

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)

MONDAY, THE 23rd

)

)

DAY OF AUGUST, 2021

JUSTICE BELOBABA

)

SHANE HALE

- and -

SPECTRUM EVENT MEDICAL SERVICES (GP) INC.

ORDER

(CERTIFICATION AND SETTLEMENT APPROVAL)

THIS MOTION, made by the Plaintiff on consent, for an order certifying this action as a class proceeding, appointing Shane Hale as the representative plaintiff, approving the Settlement Agreement between the parties dated May 27, 2021 and attached to this order as **Appendix 1** (the “Settlement Agreement”) and dismissing this action (“Action”) as against the Defendant, was heard this day by video conference.

ON READING the materials filed, including the Settlement Agreement and the Proposed Distribution and Notice Plan attached to this order as **Appendix 2** (the “Distribution and Notice Plan”) and on hearing the submissions of counsel for the Plaintiff and Defendant;

AND ON BEING ADVISED that the parties consent to this Order, without any admission of liability by the Defendant (which liability the Defendant denies) whatsoever:

Certification and Class Definition

1. **THIS COURT ORDERS** that this proceeding is hereby certified as a Class Proceeding with respect to the causes of action set out in the Amended Statement of Claim.

2. **THIS COURT ORDERS** that the Class consists of:

All paramedics identified as independent contractors who worked for Spectrum Event Medical Services (GP) Inc., or one of the companies Spectrum Event Medical Services (GP) Inc. acquired, since the year 2000 to the date of the certification of this action who have not filed a complaint with the Ministry of Labour relating to the matters in question unless it was properly withdrawn. This definition includes but is not limited to Emergency First Responders, Primary Care Paramedics, Advanced Care Paramedics, and any other individuals providing (or who provided at any point during the Class Period) event paramedical services to the Defendant on an independent contractor basis during the Class Period.

Representative Plaintiff and Class Counsel

3. **THIS COURT ORDERS** that Shane Hale is hereby appointed representative plaintiff on behalf of all Class Members and that Monkhouse Law and Ross McBride LLP are hereby appointed as co-counsel to the Class.

Common Issues

4. **THIS COURT ORDERS** that the common issues are the following:

1) Did the actual circumstances of the relationship between the Defendant and the Class Members constitute an employer/employee relationship, such that the Class Members were in fact employees of the Defendant and not “independent contractors”?

2) If the answer to (1) is “yes”, is the Defendant liable to the Class for any amounts or benefits pursuant to the *Employment Standards Act, 2000* (Ontario) (including but not limited to unpaid vacation pay, public holiday pay and overtime)?

3) If the answer to (1) is “yes”, what are the terms (express or implied or otherwise) of the Class Members’ contracts of employment with the Defendant regarding:

- (a) regular and overtime hours of work;
- (b) recording of the hours worked by the class members;
- (c) payment of hours worked by class members;
- (d) lieu time as purported compensation for overtime hours worked; and/or,
- (e) any other amount or benefit arising pursuant to the *Employment Standards Act, 2000* (Ontario)?

4) Did the Defendant breach any such contractual terms (express or implied or otherwise) and if so, how? Without limiting the generality of the foregoing, are the Class Members owed damages for:

- (a) unpaid overtime;
- (b) compensation below minimum wage;
- (c) vacation pay;
- (d) public holiday pay and premium pay; and/or
- (e) any other amount or benefit arising pursuant to the *Employment Standards Act, 2000* (Ontario)?

5) Did the Defendant have a duty (in contract or otherwise) to prevent Class Members from working, or a duty not to permit or encourage Class Members to work, overtime hours for which they were not properly compensated or for which the Defendant would not pay?

(a) If such a duty existed, did the Defendant breach that duty?

6) Did the Defendant have a duty (in contract or otherwise) to accurately record and maintain

a record of all hours worked by Class Members to ensure that Class Members were appropriately compensated for same?

(a) If such a duty existed, did the Defendant breach that duty?

7) Did the Defendant have a duty (in contract or otherwise) to implement and maintain an effective and reasonable system or procedure which ensured that the duties in Common Issues 5 and 6 were satisfied for all Class Members, to the extent those duties existed?

(a) If such a duty existed, did the Defendant breach that duty?

8) Is the Defendant liable for any Canada Pension Plan or *Employment Insurance Act* contributions which it may have paid or are owed resulting from the failure of the Defendant to pay statutory contributions? If the Defendant is so liable, must it reimburse the Class Members for the amount of the statutory contributions?

9) If liability is established, are aggregate damages available?

10) If the answer to Common Issue 9) is yes:

(a) What is the most efficient method to assess those aggregate damages? Without limiting the generality of the foregoing, can aggregate damages be assessed in whole or in part on the basis of statistical evidence, including statistical evidence based on random sampling?

(b) What is the quantum of aggregate damages owed to Class Members or any part thereof?

(c) What is appropriate method or procedure for distributing the aggregate damages

award to Class Members?

11) Was the position of the Defendant relative to the Class Members one of a fiduciary such

that the Defendant owed a fiduciary duty to the Class Members?

(a) If such a duty existed, did the Defendant breach that duty?

(b) If such a duty existed and the Defendant breached that duty, should any profits made through such a breach be disgorged?

Notification and Opting Out

5. **THIS COURT ORDERS** that the form of notice of this certification order, the manner of giving notice and all other related matters are approved as set out in the Distribution and Notice Plan.
6. **THIS COURT ORDERS** that Class Members may not opt out after December 1, 2021.

Settlement Agreement

7. **THIS COURT ORDERS** that the Settlement Agreement is incorporated by reference into this Order and that unless otherwise defined in this Order, capitalized terms in this Order shall have the meanings set out in the Settlement Agreement.
8. **THIS COURT ORDERS** that in the event of conflict between this Order and the Settlement Agreement, this Order shall prevail.
9. **THIS COURT ORDERS** that the Settlement Agreement is fair and reasonable and in the best interests of the Class and is hereby approved, and shall be implemented in accordance with its terms.
10. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Class including those persons who are minors or

mentally incapable and the requirements of Rule 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with respect of this Proceeding.

11. **THIS COURT ORDERS AND DECLARES** that the Releasors forever and absolutely release the Releasees from the Released Claims.

12. **THIS COURT ORDERS AND DECLARES** that the Releasors agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims, including any claims known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, on account of, or in any way related to, the misclassification and employment of Class Members, including but not limited to any past or future claims for wages, overtime pay, vacation pay, public holiday pay, or claims arising from or after any cessation of the Defendant's business, whether arising under contract, statute, or at common law.

13. **THIS COURT ORDERS AND DECLARES** that in consideration of the payments made to the Class set out in the Settlement Agreement, each Releasor has released and shall be conclusively deemed to have forever and absolutely release the Releasees from all Released Claims.

14. **THIS COURT ORDERS** that for the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will Retain an ongoing supervisory role and the Defendant attorns to the jurisdiction of this Court for the purposes of implementing, administering and enforcing the Settlement Agreement and this Order and subject to the terms and conditions set out in the Settlement Agreement and this Order.

Distribution and Notice Plan

15. **THIS COURT ORDERS** that the Distribution and Notice Plan, is incorporated by reference into this Order and that unless otherwise defined in this Order, capitalized terms in this Order shall have the meanings set out in the Distribution and Notice Plan.
16. **THIS COURT ORDERS** that in the event of conflict between this Order and the Distribution and Notice Plan, this Order shall prevail.
17. **THIS COURT ORDERS** that the Distribution and Notice Plan is fair and reasonable and in the best interests of the Class and is hereby approved, and shall be implemented in accordance with its terms.
18. **THIS COURT ORDERS** that the Claims Administrator shall be Monkhouse Law. Monkhouse Law shall charge no fees or disbursements for the work performed for the implementation of the Distribution and Notice Plan.
19. **THIS COURT ORDERS** that the Referee shall be Mika Imai of Karimjee Law, whose biography is attached as **Appendix 3** of this Order.
20. **THIS COURT ORDERS** that the Claims Administrator shall provide notice of this order pursuant to the Distribution and Notice Plan, facilitate the claims administration process and report to the Court and Parties in accordance to the terms of the Settlement Agreement.
21. **THIS COURT ORDERS AND DECLARES** that no person may bring any action or take any proceeding against the Claims Administrator or the Referee or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the implementation of this Order

or the administration of the Settlement Agreement and this Order except with leave of the Court.

22. **THIS COURT ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

23. **THIS COURT ORDERS** that the Short Form and Long Form Notice of Settlement Approval are hereby approved substantially in the form attached as Schedule “A” and Schedule “B” of the Distribution and Notice Plan and the notice shall be disseminated in accordance to the Distribution and Notice Plan.

24. **THIS COURT ORDERS** that the Notice of Opting-Out, as attached as Schedule “C” of the Distribution and Notice Plan is approved.

25. **THIS COURT ORDERS** that the Notice of Opting-Out, as attached as Schedule “D” of the Distribution and Notice Plan is approved.

26. **THIS COURT ORDERS** that the claim deadline is set at January 1, 2022, and any claim forms submitted after that date shall be invalid, subject only to the Claims Administrator reasonably exercising its discretion to accept late claim forms for up to 15 days after January 1, 2022 where the Class Member submitting a late claim form has a reasonable explanation for the late delivery of the claim.

Production of Information

27. **THIS COURT ORDERS** that this Order constitutes an Order compelling the production of information by the Defendants within the meaning of applicable privacy laws, including that it satisfies the requirements of section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5.

28. **THIS COURT ORDERS** that this Order does and is deemed to comply with any requirements under applicable privacy laws for the Defendants to provide any notice to persons of disclosure of the information required by this Order without consent.

29. **THIS COURT ORDERS** that the Defendant be and is hereby released from any and all obligations pursuant to any and all applicable privacy laws, including common law, statutes and regulations in relation to the disclosure of personal information.

