

**CITATION:**

**ONTARIO SUPERIOR COURT OF JUSTICE  
CIVIL ENDORSEMENT FORM  
(Rule 59.02(2)(c)(i))**

<b>BEFORE:</b>	<b>Justice/Associate Justice</b> Benjamin T. Glustein	<b>Court File Number:</b> CV-12-00458218-00CP CV-12-00458218-CPA1
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**Title of Proceeding:**  
 ELAINE QUINTE; JOHN QUINTE; 1358896 ONTARIO INC. (CARRYING ON BUSINESS AS HUNGRY JACK'S), DBA . Applicant(s)/ Plaintiff(s)  
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 -v-  
 EASTWOOD MALL INC; BOB NAZARIAN; THE CORPORATION OF THE CITY OF ELLIOT LAKE; M.R. WRIGHT & ASSOCIATES CO. LTD.; R.G.H. WOOD; G.J. SAUNDERS; HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO; ALGOMA CENTRAL PROPERTIES INC.; CORESLAB STRUCTURES (ONT) INC.; JOHN KADLEC; JAMES KEYWAN; NON-PROFIT RETIREMENT RESIDENCES OF ELLIOT LAKE, DBA RETIREMENT LIVING); 1425164 ONTARIO LTD. INC., DBA NORDEV Respondent(s) /Defendant(s)  
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<b>Case Management:</b>	<b>Yes</b> If so, by whom: <b>Justice Glustein</b>	<b>No</b>
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**Participants and Non-Participants:(Rule 59.02(2)((vii))**

<b>Party</b>	<b>Counsel</b>	<b>E-mail Address</b>	<b>Phone #</b>	<b>Participant (Y/N)</b>
ELAINE QUINTE JOHN QUINTE, ET AL PLAINTIFF(S)	Adam Dewar	jad@royoconnor.ca		Y
	Jack Stebbing	jstebbing@royoconnor.ca		Y
	David O'Connor	dfo@royoconnor.ca		Y
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MR WRIGHT & ASSOC.; G. SAUNDERS; R. WOOD DEFENDANT(S)	James LeBer	j.leber@advocatesllp.com		Y
CORESLAB DEFENDANT(S)	Ian Newcombe	newcombe@agrozaaffiro.com		Y
1425164 Ontario Ltd. (carrying on business as NORDEV) DEFENDANTS	Kevin R. Bridel	kbridel@benensonpercival.com		Y
EASTWOOD MALL NAZARIAN DEFENDANT(S)	Tom Macmillan	Thomas.macmillan@rogerspartners.com		Y

THE CORPORATION OF THE CITY OF ELLIOT LAKE DEFENDANT(S)	Graham Bennett	gbennett@lerner.ca		Y
JAMES KEYWAN	Andrew Lundy	alundy@lleb.ca		Y
HIS MAJESTY THE KING IN THE RIGHT OF ONTARIO (formally "Her Majesty the Queen in Right of Ontario) DEFENDANT(S)	Antonin Pribetic	Antonin.pribetic@ontario.ca		Y
NON-PROFIT RETIREMENT RESIDENCES OF ELLIOT LAKE INC. (carrying on business as Retirement Living)	David Boghosian	dgb@boglaw.ca		Y
ALGOMA CENREAL PROPERTIES DEFENDANT(S)	Paul Tushinski	ptushinski@duttonbrock.com		Y

**Date Heard:** (Rule 59.02(2)(c)(iii)) 04/10/2026

**Nature of Hearing (mark with an "X"):** (Rule 59.02(2)(c)(iv))  
 Motion     Appeal     Case Conference     Pre-Trial Conference     Application

**Format of Hearing (mark with an "X"):** (Rule 59.02(2)(c)(iv))  
 In Writing     Telephone     Videoconference     In Person  
 If in person, indicate courthouse address:  
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**Relief Requested:** (Rule. 59.02(2)(c)(v))  
 There are two motions before the court.  
  
