Federal Court  Cour fédérale

Date: 20230424

Docket: T-1358-18

Citation: 2023 FC 590

Ottawa, Ontario, April 24, 2023

PRESENT: The Honourable Mr. Justice Southcott

BETWEEN:

CERTIFIED CLASS ACTION

BETWEEN:

SIMON LOGAN

Plaintiff

and

HIS MAJESTY THE KING

Defendant

ORDER AND REASONS

I. Overview

[1] This decision addresses two motions brought by Simon Logan, the representative Plaintiff in the within certified class proceeding. These motions, brought with the consent of the Defendant, His Majesty the King [Canada], together seek the approval of: (i) the parties'

settlement of this proceeding; (ii) the payment of an honorarium to Mr. Logan; and (iii) the legal fees and disbursements sought by Class Counsel, McInnes Cooper.

[2] For the reasons explained in more detail below, these motions are granted. The terms of the Settlement Agreement are fair, reasonable, and in the best interests of the class as a whole. The proposed honorarium to Mr. Logan, Class Counsel's proposed legal fees, and Class Counsel's disbursements are also all fair and reasonable.

II. **Background**

[3] Mr. Logan served in the Canadian Armed Forces [CAF] from February 11, 1988, until his medical release on February 16, 2016. During his service, Mr. Logan received several allowances, including the special operations assaulter allowance.

[4] On July 17, 2018, Class Counsel commenced this then-proposed class proceeding on behalf of Mr. Logan, who was put forward as the proposed representative Plaintiff. In the Statement of Claim, he alleged that Canada had misinterpreted and therefore breached the CAF Service Income Security Insurance Plan [SISIP] Policy 901102 [the Policy], which governs long-term disability [LTD] benefits for certain categories of members of the CAF, by failing to include the allowances in his "monthly pay" or "solde mensuelle" at the date of his medical release. He brought the action on his own behalf and on behalf of certain other former members of the CAF receiving benefits under Division 2, Part III(B) of the Policy.

[5] The proposed class action was certified as a class proceeding, with Canada's consent, by Order dated March 1, 2019 [Certification Order]. The Certification Order also appointed Mr. Logan as the representative Plaintiff, appointed McInnes Cooper as Class Counsel, and defined the class as follows [the Class]:

> All former members of the Canadian Armed Forces who on or after July 17, 2012 received, long term disability benefits and/or dismemberment benefits under Division 2, Part III(B) of SISIP Policy 901102, and had an allowance from the Canadian Armed Forces in effect on the date of their release from the Canadian Armed Forces or, in the case of a Class "C" member, when the injury was incurred or the illness was contracted.
>
> Tous les anciens membres des Forces armées canadiennes qui, le ou après 17 juillet 2012 ont reçu, des prestations d'invalidité prolongée et / ou des prestations de mutilation en vertu de la section 2 de la partie III (B) de la police du RARM No 901102, et qui ont eu un indemnité des Forces armées canadiennes en vigueur à la date de leur libération des Forces armées canadiennes ou, dans le cas d'un membre en service de réserve de classe "C", au moment où la blessure est survenue ou que la maladie a été contractée.

[6] The Certification Order further certified the following question as a common issue in the class proceeding:

> When calculating long term disability benefits and dismemberment benefits under Division 2, Part III(b) of SISIP Policy 901102, should a Class member's allowances in effect on the date of their release from the Canadian Armed Forces (or, in the case of a Class "C" member, when the injury was incurred or the illness was contracted) be included in the Class member's monthly pay?
>
> Lors du calcul des prestations d'invalidité prolongée et des prestations de mutilation en vertu de la section 2 de la partie III (B) de la police du RARM No 901102, devraient-ils être inclus les indemnité en vigueur à la date de leur libération des Forces armées canadiennes (ou, dans le cas d'un membre en service de réserve de classe "C", au moment où la blessure est survenue ou que la maladie a été contractée) dans le taux de rémunération du membre de la Groupe?

[7] The Certification Order provided for dissemination of bilingual notice of certification, including through: (a) direct mailing to each Class member's last known mailing address, (b) publication in a newspaper in each province, and (c) publication on the websites of McInnes Cooper, Veterans Affairs Canada [VAC] and the SISIP. The Manufacturers Life Insurance Company [Manulife], which administers the SISIP on behalf of Canada, provided notice of certification to the Class members via direct mail starting on November 29, 2019. The opt-out period under the Certification Order expired on January 28, 2020, and 11 Class members chose to opt out of the class proceeding. There are at present approximately 8630 Class members.

[8] To expedite the adjudication of the question that was certified as a common issue, Class Counsel proposed a motion pursuant to Rule 220 of the *Federal Courts Rules*, SOR/98-106 [Rules] to determine the correct interpretation of the Policy. As contemplated by the Rules, the Rule 220 motion proceeded in two stages. By Order dated July 31, 2019, the Court found that the question posed was a question of law and that it would be appropriate for it to be determined before trial though the Rule 220 process. By Order and Reasons dated March 24, 2020, the Court ruled on the merits of this question in favour of the Class, finding that when calculating LTD benefits under the Policy, a Class member's allowances should be included, but only those allowances that are paid on a monthly basis [the Decision].

[9] After the Decision, which Canada did not appeal, Class Counsel sought to commence negotiation of the quantification of Class members' resulting entitlements. Following some delay in Canada obtaining the necessary mandate, the parties engaged in such negotiations, including with the assistance of Justice Heneghan through the Court's dispute resolution process. These

negotiations were ultimately successful and culminated in the parties signing a Final Settlement Implementation Agreement dated December 22, 2022 [Settlement Agreement].

[10] By Order dated January 27, 2023, the Court approved a process and form for providing notice of the proposed settlement and the April 13, 2023 date of a hearing to consider approval of the proposed settlement and Class Counsel's proposed legal fees. Such notice summarized the proposed settlement, informed recipients of their opportunity to contact Class Counsel with questions, and explained the opportunity to object to the settlement by submitting a written Objection Form to Class Counsel by March 21, 2023, and potentially by participating in the approval hearing. Class Counsel has received eight Objection Forms. None of the eight individuals who submitted Objection Forms appeared at the approval hearing to make submissions in support of their objections.

III. **Relief Sought**

[11] The Plaintiff subsequently filed Notices of Motion dated March 27, 2023, seeking the relief to be addressed by the present motions. Principally this relief consists of approval of the Settlement Agreement (which includes a release in favour of Canada by all Class members who have not opted out of the class proceeding), an honorarium of $50,000 for Mr. Logan to be paid out of Class Counsel's fees, and approval of Class Counsel's fees and disbursements.

[12] As contemplated by the Settlement Agreement, the Plaintiff's motion record also seeks an amendment to the definition of the Class that was set out in the Certification Order, so as to read as follows (with the proposed amendment underlined):

> All former members of the Canadian Armed Forces <u>who were released on or before December 31, 2021 and</u> who on or after July 17, 2012 received, long term disability benefits and/or dismemberment benefits under Division 2, Part III(B) of SISIP Policy 901102, and had an allowance from the Canadian Armed Forces in effect on the date of their release from the Canadian Armed Forces or, in the case of a Class "C" member, when the injury was incurred or the illness was contracted.

[13] The motion record explains that the proposed amendment flows from the Policy having been amended, following the Decision, to explicitly exclude allowances from the calculation of LTD benefits for CAF members released after December 31, 2021.

[14] Canada supports the motion for approval of the settlement. It takes no position on the motion for approval of Class Counsel's fees (or, as I understand it, on the request for an honorarium to be paid to the representative Plaintiff from Class Counsel's fees).

IV. **Issues**

[15] Two Memoranda of Fact and Law have been filed on behalf of the Plaintiff in support of these motions. The first Memorandum was filed by Class Counsel and relates principally to approval of the Settlement Agreement, although it also speaks to the request for approval of an honorarium to be paid to the representative Plaintiff. The second Memorandum relates to approval of Class Counsel's fees and disbursements and was filed by counsel retained for that

purpose. Together, these Memoranda articulate the following issues for determination by the Court:

A. Should the Settlement Agreement be approved?

B. Should Class Counsel be permitted to pay the representative Plaintiff the proposed honorarium from their legal fees?

C. Should the proposed Class Counsel's fees be approved?

D. Should Class Counsel be reimbursed for the disbursements incurred in the litigation?

V. **Analysis**

A. *Should the Settlement Agreement be approved?*

(1) General Principles

[16] Rule 334.29(1) of the Rules requires that a class proceeding settlement be approved by a judge of this Court.

[17] The legal principles applicable to the approval of a class proceeding settlement are well established. The central question is whether the proposed settlement is "fair, reasonable, and in the best interests of the class as a whole" (see, e.g., *Tk'emlúps te Secwépemc First Nation v Canada*, 2023 FC 327 [*Tk'emlúps*] at para 47; *Hudson v Canada*, 2022 FC 694 at para 186; *Lin v Airbnb, Inc*, 2021 FC 1260 [*Lin*] at para 21; *McLean v Canada*, 2019 FC 1075 at para 65; *Condon v Canada*, 2018 FC 522 [*Condon*] at para 17).

[18] In considering whether to approve a settlement agreement, the Court considers only whether the proposed settlement is reasonable, not whether it is perfect. The Court also does not have the power to modify or alter the settlement; it can only approve it or reject it (see *Tk'emlúps* at para 48; *Merlo v Canada*, 2017 FC 533 [*Merlo*] at paras 17-18).

