

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

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WEDNESDAY, THE 21<sup>st</sup>

JUSTICE BELOBABA

DAY OF JULY, 2021

B E T W E E N :

**JAMES YEO**

**Plaintiff**

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO**

**Defendant**

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION**, made by the Plaintiff for an order approving the settlement of this action pursuant to subsection 29(2) of the *Class Proceedings Act, 1992* was heard this day by video conference.

**WHEREAS** this action was certified as a class proceeding by order dated December 22, 2016 (the "**Certification Order**"),

**AND UPON HEARING** the consent of the Defendant, which has been provided without admission of liability in respect of the claims which have been asserted in this proceeding,

**AND UPON HEARING** the submissions of counsel for the Plaintiff and Defendant, the submissions of objectors and certain of their counsel in attendance at the hearing, and upon reading the materials filed, including written objections, the motion record of the Plaintiff, and the factum of the Plaintiff,

**AND UPON READING** the Order of Justice Weagant of the Youth Justice Court of Ontario dated March 31, 2021,

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order, the following definitions shall apply:

- (a) "**Approval Order**" means this order approving the Settlement Agreement and providing for a dismissal of the action;
- (b) "**Class**" or "**Class Members**" is defined as per the Certification Order, being all persons, who were alive as of February 22, 2014, who were inpatients of and resided at CPRI during the time period from September 1, 1963 to July 1, 2011, exclusive of any time for which an individual was an inpatient and resided in the Glenhurst or Pratten 1 units, except that it excludes any person who validly opted out of the Class Proceeding pursuant to the Certification Order;
- (c) "**Contingency Fund**" means the Contingency Fund as defined in the Settlement Agreement;
- (d) "**CPRI**" means the Child and Parent Resource Institute, formerly known as the Children's Psychiatric Research Institute;
- (e) "**Final Approval Date**" means the later of:
  - (i) 31 days after the date on which the Ontario Superior Court of Justice issues the Approval Order; and
  - (ii) the final disposition of any appeals from the Approval Order;
- (f) "**Releasees**" means Ontario and each of its employees, servants, agents, Ministers, members of the Executive Council under the *Executive Council Act*, insurers, representatives and assigns;
- (g) "**Settlement Agreement**" means the executed Settlement Agreement between the parties attached hereto as **Schedule "A"**;

- (h) **"Compensation Plan"** means the plan for the administration of the Settlement Agreement attached as Schedule A to the Settlement Agreement; and
- (i) **"Settlement Fund"** means the Settlement Fund as defined in the Settlement Agreement.

2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class Members.

3. **THIS COURT ORDERS** that the Settlement Agreement be and hereby is approved and shall be implemented in accordance with its terms, this Order and further orders of this Court.

4. **THIS COURT ORDERS AND DECLARES** that all Class Members' claims relating to or arising out of the Amended Statement of Claim with respect to the operation and management of CPRI, are dismissed and released against the Releasees in accordance with the terms of the Settlement Agreement.

5. **THIS COURT ORDERS AND ADJUDGES** that, save as set out above, this action is dismissed without costs and with prejudice with respect to all claims asserted by or on behalf of each Class Member, and that such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

6. **THIS COURT ORDERS, ADJUDGES AND DECLARES** that this Order and the Settlement Agreement are binding upon all Class Members except any persons who have validly opted out, including those persons who are under a disability.

7. **THIS COURT ORDERS AND DECLARES** that without in any way affecting the finality of this Order, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, all of the Class Members and the Defendant for the limited purposes of implementing the Settlement Agreement and enforcing and administering the Settlement Agreement and this Order.

8. **THIS COURT ORDERS** the Long Form Notice attached as **Schedule "B"**, or substantially in the same form thereof, is hereby approved.

9. **THIS COURT ORDERS** the Short Form Notice attached as **Schedule "C"**, or substantially in the same form thereof, is hereby approved.

10. **THIS COURT ORDERS** the Claim Form attached as **Schedule "D"**, or substantially in the same form thereof, is hereby approved.

11. **THIS COURT ORDERS** the Inpatient File Request Process outlined in paragraphs 4-7 of the Compensation Plan is hereby approved and the production of these files to Class Counsel or the Public Guardian and Trustee pursuant to the Inpatient File Request Process shall be subject to the Deemed Undertaking rule contained in rule 30.1.01(3) of the *Rules of Civil Procedure*.

12. **THIS COURT ORDERS** that Class Counsel and/or the Defendant may make non-material changes to the Long Form Notice, the Short Form Notice, the Plan of Dissemination, or the Claim Form, and any changes as are desirable and necessary, upon receipt of the consent of the opposing party.

13. **THIS COURT ORDERS** that the Plan of Dissemination attached as **Schedule "E"**, or substantially in the same form thereof, is hereby approved.

14. **THIS COURT ORDERS** that the notice stipulated at paragraphs eight, nine, eleven and twelve of this Order satisfies the requirements of the *Class Proceedings Act, 1992* and shall constitute good and sufficient service upon Class Members of notice of this Order and approval of the settlement of this action.

15. **THIS COURT ORDERS** that the distribution of notice as contemplated in the Plan of Dissemination shall commence within fourteen (14) days of the Final Approval Date.

16. **THIS COURT ORDERS** that the legal fees, disbursements and taxes owing to Class Counsel shall be determined by further order of this Court and are to be paid out of the Settlement Fund in accordance with the terms of the Settlement Agreement.

17. **THIS COURT ORDERS** that the levy and payment for disbursements plus taxes owing to the Law Foundation of Ontario shall be determined by further order of this Court and are to be paid out of the Settlement Fund and/or Contingency Fund in accordance with the terms of the Settlement Agreement.

18. **THIS COURT ORDERS** that Epiq Global shall be and hereby is appointed as Claims Administrator pursuant to the Settlement Agreement and fees and expenses of the Claims Administrator shall be paid out of the Settlement Fund and/or Contingency Fund in accordance with the terms of the Settlement Agreement.

19. **THIS COURT ORDERS** that it may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the Settlement Agreement and this order.

**Signed:** *Justice Edward Belobaba*

Notwithstanding Rule 59.05, this Judgment [Order] is effective and binding from the date it is made and is enforceable without any need for entry and filing. Any party to this Judgment [Order] may submit a formal Judgment [Order] for original signing, entry and filing when the Court returns to regular operations.