 In the first motion, the representative plaintiffs Elaine Quinte ("Elaine") and John Quinte ("Jack") seek approval of (i) the settlement agreement effective as of November 27, 2025 (the "Settlement Agreement"), and (ii) the proposed Distribution Plan (the "Distribution Plan").  
  
 In the second motion, Class Counsel (Roy O'Connor LLP, Fedel Broadbent Gualazzi and Aubé Law Office) seek approval of (i) their fees and disbursements in the amount of \$2,760,665.28 and (ii) payment of an

honorarium of \$15,000 for each of the representative plaintiffs Elaine and Jack.

I address these motions collectively in this endorsement.

**Disposition made at hearing or conference (operative terms ordered):** *(Rule 59.02(2)(c)(vi))*

Order to go follows:

1. The court approves the Settlement Agreement.
2. The court approves the Distribution Plan subject to approval of the administrators required to put the Distribution Plan into effect and approval of the administration costs.
3. The court approves the fees and disbursements sought in the amount of \$2,760,665.28.
4. The court approves the payment of an honorarium to Elaine in the amount of \$7,500 and to Jack in the amount of \$5,000.

<b>Costs:</b> On	<b>N/A</b>	indemnity basis, fixed	
a		at \$	are payable
by	to	[when	
		]	

**Brief Reasons, if any:** *(Rule 59.02(2)(b))*

*MOTION FOR COURT APPROVAL OF THE SETTLEMENT AGREEMENT AND THE DISTRIBUTION PLAN*

**Background Facts**

I summarize the relevant background facts as follows:

1. The action arises out of the collapse on June 23, 2012 (the "Collapse") of the parking deck on the roof of the Algo Centre Mall (the "Mall") located in Elliot Lake, Ontario. The parking deck collapsed into the food court of the Mall, killing two people, injuring numerous occupants, and devastating businesses and persons employed by those businesses. This tragic event resulted in lost jobs or income, significant business losses, and physical and psychological injuries.
2. The present action was brought in July 2012, with Jack and Elaine as representative plaintiffs.

3. A public inquiry into the Collapse was conducted by Justice Bélanger to address the cause of, and response to, the Collapse. Part I of the inquiry report addressing the cause of the Collapse was released on October 15, 2014, after production of approximately 11,000 exhibits and the transcripts of 118 witnesses.
4. The class action was certified on February 13, 2014. The Class Proceeding Fund (“CPF”) approved funding for the class action in January 2014 (after the certification motion was heard but before the decision of Justice Belobaba was rendered).
5. The class is comprised of (i) occupants of the Mall when the Collapse occurred, who suffered physical and/or psychological injury from the Collapse (including those who immediately returned to the Mall upon the Collapse to locate family or friends or to assist), (ii) tenants in the Mall who suffered economic losses as a result of the Collapse, and (iii) persons employed at the Mall at the time of the Collapse (even if they were not working on the day of the Collapse), who lost income as a result of the Collapse.
6. Class Counsel was (and remains) the law firms of Roy O’Connor LLP, Fedel Broadbent Gualazzi and Aubé Law Office.
7. The certified common issues were (i) duties and breach, (ii) causation and damages, and (iii) apportionment of liability. Quantification of damages was not a common issue.
8. On April 3, 2014, the Divisional Court dismissed the motion for leave to appeal from the certification order, That motion was brought by the defendant, the Government of Ontario.
9. After certification, the parties took steps to move the litigation forward, while at the same time engaging in extensive mediation.
10. On the litigation front, Class Counsel reviewed the extensive exhibits and transcripts from the inquiry, as well as approximately 3,000 documents produced by the defendants upon the exchange of affidavits of documents.
11. During the course of the litigation, Class Counsel collected, from almost every class member, detailed information about their potential claims such as lost wages, personal injuries, or business or property losses.
12. The parties began mediation efforts in 2014. They engaged the services of retired Justice Goudge of the Court of Appeal, who acted as the mediator until September 2022. The parties then engaged retired Chief Justice Winkler as the mediator, who continued mediation efforts until the Settlement Agreement was reached in 2024.
13. Justice Goudge conducted a thorough and lengthy review of the evidence and the submissions of the parties. Justice Goudge assessed damages for settlement purposes at \$11.7 million. At the same time, Justice Goudge recommended that a settlement in the range of \$10-\$10.5 million would be reasonable.
14. There were some evidentiary difficulties which led to certain damages claims being considered as “soft”, i.e. they would be harder to establish. By way of example, some smaller businesses had all their records destroyed.
15. Justice Winkler’s mediation efforts resulted in an offer of \$10,775,000 to resolve the claims in the class action and the claims in an action brought by Foodland, a tenant in the Mall (the “Foodland Action”). Justice Winkler advised that this was the best and final offer.
16. Defendants’ counsel confirmed with Class Counsel that no increased offer would be provided.
17. Justice Winkler urged Class Counsel to reach some division with Foodland and accept the defendants’ offer.

