefit;
- (h) Class Members who do not return a completed Settlement Benefit Notice and Claim Form and provide proof of CRA reassessment by the Settlement Benefit Claims Deadline shall be deemed to have elected to not claim a Settlement Benefit;

- (i) delivery of the Settlement Benefit Notice and Claim Forms to Class Members shall be by Class Counsel and shall be on a best efforts basis;
- (j) a Settlement Benefit shall be paid or donated as directed by Class Members who return a completed Settlement Benefit Notice and Claim Form indicating an election to receive payment or donation of a Settlement Benefit along with proof of CRA reassessment by the Settlement Benefit Claims Deadline;
- (k) Class Counsel will serve as Administrator in order to minimize costs. Class Counsel shall maintain a record of all Settlement Benefit Notice and Claim Forms received from Class Members;
- (l) Class Counsel shall provide the Defendants with a list of Class Members who have properly completed and delivered a Settlement Benefit Notice and Claim Form, together with copies of the completed Settlement Benefit Notice and Claim Forms and proofs of CRA reassessments, within 14 days of the Settlement Benefit Claims Deadline;
- (m) payment of Settlement Benefits shall be made by the Administrator to Class Members who satisfy the requirements to be paid Settlement Benefits under the Settlement Agreement, not earlier than 45 days after, but within 90 days of the Settlement Benefit Claims Deadline; provided that the Defendants have not already terminated the Settlement pursuant to Section 2.6 or brought an application for directions pursuant to Section 9.1 disputing distribution of Settlement Benefits;
- (n) any portion of the Net Settlement Fund that remains undistributed shall be paid back to the Defendants; and,
- (o) Class Counsel shall provide a final report in writing to the court and the Defendants following completion of payment of all Settlement Benefits to Class Members.

## **SECTION 6 - RELEASES AND DISMISSALS**

### **6.1 Release of Releasees**

(a) Upon the Effective Date, the Releasors forever and absolutely release, acquit, and discharge the Releasees from the Released Claims. The Releasors agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims against any other person, corporation or entity, including the Crown (save and except any *Income Tax Act* appeals), which might claim contribution and indemnity, including under the provisions of the *Negligence Act*, R.S.O. 1990, c. N.1 and any amendments thereto, or any such legislation in other Canadian provinces as applicable, or any other relief of a monetary, declaratory or injunctive nature from one or more of the Releasees; and,

(b) the Final Order shall contain the full and final release described in Section 6.1(a).

### **6.2 Dismissal of Action**

(a) The Final Order shall dismiss the Action with prejudice as against the Defendants, without costs.

## **SECTION 7 - COSTS, CLASS COUNSEL FEES, CLAIMS ADMINISTRATION FEES AND REPRESENTATIVE PLAINTIFF COMPENSATION**

**7.1** Legal costs of the Action are included in payment of the all-inclusive Settlement Fund of \$1.5 million;

**7.2** Class Counsel shall be entitled to make application to the court for approval of Class Counsel Fees payable from the Settlement Fund;

**7.3** In addition, Class Counsel, being also the Administrator, shall be entitled to make application to the court for approval of Administration Fees payable from the Settlement Fund for the purposes of Administration of the Settlement;

**7.4** The maximum amount of Class Counsel Fees shall be 30% of the Settlement Fund, being \$450,000.00, plus disbursements, costs of notice, Representative Plaintiff Compensation and applicable taxes, totalling \$526,544.27, and the maximum for Class Counsel's Administration Fees shall be \$113,000.00, inclusive of disbursements and applicable taxes; and,

**7.5** Class Counsel will be entitled to make application to the Court for approval of Representative Plaintiff Compensation payable to the Plaintiff from the Class Counsel Fees, in an amount not exceeding \$5,000.00.

## **SECTION 8 - NO ADMISSION OF LIABILITY**

**8.1** The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, 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 of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations made in the Action or in any other pleading filed by the Plaintiff.

## **SECTION 9 - MISCELLANEOUS**

### **9.1 Motions for Directions**

- (a) Any of the Parties may apply to the court for directions in respect of the implementation and administration of this Settlement Agreement;
- (b) All motions contemplated by this Settlement Agreement, including applications to the court for directions, shall be on notice to the Parties; and,
- (c) Any Party who brings an application for directions shall be subject to the Court's discretion to order costs of the application in favour of or against any Party.

## **9.2 The Releasees Have No Liability for Administration**

(a) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement.

## **9.3 Headings, etc.**

(a) In this Settlement Agreement:

- (i) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and,
- (ii) the terms "this Settlement Agreement", "the Settlement Agreement", "hereof", "hereunder", "herein", "hereto", and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.

## **9.4 Ongoing Jurisdiction**

(a) The court shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of this Settlement Agreement as it relates to the Action.

## **9.5 Governing Law**

(a) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

## **9.6 Entire Agreement**

(a) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. This Settlement

Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the court.

**9.7 Binding Effect**

(a) This Settlement Agreement shall be binding upon, and enure to the benefit of the Plaintiff, the Defendants, Class Members, the Releasers, the Releasees, and its/their partners, employees, officers, directors, agents, attorneys, servants, representatives, insurers, and their successors, heirs, executors, administrators, trustees, and assigns, as the case may be, and shall be binding upon Class Counsel.