Class Counsel Fees and Disbursements

30. **THIS COURT ORDERS** that the fees and disbursements of Class Counsel are hereby fixed at \$200,000, being \$163,796.12 as legal fees; \$21,293.50 as HST on legal fees and \$14,910.38 for disbursements inclusive of HST, which are a first charge on the Settlement Amount, and may be deducted from the balance as provided in the Distribution and Notice Plan.

Honorarium

31. **THIS COURT ORDERS** that the Plaintiff is awarded a \$6,000 honorarium for the contributions that he made in the prosecution of the action for the benefit of the Class as a whole and the personal impact of the action on the Plaintiff, and this amount shall be paid from the Settlement Amount by Class Counsel as provided in the Distribution and Notice Plan.

32. **THIS COURT ORDERS** that in the event that the Settlement Agreement is terminated in accordance to its terms, this Order shall be declared null and void on subsequent motion made on notice.

33. **THIS COURT ORDERS AND ADJUDGES** that, save as aforesaid, this Action be and is hereby dismissed without costs and with prejudice.

Signed: *Justice Edward Belobaba*

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

APPENDIX 1

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

SHANE HALE

Plaintiff

- and -

SPECTRUM EVENT PARAMEDICAL SERVICES (GP) INC.

Defendant

SETTLEMENT AGREEMENT

RECITALS

A. WHEREAS the Plaintiff commenced the Action in Court File No. CV-20-00644771-00CP, which alleges that the Defendant misclassified Class Members as independent contractors rather than employees;

B. AND WHEREAS the Plaintiff has brought a motion to certify the Action as a class proceeding;

C. AND WHEREAS the Defendant named in the style of cause is incorrect, and should be named as Spectrum Event Medical Services (GP) Inc. (together with the Predecessor Entities defined herein, “SEMS”);

D. AND WHEREAS the Defendant intends to oppose certification of this Action as a class proceeding;

E. AND WHEREAS the Defendant denies the allegations in the Action and believes it has good and reasonable defences to the Plaintiff’s claim;

F. AND WHEREAS the Defendant asserts that it would actively pursue these defences through trial and, if necessary, on appeal, if the Plaintiff continued the Action against it;

G. AND WHEREAS the Defendant accepts, for the limited purposes of the Settlement of the Action as set out herein, that it is legally responsible for the event paramedical services contracts and/or businesses it took over and/or acquired from Ontario Patient Transfer, Event Medical Staffing, Parkview Emergency Services Limited, and Community Patient Transfer Group,

and the Paramedics classified by those entities as independent contractors at the time they carried out event paramedical services for those entities;

H. AND WHEREAS the Parties (as defined herein) have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of this litigation and to achieve final resolutions of all claims that have been asserted, or which could have been asserted, against the Defendant by the Plaintiff on his own behalf and on behalf of the Class (as defined below), and to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy;

I. AND WHEREAS counsel for the Defendants and Class Counsel have engaged in extensive arm's-length settlement discussions and negotiations (including but not limited to a one-day mediation before the Honourable Warren K. Winkler) in respect of this Settlement Agreement and the Full and Final Release attached as Appendix "B" hereto;

J. AND WHEREAS as a result of these settlement discussions and negotiations, the Parties have entered into this Settlement Agreement, including agreeing to the terms of the Full and Final Release attached as Appendix "B", which embody all of the terms and conditions of the settlement between the Parties, both individually and on behalf of the Class, subject to approval of the Ontario Court;

K. AND WHEREAS the Plaintiff has agreed to accept this settlement in part because of the Settlement Amount to be provided by the Defendants under this Settlement Agreement, as well as the attendant risks of litigation in light of the defences that may be asserted by the Defendants;

L. AND WHEREAS the Parties and their counsel agree that neither this Settlement Agreement, nor the Full and Final Release, nor any statement made in the negotiations leading thereto shall be deemed or construed as an admission by or evidence against the Defendant or evidence of the truth of any of the Plaintiff's allegations;

M. AND WHEREAS the Plaintiff and his counsel have reviewed and fully understand the terms of this Settlement Agreement and the Full and Final Release and, based on a thorough analysis of the applicable facts and law, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with trial and appeal, the Plaintiff and his counsel have concluded that this Settlement Agreement and the accompanying Full and Final Release are fair, reasonable, and in the best interests of the Plaintiff and the Class Members;

N. AND WHEREAS the Defendant is entering into this Settlement Agreement to achieve a final resolution of all claims in respect of the classification and employment of paramedics which have been asserted, or which could have been asserted, against the Defendant by the Plaintiff and the Class Members, and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation;

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

P. AND WHEREAS for the purposes of settlement only and contingent on an order by the Court as provided for in this Settlement Agreement, the Plaintiff has consented to a dismissal of the Action against the Defendant;

NOW THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and in the Full and Final Release, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action be dismissed against the Defendant on the merits with prejudice, subject to the approval of the Ontario Court, on the following terms and conditions:

TERMS AND CONDITIONS

1. For the purpose of this Settlement Agreement only, including the Appendices hereto:

(a) *Action* means the action issued in the Ontario Superior Court of Justice, *Shane Hale v. Spectrum Event Paramedical Services (GP) Inc.*, bearing Court File No. CV-20-00644771-00CP.

(b) *Administrative Expenses* means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiff, Class Counsel, or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, the costs of translation of the notices if necessary, and the fees and expenses of the Claims Administrator and the Referee, but excluding Class Counsel Fees.

(c) *Approval Hearing* means the hearing of the motion before the Ontario Court for the approval of this Settlement Agreement.

(d) *Class* or *Class Members* means all paramedics identified as independent contractors who worked for Spectrum Event Medical Services (GP) Inc., or one of the companies Spectrum Event Medical Services (GP) Inc. acquired, since the year 2000 to the date of the certification of this action who have not filed a complaint with the Ministry of Labour relating to the matters in question unless it was properly withdrawn. This definition includes but is not limited to Emergency First Responders, Primary Care Paramedics, Advanced Care Paramedics, and any other individuals providing (or who provided at any point during the Class Period) event paramedical services to the Defendant on an independent contractor basis during the Class Period.

(e) *Class Counsel* means Monkhouse Law and Ross & McBride LLP.

(f) *Class Counsel Fees* means the fees, disbursements, HST, and other applicable taxes or charges of Class Counsel.

(g) *Class Period* means January 1, 2000 to the date of certification of the Action.

(h) *Common Issues* means the common issues listed at Schedule “A” to this Settlement Agreement.

(i) *Counsel for the Releasee* means McCarthy Tétrault LLP.

- (j) *Defendant* means Spectrum Event Medical Services (GP) Inc. The Parties acknowledge and agree that the entity named as defendant in the style of cause, Spectrum Event Paramedical Services (GP) Inc., is incorrect and does not exist.
- (k) *Effective Date* means the date when a final Order has been received from the Ontario Court approving the Settlement Agreement.
- (l) *Final Order* means the final order entered by the Court in respect of the approval of this Settlement Agreement, once the time to appeal such order has expired without any appeal being taken, if a right of appeal exists, or, if an appeal from a final order is taken, once there has been affirmation of the approval of this Settlement Agreement upon a final disposition of all appeals.
- (m) *Justice Winkler* means the Honourable Justice Warren K. Winkler.
- (n) *Notice of Settlement Approval* means the form of notice, agreed to by the Parties, or such other form as may be approved by the Court, which informs the Class of the approval of this Settlement Agreement, and how to make a claim.
- (o) *Ontario Court* or *Court* means the Ontario Superior Court of Justice.
- (p) *Party* and *Parties* means the Defendant, the Plaintiff, and, where necessary, the Class Members.
- (q) *Plaintiff* means Shane Hale.
- (r) *Person* means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (s) *Released Claims* means any and all manner of claims, proceedings, demands, actions, suits, causes of action, whether class, individual or otherwise in nature (whether or not any Class Member has objected to the Settlement or this Release or makes a claim upon or received a payment from the Settlement Amount, whether directly, representatively, derivatively or in any other capacity), whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (including Class Counsel's fees and disbursements), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, on account of, or in any way related to, the misclassification and employment of Class Members, including but not limited to any past or future claims for wages, overtime pay, vacation pay, public holiday pay, or claims arising from or after any cessation of the SEMS business, whether arising under contract, statute, or at common law.

(t) *Releasees* means Spectrum Event Medical Services (GP) Inc. and each of its past and present parents, subsidiaries, affiliates, partners, insurers, and all other persons, partnerships, or corporations with whom any of the foregoing have been, or are now, affiliated, and each of their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, and insurers, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

(u) *Releasors* means, jointly and severally, individually and collectively, the Plaintiff and the Class Members and all of their past and present heirs, beneficiaries, executors, administrators, trustees, servants, agents, successors, assigns, and representatives, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the heirs, beneficiaries, executors, administrators, trustees, servants, agents, successors, assigns, and representatives of the foregoing, other than Persons who validly and timely opt out or have already validly and timely opted out of the Action.

(v) *Settlement Agreement* means this settlement agreement and all appendices thereto.

(w) *Settlement Amount* means \$500,000, all inclusive.

2. This Settlement Agreement shall be null and void and of no force or effect unless the Ontario Court approves this Settlement Agreement.

3. The Parties shall use their best efforts to effect this Settlement and to secure the prompt, complete and final dismissal with prejudice of the Action against the Defendant.

4. The Parties agree that the Settlement applies to all possible claims covered by the Action and arising out of or relating to the misclassification and employment of Class Members with SEMS during the Class Period. For greater certainty, the Class Members will forever be barred from advancing any claims that were raised or could have been raised in this Action during the Class Period, including, but not limited to, any claims for unpaid minimum wage earnings, vacation pay, public holiday pay, or overtime pay, directly or indirectly against SEMS by way of any proceedings or procedure, whether Court-based or administrative, including, but not limited to, any complaints or proceedings with the Ministry of Labour or the Canada Revenue Agency, or under the *Employment Standards Act, 2000*, S.O. 2000, and amendments thereto or any successor legislation thereto, or by way of advancing a claim against any person or entity who might in any manner or form claim contribution and indemnity at common law or in equity, or under provision of any statute or regulation, including the *Negligence Act* or amendments thereto, and/or any successor legislation thereto, and/or under the Ontario *Rules of Civil Procedure*.