[19] As noted in *Condon*, the reasonableness of a settlement agreement means that the agreement only need fall "within a zone or range of reasonableness" (at para 18). This approach recognizes that resolution of litigation is not an exact science. A zone or range of reasonableness allows for a spectrum of possible resolutions, including a mix of terms negotiated between parties at arm's length (see *Toronto Standard Condominium Corporation No. 1654 v Tri-Can Contract Incorporated*, 2022 FC 1796 [*Tri-Can*] at para 16).

[20] In applying the "fair, reasonable, and in the best interests of the class as a whole" test, the Court has been guided by non-exhaustive lists of factors that, while articulated somewhat differently from case to case, broadly include the following:

A. The terms and conditions of the settlement;

B. The likelihood of recovery or success;

C. The expressions of support, and the number and nature of objections;

D. The degree and nature of communications between class counsel and class members;

E. The amount and nature of pre-trial activities including investigations, assessment of evidence and discovery;

F. The future expense and likely duration of litigation;

G. The presence of arm's length bargaining between the parties and the absence of collusion during negotiations;

H. The recommendation and experience of class counsel; and

I. Any other relevant factor or circumstance.

(see *Tk'emlúps* at para 49; *Tri-Can* at para 14; *Lin* at para 22; *Condon* at paras 19-20)

[21] A similar list of factors is applied in provincial superior courts across the country (see *Tri-Can* at para 14 and the cases cited therein).

[22] Such factors are merely guidelines. In a particular case, some factors may be given more weight than others, some may not be satisfied, and some may be irrelevant (see *Condon* at para 20). As such, the factors identified above are also not to be applied mechanically. Nor does every factor need to be present. Rather, the weight attributed to each factor will vary according to the circumstances and the factual matrix of the proceeding (see *Tri-Can* at para 15).

[23] The below analysis of factors relevant to the case at hand follows the structure of the Plaintiff's submissions.

(2) Terms and conditions of the settlement

[24] The Plaintiff's submissions in support of approval of the settlement focus significantly on the terms of the Settlement Agreement. These submissions explain that, based on current estimates performed by Canada and confirmed as reasonable by the Plaintiff's expert (Mr. Cameron McNeill, a Senior Vice President of Segal and a Fellow of the Canadian Institute of Actuaries), the total net present value of the Settlement Agreement is up to approximately $283 million. This figure is composed of an estimated $145 million in retroactive LTD benefits to be paid to Class members, calculated to March 31, 2023, and a further estimated $138 million to be paid prospectively to Class members beyond that date for as long as they remain eligible to receive LTD benefits under the Policy.

[25] The Plaintiff emphasizes that (subject to Class Counsel's proposed fees) the effect of the proposed settlement is that Class members will receive 100% of the amounts that they were underpaid under the Policy, as determined by the Decision. In other words, this is not a matter in which the parties negotiated a settlement which takes into account litigation risk on the part of the Plaintiff and the Class. Rather, with the benefit of the Decision (which was an adjudicated result, not a negotiated result), the Plaintiff has negotiated the payment of full compensation.

[26] The Plaintiff also emphasizes that an important component of the negotiations leading to the Settlement Agreement involved addressing concern that recovery by Class members under

this proceeding could cause a reduction in another VAC benefit. Section 22 of the *Veterans Well-being Regulations,* SOR/2006-50, enacted under the *Veterans Well-being Act,* SC 2005, c 21, provides that a benefit available to a veteran, known as the Income Replacement Benefit [IRB] (and previously known as the Earnings Loss Benefit [ELB]), is to be reduced by the amount of the veteran's SISIP LTD benefit. As a result, there was concern that this offset could significantly reduce the effective recovery in this class action on both a global level and on an individual Class member level, including potentially reducing some Class members' recovery to zero.

[27] However, the Settlement Agreement provides that VAC will not recover from any Class member any ELB or IRB overpayments resulting from the payments made under the Settlement Agreement up to the date on which the VAC finalizes the re-calculation of the IRB to account for the change in LTD benefits payments resulting from the Decision and settlement. Canada estimates that its agreement to forgo this offset represents a value of approximately $82 million. In other words, if the offset were applied, the settlement's estimated $283 million value would be reduced to an estimated $201 million. The Plaintiff's expert has opined that Canada's estimate is reasonable.

[28] It is important to recognize that the Settlement Agreement does not provide for recovery by Class members of interest on the amounts that they were underpaid under the Policy. As such, the favourable result to the Class, resulting from the Plaintiff's success in negotiating Canada's forbearance on the VAC offset, is in part reduced by the Plaintiff's willingness to forgo interest.

However, the Plaintiff's expert has calculated and opined that, based on any reasonable rate of interest, this trade-off is favourable to the Class.

[29] Based on the above, I am satisfied that the financial terms of the Settlement Agreement are favourable, and indeed very favourable, to the Class. While this is only one of the factors to be considered, those terms clearly support a conclusion that the proposed settlement is fair, reasonable, and in the best interests of the Class as a whole. Moreover, the Settlement Agreement includes other non-financial terms, surrounding the payment process, which further support this conclusion:

A. Manulife will administer the payments to be made under the Settlement Agreement, such that Class members will receive such payments directly and automatically without having to take any steps to achieve payment. The cost of this administration will be borne by Canada, not by the Class; and

B. The Settlement Agreement provides for payments in the name of deceased members of the Class to individuals previously designated by the Class member during their life for other benefits, namely SISIP life insurance or the Supplemental Death Benefit under the *Canadian Forces Superannuation Act*, RSC 1985, c C-17. If no individual meets these criteria, the payment will be made to a charity to be agreed by the parties and approved by the Court (sometimes described as a *cy-près* settlement fund). The effect of these provisions of the Settlement Agreement is to avoid imposing an administrative burden on the beneficiaries of deceased Class members, including those who may have died

intestate or had their estates closed, and to prevent settlement proceeds from reverting back to Canada.

[30] The Settlement Agreement also creates a review and appeal process for Class members, contemplating the appointment of one or more Associate Judges of this Court to hear and determine appeals provided for under the Settlement Agreement (a process adopted in at least one Federal Court class action settlement as explained in *McCrea v Canada*, 2020 FC 553 at paras 21-25).

[31] Among other circumstances in which access to such a process would be available, an individual can appeal in the case of an eligibility dispute, where the individual believes that they should have met the Class definition but that Canada did not properly pay an allowance to which they were entitled at the time of their medical release (or, for Class C members, at the time of their injury). This is a potentially valuable process and, as explained in the evidence and submissions filed by the Plaintiff, is responsive to a particular type of circumstance identified by Class Counsel in the course of settlement negotiations. Counsel were contacted by an individual who was not on the list of Class members provided by the Defendant, apparently as a result of his allowance ceasing to be in effect one day prior to his release. While Class Counsel have expressed their optimism that this individual's eligibility in the Class can be informally resolved, the right of appeal contemplated by the Settlement Agreement would afford a more formal dispute resolution mechanism for such a claimant if necessary.

[32] Other noteworthy terms of the Settlement Agreement include the following:

A. The 11 individuals who previously opted out of the Class would be afforded a period of time to opt back into the Class if they wish; and

B. The Class has expanded since Court-approved notice of certification was sent to Class members and more CAF members have been medically released. As such, the Settlement Agreement provides that Class members who did not already have the opportunity to opt out of the Class would have a period of time to do so.

[33] These terms benefit Class members, including those eligible individuals who (with the benefit of understanding the details of the Settlement Agreement) may now choose to opt back into the Class) and those who may still choose to opt out.

[34] The Settlement Agreement also includes release language, pursuant to which Class members are deemed to provide a release in particular form in favour of Canada. In summary, Class members release the Defendant and related parties from all claims capable of being raised in this action, including in particular claims or amounts owing prior to July 17, 2012 (a date based on a six year limitation period, the least favourable to Canada of the potentially applicable limitation periods raised in this proceeding). Class Counsel submits that the release language is narrowly drafted, and I find no basis to disagree with this characterization.

[35] Finally, as noted earlier in these Reasons, the Settlement Agreement contemplates an amendment to the Class definition such that it would not apply to CAF members who were released on or after January 1, 2022. The Plaintiff's submissions explain that this amendment results from the fact that Canada has amended the Policy to expressly exclude allowances in the

calculation of LTD benefits for CAF members released after December 31, 2021. In support of this submission, the Plaintiff's motion record includes the following evidence:

A. In an affidavit affirmed on March 20, 2023, Brigadier-General Virginia Tattersall, the Director General Compensation and Benefits within the Department of National Defence, deposes that, after the Decision, the Policy was amended going forward to expressly exclude allowances from the definition of "monthly pay" for new LTD benefit recipients. Brigadier-General Tattersall further explains that existing Class members were "grandfathered", meaning that monthly allowances will continue to be included in the calculation of their LTD benefits until the end of their LTD claim. The amendment to the Policy came into force on January 1, 2022;

B. In an affidavit affirmed on March 14, 2023, Mr. Bobby Mckinnon, a Senior Statistician in VAC's Finance Division, similarly deposes that, following the Decision, the Policy was amended to explicitly exclude allowances from CAF LTD benefits calculations for future recipients. The amendments prevent new entrants to the Class but do not apply to grandfathered Class members whose LTD payments will continue to factor in monthly allowances for the remainder of their claim.