**9.8 Survival**

(a) The representations and warranties contained in this Settlement Agreement shall survive its execution and implementation.

**9.9 Counterparts**

(a) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

**9.10 Negotiated Agreement**

(a) This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

### **9.11 Language**

(a) 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.

### **9.12 Recitals**

(a) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

### **9.13 Appendices**

(a) The Appendices annexed hereto form part of this Settlement Agreement.

### **9.14 Acknowledgements**

(a) Each of the Parties hereby affirms and acknowledges that:

- (i) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (ii) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her, or its counsel;
- (iii) he, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (iv) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

**9.15 Authorized Signatures**

(a) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

**9.16 Notice**

(a) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email, facsimile, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

**For the Plaintiff and for the Class:**

**SCARFONE HAWKINS LLP**  
Barristers & Solicitors  
One James Street South, 14th Floor  
Hamilton, Ontario  
L8P 4R5

DAVID THOMPSON (LSUC # 28271N)  
[thompson@shlaw.ca](mailto:thompson@shlaw.ca)  
MATTHEW G. MOLOCI (LSUC # 40579P)  
[moloci@shlaw.ca](mailto:moloci@shlaw.ca)

Tel: 905-523-1333  
Fax: 905-523-5878

**For Christian Economic Assistance Foundation:**

**BRANCH MACMASTER LLP**  
1410 - 777 Hornby Street  
Vancouver, British Columbia  
V6Z 1S4

WARD BRANCH  
[wbranch@branmac.com](mailto:wbranch@branmac.com)  
PAUL MILLER  
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Tel: 604-654-2965  
Fax: 604-684-3429



**For Ontario Alliance of Christian School Societies:**

**HUGHES AMYS LLP**  
Barristers & Solicitors  
48 Yonge Street, Suite 200  
Toronto, Ontario  
M5E 1G6

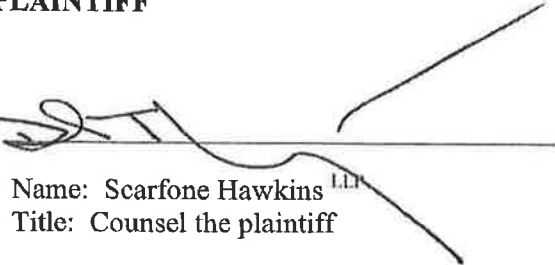
**WILLIAM S. CHALMERS**  
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[gwilloughby@hughesamys.com](mailto:gwilloughby@hughesamys.com)

Tel: 416-367-1608  
Fax: 416-367-8821

The Parties have executed this Settlement Agreement effective as of the date on the cover page.

**THE PLAINTIFF**

By:



Name: Scarfone Hawkins <sup>LLP</sup>  
Title: Counsel the plaintiff

**CHRISTIAN ECONOMIC ASSISTANCE  
FOUNDATION**

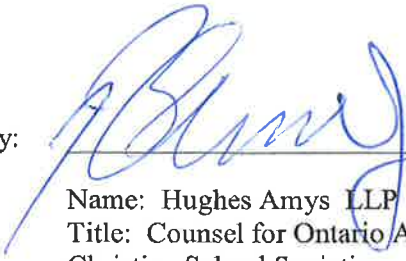
By:



Name: Branch MacMaster LLP  
Title: Counsel for Christian Economic  
Assistance Foundation

**ONTARIO ALLIANCE OF CHRISTIAN SCHOOL  
SOCIETIES**

By:



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Name: Hughes Amys LLP  
Title: Counsel for Ontario Alliance of  
Christian School Societies

## APPENDIX “A”

### LIST OF DEFINED TERMS

1. “**Action**” means this action, being Terry Emms v. Christian Economic Assistance Foundation and Ontario Alliance of Christian School Societies, Court File No. CV-13-487917 00CP;
2. “**Administrator**” means Scarfone Hawkins LLP;
3. “**Administration Fees**” means those fees, disbursements and applicable taxes that the Court approves and orders to be paid from the Settlement Fund to the Administrator;
4. “**CEAF**” means the Christian Economic Assistance Foundation, a non-share capital corporation incorporated in Ontario in 1972, operating as a not-for-profit organization which is a registered charity for income tax purposes;
5. “**Class**” or “**Class Members**” means all individuals who participated in the SSP for the taxation years 2009, 2010, 2011 and 2012, and who were reassessed by CRA, which reassessments resulted in the disallowance of the charitable donation tax credits related to participation in the SSP;
6. “**Class Counsel**” means Scarfone Hawkins LLP;
7. “**Class Counsel Fees**” means those fees, disbursements and applicable taxes that the Court approves and orders be paid from the Settlement Fund to Class Counsel;
8. “**Court Approval Date**” means the date on which the Final Order is issued;
9. “**CPA**” means *Class Proceedings Act*, 1992, S.O. 1992, c.6;
10. “**CRA**” means Canada Revenue Agency;
11. “**Defendants**” means Christian Economic Assistance Foundation and Ontario Alliance of Christian School Societies;