5. For clarity, this Settlement applies to and binds all Class Members for all past and future claims that were raised or could have been raised arising out of or relating to the classification of the class members' work with SEMS (i.e., whether a worker was an independent contractor or employee) at any point in time, whether during the Class Period or in the future.

6. At a time mutually agreed to by the Parties after this Settlement Agreement is executed, the Plaintiffs shall bring a motion before the Court for an order certifying the Action with the common issues attached as **Schedule "A"**, on consent, for settlement purposes only, and for an

order approving short and long-form Notices of Certification, Proposed Settlement and Approval Hearing, all of which are to be prepared by the Plaintiff.

7. As part of the motion set out in section 6, the Plaintiff will file a fresh as amended statement of claim limiting the damages claims of Class Members to the Settlement Amount.

8. In the event that the Court indicates an order certifying the Action may not be granted in a form that is conditional on eventual settlement approval, the Parties shall immediately withdraw the motion, and the Parties shall instead seek a date to proceed with a further mediation with Justice Winkler.

9. The Notices of Certification, Proposed Settlement and Approval Hearing shall be disseminated to the Class in accordance with a notice protocol put forward by the Plaintiff and/or ordered by the Court.

10. As soon as practicable after the Notices of Certification, Proposed Settlement and Approval Hearing has been disseminated, the Plaintiffs shall file a motion in the Ontario Court for an order approving this Settlement Agreement.

11. The short and long-form Notices of Settlement Approval shall be prepared by the Plaintiff and shall be disseminated to the Class in accordance with a Notice Protocol approved by the Court in the Certification Order.

12. Within thirty days of the execution of this Settlement Agreement, the Defendant will pay the Settlement Amount to Class Counsel, in trust, for the benefit of the Class, in full satisfaction of all of the Released Claims against the Releasees, including all applicable taxes and disbursements, contingent on the issuance of the Final Order, including dismissal of the Action as of the Effective Date.

13. The Defendant shall have no obligation to pay any amount in addition to the Settlement Amount for any purpose whatsoever.

14. SEMS will provide to Class Counsel, to the extent known and available, a list of Class Members, including their names, last known contact information, and the amount(s) paid out to each of them in each year such person was engaged by SEMS during the Class Period. Such information will include non-redacted information on the earnings, overtime pay, vacation pay and public holiday pay amounts that would be owing to each Class Member if they were classified as an employee rather than an independent contractor, as well as any other documents identified by Class Counsel as being required to administer payment of Settlement monies to Class Members, to the extent such information is currently available to SEMS. SEMS agrees to make best efforts to search its records for last-known contact information of Class Members prior to 2015. Class Counsel expressly acknowledges the sufficiency of SEMS' efforts to provide such contact information even if little or none exists.

15. The Defendant will provide the information described in section 14 to Class Counsel only pursuant to orders from the Ontario Court obtained in accordance with this Settlement Agreement.

16. Class Counsel shall use the information described in section 14 solely for the purpose permitted by valid Court orders and applicable privacy laws, and not for any other purpose. Class Counsel shall maintain confidentiality over and shall not share the information with any other person, including but not limited to any lawyer, unless doing so is necessary for effecting any part of this Settlement Agreement and facilitating the claims administration process.

17. The Parties agree that, whether this Settlement Agreement is finally approved or is terminated, this Settlement Agreement, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to constitute an admission of liability on the part of the Defendant with respect to any of the matters in issue in the Action.

18. The Defendant specifically denies that the Settlement Amount is whatsoever commensurate with the amount that would have been payable, if liability had been admitted or proven, to members of the Class on account of damages, interest and costs, or any combination thereof. The Parties agree that the Settlement Amount exceeds the amount that would have been payable on that account if liability had been admitted or proven but is payable for the sole purpose of resolving the Action at a preliminary stage.

19. The Defendant, the Plaintiff, and Class Counsel shall have the right to terminate this Settlement Agreement, in the event that:

- (a) the Ontario Court declines to approve this Settlement Agreement or any material term or part thereof; or
- (b) the form and content of the Final Order approved by the Ontario Court fails to comply in any material respect with the terms of this Settlement Agreement.

20. The Parties agree to the following procedure for opting out of the Action:

- (a) A Class Member may opt out of the Action by sending a written notice, by email, fax, mail or courier to the Claims Administrator, who is to be appointed by Class Counsel.
- (b) An opt out notice must be received by the Claims Administrator by no later than 11:59 p.m. EST on the date that is 60 (sixty) days after the date the Notices of Certification, Proposed Settlement and Approval Hearing are first disseminated.
- (c) The notice of opt out shall contain:
 - (i) the full name, mailing address, and telephone number of the Class Member; and
 - (ii) a statement indicating whether the Class Member intends to bring an individual civil action against SEMS alleging any or all of the Released Claims.
- (d) The Claims Administrator shall provide to Class Counsel and counsel for SEMS the names of the persons who have delivered opt out notices and a copy of the opt out

notices, by no later than 11:59 p.m. EST on the date that is 70 (seventy) days after the Notices of Certification, Proposed Settlement and Approval Hearing are first disseminated.

21. The Defendant shall have the right to terminate this Settlement Agreement in the event that there are more than a total of four (4) valid notices of opt out from Class Members that include statements that the Class Member intends to bring an individual civil action against SEMS alleging any or all of the Released Claims.

22. If the Settlement Agreement is terminated or otherwise fails to take effect for any reason, the Parties agree the following conditions apply:

(a) any order certifying this action as a class proceeding or approving any aspect of this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;

(b) Class Counsel shall transfer the Settlement Amount to counsel for the Defendant, less any costs incurred by Class Counsel in respect of the Court-approved notices to the Class. Class Counsel will provide an accounting to the Defendant of these costs, including supporting documentation;

(c) all negotiations, statements, and proceedings relating to the settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before it was executed; and

(d) the Parties expressly do not waive but instead reserve all of their respective rights if the Ontario Court does not approve this Settlement Agreement.

23. Mr. Hale and Class Counsel agree not to disparage SEMS or its related or affiliated businesses. SEMS agrees not to say anything specific about Mr. Hale with regard to having commenced the Action or Class Counsel for their involvement in the Action. Class Counsel agree that they will include a non-disparagement clause as a condition of any disbursement of the Settlement to a Class Member.

24. Except to the extent that disclosure to Class members is required, this Settlement (and the fact of it) shall be kept confidential until approved by the Court. The Parties understand that Class Counsel will have to (i) email those class members who have signed up to get notifications about the Action and (ii) establish on their website publically available information about the Settlement so that Class members can access this information and be directed to it. However, neither Party will go further to advertise the Settlement prior to Court approval.

25. The Parties acknowledge and agree that SEMS does not currently have, and has not for at least three months had, any workers doing work who would fall within the Class. The Parties acknowledge and agree that SEMS does not intend to stay in business going forward (and as such, is not and does not intend to offer any remunerative opportunities, work, hours, shifts, etc. or maintain any form of relationship whatsoever with any Class Member). However, to the extent SEMS engages in the provision of event paramedical services in the future, SEMS agrees that any workers it hires in the future to perform such work in the same position(s) held by Class Members

will be classified and treated as employees. For clarity, nothing in this paragraph is an admission of liability by SEMS.

26. The Defendant agrees that it will take no position on Class Counsel asking for a honorarium for Mr. Hale up to \$6,000 (the "Honorarium") from the Settlement Amount. If this Honorarium is not granted, such monies will revert to the Class as part of the Settlement Amount.

27. The Defendant agrees that from the Settlement Amount, the Plaintiff will suggest a reasonable method of distribution of such monies to the Class (the "Distribution Plan"), with which the Defendant will only take issue if it is unreasonable. If there is disagreement on methodology, then such issue will be determined by Justice Winkler as set out below.

28. The Distribution Plan will set out the mechanism for determination and payment of Class Counsel Fees, subject to approval by the Court. The Defendant agrees that Class Counsel Fees will be requested to the Court in an amount no greater than 1/3rd of the Settlement Amount plus HST and disbursements, and it agrees to support such a request and not to challenge the request or make any submissions other than supporting the request to the Court.

29. Monkhouse Law will hold all funds, other than approved legal fees, in their trust account.

30. The Plaintiff agrees to and will execute a copy of the Full and Final Release appended to this Settlement Agreement as Appendix "B". The Full and Final Release will be brought forward to the Court as part of the approval process.

31. The Plaintiff and the Defendant agree not to challenge the eventual approval of the settlement of the Action by the Court.

32. Should there be any disagreement between the Parties about the terms of this Settlement, including but not limited to their intended scope, then the parties agree that that issue will be decided by the mediator, Justice Winkler, acting as arbitrator. Submissions will be maximum 3 pages per Party and done entirely in writing. In the event that Justice Winkler is incapacitated for any reason, the disagreement shall be referred to retired Justice Dennis O'Connor, acting as arbitrator. In the event that Justice O'Connor is incapacitated for any reason, the disagreement shall be referred to retired Justice Robert Blair, acting as arbitrator.

33. This Settlement may be executed in counterparts and all counterparts taken together will constitute one fully executed copy of the Settlement. The Parties agree that delivery of a faxed, photocopied or electronically scanned executed counterpart will be deemed to be a duly executed original.

34. This Settlement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

35. This Settlement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in this Settlement Agreement.

None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated. This Settlement Agreement, including the Appendices thereto, may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Ontario Superior Court of Justice.