[36] At the hearing of this motion, the Plaintiff's counsel provided the Court with a document that counsel explained to be an excerpt from the relevant amendment to the Policy. As counsel for both parties agreed to the Court receiving this document, it was marked as Exhibit 1 at the hearing. However, I noted at the hearing that, without the benefit of an affidavit identifying and

proving the document, I would have to give further consideration to what, if any, evidentiary value could be afforded to it. Also, one of the Objection Forms received by Class Counsel can potentially be read as questioning whether Canada has done what is necessary to amend the Policy to effect the change in the Class definition. This objector explains their objection as follows:

> Class members should not be limited to those between 17 July 2012 - 31 Dec 2021. CAF Policies have not changed to rectify this disparity upon release; members continue to be affected. If anything, the effective end date ought to be amended to the date of the hearing, on 13 Apr 2023. I write this letter in support of multiple mbrs who meet the above description.

[37] While I will consider other objections later in these Reasons, I will address this particular objection at this juncture, because it potentially engages the Class definition issue. It is not entirely clear to me whether the objector is arguing that the Policy has not actually been amended or has not been amended in a manner that supports a change to the Class definition. However, given the possible engagement of the Class definition issue, I decline to rely on evidence that has not been proven before the Court in the usual manner. I will therefore not take Exhibit 1 into account when addressing this issue.

[38] That said, I have no basis to question the evidence of Mr. McKinnon and, in particular, the somewhat more detailed evidence of Brigadier-General Tattersall, as establishing that the Policy has been amended as the Plaintiff submits. The objector has not raised any basis to dispute this evidence. I am also conscious that, were the amendment not effective in achieving its desired result, presumably Class Counsel would have been motivated to advance that position.

[39] Moreover, while the proposed amendment to the Class definition forms part of the Settlement Agreement, I understand that this is not a result of negotiations between the parties but rather a result of Canada's decision to amend the Policy going forward. Provided that this amendment does not affect the rights of those who were entitled to assert claims under the Policy prior to the amendment, and I understand that it does not, I cannot identify any basis to take issue with this development. Particularly as the change to the Class definition is not itself a negotiated result, I do not find that term to detract from a conclusion that the terms of the Settlement Agreement favour approval of the proposed settlement.

[40] In conclusion on this factor, I find that the terms of the Settlement Agreement favour a conclusion that the proposed settlement is fair, reasonable, and in the best interests of the Class (as it would be amended by the settlement) as a whole.

(3) Presence of arm's length bargaining between the parties and the absence of collusion during negotiations

[41] As the Plaintiff notes, the principal substantive issue between the parties, surrounding the interpretation of the Policy, was not itself the subject of negotiations. Rather, it was resolved by adjudication in the Decision. However, the implementation of that result required the negotiation of issues related to quantification and payment mechanics, as detailed in the above explanation of the principal terms of the Settlement Agreement. Those negotiations were conducted on an arm's-length basis between the parties over several months after Canada received its mandate to negotiate, including negotiations conducted through this Court's dispute resolution process. There has been no suggestion in this case that there was any collusion between the parties in the course of negotiations.

[42] This factor favours approval of the proposed settlement.

(4) Recommendation and experience of class counsel

[43] As explained in *Gould v BMO Nesbitt Burns Inc*, 2007 CanLII 9239 (ONSC) at paragraph 27, it is appropriate to afford a degree of deference to experienced class counsel's recommendation of a proposed settlement. An affidavit sworn by Ms. Jillian Kean of McInnes Cooper explains the experience that she and her partner, Mr. Daniel Wallace, brought to bear in this matter as members of the Class Counsel team, including experience in the particular area of veterans' benefits. Class Counsel recommend the settlement without reservation, as does Canada's counsel.

[44] This factor favours approval of the proposed settlement.

(5) Degree and nature of communications between class counsel and class members

[45] Ms. Kean's affidavit also explains that, during the course of negotiating the proposed settlement, Mr. Wallace was contacted by several Class members, including the individual identified earlier in these Reasons whose allowance ceased the day before his medical release from CAF. The Plaintiff's submissions emphasize this particular contact as an example of how Class Counsel's extensive interactions with Class members allowed them to obtain a sense of the unique situations faced by individual members and how the terms of the proposed settlement would affect Class members individually. As previously explained, these communications influenced the particular dispute resolution mechanism included in the Settlement Agreement.

[46] Again, this factor favours approval of the proposed settlement.

(6) Amount and nature of pre-trial activities including investigations, assessment of evidence and discovery

[47] The Plaintiff's submissions explain that, in the course of negotiating the proposed settlement, Class Counsel had the benefit of considerable evidence and information, significantly as a result of Canada having been forthcoming in providing data to Class Counsel including with respect to class size and entitlements. Canada's provision of this information equipped Class Counsel to design and assess the reasonableness of the settlement.

[48] As noted earlier in these Reasons, Class Counsel also retained actuarial expertise to assist in verifying the information provided by Canada and to assist Class Counsel in assessing the reasonableness of the proposed settlement, so as to be able to recommend it to the representative Plaintiff and the Court.

[49] This factor favours approval.

(7) Likelihood of recovery or success / future expense and likely duration of litigation

[50] The Plaintiff submits that, even after the Class received the favourable Decision, there remained risk associated with recovery on Class members' claims, including arising from limitation period defences that Canada might have raised. The quantification of recovery was also subject to the uncertainty associated with the VAC offsets described earlier in these

Reasons. While it may have taken years to litigate these issues, the Settlement Agreement has resolved them effectively and promptly and in the Class' favour.

[51] I agree with these submissions and find that this factor favours approval of the Settlement Agreement.

(8) Expressions of support, and the number and nature of objections

[52] The fact that only five of approximately 8630 Class members have objected to the approval of the Settlement Agreement indicates that it has substantial support among the Class. I will, however, consider the objections that have been received from both Class members and individuals who are not Class members.

[53] As an initial point on the subject of objections, I note that the Plaintiff's motion record includes an affidavit dated May 27, 2023, sworn by Mathieu Manuel, a student-at-law in Class Counsel's office who was tasked with monitoring correspondence received by Class Counsel from Class members and other individuals seeking information regarding the proposed settlement. Mr. Manuel explains that, on occasion, Class Counsel received Objection Forms that did not provide any reason for an objection. Mr. Manuel contacted these Class members, some of whom indicated that they did not intend to object but rather misunderstood the purpose of the Objection Form and therefore wished to withdraw their objection. These objections are not included in the five Objection Forms received from Class members that I will address below.

[54] One of these five Objection Forms (attached as Exhibit “E” to Mr. Manuel’s affidavit) also provided no reasons for an objection, but Mr. Manuel included it, because he had been unable to reach the objector. Another Objection Form (attached as Exhibit “D” to Mr. Manuel’s affidavit) merely states, “I believe the government of Canada has not met its requirements under the Act.” In the absence of any substantive explanations for these objection, they do not detract from the merits of the Plaintiff’s motion for settlement approval.

[55] Another Objection Form (attached as Exhibit “G” to Mr. Manuel’s affidavit) states, “I was medically released from CAF in 2015. Before I was injured during obstacle courses in February – March 2012. I still not recovered, and cannot do any physical work.” While this objection provides some information surrounding the objector’s personal circumstances, it does not explain on what, if any, basis the objector opposes the proposed settlement. Class Counsel advised at the hearing that this objector is a Class member and will benefit from settlement. Again, this objection does not detract from the merits of the Plaintiff’s motion.

[56] More substantively, an Objection Form (attached as Exhibit “C” to Mr. Manuel’s affidavit) states an objection to the proposed settlement because it unfairly excludes some members. This objector explains that he lost his allowances and job due to injuries sustained at work but states that he is excluded from the settlement because he lost his allowances when posted to a holding unit to await medical release. The objector notes that, if he had been a full-time reservist instead of a regular force member, his allowances would have been covered by the settlement.

[57] To the extent this objection raises the point that eligibility for membership in the Class differs for regular CAF members and reservists (otherwise known as Class “C” members of the CAF), the objector is correct. As reflected in the Class definition, eligibility for the Class for regular force members depends on having a monthly allowance in effect at the date of their release from the CAF, while eligibility for reservists turns on having such an allowance on the date the relevant injury or illness was sustained. However, as Class Counsel submit, this aspect of the Class definition is a function of the terms of the Policy that is the subject of this class proceeding.

[58] While this proceeding involved adjudication of a dispute surrounding the interpretation of the Policy, the above distinction in the LTD coverage that the Policy affords to regular force and reserve members did not form part of that dispute or the ensuing negotiations giving rise to the Settlement Agreement. As such, the point raised by the objector does not detract from a conclusion that the proposed settlement is fair, reasonable, and in the best interests of the Class as a whole. Moreover, I note Class Counsel’s explanation at the hearing of this motion that this particular objector is mistaken in his understanding that he is not covered by the proposed settlement. Class Counsel confirmed that this objector is indeed a Class member and is entitled to recovery under the Settlement Agreement.

[59] Finally, the one objector who indicated an intention to attend the hearing (but did not ultimately attend) filed an Objection Form (attached as Exhibit “F” to Mr. Manuel’s affidavit) that raised two points. The first is the distinction between regular force and reserve members, which is addressed above. The second point raises concern that the settlement does not address

certain categories of allowances to which CAF members may be entitled. Class Counsel explained at the hearing that these categories are benefits received from the VAC upon a member's release and that, while the objector is correct that they are not covered by the settlement, this is because they are outside the scope of the issue raised in the class proceeding. Importantly, counsel also confirmed that the release which forms part of the Settlement Agreement does not apply to any claim for the benefits to which the objector refers. As such, I agree with the Plaintiff's submission that this objection does not detract from the merits of his motion.

[60] As previously noted, Class Counsel also received Objection Forms from three individuals who were not Class members. One objection (attached as Exhibit "H" to Mr. Manuel's affidavit) states that objection documents are in progress. However, Mr. Manuel explains that Class Counsel did not receive any further documents from this objector. This objection therefore does not militate against settlement approval.

