

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE )  
MR. JUSTICE BELOBABA ) THURSDAY, THE 3<sup>rd</sup> DAY  
OF MARCH, 2016

BETWEEN:

CINDY FULAWKA

Plaintiff/Moving Party

-and-

BANK OF NOVA SCOTIA

Defendant/Respondent



Proceeding under the *Class Proceedings Act*, 1992

**ORDER**  
(Revised Settlement & Fee Approval)

**THIS MOTION**, made by the Representative Plaintiff, for an Order approving the Revised Settlement (as defined below) entered into by the parties as being fair, reasonable and in the best interests of the Class and approving the fees of Class Counsel was heard today in Toronto, Ontario.

**ON READING** all materials filed and on hearing submissions of counsel for all parties,

### **Settlement Approval**

1. **THIS COURT ORDERS & DECLARES** that the revisions to the settlement of this action as approved by Order of this Court dated August 12, 2014 (with the revisions as set out in in the Amended Minutes of Settlement dated December 17, 2015 attached hereto as Schedule "A") (the "Revised Settlement") are fair, reasonable and in the best interests of the Class, and are hereby approved pursuant to s. 29 of the *Class Proceedings Act*, 1992 S.O. 1992, c.C.6.
2. **THIS COURT ORDERS** that the Revised Settlement is hereby approved on behalf of persons under a disability.

### **Fee Approval**

3. **THIS COURT ORDERS & DECLARES** that a further counsel fee and disbursements award to Class Counsel of \$2,278,446.64, plus HST in the amount of \$296,198.06, is hereby approved. The Defendant shall, subject to paragraph 7 below, pay the foregoing amounts to Class Counsel by no later than 45 days from the date of this Order.
4. **THIS COURT ORDERS** that the additional payments to claimants contemplated by the Revised Settlement shall be paid by no later than 90 days from the date of this Order.

### **Class Proceedings Fund Levies**

5. **THIS COURT ORDERS** that the \$1,870,039.68 currently being held in trust by the Bank in accordance with paragraph 7 of the Settlement Approval Order of this Court dated August 12, 2014, plus simple interest on those funds calculated at the annual rate equal to the post-judgment interest rate prescribed by the *Courts of Justice Act* at the time of the

August 12, 2014 Order from the day after the funds were placed in trust from time to time until the date of payment, be paid to the Law Foundation of Ontario (on behalf of the Class Proceedings Fund) by the Defendant on or before April 8, 2016.

6. **THIS COURT ORDERS** that the Defendant shall deduct a 10% levy from all additional gross amounts owing to any and all Class Members in accordance with Schedule "A" hereto (prior to deductions of any withholding tax or source deductions required by law) and shall hold that money in trust in accordance with section 10(3)(b) of *Ontario Regulation 771/92, Class Proceedings*. The funds held in trust pursuant to this paragraph shall be paid without interest by the Defendant to Law Foundation of Ontario by no later than 10 days after the payments contemplated by paragraph 4 of this Order are made to claimants. The parties and the Fund may seek directions on the total amounts owing to the Fund, if necessary, by way of further motion.
  
7. **THIS COURT ORDERS** that, pursuant to section 10(3)(a) of the *Law Society Amendment Act (Class Proceedings Fund) 1992*, within 14 days of the receipt of the fees and disbursements contemplated by paragraph 3 of this Order, the Plaintiff, by Class Counsel, repay to the Class Proceedings Fund the funded disbursements previously paid to Class Counsel in the sum of \$94,156.44.

***Two (2) Opt-Ins & Two (2) Late Claimants***

8. **THIS COURT ORDERS** that, pursuant to Schedule "A" to the Amended Minutes of Settlement and as set out in paragraph 48(y) of the affidavit of J. Adam Dewar sworn March 1, 2016, the two (2) class members who forwarded late claims to Class Counsel before December 31, 2014 and whose claims were not forwarded to the Bank until after

December 31, 2014, will be paid under the Revised Settlement by the Bank as if their late claims were received by the Bank prior to December 31, 2014 and the total amount payable to the two class members of \$21,553.36 has been deducted from the \$2.3 million further class counsel fees and disbursements otherwise payable to Class Counsel under the Revised Settlement, leaving the \$2,278,446.64 (plus HST) payable to Class Counsel as set out above in paragraph 3 of this Order.