36. Once the Settlement is approved by the Ontario Court and the approval order becomes a final order, this Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiff, the Defendant, Class Counsel, and McCarthy Tétrault LLP.

37. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and are fully enforceable in either original, faxed, or other electronic form provided they are duly executed.

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

[the remainder of this page is left intentionally blank]

The Parties have executed this Settlement Agreement as of the date(s) below.

Dated at Toronto this 27 day of May, 2021

SPECTRUM EVENT MEDICAL SERVICES
(GP) INC.

Per: _____

John Ross

I have authority to bind the corporation

Name: John Ross

Title: Chief Financial Officer

Dated at Toronto this 7th day of May, 2021

Alexandra Monkhouse

Shane Hale

Witness

SHANE HALE

Name: Alexandra Monkhouse

Address: 220 Bay Street, suite 900, Toronto, ON
M5J 2W4

Schedule “A”

Proposed Common Issues:

- 1) Did the actual circumstances of the relationship between the Defendant and the class members constitute an employer/employee relationship, such that the class members were in fact employees of the Defendant and not “independent contractors”?
- 2) If the answer to (1) is “yes”, is the Defendant liable to the class for any amounts or benefits pursuant to the *Employment Standards Act, 2000* (Ontario) (including but not limited to unpaid vacation pay, public holiday pay and overtime)?
- 3) If the answer to (1) is “yes”, what are the terms (express or implied or otherwise) of the class members’ contracts of employment with the Defendant regarding:
 - (a) regular and overtime hours of work;
 - (b) recording of the hours worked by the class members;
 - (c) payment of hours worked by class members;
 - (d) lieu time as purported compensation for overtime hours worked; and/or,
 - (e) any other amount or benefit arising pursuant to the *Employment Standards Act, 2000* (Ontario)?
- 4) Did the Defendant breach any such contractual terms (express or implied or otherwise) and if so, how? Without limiting the generality of the foregoing, are the class members owed damages by the Defendant for:
 - (a) unpaid overtime;
 - (b) compensation below minimum wage;
 - (c) vacation pay;
 - (d) public holiday pay and premium pay; and/or

- (e) any other amount or benefit arising pursuant to the *Employment Standards Act, 2000* (Ontario)?
- 5) Did the Defendant have a duty (in contract or otherwise) to prevent class members from working, or a duty not to permit or encourage class members to work, overtime hours for which they were not properly compensated or for which the Defendant would not pay?
 - (a) If such a duty existed, did the Defendant breach that duty?
- 6) Did the Defendant have a duty (in contract or otherwise) to accurately record and maintain a record of all hours worked by class members to ensure that class members were appropriately compensated for same?
 - (a) If such a duty existed, did the Defendant breach that duty?
- 7) Did the Defendant have a duty (in contract or otherwise) to implement and maintain an effective and reasonable system or procedure which ensured that the duties in Common Issues 5 and 6 were satisfied for all class members, to the extent those duties existed?
 - (a) If such a duty existed, did the Defendant breach that duty?
- 8) Is the Defendant liable for any Canada Pension Plan or *Employment Insurance Act* contributions which it may have paid or are owed resulting from the failure of the Defendant to pay statutory contributions? If the Defendant is so liable, must it reimburse the class members for the amount of the statutory contributions?
- 9) If liability is established, are aggregate damages available?
- 10) If the answer to Common Issue 9) is yes:
 - (a) What is the most efficient method to assess those aggregate damages? Without limiting the generality of the foregoing, can aggregate damages be assessed in whole or in part on the basis of statistical evidence, including statistical evidence based on random sampling?

- (b) What is the quantum of aggregate damages owed to class members or any part thereof?
 - (c) What is appropriate method or procedure for distributing the aggregate damages award to class members?
- 11) Was the position of the Defendant relative to the class members one of a fiduciary such that the Defendant owed a fiduciary duty to the class members?
 - (a) If such a duty existed, did the Defendant breach that duty?
 - (b) If such a duty existed and the Defendant breached that duty, should any profits made through such a breach be disgorged?

Schedule “B”

**FULL AND FINAL RELEASE
 (“RELEASE”)**

1. The definitions set out in the Settlement Agreement continue to apply for purposes of this Release.
2. The Settlement Amount and any other consideration provided in accordance with the terms of this Release shall be provided in full satisfaction of the Released Claims against the Releasees.
3. The Settlement Amount shall be all-inclusive of all amounts, including interest, costs, administration expenses, Class Counsel fees and Class Counsel disbursements.
4. The Releasors shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of the Settlement or this Release.
5. Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.
6. The Releasors agree that if they or any one of them including anyone on behalf of whom they act as litigation guardian make any claim, demand, or complaint or take any action or proceeding against the Releasee arising out of the Released Claims that this Release shall be deemed to be a complete defence and bar to any such claim, demand, complaint, action or proceeding.
7. The Plaintiff and Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement and Release, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention,

this release shall be and remains in effect notwithstanding the discovery or existence of additional or different facts.

8. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Ontario or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Employment Standards Act, 2000*, S.O. 2000, c. 41, or any other legislation or at common law or equity in respect of any Released Claim. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.
9. The Plaintiff acknowledges and agrees:
 - (a) that he has read this Release carefully, has understood it, and has signed it of his own free will and without any form of duress being exerted upon him by anyone; and
 - (b) that he has been advised of the prudence of seeking independent legal advice and has obtained such advice in connection with the execution of this Release.
10. This Release may be executed in separate counterparts, and all such executed counterparts when taken together shall constitute a fully executed Release.
11. This Release shall be governed by and interpreted exclusively according to the laws of Ontario and no other jurisdiction's laws apply to this Release.
12. Whenever possible, each provision of this Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Release is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such

provision or the remaining provisions of this Release provided that such a result would not fundamentally deprive the Releasee of the benefit of the Releasee's bargain hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands this 7th day of May 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

A Monkhouse
Witness (signature)

Alexandra Monkhouse
(print name)

) Shane Hale,
)
)
)
)

CERTIFICATE OF SOLICITOR

I, Alexandra Monkhouse, Barrister and Solicitor, of the city of Toronto, in the Province of Ontario, acknowledge that I explained the significance of this Release to the Releasor and, in my judgment, I do verily believe that they understood the significance of the Release.

Date: May 7, 2021

Signature: A Monkhouse

APPENDIX 2

SPECTRUM EVENT MEDICAL SERVICES (GP) INC.

COURT FILE NO: CV20-00634668-00CP

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DISTRIBUTION AND NOTICE PLAN

1. The mechanics of the implementation and administration of the Settlement Agreement between the parties shall be in accordance with this Distribution and Notice Plan.
2. All Capitalized Terms in this Distribution and Notice Plan are taken from the Settlement Agreement or are defined below.
3. Class Counsel’s preparation of this Distribution and Notice Plan and Class Counsel’s representation of the Class Members generally does not in any way extend to tax inquiries or tax advice relating to the Settlement Agreement, settlement payments to Class Members, or this Distribution and Notice Plan. Class Counsel is not providing tax advice to the Class or any Class Member. Class Members will be advised to seek independent tax advice.
4. All costs associated with giving notice to Class Members will come from the Class Counsel Fees as approved by the Court.

Identification of Class Members

5. As outlined in the Settlement Agreement, Class Members are:

All paramedics identified as independent contractors who worked for Spectrum Event Medical Services (GP) Inc., or one of the companies Spectrum Event Medical Services (GP) Inc. acquired, since the year 2000 to the date of the certification of this action who have not filed a complaint with the Ministry of Labour relating to the matters in question unless it was properly withdrawn.

6. This definition includes but is not limited to Emergency First Responders, Primary Care Paramedics, Advanced Care Paramedics, and any other individuals providing (or who provided at any point during the Class Period) event paramedical services to the Defendant on an independent contractor basis during the Class Period.
7. Spectrum Event Medical Services (GP) Inc. (“SEMS”), completed an extensive review of its emails and contracts with Class Members in order to compile a list of last known contact information, including last known physical addresses, phone numbers, and email addresses.
8. Full last known contact information was derived for nearly all Class Members who signed contracts with SEMS for 2014 onward.

Particulars regarding Direct Mailing, Text Messaging, and Emailing

9. The main method of disseminating notice and communicating with the class will be by email.
10. All emails will be sent via email to Class Members’ last known email address as determined by the review conducted by SEMS.

11. Only to the extent that an email address is not available for the particular Class Member, as determined by the review conducted by SEMS, direct mailing will be sent via regular mail to Class Members' last known address.
12. Only to the extent that an email address is not available for the particular Class Member, as determined by the review conducted by SEMS, text messages will be sent via text message to Class Members' last known phone number.
13. All direct mailing, text messages, and emails will be sent by Monkhouse Law.
Monkhouse Law will maintain and update such contact lists as is necessary to give notice.

Notice of Settlement Approval

14. If the Settlement Agreement is approved, Class Counsel will give notice of the Final Approved Order, the settlement, the opt out process, and the claims process by November 1, 2021, 60 days after the Final Approved Order or such other date as the Court orders.
The content of these notices is set out in appendices to this Distribution and Notice Plan and, together, constitutes the "Notice of Settlement Approval".
15. Notice of Settlement Approval shall be posted, mailed, text messaged and emailed via the same methods and to the same places as used with the First Notice sent to the class for the Notice of Proposed Settlement, specifically:
 - a. Email the Short Notice of Settlement Approval ("Short Notice"), hereto attached as Schedule "A", using the records available to the parties;
 - b. Posting the Short Notice and Long Notice of Settlement Approval, hereto attached as Schedule "B", on Class Counsel's (Monkhouse Law) website; and
 - c. Posting the Short Notice by the Defendant on the "When I Work" application.

Opting Out Process

16. As set out in the Settlement Agreement, Class Members may opt out of the Class Action by delivering to Class Counsel a completed Opt-Out Form in the form attached as Schedule “C” to the Distribution Plan.