[61] Another Objection Form (attached as Exhibit "I" to Mr. Manuel's affidavit) was received from an individual who stated that he did not wish to be part of the class action and was objecting to the proposed settlement. Mr. Manuel's affidavit explains that this objector has opted out of the class proceeding. As such, this objection does not detract from the merits of the Plaintiff's motion.

[62] The third Objection Form (attached as Exhibit "J" to Mr. Manuel's affidavit) is that previously canvassed in these Reasons, taking issue with the Class being restricted to members

who are released from the CAF on or before December 31, 2021. For the reasons explained earlier in these Reasons, this objection also does not militate against settlement approval.

[63] Having considered all the objections, this factor favours approval of the Settlement Agreement.

(9) Conclusion

[64] Having considered all the factors canvassed above, I find that the proposed settlement is fair, reasonable, and in the best interests of the Class (as amended by the Settlement Agreement) as a whole. Subject to the remaining issues to be canvassed in these Reasons, surrounding the proposed honorarium for Mr. Logan and Class Counsel's fees and disbursements, my Order will issue in the form proposed by counsel, approving the Settlement Agreement and giving effect to its terms.

B. *Should Class Counsel be permitted to pay the representative Plaintiff the proposed honorarium from their legal fees?*

[65] In the context of the motion for approval of the settlement, Class Counsel seek the Court's approval to pay, from their counsel fees, an honorarium of $50,000 to the representative Plaintiff, Mr. Logan. There is no specific Rule that provides for the payment of honoraria to representative plaintiffs in class actions. However, the Court has recognized that honoraria may be awarded to representative plaintiffs who sacrificed their time, resources, and privacy for the benefit of others (see, e.g., *Merlo* at paras 68-74).

[66] In *Toth v Canada*, 2019 FC 125 [*Toth*], at paragraph 96, the Court referred to relevant factors for consideration in determining whether representative plaintiffs should receive an honorarium. These factors include a plaintiff's active involvement in the litigation, significant personal hardship or inconvenience in connection with the prosecution of the litigation, time spent in advancing the litigation, communication with other class members, and participation in the litigation including settlement negotiations and trial. In *Toth*, the Court approved payment, from class counsel's fees, of $50,000 to the representative plaintiff (at paras 94, 105).

[67] As Class Counsel submit, Mr. Logan was actively involved in the initiation of this litigation and the retention of counsel. He engaged with Class Counsel in negotiating the retainer agreement and providing relevant information from VAC to support the claim. He has also undertaken various activities to support the advancement of the litigation, including deposing an affidavit for the present motions and an affidavit in support of the motion for certification. Mr. Logan has engaged in a significant level of written and oral communication with Class Counsel over the roughly 5 years of this litigation, both in receiving updates and in providing instructions. He has also communicated with other Class members to provide updates and to respond to their questions.

[68] Significantly, the affidavit evidence Mr. Logan has provided in support of this litigation included disclosure of his private and sensitive health and financial information.

[69] In considering the proposed honorarium, I am conscious of the caution in *Lin* that an honorarium should not necessarily be awarded as a routine matter, but rather represents a

recognition that a representative plaintiff meaningfully contributed to the class members' pursuit of access to justice (at para 119). In *Lin*, the Court was concerned that the amount of the requested honorarium not be disproportionate to the benefits derived by the class members, the effort of the representative plaintiff, and the risks the representative plaintiff assumed (at para 121). The Court ultimately awarded an honorarium less than had been sought (at para 128).

[70] However, I agree with Class Counsel's submissions that *Lin* is distinguishable, both broadly on its facts and in terms of the relative amounts involved. Moreover, as I read *Lin*, the honorarium at issue in that case was not proposed to the paid from class counsel's fees. The case at hand is rather akin to *Toth*, in which the honorarium was to be paid out of the amount approved for class counsel's fees and disbursements and therefore did not reduce the amounts payable to class members. Class Counsel seek approval for the same figure as was awarded in *Toth*, to be paid from their fees. As in *Toth* (see para 101), the notice of the proposed settlement sent to Class members included the proposal that an honorarium be paid to Mr. Logan. Unlike in *Toth*, where there was one objection to the honorarium (see para 101), none of the Class members in the case at hand has objected to this proposal.

[71] I agree that the payment of an honorarium to Mr. Logan from Class Counsel's fees is appropriate, both in principle and in the amount proposed.

C. *Should the proposed Class Counsel's fees be approved?*

[72] In this case, Class Counsel seek counsel fees of 16.5% of the retroactive benefits. As the retroactive benefits are estimated to be $145 million, fees would be approximately $24 million.

Class Counsel are not seeking any portion of the future benefits to be received by Class members, which are estimated to be $138 million. Canada takes no position on the motion for approval of fees and disbursements.

(1) General Principles

[73] Rule 334.4 provides that all payments to counsel flowing from a class proceeding must be approved by the Court. The overarching test applicable to class counsel fees is that they must be "fair and reasonable in the circumstances" (see *Condon* at para 81).

[74] To assist in determining whether this test is met, the Court has established a non-exhaustive list of factors to consider:

A. Risk undertaken by class counsel;

B. Results achieved;

C. Time and effort expended by class counsel;

D. Complexity and difficulty of the matter;

E. Degree of responsibility assumed by class counsel;

F. Fees in similar cases;

G. Expectations of the class;

H. Experience and expertise of class counsel;

I. Ability of the class to pay; and

J. Importance of the litigation to the plaintiff.

(see *Toth* at para 112; *Condon* at paras 81-83; *Merlo* at paras 78-98)

[75] As with the factors governing the approval of settlement agreements, the weight of the factors listed above will vary according to the particular circumstances of each class action. However, the jurisprudence shows that risk that class counsel undertook in conducting the litigation and the degree of success or results achieved for the class members through the proposed settlement are two critical factors in assessing the fairness and reasonableness of a contingency fee request by class counsel (see *Toth* at para 113, quoting *Condon* at para 83). The risk undertaken by class counsel includes the risk of non-payment but also the risk of facing a contentious case and a difficult opposing party (see *Wenham v Canada (Attorney General)*, 2020 FC 590 at para 34).

[76] It is well accepted that for class proceedings legislation to achieve its policy goals – access to justice, behaviour modification, and judicial efficiency (see *Hollick v Toronto (City)*, 2001 SCC 68 at para 27) – class counsel must be well rewarded for their efforts, and that contingency agreements negotiated with representative plaintiffs should be respected (*Lin* at para 73). Further, a percentage-based fee retainer agreement is presumed to be fair and should only be rebutted or reduced "in clear cases based on principled reasons" (see *Lin* at para 73, citing *Condon* at para 85).

[77] In the case at hand, Class Counsel retained separate counsel to present the motion for approval of their fees and disbursements. I therefore turn to the particular factors and submissions thereon emphasized by that counsel, commencing with the applicable retainer agreement.

(2) Retainer Agreement

[78] The retainer agreement executed between the representative Plaintiff and Class Counsel provides that Class Counsel would be paid on a contingency basis and that, in the event of success following settlement or trial, fees would be calculated as 33% of the total value of any settlement or judgment to the Class, plus HST and disbursements. Importantly, the terms of the agreement would apply this percentage fee to any amounts received by the Class. However, the fee proposal presently before the Court requests a substantially lesser amount in two respects:

A. Class Counsel seek fees based on 16.5%, rather than 33%; and

B. Class Counsel seek to apply the 16.5% figure only to the estimated $145 million retroactive payments, not to the additional estimated $138 million prospective payments.

[79] The fact that the Class Counsel are seeking compensation at a level substantially below that contemplated by the applicable retainer agreement favours approval of the fees proposed.

(3) Risk undertaken by class counsel

[80] The first of the two critical factors referenced above (the risk undertaken by Class Counsel) also favours approval. I agree with counsel's submission that Class Counsel assumed considerable risk in commencing and prosecuting this proceeding. Unlike many class actions, the substantive entitlement issue in this matter was determined on its merits in a contested hearing. That ultimately favourable result for the Class was of course uncertain when Class Counsel commenced this proceeding on behalf of the representative Plaintiff. Other uncertainties surrounded the applicable limitation period, the size of the Class that was unknown at the time the action was commenced, and the extent to which the VAC offset may have significantly reduced any potential recovery.

[81] As Class Counsel undertook this proceeding on a contingency basis in the context of these uncertainties, they clearly assumed a degree of risk that militates in favour of the Court approving the fees proposed.

(4) Results achieved

[82] Similarly, the second of the two critical factors (the degree of success achieved) significantly favours approval in the case at hand, as Class Counsel's work achieved a high level of success for Class members. The contractual interpretation dispute addressed by the Decision was adjudicated in favour of the Class, and the subsequent negotiation of the Settlement Agreement resulted in effectively 100% recovery by Class members plus Canada's forbearance on the VAC offset. As explained earlier in these Reasons, the only substantive concession made on behalf of the Class was not to claim interest, and the evidence before the Court indicates that the VAC offset forbearance more than compensates for that concession.

[83] As such, both in relative terms (i.e., compared to the value of the claim) and in absolute terms (an overall recovery estimated to total $283 million), Class Counsel have achieved a high degree of success for Class members.