18. Class Counsel and Foodland then negotiated a settlement based on the \$10,775,000 collective offer from the defendants. In January 2026, all parties signed the Settlement Agreement, with \$10 million payable to settle the class action and \$775,000 to settle the Foodland Action.
19. Throughout these mediation efforts, Class Counsel also took steps to pursue litigation, including litigation as to the use of inquiry evidence and continued examinations for discovery.

### **Settlement Agreement and Distribution Plan**

I summarize the relevant facts about the Settlement Agreement and the Distribution Plan as follows:

1. The defendants will pay a non-reversionary amount of \$10 million to settle all issues arising in the class action.
2. Deductions from the settlement fund will be made for (i) legal fees and disbursements, (ii) subrogated OHIP claims for health care, (iii) administration expenses, and (iv) the CPF levy.
3. The net settlement fund will be distributed based on a *pro rata* allocation of claims made by occupants, tenants, and those employed at the Mall at the time of the Collapse, as well as by family members of occupants who suffered personal injury (or by estates if applicable).
4. All claims will be assessed by an independent adjudicator, with a limited right of appeal to a different adjudicator who will determine whether the initial assessment was reasonable. No new evidence will be permitted and each appellant will be limited to a five page written submission.
5. Class Counsel will provide all factual information to the adjudicator about each claim, except for personal injury claims where class members will have to authorize such disclosure. If the class member does not authorize the disclosure of information for personal injury claims, Class Counsel will provide the class member with an electronic record for the class member to provide to the adjudicator.
6. Class Counsel will not provide the adjudicator with any assessment by Class Counsel of the claim which may be in the file. It will be for the adjudicator to make an independent assessment of each claim.
7. To the extent any person (such as an insurer) has a subrogated claim, the subrogated claim will also be assessed by the adjudicator. Any dispute between a class member and the party with a subrogated claim as to allocation between themselves shall be determined outside the distribution process.
8. Estate claims will be available to the extent that such claims would otherwise be permitted at law in Ontario.
9. Personal injury claims for occupants are to be paid under a grid system, with a statutory declaration and proof/evidence corresponding to the category of personal injury claim they are making.
10. Class members who believe their injuries exceed the highest threshold can make an "Extraordinary Application" that will be individually evaluated by the adjudicator.
11. Recoverable claims for loss of wages or employment income will be limited to a two-year post-Collapse period – unless the class members (or their spouses or family members) owned the business that employed them, in which case a five-year post-Collapse period applies.
12. A five-year post-Collapse period also applies to business claims for loss of profit.
13. The Distribution Plan will allow for a process to address records which may have been destroyed in the Collapse.

14. The adjudicator will be instructed to consider mitigation factors if applicable. Class members may be asked for documents on efforts to mitigate.
15. Selection of the adjudicator and fees are to be determined. Class Counsel is attempting to set a fixed fee to avoid excessive costs. If the Distribution Plan is accepted in principle by the court, Class Counsel will take steps to engage an adjudicator and an appeal adjudicator, and then return to the court for final approval of the Distribution Plan.
16. Other ancillary terms are set out in the distribution plan.
17. Once all claims are determined, payment will be made on a *pro rata* basis.
18. The Notice of Proposed Settlement was published on March 22, 2026 and contained an overview of the Distribution Plan.