12. **“Effective Date”** means 30 days following the Court Approval Date or the final disposition of any appeal arising from the Final Order, whichever is later, and where such date falls on a weekend or bank holiday, shall mean the next business day;
13. **“Final Order”** means the order certifying the Action as a class proceeding, approving Settlement and dismissing the Action attached as Appendix “F” to the Settlement Agreement;
14. **“Net Settlement Fund”** means the Settlement Fund, less amounts paid to Class Counsel for Class Counsel Fees and to the Administrator for Administration Fees which, shall comprise the “Net Settlement Fund”;
15. **“Notice of Certification and Settlement Approval”** shall be Notice of Certification and Settlement Approval attached as Appendix “C” to the Settlement Agreement;
16. **“Notice of Certification and Settlement Approval Hearing”** shall be the Notice of Settlement and Court-Approval Hearing attached at Appendix “B” to the Settlement Agreement;
17. **“OACS”** means the Ontario Alliance of Christian School Societies, a non-share capital corporation incorporated in Ontario in 1981;
18. **“Opt-Out Form”** means the form used by a Class Member and provided to Class Counsel advising of their choice to opt-out of the Action, substantially in the form and content attached as Appendix “D” to the Settlement Agreement;
19. **“Opt-Out Period Deadline”** means 30 days after the Notice of Certification and Settlement Approval mailing deadline as set forth in Section 2.4(b) of the Settlement Agreement;
20. **“Party”** or **“Parties”** means the Plaintiff or the Defendants or all of them;
21. **“Plaintiff”** means Terry Emms;

22. **“Released Claims”** means any and all claims made in the Action or that could have been made in the Action by the Plaintiff against the Defendants, and losses, liability, or damages in connection with the claims and matters raised in the Action;
23. **“Releasees”** means, jointly and severally, the Defendants and the individual schools that participated in the SSP, including without limitation those schools listed on Appendix “G” to the Settlement Agreement, and their parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives, insurers, independent contractors, and the successors, heirs, executors, administrators, trustees, and assigns;
24. **“Releasors”** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members, who have not opted-out of the Action, and their respective successors, heirs, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor and related companies;
25. **“Representative Plaintiff Compensation”** means an amount approved by the Court to be paid from the Class Counsel Fees to the Plaintiff as an honourarium;
26. **“SSP”** means the CEAF School Support Program;
27. **“Settlement Agreement”** or **“Settlement”** mean this agreement and its terms;
28. **“Settlement Benefit”** means the *pro-rata* share of the Net Settlement Fund based upon the total amount the Class Member donated to the SSP in 2009, 2010, 2011 and 2012, and which was actually reassessed and disallowed by CRA, to a maximum of 46.41% of the Class Member’s donations, as calculated with all Class Members;
29. **“Settlement Benefit Claims Deadline”** means the day that is 65 days after the last date of mailing of the Settlement Benefit Notice and Claim Form to Class Members as set forth in Section 5.1(f) of the Settlement Agreement;
30. **“Settlement Benefit Notice and Claim Form”** shall be substantially as attached as Appendix “E” to the Settlement Agreement;

31. **“Settlement Fund”** means the aggregate, all-inclusive sum of \$1.5 million paid by or on behalf of CEAF and OACS for the benefit of Class Members;
32. **“Terry”** means the Plaintiff, Terry Emms.

## NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING CHRISTIAN ECONOMIC ASSISTANCE FOUNDATION SCHOOL SUPPORT PROGRAM

**Read this notice carefully as it may affect your legal rights.**

### PURPOSE OF THIS NOTICE

A Court proceeding was commenced and has been settled with the defendants, subject to Court approval. A hearing to certify the action as a class proceeding for purposes of settlement and to approve the settlement will take place on **DECEMBER 8, 2015** at 10:00 a.m. at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

A proposed class action was commenced against Christian Economic Assistance Foundation ("CEAF") and Ontario Alliance of Christian Schools Societies ("OACS") in which it is alleged that CEAF designed, developed and promoted a School Support Program ("SSP") which was endorsed by OACS. The SSP operated to increase tax credits available to families paying tuition at Ontario Christian Schools. Canada Revenue Agency disallowed the tax credits.

### THE SETTLEMENT

The defendants have agreed, in exchange for a full release of all claims made against them in the action, to collectively pay \$1.5 million into a settlement fund. The defendants do not admit liability. The settlement reflects a compromise of disputed claims.

The settlement fund of \$1.5 million will be distributed to Class Members *pro rata* subject to a cap, after deduction of costs of settlement administration, Class Counsel fees, taxes and disbursements and costs of notice.

Class Members will be entitled to receive payment of a *pro-rata* distribution of settlement funds to a maximum of 46.41% of their total donation (46.41% is the maximum combined federal and Ontario tax bracket). The amount available per Class Member will be dependent upon the number of Class Members who submit a claim form.

A request will be made for approval of Class Counsel's fees at 30% of the settlement fund, in the amount of \$508,500.00, disbursements of \$12,944.27, and costs of Notice of \$5,100.00, each inclusive of taxes.

Class Counsel will be responsible for administering the settlement as efficiently as possible. Administration costs are capped at \$113,000.00 inclusive of taxes.

The proposed definition for the settlement class is as follows:

*"all individuals who participated in the SSP for the taxation years 2009, 2010, 2011 and 2012, and who were reassessed by Canada Revenue Agency, which reassessments resulted in the disallowance of the charitable donation tax credits related to participation in the SSP."*

### THE CERTIFICATION AND SETTLEMENT APPROVAL HEARING

A hearing to approve the settlement will be held by the Ontario Superior Court of Justice in Toronto on **DECEMBER 8, 2015** at 10:00 a.m.