(5) Experience and expertise of class counsel / degree of responsibility assumed by class counsel

[84] Class Counsel's experience and expertise are noted earlier in these Reasons. I also agree with counsel's submission that Class Counsel were effective in advancing this litigation on an efficient and collaborative basis, including achieving certification on consent and an efficient means of adjudicating the principal issue in dispute through a Rule 220 motion leading to the Decision. (Both Class Counsel and Canada's counsel are to be commended for their cooperative approach to the advancement of this litigation.) This factor favours approval of the proposed legal fees.

[85] The degree of responsibility assumed by Class Counsel also favours the reasonableness of the proposed fees. Unlike in some class proceedings where multiple law firms may be involved, potentially in multiple jurisdictions, Class Counsel in this matter consisted of one firm that assumed complete responsibility for commencing and prosecuting the litigation.

(6) Ability of the class to pay / expectations of the class

[86] Mr. Logan deposes in his affidavit that he would not have had the financial capacity to bring this litigation had it not been commenced by Class Counsel on a class-wide and

contingency basis. I have no reason to doubt this assertion and find that this factor favours the reasonableness of the proposed fees.

[87] With respect to the expectations of the Class, I have noted earlier in these Reasons the terms of the retainer agreement, on which the Class members' expectations would be based. As Class Counsel are seeking significantly less in fees than contemplated by that agreement, this factor also favours approval.

(7) Complexity and difficulty of the matter

[88] I would not necessarily regard the contractual interpretation issue that was resolved by the Decision as one of significant complexity. However, I do appreciate the complexities associated with moving from the Decision to the negotiation of a settlement that implemented the Decision on a Class-wide basis in a manner that was both substantively favourable to the Class and administratively efficient. Again, this factor militates in favour of approval of the proposed fees.

(8) Importance of the litigation to the plaintiff

[89] I accept counsel's submission that, as this class proceeding involved benefits available to CAF members with disabilities, its importance to both the representative Plaintiff and the Class as a whole favours approval of the proposed fees.

(9) Time and effort expended by class counsel

[90] In considering Class Counsel's time and effort, their counsel emphasize not only the work performed to date to achieve the adjudicated and negotiated resolution of this proceeding, but also the fact that Class Counsel's work will continue for several years pursuant to their ongoing obligations under the Settlement Agreement. These obligations include:

A. Class Counsel creating a central hub to respond to any follow-up questions from Class members;

B. Class Counsel searching to locate Class members' contact details if Manulife and the relevant departments of Canada do not already have them;

C. Class Counsel having undertaken to represent Class members, and individuals who wish to become Class members, in the review and appeal process set out in the Settlement Agreement; and

D. Class Counsel working with Canada to agree upon, and seek Court approval of, the veterans' charities to benefit from the *cy-près* settlement fund as applicable.

[91] Again, this factor favours approval of the proposed fees.

(10) Fees in similar cases

[92] Finally, I agree with counsel's submission that the percentage (16.5%) on which the proposed fee is based is consistent with or below fees approved in other cases, including in the Federal Court (see, e.g., *Toth*, at paras 145-150, which canvassed other cases and approved fees amounting to 17% of the recovery). I also note, as previously canvassed, that (unlike in *Toth*) the

settlement in the case at hand provides substantial future benefits for Class members that will not be subject to fees. Indeed, taking into account the total estimated recovery in this case, including the future benefits, the percentage fees are potentially more in the range of 8.25%.

(11) Conclusion

[93] In my view, all factors canvassed above favour a conclusion that the proposed fees are fair and reasonable in the circumstances of this case. My Order will therefore issue in the form proposed, approving Class Counsel's fees.

D. *Should Class Counsel be reimbursed for the disbursements incurred in the litigation?*

[94] Class Counsel paid expenses for the benefit of the Class in pursuing this litigation. The retainer agreement provided that Class Counsel would not be reimbursed in the absence of success and resulting recovery. These expenses are the disbursements set out in Ms. Kean's affidavit and total $39,742.92. Divided equally among the approximately 8630 Class members, this figure translates into a deduction from their recovery of $4.60 per member.

[95] I conclude that this disbursements figure is fair and reasonable in the circumstances of this case, and my Order will issue in the form proposed, approving same.

VI. **Conclusion**

[96] The Court finds that the terms of the Settlement Agreement are fair, reasonable, and in the best interests of the Class (as amended by the Order below) as a whole and are therefore approved. The proposed honorarium to Mr. Logan, Class Counsel's proposed legal fees, and Class Counsel's disbursements are also all fair and reasonable and are therefore approved.

ORDER in T-1358-18

THIS COURT ORDERS that:

1. The Settlement Agreement, attached hereto as Schedule "A", is approved and shall be implemented in accordance with its terms, this Order and further orders of this Court.

2. All provisions of the Settlement Agreement form part of this Order and are binding upon the Defendant and upon Class Members, subject to sections 5 and 6 of this Order, who did not opt-out.

3. The Class definition as set out in the Court's March 1, 2019 Certification Order is hereby amended to the following:

> All former members of the Canadian Armed Forces who were released on or before December 31, 2021 and who on or after July 17, 2012 received, long term disability benefits and/or dismemberment benefits under Division 2, Part III(B) of SISIP Policy 901102, and had a monthly allowance from the Canadian Armed Forces in effect on the date of their release from the Canadian Armed Forces or, in the case of a Class "C" member, when the injury was incurred or the illness was contracted.

4. In this Order, the term "Final Order" means this Order once the time to appeal this Order has expired without any appeal being taken, or, if this Order is appealed,

once there has been affirmation of this Order upon a final disposition of all appeals.

5. Any Class Member who previously opted out of this action shall have the right to opt back into the action within 60 days of the date of notice of the Final Order.

6. Any Class Member who has not already had the opportunity to opt out shall have the right to opt out within 30 days of the date of notice of the Final Order.

7. The Notice of Settlement Approval, attached hereto in English and French as Schedule "B", or substantially in the same form thereof, is hereby approved, subject to the right of the parties to make minor, non-material amendments by mutual agreement, as may be necessary or desirable.

8. The Plan of Dissemination attached as Schedule "C", or substantially in the same form thereof, is hereby approved. The distribution of notice as contemplated in the Plan of Dissemination shall commence within four (4) weeks of the Final Order.

9. Class Counsel and/or the Defendant may make non-material changes to the Notice of Settlement Approval and the Plan of Dissemination, as are desirable and necessary, upon receipt of the consent of the opposing party.

10. The notice stipulated in this Order satisfies the requirements of the *Federal Courts Rules* and shall constitute good and sufficient notice to Class Members of this Order and the approval of the settlement of this action.

11. In its role as Administrator, The Manufacturers Life Insurance Company ("Manulife") shall withhold 16.5% plus applicable sales taxes on account of legal fees from every settlement payment made under section 6 of the Settlement Agreement to Class Members, including payments made in the name of deceased Class Members and payments made to the *cy-près* settlement fund.

12. In its role as Administrator, to reimburse Class Counsel for its disbursements, Manulife shall withhold $4.60 from every settlement payment made under section 6 of the Settlement Agreement to Class Members, including payments made in the name of deceased Class Members and payments made to the *cy-près* settlement fund.

13. Manulife shall aggregate all the amounts withheld in accordance with paragraphs 11 and 12 and pay that aggregated amount on a monthly basis to Class Counsel.

14. Class Counsel shall be permitted to pay the representative Plaintiff, Simon Logan, an honorarium of $50,000 from its approved fees.

15. The release as provided for in section 42 of the Settlement Agreement is hereby approved and applies to all Class Members who have not validly opted out.

16. Manulife and the Defendant shall provide the Court with an update on the status of the administration of the Settlement Agreement within six months of the Final Order, and in six month intervals thereafter until the Court determines that updates are no longer necessary.

17. The Court 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.

18. This Order is made on a without costs basis.

.

"Richard F. Southcott"
Judge

Schedule "A"

Court File No. T-1358-18

FEDERAL COURT

CERTIFIED CLASS ACTION

BETWEEN:

SIMON LOGAN

PLAINTIFF

-and-

HIS MAJESTY THE KING

DEFENDANT

FINAL SETTLEMENT IMPLEMENTATION AGREEMENT

WHEREAS the Plaintiff brought this class action against the Defendant alleging that their, and the Class' Canadian Armed Forces long term disability ("CAF LTD") benefits and dismemberment benefits ("Benefits") under the Service Income Security Insurance Plan ("SISIP") Policy 901102 ("SISIP Policy") were improperly calculated;

AND WHEREAS the Federal Court (the "Court") certified this action as a class action by Order dated March 1, 2019 (the "Order");

AND WHEREAS, following a motion to determine a question of law, the Court ruled in favour of the Plaintiff and the Class on the sole common issue by Order dated March 24, 2020;

NOW THEREFORE, in order to implement the Court's March 24, 2020, Order, the Plaintiff and the Defendant (collectively, "Parties" or individually, "Party") have entered into this agreement ("Agreement") to resolve the remaining issues in dispute in this class action on the following terms:

Class Definition

1. The Class definition is amended as follows:

> All former members of the Canadian Armed Forces who were released on or before December 31, 2021 and who on or after July 17, 2012 received, long term disability benefits and/or dismemberment benefits under Division 2, Part III(B) of SISIP Policy 901102, and had a monthly allowance from the Canadian Armed Forces in effect on the date of their

> release from the Canadian Armed Forces or, in the case of a Class "C" member, when the injury was incurred or the illness was contracted.
>
> (a "Class Member", and collectively, the "Class")

2. Any Class Member who previously opted out of this action shall have the right to opt back into the action within 60 days of the date of notice of the Final Order, as defined below.

3. Any Class Member who has not already had the opportunity to opt out shall have the right to opt out within 30 days of the date of notice of the Final Order.