17. Class Members are to deliver the completed Opt-Out Forms to Class Counsel by mail, fax, or email at the following address, by no later than 5:00 p.m. on the Opt-Out Deadline:

Spectrum EMS Class Action
Monkhouse Law
220 Bay Street, Suite 900
Toronto, ON M5J 2W4
Tel: 416-907-9249 ext. 232
Fax: 888-501-7235
Email: SpectrumEMSClassAction@monkhouselaw.com

18. The Opt-Out Deadline will be December 1, 2021, 90 days from the Final Approval Order or as established by the Court.

19. No Class Members may opt out after the Opt-Out Deadline approved or established by the Court.

20. Within fourteen (14) days after the Opt-Out Deadline, Class Counsel will report to SEMS by affidavit and provide the names and addresses of those persons, if any, who have opted out of the Class Action.

Payment of Funds

21. As outlined in paragraph 1(w) of the Settlement Agreement, SEMS will pay a non-reversionary lump sum of \$500,000 (“Settlement Amount”).

22. SEMS has paid the Settlement Amount following the execution of the Settlement Agreement and the Funds are held in the mixed trust account by Monkhouse Law.
23. Of this amount, \$200,000 will be paid to Class Counsel for legal fees, taxes, disbursements, and costs associated with distributing the Settlement Amount.
24. Of this amount, \$25,000 will be designated as a Pre-SEMS fund.
25. Of this amount, \$6,000 will be designated as an Honorarium for the Representative Plaintiff.
26. Of this amount, \$269,000 will be designated as the Main Settlement Fund.
27. Monkhouse Law will, by September 23, 2021 or by such date as the Court may order, pay out from the Settlement Amount the approved amount to Class Counsel, on account of Class Counsel's fees, disbursements, and HST.
28. Monkhouse Law will, by September 23, 2021 or by such date as the Court may order, pay from the Settlement Amount the approved amount of honorarium to the class representative, as approved by the Court.
29. Monkhouse Law will thereafter maintain the balance of the Main Settlement Fund in its mixed trust account with interest accruing to the Law Foundation of Ontario until such time as payments can be made to Class Members. For the purposes of calculating the amounts to be paid to Class Members from the Main Settlement Fund, "Net Proceeds" shall hereafter mean the portion of the Main Settlement Fund remaining after the payment of approved Class Counsel fees, disbursements, the honorarium and the Pre-SEMS fund.

The Claims Determination Process

Definitions

30. For the purposes of this section, the following terms have the following meanings:

- a. “Appeal Deadline” means the date by which the Appeal Form must be received by Class Counsel;
- b. “Appeal Form” means the form entitled “Appeal Form” appended to this Distribution and Notice Plan;
- c. “Claims Deadline” means the date by which the Claim Form must be received by Class Counsel;
- d. “Claims Form” means the form entitled “Claims Form” appended to this Distribution and Notice Plan, as Schedule “D”;
- e. “Contract” means any contract or agreement entered into between a Class Member and SEMS;
- f. “Contract Agreement” means any contract or agreement entered into between a Class Member and SEMS for services during the class period;
- g. “Final Approval Order” means the order made by the Court in approval of settlement;
- h. “Main Quotient” means the end result of the application of the formula set out in paragraphs 59-60, below;
- i. “Notification Letter” means the form entitled “Notification Letter” appended to this Distribution and Notice Plan;
- j. “Payment Notification Letter” means the form entitled “Payment Notification Letter” appended to this Distribution and Notice Plan;

- k. “Pre-Limitations Work” means any work performed by Class Members for SEMS for any time prior to January 1, 2018;
- l. “Pre-SEMS Work” means any work performed for Ontario Patient Transfer, Event Medical Staffing, Parkview Emergency Medical Services Limited and Community Patient Transfer Group in an event paramedic capacity and paid as an independent contractor prior to their acquisition by SEMS or Spectrum Health Care in 2014 and 2015;
- m. “Referee” means Mika Imai at Karimjee Law;
- n. “Settlement Amount” means \$500,000, all inclusive;
- o. “When I Work” refers to the platform used by SEMS to communicate with Class Members about their shifts.

The Claims Form

- 31. In order to receive any payment, Class Members will be required to complete and return a Claims Form to Class Counsel or otherwise advise Class Counsel of the information set out in the Claims Form. Claims Form or information set out in the Claims Form must be received by Class Counsel 60 days from when Notice of Settlement Approval is sent, or by January 1, 2022, whichever is later, for the Class Member to receive compensation (“Claims Deadline”).
- 32. An incomplete or improperly completed Claims Form will not be grounds to deny a Class Member compensation. Class Counsel will, upon receipt of any incomplete or improperly completed Claims Form, contact the Class Member and use good faith efforts to correct any deficiencies with the Claims Form.

Class Counsel's Review

33. 60 days from the Claims Deadline or by March 1, 2022, whichever is later, Class Counsel will consult the Claims Form, any other information and documents received by a Class Member with or apart from the Claims Form, contracts in its possession, financial records in its possession provided by SEMS, and any other documents it deems relevant to determine, for each Class Member, the following:
- a. Whether the Class Member engaged in any Pre-SEMS Work or not;
 - b. How many hours and at what rate the Class Member worked for SEMS from the beginning of their engagement with SEMS until and including December 31, 2017;
 - c. How many hours and at what rate the Class Member worked for SEMS from January 1, 2018 to October 30, 2020;
 - d. How much the Class Member had earned in total for work with SEMS after 2018; and
 - e. How much the Class Member had earned in total for work with SEMS between 2014 and 2018.

Notice to Class Members of a Determination

34. 90 days after the Claims Deadline, or by April 1, 2022, Class Counsel will send each Class Member who delivered a timely Claims Form or who delivered the information outlined in the Claims Form in a timely fashion an individualized Notification Letter listing, for each Class Member, the conclusions Class Counsel came to regarding the Class Member as set out in paragraph 33.
35. Class Counsel will send each Class Member's Notification Letter using the mailing address, email address, and/or phone number supplied by the Class Member on the Claims Form or supplied by the Class Member in some other satisfactory manner. The Parties agree that the intention is to make best efforts to ensure that the Class Member receives the Notification Letter and that, as a result, it may be necessary to send the Notification Letter by more than one means of delivery.
36. Class Counsel will enclose with the Notification Letter an Appeals Form, which will outline how the Class Member can appeal Class Counsel's conclusions as set out in the Notification Letter.

Appeals

37. Any Class Member dissatisfied with the contents of the Notification Letter may appeal to a Referee by completing an Appeal Form and submitting it to the Referee by email.
38. To appeal, the Referee must have received the Class Member's Appeal Form and any enclosures within thirty (30) days of the date on which the Class Member received the Notification Letter ("Appeals Deadline").
39. Any Class Member who commences an appeal must pay a fee of \$100.00 to the Referee, in trust, in order to commence such appeal.

40. For each appeal, Class Counsel will provide the Referee and Class Counsel with a copy of any documents and records pertaining to the Class Member in its possession within four (4) weeks of the filing of the appeal.
41. The affected Class Member will then have two (2) weeks in which to email any submissions they may wish to make in support of their appeal.
42. Class Counsel will then have two (2) weeks in which to email any submissions they wish to make in support of their initial determination in the Notification Letter.
43. Within two (2) weeks of the date on which the Class Counsel submissions were due, the Referee will issue a decision in the form of a fresh Notification Letter sent to the affected Class Member by email.
44. If the Class Member's appeal is successful in any way, the \$100 fee paid by the Class Member will be reimbursed by the Referee. If the Class Member is not successful, the Class Member will not be reimbursed the \$100 fee paid to the Referee.
45. If a Class Member does not appeal, they shall be deemed to have accepted the contents of the Notification Letter sent to them by Class Counsel.
46. All of the Referee's fees, costs, and expenses shall be paid by Class Counsel, save and except that portion of the Referee's fees, costs, and expenses paid by each Class Member who appeals unsuccessfully.

Calculation of Payment and Payment Notification

47. Once all appeals have been resolved and the deadline for all appeals has passed, Class Counsel will calculate the amounts owing to each Class Member who submitted a Claims Form or who otherwise advised Class Counsel of the information set out in the Claims Form or information.
48. Class Counsel's calculations will follow the formulae and steps set out in the present section.
49. All figures calculated by Class Counsel will be rounded down to the nearest 1/100 (hundredths) of a decimal point.

Step 1 – Pre-SEMS Work

50. For each Class Member who engaged in work prior to 2014 for Pre-SEMS work, Class Counsel will first assign a value of \$1,000.00.
51. Class Counsel will then add up all of the values assigned on account of Pre-SEMS Work for all affected Class Members and divide the total by the monies available in the Pre-SEMS Fund as of December 31, 2021.
52. If the quotient derived from the calculation in paragraph 51 is equal to or less than 1.0, each class Member who engaged in Pre-Limitations Work will be paid \$1,000.00 on account of the Pre-Limitations Work.
53. If the quotient derived from the calculation in paragraph 51 is greater than 1.0, each Class Member who engaged in Pre-SEMS Work will be paid an amount on account of the Pre-SEMS Work using the following formula:

$$\text{\$1,000/quotient derived from the paragraph 51 calculation}$$

54. All monies paid to Class Members on account of Pre-SEMS Work will be paid from monies available in the Pre-SEMS Fund as of the date payment is made.
55. No Class Member will receive any monies from the Main Settlement Fund or any portion of the Net Proceeds on account of their Pre-SEMS Work.
56. If there remains any amount in the Pre-SEMS Fund after the distribution has been made on account of Pre-SEMS Work, these remaining funds will be added to the Main Settlement Fund.