### **Approval of Settlement Agreement as fair and reasonable**

I find the Settlement Agreement to be fair and reasonable. I do not repeat the settled law (see *Cass v. Westernone Inc.*, 2018 ONSC 4794, at paras. 85-90). I rely on the following factors:

1. The settlement was reached after seven years of arm's length, strongly contested negotiation before two experienced mediators (Justice Goudge and Chief Justice Winkler), both of whom recommended the settlement amount.
2. Class Counsel had detailed information on almost every claim of the class members.
3. Class Counsel reviewed thousands of documents and the transcripts of 118 witnesses from both the inquiry and the discovery process.
4. Class Counsel took steps to move the litigation towards summary judgment (if the mediation had not been successful).
5. There would remain significant risks of litigation if the matter did not settle. In particular, (i) only the common issues of liability and apportionment would be decided at a common issues trial; each class member would still be required to prove individual damages, (ii) any decision on common issues would likely be the subject of a costly and lengthy appeal, (iii) an individual issues protocol would have to be set by the court, which would likely also be the subject of a further lengthy and costly contested hearing and possible appeal, and (iv) individual trials would then be required, with no certainty that the total value of claims (even if proven on an individual basis) would exceed \$10 million.
6. Class Counsel, who are very experienced, strongly recommend the settlement.
7. The settlement will provide funds to class members without further costs or delay.
8. There are no objections to the Settlement Agreement or the Distribution Plan.

For the above reasons, I find that the settlement is in the "zone of reasonableness". The Settlement Agreement is fair and reasonable and in the best interests of the class members.

### **Approval of Distribution Plan**

I also find the Distribution Plan to be fair and reasonable, although it is approved provisionally upon final approval of the court to be obtained at a subsequent hearing or case conference once adjudicators are selected and proposed fees are established. I rely on the following factors:

1. The Distribution Plan provides for a *pro rata* distribution for all class members, based on an independent assessment by an adjudicator and a limited right of appeal.

2. Class members will have their claims information forwarded to the adjudicator (except for personal injuries where authorization is required).
3. Subrogated claims will also be assessed by the adjudicator with any dispute between the subrogated party and the original claimant to be resolved between them.
4. The Distribution Plan will ensure a fair and reasonable allocation of the settlement fund to class members.

#### *MOTION FOR APPROVAL OF CLASS COUNSEL FEES AND DISBURSEMENTS AND HONORARIA*

### **Approval of fees**

#### Background facts

I summarize the relevant background facts for the fees request as follows:

1. In 2012, the representative plaintiffs entered into a retainer agreement under which Class Counsel would be paid 25% of amounts recovered, less any disbursements for which Class Counsel had not been paid.
2. Unpaid disbursements total \$227,733.53.
3. Class Counsel seek fees of \$2,443,066.62 (25% of \$9,772,226.47, which is the balance of \$10 million settlement less \$227,733.53 for disbursements) plus HST on fees of \$317,598.66, for a total of \$2,760,665.28.
4. Class Counsel has incurred fees exceeding \$5 million and anticipate fees of approximately \$300,000 for the work necessary to implement the settlement.
5. The representative plaintiffs fully understood the retainer agreement and approve the request for fees and disbursements.
6. The OHIP subrogated claim of \$58,086.23 was settled for the all-inclusive amount of \$29,043.12, to be paid out of the settlement fund effectively as a disbursement before the net settlement fund available for the class members is determined.
7. The CPF is entitled to repayment of its funded disbursements and 10% of the amount of the settlement fund remaining after all deductions are made for Class Counsel's disbursements (including the OHIP subrogated claim), Class Counsel fees, repayment of CPF covered expenses and settlement administration expenses.
8. Class Counsel proposes to reserve \$700,000 for the payment of administration expenses, as a conservative estimate. The amount is to be reviewed by the court upon final approval of the Distribution Plan once the adjudicators are selected and costs are better defined.
9. Costs of \$140,000 were ordered to be paid to Class Counsel as costs of the certification hearing.