Final Order

4. In this Agreement, the term "Final Order" means the Court's Order approving this Agreement in accordance with its terms, once the time to appeal such Order has expired without any appeal being taken, or, if the Order is appealed, once there has been affirmation of the Order upon a final disposition of all appeals.

Administrator of the Settlement

5. Via a separate order, the Court will appoint The Manufacturers Life Insurance Company ("Manulife") as the administrator of the settlement.

Payment of Additional Amount

6. Manulife will pay each Class Member a lump sum Additional Amount equal to the difference between the Benefits received and the Benefits that would have been received had the Class Member's Benefits under the SISIP Policy been calculated in accordance with the Court's March 24, 2020 Order (the "Additional Amount"), which states:

> When calculating (CAF) long term disability benefits and dismemberment benefits under Division 2, Part III(B) of SISIP Policy 901102, a Class member's allowances in effect on the date of their release from the Canadian Armed Forces (or in the case of a Class "C" member, when the injury was incurred or the illness was contracted) should be included in the Class member's monthly pay. Only those allowances that are paid on a monthly basis should be included.

7. For greater certainty, for Class Members who continued to receive monthly Benefits on January 1, 2022, and continuously onward, Manulife will continue to pay their monthly Benefits in accordance with the Court's March 24, 2020 Order from the time their Additional Amount is paid up until their Benefits claim end date.

8. In calculating the payment owed to each Class Member, Manulife will reduce the Additional Amount by any amount owing by the Class Member to Manulife.

9. As available, Manulife will provide Class Members and Class Counsel with an individual calculation summary statement upon payment of the Additional Amount. Any follow up questions may be directed to a central hub located at Class Counsel's office.

10. Veterans Affairs Canada ("VAC") will not recover from any Class Member any Earnings Loss Benefit ("ELB") or Income Replacement Benefit ("IRB") overpayments generated as a result of the payment of the Additional Amount in respect of the period from October 1, 2016, to December 31, 2021, inclusively, or any IRB (or future iteration of VAC's IRB program if applicable) overpayments generated as a result of the payment of the Additional Amount from January 1, 2022, up to the date on which VAC finalizes the re-calculation of the IRB to account for this change in the Class Members' Benefits payment.

11. Once VAC's re-calculations are completed and monthly Benefits payments are being paid in accordance with the Court's March 24, 2020 Order, VAC will begin to apply the full updated Benefits as an offset to the IRB as set out in the *Veterans Well-being Regulations*.

Timing and Method of Payment of Additional Amount

12. For Class Members in receipt of ongoing monthly Benefits at the time of payment, Manulife will make the payment of the Additional Amount in the same manner as the Class Members' monthly Benefits.

13. For Class Members no longer in receipt of ongoing monthly Benefits at the time of payment, but who were in receipt of ongoing monthly IRB payments from VAC as of January 1, 2022, VAC will provide Manulife with the Class Member's most recent contact details on file for Manulife to arrange payment of the Additional Amount, subject to paragraph 21 of this Agreement.

14. For Class Members not in receipt of IRB as of January 1, 2022, and for which Manulife does not have contact information, CAC, the Canadian Armed Forces / Department of National Defence ("CAF/DND"), and SISIP Financial will search their records to find Class Members' contact details and provide them to Manulife for Manulife to arrange payment of the Additional Amount.

15. For Class Members for which neither Manulife, VAC, CAF/DND, nor SISIP Financial can locate Class Members' contact details, the Parties shall, subject to paragraph 21, work with other relevant Government of Canada departments to obtain contact details from those departments or from Class Members and provide them to Manulife for Manulife to arrange payment of the Additional Amount.

16. For Class Members for which neither Manulife, VAC, CAF/DND, SISIP Financial, nor other relevant Government of Canada departments can locate Class Members' contact details, Manulife will inform Class Counsel of such, and Class Counsel, at their own cost, will undertake a time-limited (two (2) months) search to locate Class Members' contact details and provide them to Manulife for Manulife to arrange payment of the Additional Amount.

17. For Class Members for which neither Manulife, VAC, CAF/DND, SISIP Financial, other relevant Government of Canada departments, nor Class Counsel can locate Class Members' contact details after employing best efforts to locate them, Manulife will make payment of the Additional Amount into a *cy-près* settlement fund to be paid in the Veteran's name to an agreed upon Veterans' charity or charities (to be determined by agreement between the Parties and as approved by the Court).

18. For deceased Class Members, Manulife shall make the payment in the manner as set out in paragraph 35.

19. With regard to Class Members who are bankrupt, nothing in this Agreement alters or supersedes the application of *Bankruptcy and Insolvency Act*, RSC, 1985, c. B-3.

20. Manulife will make payments to fifty (50)% of Class Members within one (1) year of the Final Order. Manulife will make payments to one hundred (100)% of Class Members, except estates, and Class Members who have filed appeals, within two (2) years of the Final Order. If Manulife is unable to meet these deadlines, the Defendant will advise the Court and Class Counsel prior to the deadline's expiration and request an extension.

Sharing of Personal Information

21. The Parties will together draft and obtain any additional Court orders to share any personal information of Class Members that may be required for the implementation of this Agreement.

Determination of Class Eligibility for Payment of the Additional Amount

22. For the purposes of Manulife's determination of potential eligibility as Class Members to receive payment of the Additional Amount and ongoing Benefits under this Agreement, "Zero Sum Members" are:

    a. Medically released CAF members whose monthly Benefits had been reduced to zero due to offsets during the first 24 months following their date of release;

    b. Medically released CAF members whose monthly Benefits had been reduced to zero due to offsets after the initial 24 months following their date of release; and

    c. Non-medically released CAF members whose monthly Benefits had been reduced to zero due to offsets, which then led to the termination of Benefits.

23. For the purposes of Manulife's determination of potential eligibility as Class Members to receive payment of the Additional Amount and ongoing Benefits under this Agreement, "Other Zero Sum Members" are medically and non-medically released CAF members who indicate they did not apply for Benefits, as they believed their CAF LTD benefit entitlement would have been zero ($0.00).

24. For Manulife to assess Zero Sum Members' eligibility as Class Members to receive payment of the Additional Amount, Zero Sum Members must provide Manulife the

following information within either six (6) months of the Final Order or three (3) months from the date on which Manulife requests such information from Zero Sum Members, whichever comes later:

a. Any employment earnings, business earnings/information or other financial or related information that Manulife requires to calculate any potential Benefits that may be owed to Zero Sum Members;

b. Any medical information or other information requested by Manulife in accordance with their assessment of Zero Sum Members' potential eligibility for Benefits during the initial 24 months following their date of release; and

c. Confirmation of their intent to join the Class should they meet the Class definition.

25. For Manulife to assess the eligibility of Other Zero Sum Members as Class Members to receive payment of the Additional Amount, Other Zero Sum Members must provide Manulife the following information, within six (6) months of the Final Order:

a. All personal, medical, financial, as well as any other information Manulife may request to first complete an assessment for a CAF LTD claim using the proper LTD Claim Form; and second, if applicable, to assess the Other Zero Sum Member's eligibility as Class Member; and

b. Confirmation of their intent to join the Class should they meet the Class definition.

Review and Appeal Processes

26. If this settlement is approved, an Associate Judge will be assigned by the Federal Court's administrator or by the Chief Justice of the Court, to conduct the appeals provided for in this Agreement (the "Associate Judge"). The Court may appoint one or more Associate Judges as required. Class Counsel and Defendant's Counsel will meet with the Associate Judge to develop an appeal process involving the Court.

27. If there is a dispute about the calculation of the Additional Amount ("Calculation Dispute"), the Class Member has 60 days from receipt of the payment of the Additional Amount to advise Manulife of the dispute and send them any supporting reports or records, and request a recalculation and an explanation. Manulife has 60 days to review and answer the dispute.

28. If Manulife's answer does not resolve the dispute, the Class Member may bring their Calculation Dispute before the Associate Judge to be heard in accordance with the appeal process, within 30 days of receipt of Manulife's answer.

29. If a dispute arises about whether a Zero Sum Member, including Other Zero Sum Members, is an eligible Class Member ("Zero Sum Dispute"), the Zero Sum Member has 60 days from receipt of a decision from Manulife to advise Manulife of the dispute and

send them any supporting reports or records, and request reconsideration. Manulife has 60 days to review and answer the dispute.

30. If Manulife's answer does not resolve the dispute, the Zero Sum Member may bring their Zero Sum Dispute before the Associate Judge to be heard in accordance with the appeal process, within 30 days of receipt of Manulife's answer.

31. If a dispute arises about whether a person is an eligible Class Member ("Eligibility Dispute"), that person may bring their Eligibility Dispute before the Associate Judge directly to be heard in accordance with the appeal process at any time within one (1) year of the Final Order. For greater clarity, an Eligibility Dispute includes a determination of whether the criteria for a monthly allowance had been met on the relevant date.

32. An Associate Judge's decision for Calculation Dispute, Eligibility Dispute or Zero Sum Dispute under this appeal process is final and is not subject to any further proceedings, appeal, or judicial review.

33. If there is a dispute about the value of IRB payable to a Class Member following VAC's recalculation of their IRB entitlement to account for the change in their CAF LTD benefit payments (the "Recalculation Dispute"), the Class Member may, upon application, request a review under section 83 of the *Veterans Wellbeing Act*. The Class Member has 60 days after the date on which they receive notice of VAC's recalculation decision to request a review, unless circumstances beyond the Class Member's control necessitate a longer period, pursuant to paragraph 68(1)(b) of the *Veterans Well-being Regulations*.