Step 2 – Initial Assignment of Values for Contractor Agreements and hours worked

57. For each Class Member, Class Counsel will assign the following amounts based on their Claims Form:
- a. For work carried out for SEMS between January 1, 2018 and October 30, 2020, the 4% for Vacation Pay, 4% for Holiday Pay, and 50% of their hourly rate for hours worked above 44 in a given week; and
 - b. For work carried out prior to January 1, 2018, 2% for Vacation Pay, 2% for Holiday Pay, and 25% of their hourly rate for hours worked above 44 in a given week.
58. The amount calculated for each Class Member who submits a claim form will be referred to as the Claim Amount;

Step 3 – Determining the Main Quotient

59. Class Counsel will then add up all of the values assigned on account of the Claims Forms and divide the total by the Net Proceeds.

60. The quotient derived from this calculation will be rounded down to the nearest 1/100 (hundredths) of a decimal point [the “Main Quotient”]

Step 4 – Calculation of Amounts to be Paid for Claim Amount

61. For each Class Member, the final amount received will be calculated as follows:

Claim Amount / Main Quotient derived from the paragraph 60 calculation.

62. For greater certainty, it will be possible that Class Members receive less than the amount calculated in their Claim Amount or more than what was calculated in their Claim Amount.

Step 5 – Payment Notification Letter

63. Two months after the appeals process is complete, or by December 31, 2022, whichever is later, Class Counsel will:

- a. Send each Class Member an individualized Payment Notification Letter; and,
- b. An ACH transfer or cheque, as deemed most efficient by Class Counsel, for the amount to be paid.

No Appeal

64. Class Members cannot appeal or otherwise seek to have reviewed the final determinations and payments as outlined in the Payment Notification Letters.

Undeliverable and Uncashed Cheques or ACH Transfers

65. In the event that a cheque or ACH transfer provided to any Class Member is returned as undeliverable or due to a change of address, Class Counsel will make reasonable efforts to locate the Class Member within 20 days.

66. In the event that a cheque or ACH transfer provided to any Class Member is uncashed after 6 months, the cheque will be considered stale and the funds will be donated to *Wounded Warriors Canada* as of the stale date.

67. For greater certainty, provisions for the donation of funds as a result of a cheque or ACH transfer being deemed stale applies whether the funds are drawn from the Net Proceeds for Distribution or from the Pre-SEMS Fund.

Residual Distribution

68. If there remains any amount of the Net Proceeds after the distribution has been made in accordance with this Distribution and Notice Plan, these monies will be donated by way of a *cy près* distribution to *Wounded Warriors Canada*.

69. All donations to the *Wounded Warriors Canada* on account of any remaining monies and stale dated cheques may be made at the same time.

Final Report

70. Within sixteen (16) months of the Final Approval, Class Counsel will prepare a final report indicating the amounts paid to Class Members and the amounts paid to the *Wounded Warriors Canada* which will be available upon request.

APPENDICES and SCHEDULES
(Forms Referred to in the Distribution and Notice Plan)

Schedule “A” - Short Notice Settlement Approval

Short Notice Settlement Approval

Dear Spectrum Paramedic,

RE: Spectrum Event Medical Services Class Action

You have been identified as a potential Class Member in the Spectrum Event Medical Services Class Action. This Class Action, brought on behalf of paramedics engaged by Spectrum Event Medical Services (GP) Inc. (“SEMS”), alleges that SEMS systemically misclassified paramedics as independent contractors, and illegally denied them vacation pay, public holiday pay, and overtime pay. The Class Action claims damages on account of these unpaid wages.

SEMS has denied all of these allegations.

The Ontario Superior Court has approved a settlement entered into with SEMS to resolve the Class Action. As a potential Class Member, you might be entitled to a payment under the terms of this agreement. **In order to apply for a payment, you must complete a Claims Form and return it to Monkhouse Law by [insert date].**

The settlement of this action does not constitute an admission of liability on behalf of SEMS.

For a copy of the Claims Form and information on how to complete and submit it, or for more general information, please visit the following web page:

<https://www.monkouselaw.com/spectrum-event-medical-class-action/>

As a potential Class Member, you also have the right to opt out of the Class Action. By opting out, you reserve the right to make your own claim against SEMS for overtime pay, vacation pay, and/or public holiday pay. The decision to opt out should not be taken lightly, as it means that you would have to start your own claim at your own expense if you wanted to recover these wages from SEMS. You may want to seek independent legal advice before choosing to take this step.

For more information on opting out, please visit the same webpage.

You may also contact the lawyers representing the Class Members and the representative plaintiff by calling 416-907-9249 or by emailing SpectrumEMSClassAction@monkouselaw.com. They will be happy to assist.

Schedule “B” - Long Notice Settlement Approval

LEGAL NOTICE

**Were you a paramedic for Spectrum Event Medical Services (SEMS)
between May 30, 2014 and October 30, 2020?**

**The Court has approved a settlement reached on behalf of a group of
Spectrum Paramedics. Please read this notice carefully.**

Dear Spectrum Paramedic,

Notice of Spectrum Event Medical Services Class Action Settlement

The Ontario Superior Court recently approved a settlement in a class action against Spectrum Event Medical Services (SEMS).

You are receiving this notice because we believe you might be entitled to a payment under the settlement. Please read this notice carefully for details. This notice also describes how to opt out of the settlement, should you wish to do so.

The Ontario Superior Court authorized this notice. This is not a solicitation from a lawyer.

What Is the Class Action about?

A former Spectrum paramedic, Shane Hale (the "**Representative Plaintiff**"), sued Spectrum on behalf of Spectrum Paramedics. Monkhouse Law represents Hale and the Class in this lawsuit. This class action lawsuit claimed:

- Spectrum misclassified its paramedics as "independent contractors" when they were in fact "employees"; and
- As a result, Spectrum did not compensate these paramedics for overtime, public holiday pay, and vacation pay.

SEMS has denied all of these allegations.

After extensive settlement discussions, Hale and SEMS have reached a proposed settlement that provides compensation to eligible paramedics. The Ontario Superior Court has approved this agreement.

The settlement of this action does not constitute an admission of liability on behalf of SEMS.

Am I Eligible?

All Class Members are eligible for a payment.

A person is a Class Member if they worked as an Emergency First Responder, Primary Care Paramedic, Advanced Care Paramedic, and any other individuals who provided event paramedical services to SEMS on an independent contractor basis during the class period.

Estates of Class Members may be eligible. A claim must be filed by the Estate Executor, or, if the Estate has been wound up, an immediate family member of a deceased Class Member.

All Class Members (except those who validly "opt out" of the Settlement) will be bound by the terms of the Settlement and will be covered by the releases in the Settlement. As a result, they will not have the right to sue SEMS for misclassifying them as independent contractors and/or for failing to pay them overtime and any other related claims, from 2000 to October 30, 2020.

What Does the Settlement Provide?

The settlement provides that:

- a) Class Members who submit a claim form and indicate they were a paramedic on an independent contractor basis for SEMS from May 30, 2014 to October 30, 2020, are eligible for compensation;
- b) Class Members who worked as an independent contractor for a company which was acquired by SEMS or for which SEMS acquired the event contracts in 2014 or 2015 are eligible for additional compensation.
- c) Monkhouse Law will review records provided by SEMS to substantiate each paramedic's claim and determine, in consultation with SEMS, the amount of your payment. The amount of each payment will depend on the number of paramedics that apply for compensation.

Full details of the settlement are available in the formal settlement agreement found at: <https://www.monkouselaw.com/spectrum-event-medical-class-action/>.

How Much Money Will I Get?

The Court approved a total payment of \$500,000, all inclusive. From these amounts, \$200,000 will be paid to Monkhouse Law for legal fees, HST and disbursements. You do not need to pay Monkhouse Law any money, nor will any counsel fees be deducted from the amount that you receive.

The amount each Class Member will receive will depend on a number of factors. These factors include:

- (1) The number of Class Members that apply for payment;
- (2) The amount of work you did for SEMS as an independent contractor and at what rate;
- (3) Whether work you performed for SEMS was before or after January 1, 2018; and
- (4) Whether you worked as an independent contractor for one of the companies which SEMS acquired or for which SEMS acquired the event contracts in 2014 and 2015.

The monies are being distributed as follows in relation to work performed from January 1, 2018 to October 30, 2020:

- (1) Every paramedic will be assigned a value of 4% of amounts invoiced for vacation pay;
- (2) Every paramedic will be assigned a value of 4% of amounts invoiced for holiday pay;
- (3) Every paramedic will be assigned a value of 50% of their hourly rate for hours worked above 44 in a given week.

The monies are being distributed as follows in relation to work performed from the establishment of SEMS to December 31, 2017:

- (1) Every paramedic will be assigned a value of 2% of amounts invoiced for vacation pay;
- (2) Every paramedic will be assigned a value of 2% of amounts invoiced for holiday pay;
- (3) Every paramedic will be assigned a value of 25% of their hourly rate for hours worked above 44 in a given week.

All of these figures are **starting points**: the amount you will actually paid will be more or less than these numbers depending on the number of Class Members who apply and what their work performed for Spectrum was like.

Anyone who can show proof of working for Ontario Patient Transfer, Event Medical Staffing, Parkview Emergency Medical Serviced Limited and Community Patient Transfer Group as an independent contractor in an event paramedic capacity prior to their acquisition by SEMS will receive a payment targeted at \$1,000 per person. This amount will go down depending on how many people apply for payment. It will be derived from a separate fund than the work done for SEMS directly.

Importantly, the entirety of the settlement is for a fixed amount, meaning that SEMS and Monkhouse Law do not “save” money by denying claims.

If you want to see the formulae being applied in detail, you will have to read the formal settlement agreement found at <https://www.monkouselaw.com/spectrum-event-medical-class-action/>.

You should know that tax withholdings will **not** be made on these amounts. Class Members who receive any monies paid pursuant to contracts for services continue to be responsible for making any necessary remittances to the Canada Revenue Agency.

How Do I Get This Money?

