

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**KEITH R. ORMROD, MAURICE G. MONTEITH  
and VELMA E. WHITEHEAD, on their own behalf and  
on behalf of all retired former employees of The Hydro-Electric  
Commission of the City of Etobicoke receiving coverage under the  
Etobicoke Hydro Retiree Health and Dental Plans as of June 13, 1996**

Plaintiffs/Applicants

**- and -**

**TORONTO HYDRO-ELECTRIC SYSTEMS LIMITED**

Defendant/Respondent

**PROCEEDING UNDER** the *Class Proceedings Act*, 1992, S.O. 1992, c. 6

**MINUTES OF SETTLEMENT**

THESE MINUTES OF SETTLEMENT reflect the agreement made between the representative plaintiffs and the defendant for Judgment pursuant to subsection 29(2) of the *Class Proceedings Act*, 1992, as amended, and the terms thereof.

1. The parties have agreed to resolve this class action on the basis of a global payment by the Defendant, Toronto Hydro-Electric Systems Limited in the sum of \$420,000.00 which shall forthwith be paid in trust and held in trust by Koskie Minsky, Solicitors of Record for the Plaintiff Class until paid out according to the terms hereof, plus the sum of \$30,000.00 to Koskie Minsky for costs.

2. The parties have agreed to the following mechanism in order for each class member to receive their rata share of the settlement funds.

- (a) The defendant's counsel will serve upon plaintiff's counsel and file with the Superior Court of Justice a Signed Certificate listing:
  - (i) the names of the proposed payees, last known address and the date of his or her retirement;
  - (ii) that the proposed payee was a former employee of Etobicoke Hydro who is receiving coverage under the Etobicoke Hydro Health and Dental Benefits Plan as of June 13, 1996, and is a member of the class under the certification order; and
  - (iii) whether the proposed payee is receiving single or family coverage.

(b) As soon as is practicable, and subject to subparagraph 2(c) below, Koskie Minsky shall pay each such entitled class member their respective portions of the settlement funds according to the following formula:

- (i) In the case of a class member receiving "single" coverage, the sum calculated according to the following formula:

$$\frac{\$420,000.00}{(S + 2F)}$$

where S is the total number of class members proposed to receive payments on the basis of single coverage, and

where F is the total number of class members proposed to receive payments on the basis of family coverage.

- (ii) In the case of a class member receiving "family" coverage, the sum calculated according to the following formula:

$$\frac{\$840,000.00}{(S + 2F)}$$

where S is the total number of class members proposed to receive payments on the basis of single coverage, and

where F is the total number of class members proposed to receive payments on the basis of family coverage.

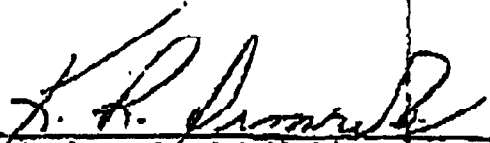
- (c) After deducting their legal fees and disbursements which have been approved by the court, Koskie Minsky shall remit to each class member the appropriate sum owing under the formula set out above. Each class member shall pay their pro rata share of the approved legal fees and disbursements.


3. The parties acknowledge and agree that regardless of any distribution of the settlement funds, the payment of \$450,000.00 shall as against all class members be made in consideration of, in satisfaction of, and shall forever discharge the Defendant from all suits, debts, demands or claims related in any way to any past claim or conduct and all future claims or conduct arising from the establishment, alteration, cancellation, funding, or failure to fund any retiree benefit plan administered by the Defendant to the Plaintiff Class Member or any other retiree benefits at all.

4. In particular do the parties acknowledge and agree that upon making the payment of \$450,000.00 the Defendant shall immediately cease to fund any plan for retiree benefits in respect of any class member at all. The class members acknowledge that the past billings to class members do not represent either the actual past cost nor any accurate indication of the future cost of obtaining similar coverage elsewhere in which respects no representations have been made by any party nor have or can any be relied upon.

5. The parties acknowledge that they have had, and to the extent they saw fit to do so have availed themselves of the opportunity to obtain independent legal, actuarial, and other consultants' advice with respect to these Minutes of Settlement and that they fully understand and consent to the terms of this Settlement.

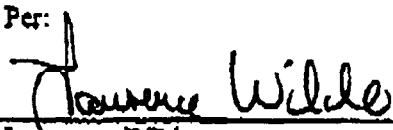
6. The parties acknowledge that none of the foregoing constitutes or shall be construed as any admission of liability on the part of the Defendant, Toronto Hydro-Electric Systems Limited.

  
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Keith Ormrod, on behalf of the Plaintiff Class  
Members

  
\_\_\_\_\_  
Koskie Minsky, counsel to the Plaintiffs

Toronto Hydro-Electric Systems Limited

Per:

  
\_\_\_\_\_  
Lawrence Wilde  
I have authority to bind to corporation.

- and - TORONTO HYDRO-ELECTRIC  
SYSTEMS LIMITED

Court File No. 97-CV-123455

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding Commenced at TORONTO

**MINUTES OF SETTLEMENT**

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