Class Members are permitted to appear and make submissions at the hearing with respect to the settlement or to make submissions in writing. If you wish to comment on the settlement, a written submission must be delivered to Class Counsel by email, fax, or regular mail as listed below, by November 30, 2015. Class Counsel will put all such submissions before the Court. If the settlement is approved, a further notice will be published to advise of the Court approval.

Class Members who do not oppose the proposed settlement need not appear at the hearing or take any other action to indicate desire to participate in the settlement. The process for Class Members to make a claim for settlement benefits will be explained in a future notice.

At the settlement approval hearing, the plaintiff will ask the Court to approve terms whereby Class Members will be bound by the terms of the settlement, if approved, unless they "opt-out". The deadline and procedure for opting-out and the effect of doing so will be reviewed at the hearing and those details will be available in a further notice to be published in the event that the settlement agreement is approved by the Court.

The settlement agreement will not become effective unless approved by the Ontario Superior Court of Justice.

### CLASS COUNSEL

Scarfone Hawkins <sup>LLP</sup> represents the Class Members. Class Counsel can be reached at:

By Email: [CEAF@shlaw.ca](mailto:CEAF@shlaw.ca)

By Fax: 905-523-5878

By Telephone: 905-526-4395

By Mail: Scarfone Hawkins <sup>LLP</sup>

Lawyers and Trade-mark Agents

One James Street South, 14<sup>th</sup> Floor

Hamilton, Ontario L8N 3P9

[www.classactionlaw.ca](http://www.classactionlaw.ca)

If you would like a copy of the settlement agreement or have questions, please visit Class Counsel's website at [www.classactionlaw.ca](http://www.classactionlaw.ca). This Notice contains only a summary of the settlement and Class Members are entitled to review the full settlement agreement.

Questions about this action or this Notice should be directed to Class Counsel and not to the Court.

**THIS NOTICE HAS BEEN APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.  
QUESTIONS ABOUT THIS NOTICE SHOULD NOT BE DIRECTED TO THE COURT.**

## NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL CHRISTIAN ECONOMIC ASSISTANCE FOUNDATION SCHOOL SUPPORT PROGRAM

**Read this notice carefully as it may affect your legal rights.**

### PURPOSE OF THIS NOTICE

A Court proceeding was commenced as a proposed class proceeding (the "Action") and has been settled with the Defendants and approved by the Court (the "Settlement"). The hearing to certify the Action as a class proceeding for purposes of settlement and to approve the Settlement took place on **DECEMBER 8, 2015** at the Ontario Superior Court of Justice in Toronto.

The Action was commenced against Christian Economic Assistance Foundation ("CEAF") and Ontario Alliance of Christian Schools Societies ("OACS") and alleged that CEAF designed, developed and promoted a School Support Program ("SSP") which was endorsed by OACS. The SSP operated to increase tax credits available to families paying tuition at Ontario Christian Schools. Canada Revenue Agency ("CRA") disallowed the tax credits.

### THE SETTLEMENT

CEAF and OACS have agreed, in exchange for a full release of all claims made against them in the Action, to collectively pay \$1.5 million into a Settlement Fund. CEAF and OAS do not admit liability. The Settlement reflects a compromise of disputed claims.

The Settlement Fund of \$1.5 million will be distributed to Class Members *pro rata* subject to a cap, after deduction of Class Counsel Fees, disbursements, costs of notice and taxes, Administration Fees, disbursements and taxes, and Representative Plaintiff Compensation.

Class Members will be entitled to receive payment of a *pro rata* distribution of settlement funds to a maximum of 46.41% of their total donation (46.41% is the maximum combined federal and Ontario tax bracket). The amount available per Class Member will be dependent upon the number of Class Members who prove their claim.

The Court has approved Class Counsel's fees at 30% of the Settlement Fund, together with disbursements, Representative Plaintiff Compensation, costs of notice and applicable taxes, totaling \$526,544.27, to be paid from the Settlement Fund.

The Court has approved that Class Counsel administer the settlement as efficiently as possible and fixed Administration Fees, disbursements and applicable taxes at \$113,000.00.

Accordingly, Class Members will share in a *pro rata* distribution of the Net Settlement Fund in the amount of \$860,455.73.

The Class definition as certified is as follows:

*"all individuals who participated in the SSP for the taxation years 2009, 2010, 2011 and 2012, and who were reassessed by Canada Revenue Agency, which reassessments resulted in the disallowance of the charitable donation tax credits related to participation in the SSP."*

### OPT-OUT OF CLASS ACTION

Class Members who do not wish to participate in the Action, or to receive a Settlement Benefit under the Settlement Agreement, or to be subject to the terms of Settlement and Final Order, may choose to opt-out of the Action, by completing and submitting an Opt-Out Form before the Opt-Out Period Deadline on Friday, March 26, 2016.

Class Members who do not opt-out of the Action shall be entitled to receive a Settlement Benefit and will be subject to all terms of Settlement and the Final Order.