You must complete a Claim Form and send it to Monkhouse Law at:

Spectrum EMS Class Action
c/o Monkhouse Law, 220 Bay Street,
Suite 900,
Toronto, Ontario, M5J 2W4
Email: SpectrumEMSClassAction@monkouselaw.com
Fax: 888-501-7235

A copy of the Claim Form is available at <https://www.monkouselaw.com/spectrum-event-medical-class-action/> and is included with this notice too.

If you choose to opt out of the class action, you are not eligible for any compensation under this settlement.

What If I Do Not Want to Be Bound by the Settlement?

If you do not want to be bound by the settlement, you must opt out of the class action by **[DATE]**. If you opt out, you will **not** be entitled to any compensation under the class action settlement.

If you want to commence your own lawsuit, you must opt out.

If you opt out, you must abide by any applicable limitation periods. We strongly recommend you consult a lawyer before making the decision to opt out.

To opt out of the settlement, you must submit an Opt-Out Form to the Class Counsel. A copy of the Opt-Out Form is available at <https://www.monkouselaw.com/spectrum-event-medical-class-action/>.

Want More Information?

Visit, call, or email Class Counsel at:

Website: www.monkouselaw.com

Email: SpectrumEMSClassAction@monkouselaw.com

Telephone: 416-907-9249

Do You Know Anyone Who May Be Part of the Spectrum EMS Class Action?

Please share this information with them.

Notice Settlement Approval Text Message

Were you a paramedic for Spectrum Event Medical Services (SEMS) between May 30, 2014 and October 30, 2020? If so, you might be entitled to a payment under a Class Action settlement. For more information, and to find out how you can make a claim, please visit <https://www.monkhouselaw.com/spectrum-event-medical-class-action/> or call 416-907-9249.

Schedule “C” - Notice of Opting-out

NOTICE OF OPTING-OUT

TO: Monkhouse Law
220 Bay Street, Suite 900
Toronto, Ontario
M5J 2W4

SpectrumEMSClassAction@monkouselaw.com

Fax: 888-501-7235

ATTN: Monkhouse Law – Spectrum EMS Class Action Administrator

This is NOT a claim form. If you submit this form, you will not receive any money or benefits from the Spectrum Event Medical Services (SEMS) Class Action settlement. You may wish to consult Monkhouse Law or obtain independent legal advice at your own cost prior to opting out.

To opt out, this form must be properly completed and received at the above-noted address or post marked no later than [insert date of Opt-Out Deadline]

I have read and understood the Court-Approved Notice of Approval of Settlement and believe that I am a member of the class in this lawsuit.

I wish to opt out (be excluded) of this class proceeding. I understand that by opting out, I cannot receive any possible benefits, financial or otherwise, that members of the class may receive through this Class Action.

I understand that any lawsuit I have against SEMS with respect to employee misclassification, and therefore potentially any claim for uncompensated overtime pay, uncompensated public holiday pay, and/or uncompensated vacation pay must be commenced within a specific time period or it might be legally barred. I understand that the time period will resume running against me if I opt out of the class proceeding. I understand that by opting out, I take full responsibility for the resumption of the running of any relevant time periods and for taking all necessary legal steps to protect any claim I may have.

I confirm that by signing this form, and by answering “yes” in the box below, I am forever waiving my right to any money or benefits received through this settlement for any harm caused to me by Spectrum Event Medical Services (GP) Inc. in relation to the class action’s claims for employee misclassification, uncompensated overtime pay, uncompensated public holiday pay, and/or uncompensated vacation pay.

I decline payments and benefits from the settlement (please indicate with an “X” or by writing the word “Yes”): _____

[] I intend to bring an individual civil action against SEMS alleging any or all of the claims included in the class action lawsuit.

I certify under oath that the Defendant has not put pressure on me to opt out of this Class Action.

Dated: _____

Witness Signature

Signature

Witness Name

Print Name

Street Address

City, Province, Postal Code

Mailing Address (if different from above)

City, Province, Postal Code

Telephone

Email

☐ Copy of Government Issued ID enclosed

This Notice must be delivered or post marked by [Opt-out Date] enclosed with a copy of Government Issued Identification to be effective.

REPRESENTATIVE IDENTIFICATION (IF APPLICABLE)

Please also complete this portion if you are completing this form on behalf of a Class Member as their representative

Representative Name (Last, First): _____

Relationship to Class Member: _____

Email address: _____

Phone: _____

Street Address: _____

City, Province, Postal Code: _____

Mailing Address (if different from above): _____

City, Province, Postal Code: _____

If Class Member is Deceased or Disabled:

Name of Estate Administrator or Guardian of Property: _____

Signature of Estate Administrator or Guardian of Property: _____

If the Class Member is deceased or disabled, you must enclose a copy of the document appointing you as guardian of property or estate administrator.

Monkhouse Law will collect, use and/or disclose this form and any enclosures, data, information, reports, material or other documentation of any nature which are disclosed, revealed or transmitted to them with this form solely for the purpose of disclosing the objection or submission to the Ontario Superior Court and to SEMS pursuant to the terms of the Parties' Settlement Agreement. The use and disclosure of any personal information received by Monkhouse Law and SEMS is subject to all applicable laws that may require the retention or disclosure of the personal information disclosed, including the *Personal Information Protection and Electronic Documents Act*.

Schedule “D” – Claims Form

Spectrum Event Medical Services (GP) Inc. Class Action Claims Form

For Monkhouse Law’s Use only	
Date Application Received (yyyy-mm-dd)	
PLEASE COMPLETE ALL OF THE FOLLOWING FIELDS:	
PART 1 – APPLICANT INFORMATION	
Please note, if you are eligible to receive compensation as part of this class action, this information will be used to issue a cheque in your name. Please ensure that the information properly reflects the information that your bank would have on file.	
1. Last Name	
2. First Name	
3. Permanent Home Address (include street address, city/town, and province/territory)	
4. Mailing Address (if different from above)	
5. Telephone Number	
6. Alternate Telephone Number	
7. Email address	
8. If any of this information is different than what SEMS would have on record, please describe	
PART 2 – INFORMATION REGARDING CLAIM	

9. Approximate dates worked for SEMS	
<p>10. I worked as an independent contractor for one of the companies acquired by SEMS or for which SEMS acquired event contracts in an event paramedic capacity</p> <p><i>Please attach to this form proof of having worked for one of these companies between 2000 and 2014</i></p>	<p><input type="checkbox"/> Ontario Patient Transfer</p> <p><input type="checkbox"/> Event Medical Staffing</p> <p><input type="checkbox"/> Parkview Emergency Medical Services Limited</p> <p><input type="checkbox"/> Community Patient Transfer Group</p>
PART 3 – LEGAL	
<p>11. Indemnity</p> <p>By signing this form, you acknowledge that, if you receive a payment in respect of any independent contractor agreement or agreements, you are responsible for any taxes, EI premiums, or CPP premium that might apply to that payment. SEMS and Monkhouse Law will not be withholding any portion of funds paid in respect of independent contractor agreements on your behalf for the Canada Revenue Agency (“CRA”). You agree to indemnify and save harmless SEMS and Monkhouse Law and you waive any claims against SEMS and Monkhouse law for any claims, taxes, charges, penalties or obligations, if any, applied by the CRA to the payment.</p>	
<p>12. Privacy Statement and Consent</p> <p>SEMS and Monkhouse Law will collect, use and/or disclose this form and any enclosures, data, information, reports, or other documents of any nature which are disclosed, revealed or transmitted to them with this form solely for the purpose of executing the terms of the Class Action settlement agreement. The use and disclosure of any personal information received by SEMS and Monkhouse Law is subject to all applicable laws that may require the retention or disclosure of the personal information disclosed, including the <i>Personal Information and Protection and Electronic Documents Act</i>.</p> <p>In submitting this form, you consent to the use of the information contained herein for the purposes of administering the Spectrum Event Medical Services Class Action claims process.</p>	
PART 4 – DECLARATION AND SIGNATURE	
<p>13. I DECLARE THAT:</p>	

- The information provided in this form is true, based on my personal records, experience, and recollection.
- If the information described above is inaccurate, false, or misleading, I may be required to repay the compensation that I receive.
- I have read and agree to the Indemnity provision set out in paragraph 11 above.

Applicant's Signature

Date

PART 5 – WHERE TO SEND YOUR CLAIM FORM

Please mail, email, or fax your completed form and any attached documents (if applicable) to the following address:

Spectrum EMS Class Action

c/o Monkhouse Law, 220 Bay Street,
Suite 900,

Toronto, Ontario, M5J 2W4

Email: SpectrumEMSClassAction@monkhouselaw.com

Fax: 888-501-7235

Notification Letter

Dear [Name],

As part of the Class Action process, Monkhouse Law has reviewed your Claim Form, any information you provided, and SEMS's records to determine your work history. The amounts you will receive depends on your work history.

Monkhouse Law has determined that you completed the following contracts for SEMS from May 30, 2014 to October 30, 2020:

Contracts Performed			
Hours worked	Rate	Year	Amount Earned
			\$
			\$
			\$
			\$
			\$
			\$
Total Invoiced to SEMS for work performed			\$

Assessment		
Type of compensation	Time period	Amount
Pre-SEMS work*		
Vacation Pay	Prior to December 31, 2017	\$
Holiday Pay	Prior to December 31, 2017	
Overtime Pay	Prior to December 31, 2017	
Vacation Pay	After January 1, 2018	
Holiday Pay	After January 1, 2018	
Overtime Pay	After January 1, 2018	
Total Assessment		

**If applicable: [Monkhouse Law has also determined that you worked as an independent contractor for a company which was acquired by SEMS or for which SEMS acquired the event contracts between 2000 and the date of acquisition]*

Please note: these figures are starting points, the amount you will actually paid will be more or less than these numbers depending on the number of Class Members who apply and what their work performed for Spectrum Event Medical Services (GP) Inc. was like.