9. **THIS COURT ORDERS** that, pursuant to Schedule "A" to the Amended Minutes of Settlement and as set out in paragraph 50(b) of the affidavit of J. Adam Dewar sworn March 1, 2016, the two (2) class members who had previously brought a motion to rescind their opt-outs are hereby granted leave to opt-in to this action and to participate in the Revised Settlement in accordance with Schedule "A" to the Amended Minutes of Settlement.

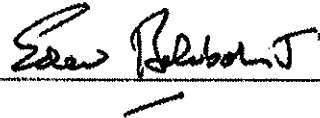
#### **Notice of Settlement Approval**

10. **THIS COURT ORDERS** that the Notice of Revised Settlement Approval (the "notice") attached hereto as Schedule "B" is approved, and shall be published in substantially the same form and with substantially the same information as that appended hereto.
11. **THIS COURT ORDERS** that the Defendant shall have the Notice translated into French and, subject to the Plaintiff's confirmation of the accuracy of the translation, the translated French Notice shall be deemed to be approved by the Court without any further step or order.

12. **THIS COURT ORDERS AND DIRECTS** that, within 45 days of the date of this Order ,  
the Notices shall be published by way of:

- (i) Email or direct mail by the Bank of the Notice to all Class Members who filed claims under the original Settlement as approved by Order of this Court dated August 12, 2014 and whose claims were declined or partially approved, to their last known email or mailing address within the Bank's records;
- (ii) Email or direct mail by Class Counsel of the Notice to all aforesaid Class Members for whom Class Counsel has an updated email or municipal address;  
and
- (iii) copies of and/or links to the Notices on each of [www.unpaidovertime.ca](http://www.unpaidovertime.ca),  
[www.royconnor.ca](http://www.royconnor.ca), [www.goldblattpartners.com](http://www.goldblattpartners.com), and [www.sotosllp.com](http://www.sotosllp.com);

13. **THIS COURT ORDERS** that there be no costs of this motion.



ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

MAR 3 1 2016

PER / PAR: 

Schedule "A" to the Approval Order

Court File No.:07-CV-345166CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**CINDY KULAWKA**

**Plaintiff**

- and -

**THE BANK OF NOVA SCOTIA**

**Defendant**

**(Collectively, the "Parties")**

PROCEEDING UNDER THE *CLASS PROCEEDING ACT, 1992*

**Amended Minutes of Settlement**

WHEREAS, in December 2007, the plaintiff commenced a class action on behalf of certain current and former employees working in retail branches of The Bank of Nova Scotia (the "Bank") claiming compensation for unpaid overtime (the "Class Action");

WHEREAS the action was certified on February 19, 2010;

WHEREAS, in July 2014, the parties reached an agreement to settle the action (the "Initial Settlement Agreement") which was approved by this Court on August 12, 2014 ("Approval Order");

WHEREAS the Initial Settlement Agreement provided for a claims process in which the Bank was appointed as claims administrator and those class members who had not opted out of the

Class Action (the "Class Members") could file a claim in prescribed form (the "Claims Process");

**WHEREAS** in November and December 2014, the Bank filed a motion to extend the deadline to complete the Claims Process ("Motion for Extension") and the plaintiff served a notice of motion seeking an order requiring the Bank to produce certain documents relating to the Claims Process and for directions ("Motion for Directions");

**WHEREAS**, on December 11, 2014, the Bank completed the Claims Process and provided responses to all claimants whose claims were filed on or before October 15, 2014;

**WHEREAS** the Motion for Extension and the Motion for Directions were adjourned *sine die* as the plaintiff indicated her intention to amend her motion;

**WHEREAS**, on July 17, 2015, the plaintiff served an amended notice of motion seeking, *inter alia*, to set aside the Claims Process ("Claims Process Motion");

**WHEREAS**, in response, the Bank served a notice of motion in which it sought to strike the plaintiff's amended notice of motion and portions of the supporting affidavits ("Motion to Strike");

**WHEREAS** the parties wish to fully and finally resolve all matters in dispute between them in relation to the Class Action, the Motion for Extension, the Motion for Directions, the Claims Process Motion and all issues that arise, or could arise therefrom or from the Bank's role as claims administrator pursuant to the Initial Settlement Agreement (the "Disputes");

**NOW THEREFORE** for good and valuable consideration received, the Parties stipulate and agree that the Disputes shall be fully and finally settled and resolved on the terms and

conditions set forth in these Minutes of Settlement (the "Settlement Agreement"), subject to approval by this Court:

1. **Court Approval** -- The Settlement Agreement is conditional upon approval of this Court in accordance with the terms that follow. The terms of the Settlement Agreement will only become effective upon such approval, including the expiration of any appeal rights and/or the dismissal of any appeals in relation to such approval (the "Final Approval").
2. **Objective** -- In exchange for the consideration referred to in paragraph 5 herein, all claims by Class Members against the Bank in relation to the Disputes are fully and finally resolved without further recourse or right of appeal.
3. **No Admission of Liability** -- The Settlement Agreement is made without any admission of liability by the Bank.
4. **Supersedes Initial Settlement Agreement, Approval Order and/or Claims Process** - The terms of the Settlement Agreement supersede and replace the terms of the Initial Settlement Agreement, the Approval Order and/or the Claims Process. For further clarity, in those instances where the terms of the Initial Settlement Agreement, the Approval Order and/or the Claims Process conflict with the terms of this Settlement Agreement, the terms of this Settlement Agreement shall govern.
5. **Payment by Bank** --
  - a. The Bank will make payment of ~~\$20.5 million~~ approximately \$20.5 million by way of lump sum to be distributed to claimants in accordance with the formula attached hereto as Schedule "A"; and





- a. **Directions from this Court** – Within 30 days of the execution of the Settlement Agreement, or such other date as this Court directs, the parties will jointly schedule a case conference before Belobaba, J., for the purpose of obtaining directions from His Honour on the administration of the Settlement Agreement and the steps leading to its approval;
- b. **Notice** – Subject to approval by this Court, notice of the Settlement Agreement (the “Notice”) shall be published by way of:
- i. ~~Email or direct mail~~ of the Notice to all Class Members described in paragraph 5 who filed claims in the Claims Process and the claims were declined or partially approved ~~and in respect of whom the Bank has a current mailing address~~, to their last known ~~email or mailing~~ address within the Bank’s records ~~or such other updated address as is available to Class Counsel~~; and
  - ii. copies of and/or links to the Notice on each of [www.unpaidovertime.ca](http://www.unpaidovertime.ca), [www.kovconance.ca](http://www.kovconance.ca), [www.sandlaw.com](http://www.sandlaw.com), [www.goldblattpartners.com](http://www.goldblattpartners.com), and [www.shosha.com](http://www.shosha.com);
- c. **Notice Costs** - The Bank will pay the costs of the dissemination of the Notice as set forth at paragraph 9(b) and the costs of the mediator;
- d. **The Motion for Settlement Approval and Fee Approval** – The Plaintiff will bring, at her own expense, a motion for settlement approval (which includes approval of class counsel fees referred to in subparagraph 5(h) above, which approval of fees the Bank will consent to) on a date to be set by this Court, upon the

return of which motion any objections to the approval of the Settlement Agreement will be made in accordance with the directions of this Court;

e. **If the Settlement is Not Approved** -- In the event that the Settlement Agreement is not approved by this Court, this Court will be asked by the parties for further directions in respect of the Claims Process Motion, the Motion to Strike and the Motion for Extension;

f. **If the Settlement is Approved** -- In the event that the Settlement Agreement is approved by this Court,

i. the Bank shall pay, within 60 days of the Final Approval:

1. the claimants the amounts described in subparagraph 5(a) above, net of all deductions described in paragraphs 6 and 7 above; and

ii. the Bank shall pay, within 30 days of the Final Approval:

1. Class counsel further legal fees and disbursements in the amount of \$2.3 million plus HST as described in subparagraph 5(b) above.

**10. Binding on Each Class Member / Full and Final Release** -- The Settlement Agreement is binding on each Class Member and the Bank is fully and finally released from any claims by Class Members in relation to the Disputes. For greater certainty, and without limiting the generality of the foregoing, the Bank is released from the claims of any Class Member in relation to the Disputes whether or not such Class Member:

a. receives compensation pursuant to the Initial Settlement Agreement and/or the Settlement Agreement; and/or

b. made a claim in the Claims Process at any time.

11. **Appeal Rights** -- The Appeal Rights set out in paragraphs 27 to 35 of the Claims Process will be extinguished and removed such that no Class Member will have the right to appeal a decision of the Bank in relation to their claim either pursuant to the Claims Process or in respect of the distributions made in accordance with subparagraph 5(a) herein.
12. **Assurances** -- The Parties will consent to such Order(s) and sign such other documentation as is reasonably required to give effect to the Settlement Agreement and undertake to seek no additional relief in respect to the Disputes nor make any submissions to the Court other than as may be required to obtain approval of the Settlement Agreement.
13. **Entire Agreement** -- The Settlement Agreement constitutes the entire agreement among the parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith, including the Claims Process. The Settlement Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by this Court.
14. **Applicable laws** -- The terms of the Settlement Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario without regard to the choice of laws provisions. A case management judge shall maintain jurisdiction over this Settlement Agreement.
15. **Execution** -- The Settlement Agreement may be executed in counterparts and a facsimile copy shall be valid in the same fashion as an original.