34. For greater certainty, the appeal process to the Associate Judge does not apply to any Recalculation Dispute.

Deceased Class Members

35. In cases of Class Members who have died prior to the time of payment, Manulife will make the payment of the Additional Amount directly to the individual or entity in the following order:

    a. The most recently identified beneficiary under SISIP's Basic Life Insurance, if the Class Member has such insurance (specifically, General Officer's Insurance Plan ("GOIP"); Reserve GOIP; Military Post Retirement Life Insurance Plan);

    b. The most recently identified beneficiary under SISIP's Optional Life Insurance, if the Class Member has such insurance (specifically: Optional Group Terms Insurance; Reserve Term Insurance Plan; Insurance for Released Member; Coverage After Release; Optional GOIP; Optional Reserve GOIP);

    c. The most recently listed beneficiary for the Supplemental Death Benefit under the *Canadian Forces Superannuation Act*; or

d. *Cy-près* settlement fund to be paid in the Veteran's name to an agreed upon Veterans' charity (to be determined by agreement between the Parties and as approved by the Court).

Class Member Inquiries

36. Any inquiries related to whether someone is on the Class list, review and appeal options for an Additional Amount payment, and any other inquiries arising from an Additional Amount payment, or the terms of this Agreement may be directed to a central hub (dedicated email address and phone number) located at Class Counsel's office.

Phase 1 Notice - Notice of Upcoming Settlement Approval Hearing

37. Class Members will be provided with a notice of the upcoming settlement approval hearing approved by the Court and in the manner set out below:

a. Manulife will distribute the Phase 1 Notice to the Class Members' last known address or using their last known preferred method of contact;

b. Class Counsel will publish the Phase 1 Notice on their website, and a link to the Notice which includes their website address will be placed on VAC and SISIP's websites;

c. VAC will post a Page Alert on MyVAC Account with a link to the Notice on Class Counsel's website; and

d. Class Counsel will email the Phase 1 Notice to Class Members for whom they have an email address.

38. The Defendant will pay the costs of providing the Notice, except for the cost of publishing notices on Class Counsel's website and delivering the emails to known Class Members.

Phase 2 Notice - Settlement Approval

39. Class Members will be provided with a notice of settlement approval approved by the Court and in the manner set out below :

a. Manulife will distribute the Phase 2 Notice to the Class Members' last known address or using their last known preferred method of contact;

b. Class Counsel will publish the Phase 2 Notice on their website, and a link to the Notice which includes their website address will be placed on VAC and SISIP's websites;

c. VAC will post a Page Alert on MyVAC Account with a link to the Notice on Class Counsel's website; and

d. Class Counsel will email the Phase 2 Notice to Class Members for whom they have an email address.

40. The Defendant will pay the costs of providing the Notice, except for the cost of publishing the notices on Class Counsel's website and delivering the emails to known class members.

Additional Amount Deductions

41. Manulife will deduct the Court approved amount for Class Counsel's fees and disbursements and HST ("Deducted Fees") from the Additional Amount payable to each class member, and pay the Deducted Fees to Class Counsel at the end of each month.

Releases

42. Class Members are deemed to provide a release in favour of the Defendant in the following form:

> IN CONSIDERATION of the Defendant's agreement to the terms of this Order, each Class Member does hereby release and forever discharge the Defendant and its officers, directors, employees, agents, parent, subsidiaries, affiliates, predecessors, successors, and assigns, jointly and severally, from any and all losses, damages, debts, liabilities, costs, claims, suits, actions, causes of action, and demands whatsoever which the Class Member ever had, now has, or which the Class Member or their heirs, executors, successors or assigns may at any time in the future have against the Defendant by reason or resulting from all claims raised or capable of being raised in this action.
>
> In particular, each Class Member does hereby release and forever discharge the Defendant and its officers, directors, employees, agents, parent, subsidiaries, affiliates, predecessors, successors, and assigns, jointly and severally, from any and all losses, damages, debts, liabilities, costs, claims, suits, actions, causes of action, and demands whatsoever which the Class Member ever had, now has, or which the Class Member or their heirs, executors, successors or assigns may at any time in the future have against the Defendant arising from all claims/amounts owing prior to July 17, 2012.

43. The Plaintiff hereby acknowledges, and the Class Members are hereby advised, that neither Class Counsel nor the Defendant or their counsel are providing any advice about the taxable nature of the Additional Amount, and/or other possible implications regarding VAC's management of overpayments.

44. All requirements of the *Income Tax Act*, RSC, 1985, c. 1, continue to apply, along with Manulife's obligations thereunder, including withholding or reporting, in making payments of the Additional Amount to Class Members.

Federal Court Approval of Class Counsel Fees and Disbursements

45. Class Counsel will seek the Court's approval for payment of disbursements and fees, in a separate motion, to be heard contemporaneously with the motion seeking approval of the Agreement, subject to the directions of the Court.

46. The Defendant will not take a position with respect to Class Counsel's motion for approval of payment of disbursements and fees without leave of the Court.

Language

47. Class Counsel will arrange and pay for a French language version of this Agreement and any Schedules to be prepared, to be reviewed also by CAF/DND. The French language version will not be required at the time of execution of the English language version of this Agreement. The French version shall be of equal weight and force at law.

Acknowledgements

48. The Parties each hereby affirm and acknowledge that:

    a. They or their representative with the authority to bind the Party with respect to the matters set forth herein has read and understood the Agreement;

    b. Their counsel has fully explained to them the terms of this Agreement and their effect;

    c. They or their representative with the authority to bind the Party fully understands each term of the Agreement and its effect; and

    d. No Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Agreement, with respect to that Party's decision to execute this Agreement.

Authorized Signatures

49. Each of the undersigned represents that they are fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified below their respective signatures and their law firm(s).

Counterparts

50. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when 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 the Agreement.

Motion for Directions and Ongoing Jurisdiction

51. The Parties may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Agreement.

52. All motions contemplated by this Agreement shall be on notice to the Parties.

53. The Court will retain and exercise continuing and ongoing jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Agreement.

54. The Parties agree to work collaboratively to obtain any additional Court Orders or directions to assist in the administration and payment of this class action.

Amendments and Termination

55. Except as expressly provided in the Agreement, no amendment may be made unless agreed to by the Parties in writing and approved by the Court.

56. This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled and the Court orders that the Agreement is completed.

57. This Agreement will be rendered null and void and no longer binding on the Parties in the event that the Court does not grant its approval at the settlement approval hearing.

DATED at Halifax, Nova Scotia (Class Counsel) and Ottawa, Ontario (Defence Counsel), this 22nd day of December 2022.

CONSENTED AS TO FORM AND CONTENT

ATTORNEY GENERAL OF CANADA

Department of Justice Canada
Atlantic Regional Office
Suite 1400, Duke Tower
5251 Duke Street
Halifax, NS B3J 1P3

Per: Lori Ward, Travis Henderson and Laura Rhodes

Tel: 902-426-4472
Fax: 902-426-2329
Email: travis.henderson@justice.gc.ca
Counsel for the Defendant

Daniel Wallace
Jillian Kean

McInnes Cooper
1300-1969 Upper Water St.
Purdy's Wharf Tower II
PO Box 730, Stn. Central
Halifax, NS, B3J 2V1

Tel: 902-444-8630
Fax: 902-425-6350
Email: Daniel.Wallace@mcinnescooper.com

Class Counsel

Schedule "B"

Notice of Settlement Approval

The Class Action Regarding the Calculation of Canadian Armed Forces long term disability benefits and dismemberment benefits under the Service Income Security Insurance Plan Policy 901102

Logan v His Majesty the King, Court File Number: T-1358-18

The Federal Court has approved the proposed Settlement Agreement in this class action.

What is this action about?

The Plaintiff and the Class say that the Defendant breached the terms of Division 2, Part III(B) of **Service Income Security Insurance Plan ("SISIP") Policy 901102 ("SISIP Policy")** by improperly calculating the monthly long term disability income benefit, and monthly income benefit – dismemberment.

Division 2, Part III(B) of SISIP Policy 901102 provides long term disability (LTD) and dismemberment insurance to members of the Regular Force and Reserve Force – Class C who were medically released from the Canadian Armed Forces ("CAF") on or after December 1, 1999, or were released on or after that date for other reasons, but are otherwise medically eligible.

In particular, the Plaintiff and the Class say the Defendant failed to include monthly allowances as part of the "member's monthly pay in effect on the date of release from the Canadian Forces" for the purposes of calculating the monthly income benefits of Regular Force Members, or "monthly pay in effect when the injury was incurred or the illness was contracted" in the case of a Reserve Force Class "C" member.

The Federal Court ruled in favour of the Class. The parties have negotiated the remaining terms in the Settlement Agreement. Following a hearing on April 13, 2023, the Federal Court approved the Settlement Agreement.

Who are the Class Members?

The Federal Court has defined the Class as follows:

> All former members of the Canadian Armed Forces who were released on or before December 31, 2021 and who on or after July 17, 2012 received, long term disability benefits and/or dismemberment benefits under Division 2, Part III(B) of SISIP Policy 901102, and had a monthly allowance from the Canadian Armed Forces in effect on the date of their release from the Canadian Armed Forces or, in the case of a Class "C" member, when the injury was incurred or the illness was contracted.

If you meet the above definition, you do not have to do anything to participate in this class action.

Any Class Member who previously opted out of this action may opt back into the action by contacting Class Counsel by * [60 days after notice of Final Order].