For greater clarity, contracts or employment related to Spectrum Patient Services are *not* included in the above calculation.

If you disagree with the above assessment, you may appeal Monkhouse Law's determination. Details on the appeal process are included below.

How will my payment amount be calculated?

The amount each Class Member will receive will depend on a number of factors. These factors include:

- (1) The number of Class Members that apply for payment;
- (2) The amount of work you did for SEMS as an independent contractor and at what rate;
- (3) Whether work you performed for SEMS was before or after January 1, 2018; and
- (4) Whether you worked for one of the companies which SEMS acquired in 2014 and 2015.

The monies are being distributed as follows in relation to work performed from January 1, 2018 to October 30, 2020:

- (1) Every paramedic will be assigned a value of 4% of amounts invoiced for vacation pay;
- (2) Every paramedic will be assigned a value of 4% of amounts invoiced for holiday pay;
- (3) Every paramedic will be assigned a value of 50% of their hourly rate for hours worked above 44 in a given week.

The monies are being distributed as follows in relation to work performed from May 30, 2014 to December 31, 2017:

- (1) Every paramedic will be assigned a value of 2% of amounts invoiced for vacation pay;
- (2) Every paramedic will be assigned a value of 2% of amounts invoiced for holiday pay;
- (3) Every paramedic will be assigned a value of 25% of their hourly rate for hours worked above 44 in a given week.

All of these figures are **starting points**: the amount you will actually paid will be more or less than these numbers depending on the number of Class Members who apply and what their work

performed for Spectrum Event Medical Services (GP) Inc. was like.

Pre-SEMS Fund

If you have been determined to have worked for Ontario Patient Transfer, Event Medical Staffing, Parkview Emergency Medical Serviced Limited or Community Patient Transfer Group as an independent contractor in an event paramedic capacity prior to their acquisition by SEMS, you will receive a payment up to \$1,000. This amount will go down depending on how many people apply for payment. It will be derived from a separate fund than the work done for SEMS directly. Any remaining funds will revert to the Main Settlement Fund.

Main Settlement Fund

The "Main Settlement Fund" is the main fund from which Class Members will be paid. As of [DATE], there was \$[AMOUNT] in the Main Settlement Fund.

Monkhouse Law will add up all of the assessment amounts. If the amount is greater than the Main Settlement Fund, everyone's actual amount paid will be less than stipulated above, proportionate to each assessment. If the total is less than the assessment amounts, then the amount paid will be greater, proportionate to each assessment.

I disagree with Monkhouse Law's assessment. How do I appeal?

If you disagree with Monkhouse Law's determination of the number of contracts and employee agreements you worked, you must submit the attached Appeal Form within 30 days of the date you received this Notification Letter. There is a \$100 fee to appeal. Please enclose the appeal fee of \$100 payable to **Karimjee Law** with your Appeal Form.

Please mail or email your completed Appeal Form to:

Mika Imai (Referee SEMS Appeals)

Karimjee Law

401 Bay Street, Suite 2008, P.O. Box 80

Toronto, Ontario, M5H 2Y4

mika@karimjeelaw.com

All appeals will be decided by a neutral referee.

If you appeal Monkhouse Law's assessment, within 4 weeks of the filing of your appeal, Monkhouse Law will provide you and the neutral referee with a copy of any documentation it used to make the determination. You will then have 2 weeks to make any additional submissions. Monkhouse Law will then have an additional 2 weeks to respond to your submissions.

The Referee will make a final determination within two weeks of receiving all relevant submissions and documents. You will receive a revised Notification Letter by email.

If your appeal is successful, your \$100 appeal fee will be paid back to you. If your appeal is rejected, you will lose the \$100 appeal fee.

If you do not submit an Appeal Form, Monkhouse Law will issue a payment based on the data set out on the first page.

Appeal Form

SPECTRUM EVENT MEDICAL SERVICES (GP) INC. CLASS ACTION

PART 1 – APPLICATION INFORMATION	
1. Last Name	
2. First Name	
3. Permanent Home Address of Applicant (include street address, city/town, province/territory, and postal code)	
4. Mailing Address of Applicant (if different from Permanent Home Address)	
5. Telephone Number of Applicant	
6. Alternate Telephone Number of Applicant	
7. Email Address of Applicant	
PART 2 – ESTATE INFORMATION	
<p><i>For persons administering the estate of a client, please complete this form on behalf of the estate.</i></p> <p><i>Check the box below and complete Part 2 with the information of the Deceased Person</i></p> <p><input type="checkbox"/> I am seeking a review on behalf of a deceased client and am an administrator or executor duly authorized to file this claim.</p> <p>Name of Legal Representative: _____</p> <p>Telephone number () _____ - _____</p>	
PART 3 – REQUEST FOR REVIEW OF DECISION REGARDING WORK COMPLETED OR ENTITLEMENT	
8. Date of Decision (dd/mm/yyyy) <i>Please attach a copy of the Decision Letter</i>	
9. On a separate page, please set out the reasons you are seeking an appeal of the Decision. Please enclose any documents you think are relevant to the appeal. Please feel free to enclose additional pages to explain the basis on which you believe the decision is wrong. You are trying to explain to the Referee that Monkhouse Law has	

<p>not properly counted all the contracts you entered into with SEMS or its predecessors from 2000 to October 30, 2020.</p>	
<p>10. Privacy Statement and Consent</p> <p>The information you provided is collected in accordance with the <i>Personal Information Protection and Electronic Documents Act</i>. Your personal information will be administered in accordance with the requirements of the <i>Personal Information Protection and Electronic Documents Act</i>.</p> <p>I consent to the use and disclosure of the information contained in this form for purposes of administering the Spectrum Event Medical Services Class Action, namely, to determine the amount of any payment, and for purposes as may be required by the Court.</p>	
<p>_____</p> <p>Applicant's or Legal Representative's Signature</p>	<p>_____/_____/_____ Date (dd/mm/yyyy)</p>
<p>PART 4 – DECLARATION AND SIGNATURE</p>	
<p>11. I DECLARE THAT:</p> <ul style="list-style-type: none"> - This application form was completed by me, the applicant, or the legal representative of a deceased person. - The information provided in this form is true, based on my personal records, experience and knowledge - If the information described above or attached is false or misleading, I may be required to repay any compensation that I receive. 	
<p>_____</p> <p>Applicant's or Legal Representative's Signature</p>	<p>_____/_____/_____ Date (dd/mm/yyyy)</p>
<p>INSTRUCTIONS AND FEE</p>	
<p>This form should be submitted to:</p> <p>Spectrum EMS Class Action Referee Karimjee Law 401 Bay Street, Suite 2008, P.O. Box 80 Toronto, Ontario, M5H 2Y4 mika@karimjeelaw.com Attention: Mika Imai</p> <p>Please also mail a cheque of \$100 payable to Karimjee Law as the fee to appeal.</p>	

A file containing the documents relevant to Monkhouse Law's decision will be emailed to the Referee. If you have any questions about the process, please contact Monkhouse Law at

Spectrum EMS Class Action

c/o Monkhouse Law, 220 Bay Street,
Suite 900,

Toronto, Ontario, M5J 2W4

Email: SpectrumEMSClassAction@monkhouselaw.com

Payment Notification Letter

[Date]

Dear [Insert Name],

Monkhouse Law has completed its calculation of the amounts owed to you using the formulas set out in the Class Action Settlement Agreement. Those formulas were previously explained in notices you should have received or had access to.

The total amount available for distribution to all Class Members was [insert Net Proceeds amount plus the Pre-Limitations Fund amount available].

The amount allocated for payment to you is [insert amount].

The amount being paid to you is based on the number of contracts you had with SEMS, as previously outlined to you. If you worked for a company acquired by SEMS or from which SEMS acquired the event contracts in an event paramedic capacity prior to 2014, [insert amount] has been allocated to you on account of your work during that period.

Please find enclosed a cheque in this amount in your name. You should deposit or cash it without delay, as the cheque will go stale in approximately six months. If you do not cash it within six months, the amount will be paid out to Wounded Warriors Canada.

Please note, Monkhouse Law and SEMS have not withheld any amount with respect to taxes, EI premiums or CPP premiums that might apply to this payment. If any amounts are owed to the Canada Revenue Agency ("CRA") as a result of this payment, you are responsible for making those payments to the CRA.

If you require any further details as to how we calculated your individual amount owing to you, please contact:

Spectrum EMS Class Action
c/o Monkhouse Law, 220 Bay Street,
Suite 900,
Toronto, Ontario, M5J 2W4
Email: SpectrumEMSClassAction@monkouselaw.com
Phone: 416-907-9249

For more information on the Class Action and the settlement, including the Court- approved formulas and claims process, please visit Class Counsel's website:
<https://www.monkouselaw.com/spectrum-event-medical-class-action/>.

APPENDIX 3

Mika Imai

Mika has practiced in the areas of employment, labour, professional discipline, and administrative law since 2015. Mika also has an active human rights practice and was co-counsel on two notable cases:

- *AB v Ontario – a challenge to the Minister of Education’s decision to re-institute the 1998 sex-ed curriculum; and*
- *Ferguson v Ontario – a challenge to the Minister of Government and Consumer Services’ refusal to provide the option of choosing Male, Female or Non-binary on Ontario birth certificates*

Mika’s has previously been appointed to serve as a referee, including in *Aps v Flight Centre Travel Group*, 2020 ONSC 6779.

Mika received her law degree from Osgoode Hall Law School, where she was awarded the Dean’s Gold Key Award for outstanding contribution to the life of the law school. While at Osgoode, Mika participated in the intensive program in Poverty Law at Parkdale Community Legal Services in the Workers’ Rights Division. She continues to support the work of the clinic.

Mika completed a Bachelor of Arts degree in International Development Studies from Trent University.