

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE E.M. MORGAN)
)
)
)

MONDAY, THE
27th DAY OF JUNE, 2022

B E T W E E N :

D'ANDRA MONTAQUE

Plaintiff

- and -

HANDA TRAVEL STUDENT TRIP LTD. o/a I LOVE TRAVEL, CAMPUS VACATIONS HOLDINGS INC., 2504027 ONTARIO INC. o/a S-TRIP! and 2417988 ONTARIO INC. o/a BREAKAWAY TOURS, ALEXANDRE JIT HANDA a.k.a. ALEXANDRE HANDA a.k.a. ALEXANDER HANDA a.k.a. ALEX HANDA, JUSTIN VAN CAMP and EUGENE WINER

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(SETTLEMENT, DISTRIBUTION PROTOCOL, AND HONORARIUM APPROVAL)**

THIS MOTION made by the Plaintiff for an Order approving the Minutes of Settlement, the Distribution Protocol, the form and content of the notice of settlement approval (the "Settlement Approval Notice") and the method of dissemination of the Notice, was heard this day by judicial videoconference at 130 Queen Street West, Toronto, Ontario.

WHEREAS this action was certified as a class proceeding by decision of the Court dated October 23, 2020;

AND WHEREAS, the class definition for the purposes of this action has been ordered as follows:

All persons who worked as Trip Leaders for the Defendants Handa Travel Student Trip Ltd. o/a I Love Travel, Campus Vacations Holdings Inc., 2504027 Ontario Inc. o/a S-Trip! And 2417988 Ontario Inc. o/a Breakaway Tours on trips under their Breakaway Tours and/or S-Trip brands commenced in or departing from Ontario at any time during the period from June 3, 2014 to October 23, 2020.

(the “Class” and/or “Class Members”)

AND WHEREAS, D’Andra Montaque has been appointed as the representative plaintiff of the Class (the “Representative Plaintiff”) and Goldblatt Partners LLP has been appointed as counsel for the Class (“Class Counsel”);

ON READING the materials filed, including the Minutes of Settlement and Release with the Defendant dated as of November 7 and 8, 2021 attached to this Order as **Appendix “A”** (the “Settlement Agreement”) and the Distribution Protocol attached to this Order as **Appendix “B”** (the “Distribution Protocol”), and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there were no objections to the Settlement Agreement;

AND ON BEING ADVISED that the deadline for opting out of the Action has passed, and 4 people validly and timely exercised the right to opt out;

AND ON BEING ADVISED that the Plaintiff and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to, and are incorporated into, this Order;
2. **THIS COURT ORDERS** that in the event of a conflict between this order and the Settlement Agreement, this Order shall prevail;
3. **THIS COURT ORDERS** that the Settlement Agreement attached at **Appendix “A”** are approved pursuant to section 27.1 of the *Class Proceedings Act, 1992* as fair, reasonable and in the best interests of the Class, and shall be implemented and enforced in accordance with its terms;
4. **THIS COURT ORDERS** that the Distribution Protocol attached as **Appendix “B”** is hereby approved pursuant to section 27.1 of the *Class Proceedings Act, 1992* as fair, reasonable and in the best interests of the Class, and shall be implemented and enforced in accordance with its terms;
5. **THIS COURT ORDERS** that the Distribution Protocol forms part of the Settlement Agreement;
6. **THIS COURT ORDERS** that Ricepoint Administration Inc. (the “Administrator”) is hereby appointed to implement the Distribution Protocol, and may determine and issue payments to the Class Members in accordance with its terms without further order from the Court;
7. **THIS COURT ORDERS** the Administrator will be remunerated the Administration Expenses from the Settlement Amount;

8. **THIS COURT ORDERS** that this Order, including the Settlement Agreement and Distribution Protocol are binding on each Class Member who did not validly opt out, including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this proceeding;

9. **THIS COURT ORDERS** that the Class Members shall be given notice of the approval of the Settlement Agreement in substantially the form set out in **Appendix “C”** (the “Settlement Approval Notice”);

10. **THIS COURT ORDERS** that the Administrator shall disseminate the Settlement Approval Notice to Class Members in accordance with this Notice Plan:

- a. emailing a copy of the Notice to the last known email address of the Class Member as provided by the Defendants in the Class List or as otherwise in the possession of Class Counsel;
- b. sending a link to the Notice by text message to the last known cell phone number of the Class Member as provided by the Defendants in the Class List or as otherwise in the possession of Class Counsel;
- c. posting a copy of the Notice on the webpage www.s-tripclassaction.com; and
- d. Class Counsel providing a copy of the Notice by mail as requested by any Class Member;

11. **THIS COURT ORDERS** that Class Members shall have 6 months from the date of distribution of the notice in paragraph 10 to make a claim for payment from the Claim Fund;

12. **THIS COURT ORDERS** that in recognition of the Representative Plaintiff’s contribution to this action she shall receive a \$5,000 honorarium paid from the Settlement Amount;

13. **THIS COURT ORDERS** that for purposes of the administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Defendants attorn to the jurisdiction of this Court for the purpose of implementing, administering, and enforcing the Minutes of Settlement and this Order, and subject to the terms and conditions set out in the Minutes of Settlement and this Order;

14. **THIS COURT ORDERS** that, upon the Effective Date, the action be and is hereby dismissed as against the Defendants, without costs and with prejudice;

15. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason this Order shall be set aside and declared null and void and of no force or effect without the need for any further order of this Court.



Morgan J.