Any Class Member who has not already had the opportunity to opt out may do so by contacting Class Counsel by * [30 days after notice of Final Order]. A Class Member who opts out of this class action will not receive any benefit from it.

What does the Agreement provide?

On March 24, 2020, the Federal Court ruled that, when calculating monthly LTD benefits and dismemberment benefits, a Regular Force Member's monthly allowances in effect on the date of their release from the CAF (or in the case of a Reserve Force Class "C" member, when the injury was incurred or the illness was contracted) should be included in the Class Members' monthly pay.

The Agreement provides that Class Members will receive 100% of the additional amount resulting from this adjustment, less deductions for legal fees, disbursements and amounts withheld by Manulife for potential tax or on account of amounts owing to Manulife by a Class Member, for all monthly LTD benefits that the Class Member received between July 17, 2012 and December 31, 2021 inclusively.

The Agreement provides that the retroactive payment received by Class Members as a result of this class action will not reduce the Class Member's benefits previously received from VAC, specifically the Earning Loss Benefit or the Income Replacement Benefit (IRB).

For Class Members in receipt of ongoing monthly LTD benefits on January 1, 2022, those benefits will continue to be calculated with the inclusion of relevant monthly allowances in a Class Members' monthly pay up to the end of the LTD claim. Following the recalculation of LTD to account for the inclusion of relevant monthly allowances, VAC will recalculate the IRB amount payable to each Class Member who continues to be entitled to IRB.

There is an independent dispute resolution process for individuals who do not agree with the amount of the payment received.

What will I have to do to make a claim?

You do not have to do anything to make a claim. Your payment will be calculated automatically and you will receive a direct payment from Manulife.

How do I get more information?

This notice summarizes the Agreement. More details are in the settlement agreement. You can get a copy of the agreement at: https://www.mcinnescooper.com/services/sisip-ltd-allowances-class-action/

You may also seek legal advice from lawyers representing the Representative Plaintiff and the Class concerning the Agreement and your claim at no cost to you.

sisipclassaction@mcinnescooper.com
(902)444-8417

SISIP Class Action
McInnes Cooper
PO Box 730, Halifax, NS
B3J 2V1

Annexe B

Avis d'approbation du règlement

Recours collectif concernant le calcul des prestations d'assurance invalidité prolongée et des prestations de mutilation en vertu de la police numéro 901102 du Régime d'assurance-revenu militaire des Forces armées canadiennes

Logan contre Sa Majesté le Roi, numéro de dossier de la Cour : T-1358-18

La Cour fédérale a approuvé l'accord de règlement proposé dans le cadre du recours collectif.

Quel est l'objet du recours ?

Le demandeur et le groupe affirment que le défendeur a enfreint les dispositions de la section 2, partie III(B) de la **police numéro 901102 (la police) du Régime d'assurance-revenu militaire (RARM)** en calculant incorrectement les prestations mensuelles d'assurance invalidité prolongée (AIP) et les prestations mensuelles d'indemnité de mutilation.

La section 2, partie III(B) de la police numéro 901102 du RARM offre une assurance invalidité prolongée et d'indemnité de mutilation aux membres de la Force régulière et de la Force de réserve - Classe « C » qui ont été libérés des Forces armées canadiennes (FAC) pour des raisons médicales le 1er décembre 1999 ou ultérieurement, ou qui ont été libérés à cette date ou ultérieurement pour d'autres raisons, mais qui sont autrement médicalement admissibles.

En particulier, le demandeur et le groupe affirment que le défendeur a omis d'inclure les indemnités mensuelles dans la « solde mensuelle du membre à la date de libération des Forces canadiennes » aux fins du calcul des prestations de revenu mensuelles des membres de la Force régulière, ou dans la « solde mensuelle en vigueur au moment où la blessure est survenue ou que la maladie a été contractée » dans le cas d'un membre de classe « C » de la Force de réserve.

La Cour fédérale a statué en faveur du groupe. Les parties ont négocié les conditions restantes dans l'accord de règlement. À la suite d'une audience qui s'est tenue le 13 avril 2023, la Cour fédérale a approuvé l'accord de règlement.

Qui sont les membres du groupe ?

La Cour fédérale a défini le groupe comme suit :

> Tous les anciens membres des Forces armées canadiennes qui ont été libérés le ou avant le 31 décembre 2021 et qui, le ou après le 17 juillet 2012 ont reçu, des prestations d'invalidité prolongée et/ou des prestations de mutilation en vertu de la section 2 de la partie III(B) de la police du RARM No 901102, et qui ont eu un indemnité mensuelle des Forces armées canadiennes en vigueur à la date de leur libération des Forces armées canadiennes ou, dans le cas d'un membre en service

de réserve de classe « C », au moment où la blessure est survenue ou que la maladie a été contractée.

Si vous êtes visé par la définition qui précède, vous n'avez rien besoin de faire pour participer au présent recours collectif.

Tout membre du groupe qui s'est précédemment retiré du recours peut choisir de s'y réinscrire en contactant les avocats du groupe avant le * [60 jours après la date de l'avis de l'ordonnance finale].

Tout membre du groupe qui n'a pas encore eu la possibilité de se retirer peut le faire en contactant les avocats du groupe au plus tard le * [30 jours après la date de l'avis de l'ordonnance finale]. Un membre du groupe qui se retire du présent recours collectif ne recevra aucune des prestations qui en résultent.

Que prévoit l'accord ?

Le 24 mars 2020, la Cour fédérale a statué que, lors du calcul des prestations d'assurance invalidité prolongée et d'indemnité de mutilation, les indemnités mensuelles d'un membre de la Force régulière en vigueur à la date de sa libération des Forces armées canadiennes (ou, dans le cas d'un membre en service de réserve de classe « C », au moment où la blessure est survenue ou que la maladie a été contractée) devraient être incluses dans la solde mensuelle du membre du groupe.

L'accord prévoit que les membres du groupe recevront 100 % du montant supplémentaire résultant de cet ajustement, moins les déductions pour frais juridiques, les débours et les montants retenus par Manuvie pour un impôt potentiel ou au titre des montants que lui doit un membre du groupe, et ce pour toutes les prestations d'assurance invalidité prolongée mensuelles que le membre du groupe a reçues entre le 17 juillet 2012 et le 31 décembre 2021 inclusivement.

L'accord prévoit que le paiement rétroactif reçu à la suite du présent recours collectif ne réduira pas les prestations que le membre du groupe a déjà reçues d'ACC, notamment l'allocation pour perte de revenus ou la Prestation de remplacement du revenu (PRR).

Pour les membres du groupe qui recevaient des prestations mensuelles continues d'AIP le 1er janvier 2022, ces prestations continueront d'être calculées en incluant les indemnités mensuelles pertinentes dans la solde mensuelle du membre du groupe jusqu'à la fin de la demande de prestations d'AIP. Après avoir recalculé les prestations d'AIP pour tenir compte de l'inclusion des indemnités mensuelles pertinentes, ACC recalculera le montant de la PRR payable à chaque membre du recours collectif qui continue d'avoir droit à la PRR.

Il existe une procédure indépendante de règlement des différends pour toute personne qui n'est pas d'accord avec le montant reçu.

Que dois-je faire pour présenter une demande?

Vous n'avez rien à faire pour présenter une demande. Votre paiement sera calculé automatiquement et vous le recevrez directement de Manuvie.

Comment obtenir plus d'informations ?

Le présent avis résume ce qui se trouve dans l'accord de règlement. Le texte de l'accord contient davantage de précisions. Vous pouvez en obtenir une copie à l'adresse suivante : https://www.mcinnescooper.com/services/sisip-ltd-allowances-class-action/

Vous pouvez également demander des conseils juridiques aux avocats du demandeur et du groupe concernant l'accord et votre demande, sans frais pour vous.

sisipclassaction@mcinnescooper.com
(902) 444 8417

Recours collectif RARM (SISIP Class Action)
McInnes Cooper
CP 730, Halifax, N.-É
Canada B3J 2V1

Schedule "C"

Notice Plan for Court approved Settlement

1. Class Members will be provided with a notice of the settlement approved by the Court in the manner set out below:

    a. Manulife will distribute the Phase 2 Notice to the Class Members' last known address or using their last known preferred method of contact;

    b. Class Counsel will publish the Phase 2 Notice on their website, and a link of their website will be placed on VAC and SISIP's websites;

    c. VAC will post a Page Alert on MyVAC Account with a link to the Notice on Plaintiffs' Counsel's website; and

    d. Class Counsel will email the Phase 2 Notice to Class Members for whom they have an email address.

2. The Defendant will pay the costs of providing the Notice, except for the cost of publishing notices on Class Counsel's website and delivering the emails to known Class Members.

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-1358-18
STYLE OF CAUSE:	SIMON LOGAN v. HIS MAJESTY THE KING
PLACE OF HEARING:	HALIFAX, NOVA SCOTIA
DATE OF HEARING:	APRIL 13, 2023
JUDGMENT AND REASONS:	SOUTHCOTT J.
DATED:	APRIL 24, 2023

APPEARANCES:

Daniel Wallace Jillian Kean	COUNSEL FOR THE CLASS
Brian Casey	COUNSEL FOR THE CLASS COUNSEL
Lori Ward Travis Henderson	COUNSEL FOR THE DEFENDANT

SOLICITORS OF RECORD:

McInnes Cooper Halifax, NS	COUNSEL FOR THE CLASS
Boyne Clarke Dartmouth, NS	COUNSEL FOR THE CLASS COUNSEL
Deputy Attorney General of Canada Halifax, NS	COUNSEL FOR THE DEFENDANT