### DISTRIBUTION OF SETTLEMENT BENEFITS

Class Members who wish to receive or direct payment of a Settlement Benefit must complete and submit a Settlement Benefit Notice and Claim Form together with proofs of CRA reassessments pertaining to their participation in the SSP before the Settlement Benefit Claims Deadline on Friday, June 17, 2016. Settlement Benefit Notice and Claim Forms will be sent to Class Members within 30 days of expiry of the Opt-Out Period Deadline.

### CLASS COUNSEL

Scarfone Hawkins <sup>LLP</sup> represents the Class Members. Class Counsel can be reached at:

By Email: [CEAF@shlaw.ca](mailto:CEAF@shlaw.ca)

By Fax: 905-523-5878

By Telephone: 905-526-4395

By Mail: Scarfone Hawkins <sup>LLP</sup>

Lawyers and Trade-mark Agents

One James Street South, 14<sup>th</sup> Floor

Hamilton, Ontario L8N 3P9

[www.classactionlaw.ca](http://www.classactionlaw.ca)

If you would like a copy of the Settlement Agreement, Opt-Out Form or Settlement Benefit Notice and Claim Form or have questions, please visit Class Counsel's website at [www.classactionlaw.ca](http://www.classactionlaw.ca). This Notice contains only a summary of the Settlement and Class Members are entitled to review the full Settlement Agreement.

Questions about this action or this Notice should be directed to Class Counsel and not to the Court.

**THIS NOTICE HAS BEEN APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.  
QUESTIONS ABOUT THIS NOTICE SHOULD NOT BE DIRECTED TO THE COURT.**



APPENDIX "D"

**CLASS ACTION REGARDING  
CHRISTIAN ECONOMIC ASSISTANCE FOUNDATION  
SCHOOL SUPPORT PROGRAM**

**OPT-OUT FORM**

**NOTICE: YOU MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT BENEFIT IN THE ABOVE-NOTED CLASS ACTION. IF YOU CHOOSE TO OPT-OUT OF THE CLASS ACTION AND SETTLEMENT AND NOT RECEIVE A SETTLEMENT BENEFIT, YOU MUST COMPLETE THIS FORM AND SEND IT BY MAIL TO SCARFONE HAWKINS LLP, LAWYERS AND TRADE-MARK AGENTS, 1 JAMES STREET SOUTH, 14<sup>TH</sup> FLOOR, HAMILTON, ONTARIO, L8P 4R5, OR BY FAX TO 905-523-5878, OR BY EMAIL TO [CEAF@SHLAW.CA](mailto:CEAF@SHLAW.CA) ON OR BEFORE FRIDAY, MARCH 18, 2016.**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

TELEPHONE \_\_\_\_\_

Area code / Phone No. (Ext. if applicable)

I understand that if I opt-out through completion and submission of this form, I will not participate in this Class Action and agree to be excluded from it, not being bound by the result.

I understand that I will not be entitled to any benefits under Settlement of the Class Action.

I understand that if I intend to proceed with my own legal action, I must commence my lawsuit within a specified limitation period or my claim will be legally barred. I take full responsibility for obtaining legal advice about the limitation period applicable and for taking all necessary steps to protect my individual claim.

DATE: \_\_\_\_\_

\_\_\_\_\_  
**WITNESS SIGNATURE**

\_\_\_\_\_  
**CLASS MEMBER SIGNATURE OR THEIR  
REPRESENTATIVE ON THEIR BEHALF**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

APPENDIX "E"

**CLASS ACTION REGARDING  
CHRISTIAN ECONOMIC ASSISTANCE FOUNDATION  
SCHOOL SUPPORT PROGRAM**

**SETTLEMENT BENEFIT NOTICE AND CLAIM FORM**

**NOTICE: YOU MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT BENEFIT IN THE ABOVE-NOTED CLASS ACTION. IF YOU CHOOSE TO RECEIVE A SETTLEMENT BENEFIT, YOU MUST COMPLETE THIS FORM AND SEND IT BY MAIL TO SCARFONE HAWKINS LLP, LAWYERS AND TRADE-MARK AGENTS, 1 JAMES STREET SOUTH, 14TH FLOOR, HAMILTON, ONTARIO, L8P 4R5, OR BY FAX TO 905-523-5878, OR BY EMAIL TO [CEAF@SHLAW.CA](mailto:CEAF@SHLAW.CA) ON OR BEFORE FRIDAY, JUNE 17, 2016.**

**IF YOUR CLAIM FORM IS NOT SUBMITTED ON TIME, YOU WILL LOSE YOUR RIGHT TO MAKE A CLAIM FOR A SETTLEMENT BENEFIT.**

The following information must be completed and submitted for each Class Member:

**CLASS MEMBER INFORMATION**

NAME	
ADDRESS	
CITY	
PROVINCE	
POSTAL CODE	
TELEPHONE NUMBER (1)	
TELEPHONE NUMBER (2)	
CELLULAR TELEPHONE NUMBER	
E-MAIL ADDRESS (1)	
E-MAIL ADDRESS (2)	

**PLEASE COMPLETE THE BELOW CHART:**

Year(s) Participated (✓)		Donation Amount	Donation Receipt Attached (✓)	Reassessed by CRA		CRA Notice of Assessment Attached (✓)
				Yes	No	
2009	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2010	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2011	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2012	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CHOOSE ONE OF THE FOLLOWING:**

I ELECT TO RECEIVE PAYMENT OF MY SETTLEMENT BENEFIT

**OR**

I ELECT TO DONATE PAYMENT OF MY SETTLEMENT BENEFIT TO AN ONTARIO CHRISTIAN SCHOOL, NAMELY:

\_\_\_\_\_   
 (Name of Ontario Christian school. A donation receipt will not be provided.)