Date: December 17, 2015

Signature:



David O'Connor  
(as counsel for the Plaintiff)

Signature:



James D.G. Douglas  
(as counsel for the Defendant)

Amended Schedule "A" to Settlement Agreement dated December 17, 2016

Declines	Payout Percentage
<20k	70%
>20k and <30k	80%
>30k and <40k	80%
>40k and <50k	80%
>50k and <60k	20%
>60k and <70k	20%
>70k and <80k	20%
>80k and <90k	20%
>90k and <100k	20%
>100,000	20%

Partial Declines	Payout Percentage
<20k	100%
>20k and <30k	80%
>30k and <40k	80%
>40k and <50k	80%
>50k and <60k	80%
>60k and <70k	80%
>70k and <80k	80%
>80k and <90k	80%
>90k and <100k	80%
>100,000	80%

TOTAL Partial:	\$ 8,936,236
TOTAL Declines:	\$ 10,728,382
Opt outs	\$ 40,853
Total for Late Claims	\$ 910,526
<b>GRAND TOTAL</b>	<b>\$ 20,015,997</b>

Note 1: The following claims are excluded: not in class; opt outs (except [redacted] and [redacted]); withdrawn; signed releases; late claims received post December 31, 2014; incomplete claims; not with the Bank; and outside litigation period.

Note 2: The payout percentage is on a declining basis for both Declines and Partial Declines. However, the Partial Declines start at a higher rate based on the legitimacy of the partially approved claims.

Note 3: The payout percentage will be calculated on the total amount of each claimant's claim, and represents a net total recovery. In other words, the total recovery, inclusive of amounts already paid, will be capped at the included percentage.

Note 4: The Grand Total is a gross amount subject to tax and source deductions as required by law and the deduction of the Class Proceedings Fund Levy.

Note 5: The included late claims and the included 2 opt outs have been treated as Declines.

Schedule "B" to the Approval Order

**SCOTIABANK OVERTIME CLASS ACTION**

**FULAWKA V. THE BANK OF NOVA SCOTIA**

**NOTICE OF REVISED SETTLEMENT APPROVAL**

➔ **The revisions to the original August 2014 Court-approved settlement (the "Original Settlement") of this action have been approved by the Ontario Superior Court of Justice.**

➔ **Please read this notice carefully – this notice is directed to Class Members who made claims for unpaid overtime under the Original Settlement and whose claims were rejected or reduced by the Bank.**

**1. HISTORY OF THIS CLASS ACTION & PURPOSE OF THIS NOTICE**

In December 2007, a class action lawsuit was commenced against The Bank of Nova Scotia ("BNS") on behalf of certain full-time retail branch bank employees in Canada ("Class Members"). The lawsuit claimed that BNS failed to pay all the overtime compensation to which Class Members were entitled. The law firms of Roy O'Connor LLP, Goldblatt Partners LLP and Sotos LLP (collectively "Class Counsel") act for the Class.

The lawsuit was "certified" as a class proceeding by the Ontario Superior Court of Justice in February 2010, meaning that it was permitted to proceed to trial. This decision was subsequently upheld by the Ontario Divisional Court and the Court of Appeal for Ontario, with leave to the Supreme Court of Canada being denied in 2013.

In 2014 the parties reached an agreement to settle the class action. The settlement was approved pursuant to the Order of Ontario Superior Court of Justice dated August 12, 2014 (the Original Settlement as noted above).

In November 2014, the Representative Plaintiff identified a number of concerns about the Bank's responses to claims made under the Original Settlement and brought a motion before the Class Action Case Management Judge to address those concerns. The Bank brought its own motion to extend the deadline by which it was to have responded to Class Member claims. By order of the Class Action Case Management Judge, the appeal process set out under the Original Settlement was suspended until the Plaintiff's and the Bank's motions could be resolved.

Following a two-day mediation in December 2015, the Representative Plaintiff and the Bank agreed, subject to the approval of the Ontario Superior Court of Justice, to revise the terms of the Original Settlement in order to resolve the issues raised in both motions (the "Revised Settlement"). The approach in the Revised Settlement is more streamlined (involving the establishment of an

approximately \$20.6 million settlement fund and fixed thresholds of payout) and avoids further significant delays and risks for class members.