#### Analysis of request for approval of fees and disbursements

I approve the request for fees and disbursements. I do not repeat the settled law (see *Cass v. Westernone Inc.*, 2018 ONSC 4794, at paras. 117-26). I rely on the following factors:

1. The contingency fee of 25% claimed is presumptively valid, and less than higher contingency fees which fall within the presumptively valid range.

2. The action involved considerable factual and legal complexity. The events leading up to the Collapse occurred over a lengthy period of time, from the design and construction of the Mall in 1979 to the Collapse in 2014.
3. The case raised issues of liability arising from successive owners, various professionals, public bodies and a supplier, raising engineering and highly technical issues.
4. The action raised legal, factual and statutory issues relating to the recovery and quantification of damages.
5. The litigation was risky for Class Counsel. While some liability would likely have been found against some defendants due to the Collapse, there was no assurance that any particular defendant found liable would have sufficient (or any) funds available for recovery.
6. Further, the quantum of damages was unknown at the outset of the litigation and required considerable effort on behalf of Class Counsel to obtain such information.
7. There was also a risk that potential class members would opt out of the class for larger claims (as occurred with the Foodland tenant).
8. Liability of each of the 13 defendants was not assured. While some defendants would likely have been found liable, it is likely that at least some of the defendants would not have been found liable at a trial on the merits, particularly as the inquiry made no findings of civil liability and did not assign any degree of fault to any party.
9. Class Counsel took significant steps to move the litigation and mediation forward, including drafting pleadings, preparing for certification (including hiring an engineering expert), reviewing thousands of pages of documents and transcripts, engaging in lengthy and contested mediations, and preparing motions to address the use of inquiry evidence and examinations for discovery, let alone the additional work to be done following settlement.
10. The monetary value of, and matters at issue in, this action are significant for the class, for loss of businesses or employment income, or personal injury.
11. Class Counsel demonstrated significant skill and competence, with experience in employment, personal injury and commercial litigation.
12. The results achieved were excellent, falling within the range recommended by two leading jurists with tremendous experience.
13. The OHIP subrogated claim was settled at a reasonable amount.
14. The disbursements claimed are reasonable, with the largest amounts for mediation services, and electronic document management (both of which are very reasonable given the complexity of the case and the volume of documents).
15. If leave is required under former s. 28.1(8) of the *Solicitors Act*, I grant such leave to Class Counsel to retain the costs award of \$140,000, given (i) the real risks assumed by Class Counsel, (ii) the value of compensation secured by Class Counsel, (iii) the fact that even with the retention of the fee portion of the costs awards in this case, Class Counsel will still recoup well less than straight time, and (iv) the fact that Class Counsel will need to perform additional work going forward to implement and oversee the settlement through to its completion (see *Hodge v. Neinstein*, 2014 ONSC 4503, at paras. 37, 39; reversed on other grounds, 2015 ONSC 7345; appeal dismissed, cross-appeal allowed in part, all on other grounds, 2017 ONCA 494).

For the above reasons, I find that the fees and disbursements sought are fair and reasonable and approve the request of Class Counsel for payment of \$2,760,665.28.

**Approval of honorarium sought by Elaine and Jack**

## Facts relevant to honorarium requests

I set out below the following facts relevant to the request for a \$15,000 honorarium for each of Elaine and Jack:

1. Elaine and Jack worked tirelessly as representative plaintiffs for almost 14 years on this class action.
2. Elaine experienced significant trauma as she witnessed the Collapse on a first-hand basis. She was working at the Mall that day at the counter in the restaurant Hungry Jack's (the family restaurant owned and operated by Elaine and Jack) in the food court. The Collapse into the food court was 15 to 20 feet from the counter.
3. Elaine heard the rumbling at first and then witnessed the building collapsing in front of her. Even in that moment, and despite the devastation (falling masses and chunks of steel, concrete and rebar, precariously hanging concrete/steel and escalator, an enormous plume of dust obscuring almost everything, water pouring in around her, etc.) and the fact that Elaine herself was in shock, her thoughts went to others and how they may be affected.
4. Instead of answering to her own panic and trying to immediately flee the Mall, Elaine attempted to turn off the gas to the stove or cooktop to avoid the gas adding to the devastation and a potential explosion.
5. Elaine was physically injured in the Collapse and was taken to hospital that day. Her injuries were to her shoulder, back and legs. To this day, Elaine still has significant trouble with her back, pain in her right side, and swelling, pain and permanent impairment of the mobility of her right leg.
6. In addition to her physical injuries and effects, Elaine was psychologically and emotionally injured. She experienced not only terror and shock at the time of the Collapse, but also continued to suffer from intense fear, anger, grief and anxiety, as well as nightmares and sleeplessness. Her fear of loud noises and anything above her persists. Her file includes examples of instances where, well after the Collapse, she was triggered and frozen or shaken to tears from loud noises or sounds. Her quality of life was significantly affected.
7. Jack had just left the Mall minutes before it collapsed but immediately and frantically returned when he learned of the Collapse to search desperately for Elaine. He was racked with worry and distress. Fortunately, they eventually reunited in the parking area.
8. Jack was himself already suffering from his own serious health issues. In 2007, he had a heart transplant which had complications, necessary follow-up (including in Ottawa) and caused lingering related health issues and risks. By the time of the Collapse, Jack was able to help around the restaurant but did not have any other employment at that time.
9. Since the Collapse, Jack has experienced many other health issues that have required significant intervention and medical assistance. For example, in 2017, Jack underwent a kidney transplant (also in Ottawa). He experienced issues with kidney rejection in 2018. In 2020, he contracted Covid and was deathly ill. He also had other health issues. The Quintes travelled together to Ottawa and other medical appointments many times each year over many years.
10. Throughout all these health complications, the Quintes have always made themselves available to Class Counsel, often not raising any of their personal health issues.
11. As the years progressed, the Quintes continued to experience personal financial constraints. Elaine and Jack picked up available hourly or piecework jobs to make ends meet, at times with Elaine taking on more than one job. Even with those troubles, the Quintes set aside time away from work

(thereby not earning wages), to attend the certification hearing in Toronto in November 2013 because they felt that that was part of the responsibility that they took on as representative plaintiffs and they wanted to do their job well. As well, they similarly felt compelled - and forewent wages again - to attend the 3-day mediation session in Toronto in January 2015 and another multi-day mediation session in Toronto in October 2015.

12. Despite all of their own physical, psychological and financial issues, the Quintes stepped up and agreed to become representative plaintiffs. They did so because they thought it was the right thing to do and not because they thought that they would get any personal benefit from that role. They never shrank from, or asked to be excused from, fulfilling their role.
13. The Quintes realized that they would be asked to recount and relive the traumatizing effects of the Collapse as part of this case. They knew that they would be asked to do so on various occasions, including in affidavits and in examinations. Elaine gave evidence in late July and early August 2013 about the Collapse and the events leading up to the Collapse (including her own experiences and ongoing concerns with the Mall, including concrete pieces falling into her restaurant at one point).
14. The Quintes were known in Elliot Lake (a city of approximately 11,000 residents) as the representatives of this class action. They were in effect the face of the class action for the local residents and businesses.
15. The Quintes were regularly asked by residents out in public (at Tim Hortons, drug store, grocery store, etc.) about the state or status of the case. They were asked about progress and had to face questions about what appeared to be a lack of movement or progress. They were in part expected to have specific responses and provide detailed updates on this case but they could not (nor could Class Counsel) provide such details given the privileged nature of settlement discussions. Consequently, the Quintes were often required to deal with questions in ways that other representative plaintiffs do not (for example, a representative plaintiff in a national class action about miscalculated fees is not recognized at a grocery store and asked questions about the progress of a case).
16. The Quintes were the face of this class action and had to bear the understandable frustration of local residents. The Quintes reiterated events as a matter of fact and without complaint. Nevertheless, the Quintes have advised Class Counsel that the process was "quite difficult" and challenging personally over many years.
17. Throughout all of this, the Quintes stayed the course as representative plaintiffs and made themselves available whenever Class Counsel needed to consult with them (even if one of them was experiencing health or hospital issues).
18. The Quintes themselves sought updates and provided their input on many occasions, often over long phone conversations. In addition, the Quintes travelled to Toronto for the certification hearing in November 2013 and the 3-day mediation session in January 2015 (as noted above), again with Elaine foregoing wages to attend. The Quintes often offered helpful comments, input and suggestions. Most recently, for example, the Quintes offered constructive comments on the Distribution Plan that Class Counsel worked into the Plan.