DATE: \_\_\_\_\_

\_\_\_\_\_  
**WITNESS SIGNATURE**

Print Name: \_\_\_\_\_

\_\_\_\_\_  
**CLASS MEMBER SIGNATURE OR THEIR  
REPRESENTATIVE ON THEIR BEHALF**

Print Name: \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) TUESDAY, THE 8<sup>TH</sup>  
 )  
MR. JUSTICE PAUL PERELL ) DAY OF DECEMBER, 2015

B E T W E E N:

TERRY EMMS  
Plaintiff

and

CHRISTIAN ECONOMIC ASSISTANCE FOUNDATION and  
ONTARIO ALLIANCE OF CHRISTIAN SCHOOL SOCIETIES  
Defendants

Proceeding under the *Class Proceedings Act*, 1992, S.O. 1992, c.6

**ORDER**

**THIS MOTION**, made by the Plaintiff for a Final Order certifying this Action as a class proceeding and approving the proposed Settlement was heard this day at the court house, 393 University Avenue, Toronto, Ontario, M5G 1E6.

**ON READING** the Motion Record, Factum and Brief of Authorities of the Plaintiff, and on hearing the submissions of the lawyers for the Plaintiffs, and the lawyers for the Defendants;

## **DEFINED TERMS**

1. **THIS COURT ORDERS AND DECLARES** that for purposes of this Final Order, the List of Defined Terms attached as Appendix “A” shall apply;

## **CERTIFICATION**

2. **THIS COURT ORDERS THAT** this Action is hereby certified against the Defendants as a class proceeding, pursuant to the *CPA*, particularly:

### ***Class Definition***

- (a) the "Class" is hereby defined as:

*“All individuals who participated in the SSP for the taxation years 2009, 2010, 2011 and 2012, and who were reassessed by CRA, which reassessments resulted in the disallowance of the charitable donation tax credits related to participation in the SSP.”*

### ***Representative Plaintiff***

- (b) Terry is hereby appointed as Representative Plaintiff for the Class;

### ***Nature of Claims Asserted on behalf of the Class***

- (c) the Representative Plaintiff asserts claims for breach of contract and in negligence against the Defendants on behalf of the Class;
- (d) the Representative Plaintiff seeks damages against the Defendants on behalf of the Class;

### ***Common Issues***

- (e) was it a term of the contract of participation in the SSP that participants would receive a charitable donation receipt that would be recognized by CRA for tax credit purposes?

- (f) if the answer to (e) is yes, has the contract been breached by the Defendants?
- (g) did the Defendants owe a duty of care to participants?
- (h) if the answer to (g) is yes, what was the nature and extent of that duty?
- (i) has the duty of care owed by the Defendants to SSP participants been breached?
- (j) are the Defendants liable to Class Members for damages?
- (k) if the answer to (j) is yes, what is the amount of that liability?
- (l) does the conduct of the Defendants justify an award of punitive damages in the circumstances?
- (m) if the answer to (l) is yes, what is the amount of punitive damages to be awarded?

#### **SETTLEMENT APPROVAL**

3. **THIS COURT ORDERS AND DECLARES** that the terms of settlement contained in the Settlement Agreement dated December 3, 2015, attached as Appendix “B” and incorporated into this Final Order by reference, are fair, reasonable and in the best interests of Class Members, and the Settlement Agreement is hereby approved pursuant to Section 29 of the *CPA*;

#### **NOTICE**

4. **THIS COURT ORDERS AND DECLARES** that Class Members have been provided with notice of this hearing by the Notice of Certification and Settlement Approval Hearing attached as Appendix “B” to the Settlement Agreement by publication in the Toronto Star on November 26, 2015 and further published on Class Counsel’s website at [www.classactionlaw.ca](http://www.classactionlaw.ca) and that notice is hereby approved *nunc pro tunc*;

5. **THIS COURT ORDERS AND DECLARES** that Class Members will receive Notice of Certification and Settlement Approval in the form substantially as set out in Appendix “C” to the Settlement Agreement;
6. **THIS COURT ORDERS AND DECLARES** that the notice provided for in paragraphs 4 and 5 above satisfy the requirements of Section 17 of the *CPA*;

#### **APPOINTMENTS**

7. **THIS COURT ORDERS** that Scarfone Hawkins<sup>LLP</sup> is hereby appointed as Administrator to perform the functions of the Administrator as set out in the Settlement Agreement;

#### **SETTLEMENT BENEFIT AND QUALIFICATION**

8. **THIS COURT ORDERS** that each Class Member who has not opted out of the Action and who qualifies to receive a Settlement Benefit must submit a Settlement Benefit Notice and Claim Form and supporting documentation to the Administrator on or before the Settlement Benefit Claims Deadline in accordance with the Settlement Agreement, and in doing so shall be paid a Settlement Benefit in accordance with the Settlement Agreement;
9. **THIS COURT ORDERS AND DECLARES** that if a Class Member, who has not opted out of the Action, does not submit a Settlement Benefit Notice and Claim Form to the Administrator with supporting documentation to the Administrator in accordance with the Settlement, the Class Member and their partners, employees, agents, attorneys, servants, representatives, and their successors, heirs, executors, administrators, trustees and assigns shall be forever barred from receiving a Settlement Benefit but shall in all other respects, be bound by the Settlement;