Following a hearing before the Class Action Case Management Judge on March 3, 2016, the Revised Settlement was approved by the Ontario Superior Court of Justice as being fair, reasonable and in the best interests of the Class Members. A copy of the Court Order approving the Revised Settlement and a copy of the Judge's Reasons for Decision can be found at [www.unpaidovertime.ca](http://www.unpaidovertime.ca). Under the Revised Settlement Class Members entitled to additional compensation will receive their settlement funds (less statutory deductions and the Class Proceedings Fund's 10%) by no later than **May 30, 2016**.

This notice summarizes the key terms of the Revised Settlement.

## **2. WHO DOES THE REVISED SETTLEMENT APPLY TO?**

The Revised Settlement applies to only those Class Members who made a claim under the Original Settlement and whose claim was fully rejected or partially reduced by the Bank.

If you did not make a claim or your claim was paid in full, the Revised Settlement does not affect you. Class Members who did not make claims or whose claims were paid in full will not receive any compensation under the Revised Settlement.

Claims rejected because they were received by the Bank after the claims submission deadline (October 15, 2014) will now be paid in part, as set out in section 3 (c) below, if the claim was received by the Bank on or before December 31, 2014 (except if the claim was rejected for some other reason as well (for example, because the claim was otherwise substantially incomplete, the claim had been released, etc)).

Fifty-two (52) claims that were fully rejected by the Bank on the basis that the claimant was in an "ineligible position" (as determined by the Bank) will also now be paid, in part, as set out below.

The following people will not receive payments under the Revised Settlement:

- Class Members who have not made claims;
- Class Members whose claims were paid in full;
- Claimants who are not in the class;
- Class Members who opted out of the class action (but for 2 former Class Members who previously brought a motion to rescind their opt-outs);
- Class Members who withdrew their claims;
- Class Members who previously signed releases in favour of the Bank;
- Class Members who submitted claims after December 31, 2014 (late claims);
- Class Members who submitted substantially incomplete claims; and,
- Claimants who were not employed by the Bank or whose claims were outside the limitation period.

## **3. WHAT ARE THE TERMS OF THE REVISED SETTLEMENT?**

The key terms and conditions of the Revised Settlement include:



- a. **\$20.6 Million Additional Compensation** – The Bank will pay the approximately \$20.6 million in additional compensation to the approximately 1,600 Class Members whose claims were fully rejected or partially reduced. This \$20.6 million amount is in addition to the approximately \$18.7 million already paid by the Bank to Class Members.

The amounts payable to Class Members out of the \$20.6 million shall be subject to all tax and source deductions, as well as the 10% levy owing to the Class Proceedings Fund (CPF);

- b. **Timing & Method of Payment** - Class Members will be paid (less statutory deductions and the Class Proceedings Funds 10% levy) by no later than **MAY 30, 2016**.

Current Bank employees and persons receiving a pension will receive payment by direct deposit into their bank accounts. Former employees will receive a cheque by mail.

- c. **Distribution of Additional Compensation** – Claimants do not need to submit any additional forms or documentation or take any additional steps to participate in the Revised Settlement. For clarity, no Class Member will need or be now able to launch and pursue an appeal. The percentages of claims to be paid range from a payout of 25% to 100%.

All claimants whose claims were partially reduced will receive 50% or more of their original claim and the majority of claimants whose claims were fully rejected will receive 50% or more of their original claims. All class members whose claims were partially reduced under the Original Settlement will, unless they have already been paid compensation in excess of the percentages set out below, receive more compensation under the Revised Settlement. In no event, will any class member be required to pay back any compensation already paid by the Bank under the terms of the Original Settlement.

The payout percentages are calculated based on whether the claim was fully rejected or partially reduced, and also based on the total amount of each claimants claim. The claimants' total recovery (inclusive of any amounts already paid) is capped at the following percentages:

Claims Which Were Fully Rejected	Payout Percentage
Under \$20,000	75% of claim
Between \$20,000 and \$49,999	50% of claim
\$50,000 and above	25% of claim

Claims Which Were Partially Reduced	Payout Percentage
Under \$20,000	100% of total amount claimed
Between \$20,000 and \$49,999	80% of total amount claimed

\$50,000 and above	50% of total amount claimed
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**Example 1: Fully Rejected Claims**

If a Class Member made a claim totalling **\$30,000** of eligible unpaid overtime and that claim was fully rejected by the Bank, that Class Member would receive **50%** of their claim for a total of **\$15,000** (less appropriate deductions and the CPF Levy) under the Revised Settlement.