#### Analysis of the claim for an honorarium for each of Elaine and Jack

I approve the request for an honorarium for Elaine and Jack, although I set the quantum at \$7,500 for Elaine and \$5,000 for Jack. I do not repeat the settled law (see *Doucet v. The Royal Winnipeg Ballet*, 2023 ONSC 2323; and *Fresco v. Canadian Imperial Bank of Commerce*, 2024 ONCA 628). I rely on the following

factors, based on the evidence set out above:

1. The range for an honorarium is generally between \$5,000 and \$15,000: *Doucet*, at para. 116.
2. Both Elaine and Jack have gone well and beyond the call of duty as representative plaintiffs.
3. Elaine has been required to relive significant traumatic personal experience, having been working in the food court at the time of the Collapse, and a direct witness to the death, injuries, and losses incurred by the occupants of the Mall.
4. While Jack was not a direct witness, his trauma of rushing to the Mall without knowing if Elaine was alive or severely injured is a traumatic experience he would need to relive as a representative plaintiff.
5. Further, Elaine's psychological injuries as a result of the Collapse supports granting an honorarium. Elaine would have to relive her fear, anger, grief, anxiety, nightmares and sleeplessness. This was not an ordinary course of a representative plaintiff claiming damages. Given the effect of the Collapse on Elaine's quality of life, reliving that situation raises the same types of concerns discussed in *Doucet* and *Fresco*.
6. Despite the effects of the Collapse on Elaine's quality of life, and Jack's many serious physical ailments, both Quintes always remained responsive to Class Counsel and actively participated in the class action, missing work for lengthy periods of time even though they were not wealthy and had very limited employment.
7. As the "face" of the class action in a small town, the Quintes were constantly reminded of the Collapse and the trauma they endured. Further, they were constantly asked about the progress and had to face unhappy residents to answer questions about what appeared to be a lack of movement or progress. They were unable to provide answers to many of those questions given the privileged nature of settlement discussions, enduring the frustration of residents
8. The above factors support the exceptional circumstances for an honorarium for both Elaine and Jack. However, given that the court in *Doucet* fixed the honorarium of Ms. Doucet at \$7,500 (as she was required to disclose very personal matters), I would order the same quantum for Elaine due to the similar nature of personal trauma that would have to be relived as a result of being a representative plaintiff.
9. As for Jack, I fix his honorarium at the lower end of the scale, at \$5,000, as he did not have to personally relive the trauma of being in the Mall and the physical and psychological effects of direct involvement. Nevertheless, Jack still suffered some personal trauma (and took exceptional steps as a representative plaintiff, as did Elaine), which would justify an honorarium at the lowest amount in the range discussed in *Doucet*.

## CONCLUSION

For the above reasons, I approve the Settlement Agreement and the fees and disbursements requested by Class Counsel. I approve the Distribution Plan on a provisional basis, subject to final approval once adjudicators are appointed and the cost of the process is more fully known to the court. Finally, I approve of an honorarium to Elaine in the amount of \$7,500 and to Jack in the amount of \$5,000.

Counsel may provide the court with a draft order for review which incorporates the conclusions in this

endorsement. Counsel may also schedule a return hearing or case conference to address final approval of the Distribution Plan.

April-14

, 2026

Date of Endorsement (*Rule*  
*59.02(2)(c)(ii)*)



Signature of Judge/Associate Judge (*Rule*  
*59.02(2)(c)(i)*)  
*Justice Glustein*