## **REVERSION AND TERMINATION OF SETTLEMENT**

10. **THIS COURT ORDERS** that the Administrator shall pay back to the Defendants any amounts remaining in the Net Settlement Fund after all payments have been made to qualifying Class Members in accordance with the Settlement Agreement;
11. **THIS COURT ORDERS** that the Defendants shall have the right as set forth in paragraph 2.6(a) of the Settlement Agreement to terminate the Settlement prior to the distribution of the Settlement Fund to Class Counsel, the Administrator, the Representative Plaintiff, and Class Members;

## **BINDING EFFECT AND RELEASE**

12. **THIS COURT ORDERS AND DECLARES** that this Final Order and the Settlement Agreement are binding upon all Class Members, except only those who opt-out of the Action, and their partners, employees, agents, attorneys, servants, representatives, and their successors, heirs, executors, administrators trustees and assigns, as the case may be, including any persons under a disability, and the requirements of Rule 7.08(4) of the *Rules of Civil Procedure* with respect to this Final Order and the Settlement Agreement, are hereby dispensed with;
13. **THIS COURT ORDERS AND DECLARES** that upon the Effective Date, the Releasors forever and absolutely release, acquit, and discharge the Releasees from the Released Claims. The Releasors agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims against any other person, corporation or entity, including the Crown (save and except any *Income Tax Act*



appeals), which might claim contribution and indemnity, including under the provisions of the *Negligence Act*, R.S.O. 1990, c. N.1 and any amendments thereto, or any such legislation in other Canadian provinces as applicable, or any other relief of a monetary, declaratory or injunctive nature from one or more of the Releasees;

**COSTS, CLASS COUNSEL FEES AND CLAIMS ADMINISTRATION FEES AND REPRESENTATIVE PLAINTIFF COMPENSATION**

14. **THIS COURT ORDERS THAT** Class Counsel shall be paid Class Counsel Fees in the amount of \$526,544.27, inclusive of fees, disbursements, Representative Plaintiff Compensation, costs of notice and applicable taxes, from the Settlement Fund;
15. **THIS COURT ORDERS THAT** the Administrator shall be paid Administration Fees in the amount of \$113,000.00, inclusive of disbursements, costs of notice and applicable taxes, from the Settlement Fund;
16. **THIS COURT ORDERS THAT** Terry shall be paid Representative Plaintiff Compensation in the amount of \$5,000.00, from Class Counsel Fees;

**DISMISSAL OF PROCEEDING**

17. **THIS COURT ORDERS** that subject to the completion of the obligations of the Parties, the Administrator and Class Counsel pursuant to this Final Order and the Settlement Agreement, this Action is hereby dismissed, with prejudice and without further costs.

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(Signature of Judge)

RCP-E 59A (July 1, 2007)

## APPENDIX “A”

### LIST OF DEFINED TERMS

1. “**Action**” means this action, being Terry Emms v. Christian Economic Assistance Foundation and Ontario Alliance of Christian School Societies, Court File No. CV-13-487917 00CP;
2. “**Administrator**” means Scarfone Hawkins LLP;
3. “**Administration Fees**” means those fees, disbursements and applicable taxes that the Court approves and orders to be paid from the Settlement Fund to the Administrator;
4. “**CEAF**” means the Christian Economic Assistance Foundation, a non-share capital corporation incorporated in Ontario in 1972, operating as a not-for-profit organization which is a registered charity for income tax purposes;
5. “**Class**” or “**Class Members**” means all individuals who participated in the SSP for the taxation years 2009, 2010, 2011 and 2012, and who were reassessed by CRA, which reassessments resulted in the disallowance of the charitable donation tax credits related to participation in the SSP;
6. “**Class Counsel**” means Scarfone Hawkins LLP;
7. “**Class Counsel Fees**” means those fees, disbursements and applicable taxes that the Court approves and orders be paid from the Settlement Fund to Class Counsel;
8. “**Court Approval Date**” means the date on which the Final Order is issued;
9. “**CPA**” means *Class Proceedings Act*, 1992, S.O. 1992, c.6;
10. “**CRA**” means Canada Revenue Agency;
11. “**Defendants**” means Christian Economic Assistance Foundation and Ontario Alliance of Christian School Societies;

12. **“Effective Date”** means 30 days following the Court Approval Date or the final disposition of any appeal arising from the Final Order, whichever is later, and where such date falls on a weekend or bank holiday, shall mean the next business day;
13. **“Final Order”** means the order certifying the Action as a class proceeding, approving Settlement and dismissing the Action attached as Appendix “F” to the Settlement Agreement;
14. **“Net Settlement Fund”** means the Settlement Fund, less amounts paid to Class Counsel for Class Counsel Fees and to the Administrator for Administration Fees which, shall comprise the “Net Settlement Fund”;
15. **“Notice of Certification and Settlement Approval”** shall be Notice of Certification and Settlement Approval attached as Appendix “C” to the Settlement Agreement;
16. **“Notice of Certification and Settlement Approval Hearing”** shall be the Notice of Settlement and Court-Approval Hearing attached at Appendix “B” to the Settlement Agreement;
17. **“OACS”** means the Ontario Alliance of Christian School Societies, a non-share capital corporation incorporated in Ontario in 1981;
18. **“Opt-Out Form”** means the form used by a Class Member and provided to Class Counsel advising of their choice to opt-out of the Action, substantially in the form and content attached as Appendix “D” to the Settlement Agreement;
19. **“Opt-Out Period Deadline”** means 30 days after the Notice of Certification and Settlement Approval mailing deadline as set forth in Section 2.4(b) of the Settlement Agreement;
20. **“Party”** or **“Parties”** means the Plaintiff or the Defendants or all of them;
21. **“Plaintiff”** means Terry Emms;