**Example 2: Partially Reduced Claims**

If a Class Member made a claim totalling **\$30,000** of eligible overtime and the Bank paid a reduced amount of **\$10,000**, that Class Member will receive **80%** of their claim for a total of **\$24,000** – given that **\$10,000** was already paid, the Class Member would now be paid **\$14,000** more (less appropriate deductions and the CPF Levy) under the Revised Settlement.

Please note that the foregoing examples are simplified illustrations of how fully rejected and partially reduced claims are treated under the Revised Settlement. Actual calculations are more complex.

- d. **Late Claims** – Any and all claimants whose claims were rejected because they filed claims with the Bank after October 15, 2014 (the original claims submission deadline) will now receive payments in accordance with the foregoing distribution formula if their claim was filed with the Bank before December 31, 2014 (except if the claim was rejected for some other reason as well). Any claims filed with the Bank after December 31, 2014, will not be entitled to any payment under the Revised Settlement;
- e. **No Appeals** – Under the Revised Settlement, the appeal rights set out in paragraphs 27 to 35 of the original Claims Process (schedule A to the Settlement Approval Order dated August 12, 2014) are extinguished for all Class Members;
- f. **Class Counsel Fees** – The Bank will pay Class Counsel’s additional fees and disbursements incurred to address the foregoing issues (as noted below).

A copy of the Class Action Case Management Judge’s Order approving the full Revised Settlement is available at [www.unpaidovertime.ca](http://www.unpaidovertime.ca). A copy of the Class Action Case Management Judge’s Reasons for Decision approving the Revised Settlement is available at: [www.unpaidovertime.ca](http://www.unpaidovertime.ca), [www.royconnor.ca](http://www.royconnor.ca), [www.goldblattpartners.com](http://www.goldblattpartners.com), and [www.sotosllp.com](http://www.sotosllp.com).

**4. THE COSTS OF THE REVISED SETTLEMENT**

**There is no cost to claimants to participate in the revised settlement.**

As with the Original Settlement, Class Counsel will be paid directly by the Bank for the additional work

required to reach the Revised Settlement. Class Members are not required to pay any fees. The Bank has agreed to pay, and the Court has approved, Class Counsel's additional fees and disbursements of \$2,278,446.64, plus HST in the amount of \$296,198.06.

The Representative Plaintiff has been granted funding and indemnification from an adverse costs award by the Class Proceedings Fund ("CPF"). The CPF is entitled by law to receive a 10% levy on any money that you are paid as part of the Revised Settlement.

**5. MORE INFORMATION?**

Please address any requests for further information about the Revised Settlement or this action to:

**Roy O'Connor LLP**  
Attention: George Pakozdi  
2300-200 Front St. W.  
Toronto, ON M5V 3K2  
Tel: (416) 362-1989  
Fax: (416) 362-6204  
Email: gp@royoconnor.ca

**PLEASE DO NOT CALL OR CONTACT THE COURT OR THE BANK OF NOVA SCOTIA ABOUT THIS CLASS ACTION.**

**THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE**

CINDY FULAWKA  
Plaintiff/Moving Party

-and-

THE BANK OF NOVA SCOTIA  
Defendant/Respondent

Court File No. 07-CV-345166 CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

Proceeding under the *Class Proceedings Act, 1992*

**ORDER  
(Revised Settlement & Fee Approval)**

**SOTOS LLP**

Barristers and Solicitors  
180 Dundas Street West, Suite 1250  
Toronto, ON M5G 1Z8

**Louis Sokolov (LSUC No. 34483L)**

Tel: (416) 977-0007  
Fax: (416) 977-0718

**GOLDBLATT PARTNERS LLP**

Barristers and Solicitors  
1100 - 20 Dundas Street West  
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**Steven Barrett (LSUC No. 24871B)**

**Peter Engelmann (LSUC No. 29064P)**  
Tel: (416) 979-6070  
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**ROY O'CONNOR LLP**

Barristers  
200 Front Street West, Suite 2300  
Toronto, ON M5V 3K2

**David O'Connor (LSUC No. 33411E)**

**J. Adam Dewar (LSUC No. 46591J)**  
Tel: (416) 362-1989  
Fax: (416) 362-6204

Solicitors for the Plaintiff/Moving Party