22. **“Released Claims”** means any and all claims made in the Action or that could have been made in the Action by the Plaintiff against the Defendants, and losses, liability, or damages in connection with the claims and matters raised in the Action;
23. **“Releasees”** means, jointly and severally, the Defendants and the individual schools that participated in the SSP, including without limitation those schools listed on Appendix “G” to the Settlement Agreement, and their parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives, insurers, independent contractors, and the successors, heirs, executors, administrators, trustees, and assigns;
24. **“Releasors”** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members, who have not opted-out of the Action, and their respective successors, heirs, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor and related companies;
25. **“Representative Plaintiff Compensation”** means an amount approved by the Court to be paid from the Class Counsel Fees to the Plaintiff as an honourarium;
26. **“SSP”** means the CEAF School Support Program;
27. **“Settlement Agreement”** or **“Settlement”** mean this agreement and its terms;
28. **“Settlement Benefit”** means the *pro-rata* share of the Net Settlement Fund based upon the total amount the Class Member donated to the SSP in 2009, 2010, 2011 and 2012, and which was actually reassessed and disallowed by CRA, to a maximum of 46.41% of the Class Member’s donations, as calculated with all Class Members;
29. **“Settlement Benefit Claims Deadline”** means the day that is 65 days after the last date of mailing of the Settlement Benefit Notice and Claim Form to Class Members as set forth in Section 5.1(f) of the Settlement Agreement;
30. **“Settlement Benefit Notice and Claim Form”** shall be substantially as attached as Appendix “E” to the Settlement Agreement;

31. **“Settlement Fund”** means the aggregate, all-inclusive sum of \$1.5 million paid by or on behalf of CEAF and OACS for the benefit of Class Members;
32. **“Terry”** means the Plaintiff, Terry Emms.

**TERRY EMMS**  
Plaintiff

-and-  
Defendants

**CHRISTIAN ECONOMIC ASSISTANCE FOUNDATION et al.**

Court File No. CV-13-487917 00CP

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

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**ORDER**

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**SCARFONE HAWKINS LLP**  
Barristers & Solicitors  
One James Street South  
14th Floor  
P.O. Box 926, Depot 1  
Hamilton, Ontario  
L8N 3P9

DAVID THOMPSON (28271N)  
thompson@shlaw.ca  
MATTHEW G. MOLOCI (40579P)  
moloci@shlaw.ca

Tel: 905-523-1333  
Fax: 905-523-5878

Lawyers for the plaintiff,  
**TERRY EMMS**

**APPENDIX G**  
**List of Schools**

Bowmanville, Knox Christian School
Brantford Christian School
Calvin Christian School Society - Chatham
Calvin Christian School Society - Wallaceburg
Cambridge Christian School
Cambridge District Association
Community Christian School - Drayton
Dunnville Christian School Society
Durham Christian High School
Halton Hills Christian School
Heritage Christian School Society Inc.
Heritage Community Christian School
Immanuel Christian School Society of Aylmer
Immanuel Christian School Society of The Oshawa District
Jarvis District Christian School
John Calvin - Guelph Community Christian School
John Knox - Brampton
John Knox - Oakville
Kingston Christian School
Laurentian Hills Christian School
Listowel Christian School
London Christian Elementary School Society
Marantha Christian Academy
Milton Christian Education Association
Niagara Assoc. of Christian Education
Orangeville Christian School Society
Orillia Christian School
Ottawa Christian School
Providence Christian School
Redeemer Christian School
Rhema Christian School Peterborough
Sarnia Christian School
Scugog Christian School - Prince Albert
Smithville Christian School
St. Thomas Christian School

Stratford Dis Christian School
The London District Christian Secondary School Society
Timothy Christian School Association Of Toronto
Timothy Christian School - Barrie
Timothy Christian School - Owen Sound
Toronto Dist. Christian High School
Trinity Christian School - Burlington
Unity Christian School
Wellandport Christian School Society
Willowdale Christian School



**TERRY EMMS**  
Plaintiff

-and-  
Defendants

**CHRISTIAN ECONOMIC ASSISTANCE FOUNDATION et al.**

Court File No. CV-13-487917 00CP

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

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**SETTLEMENT AGREEMENT**

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**SCARFONE HAWKINS LLP**

Barristers & Solicitors  
One James Street South  
14th Floor  
P.O. Box 926, Depot 1  
Hamilton, Ontario  
L8N 3P9

DAVID THOMPSON (28271N)

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Tel: 905-523-1333

Fax: 905-523-5878

Lawyers for the plaintiff,  
Terry Emms