



Court File No.: CV-21-00665193-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

JUSTICE AKBARALI

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FRIDAY THE 21ST DAY OF

FEBRUARY, 2025

B E T W E E N:

ALGA ADINA BONNICK, GORAN STOILOV DONEV,
and SARAH-JANE SHAW

Plaintiffs

and

LAWRENCE KRIMKER, CROWN CREST CAPITAL MANAGEMENT CORP., CROWN
CREST FINANCIAL CORP., CROWN CREST CAPITAL TRUST, CROWN CREST
CAPITAL II TRUST, CROWN CREST BILLING CORP., CROWN CREST CAPITAL CORP.,
CROWN CREST FUNDING CORP., SANDPIPER ENERGY SOLUTIONS, SANDPIPER
ENERGY SOLUTIONS HOME COMFORT, SIMPLY GREEN HOME SERVICES
(ONTARIO) INC., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME
SERVICES CORP., PEOPLES TRUST COMPANY, LYUDMILA KRIMKER, 2775996
ONTARIO INC., MARBLE AMALCO INC., HCSI HOME COMFORT INC., HCSI HOME
COMFORT 2 INC. and SGHS MANAGEMENT HOLDCO INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the plaintiffs for various orders pursuant to the parties' settlement agreement dated November 1, 2024 (the "**Settlement Agreement**") was heard this day at the Superior Court of Justice at 330 University Ave, Toronto, ON M5G 1R8;

WHEREAS the Court approved the Settlement Agreement;

ON READING the materials filed and on hearing the submissions of counsel and on being advised that the orders sought are on consent:

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 the distribution protocol is approved substantially in the form of **Schedule “A”** hereto, and it shall govern the administration of the Settlement Agreement.
3. **THIS COURT ORDERS** that the notice of settlement approval is approved substantially in the form of **Schedule “B”** hereto, subject to any non-material modification that may become reasonably necessary if and when the CCAA Approval Order is granted. If a material modification is required, the parties may seek a further attendance before this Court to address notice approval for purposes of the *Class Proceedings Act, 1992*.
4. **THIS COURT ORDERS** that as of the Effective Date, or on a reasonable date thereafter, the notice of settlement approval shall be disseminated in accordance with the notice plan approved by this Court in this class action.
5. **THIS COURT ORDERS** that the retainer agreement entered into by Alga Adina Bonnick and Class Counsel dated June 25, 2021, the retainer agreement entered into by Goran Stoilov Donev and Class Counsel dated April 11, 2023, and the retainer agreement entered into by Sarah-Jane Shaw and Class Counsel dated December 19, 2023 are approved.

6. **THIS COURT ORDERS** that the fees plus applicable taxes of Class Counsel are fair and reasonable and are hereby approved.
7. **THIS COURT ORDERS** that the disbursements plus interest and applicable taxes of Class Counsel are approved.
8. **THIS COURT ORDERS** that legal fees of \$5,610,000, plus applicable taxes, and disbursements of \$47,478.90, plus applicable taxes, and interest of \$485.96 on disbursements, are awarded to Class Counsel.
9. **THIS COURT ORDERS** that Class Counsel is permitted to be reimbursed from the Settlement Fund for reasonable additional disbursements up to a maximum of \$30,000, plus taxes. If greater disbursements are incurred, Class Counsel shall be permitted to seek a further order of this Court for approval of those additional disbursements.
10. **THIS COURT ORDERS** that legal fees of 33% of a Participation Amount, if any, plus applicable taxes, arising from the sale of the CCAA Debtors' assets in the CCAA proceeding are awarded to Class Counsel.
11. **THIS COURT ORDERS** that the legal fees, disbursements, interest, and applicable taxes payable to Class Counsel as fixed in this order be paid from the Settlement Fund, pursuant to the terms of the Settlement Agreement.
12. **THIS COURT ORDERS** that an honorarium of \$10,000.00 is awarded to the plaintiff, Alga Adina Bonnick, to be paid from the Settlement Fund.

13. **THIS COURT ORDERS** that the Class Proceedings Fund of the Law Foundation of Ontario is entitled to repayment of disbursements advanced totalling \$5,294.07 from the Settlement Fund.
14. **THIS COURT ORDERS** that the Class Proceedings Fund shall receive a levy in the amount of 10% on 38.19% of the net Settlement Fund (inclusive of the Initial Cash Payment, and any Participation Amount) as attributable to the SG Action, after payment of Class Counsel Fees, disbursements and Administration Expenses, in accordance with section 10(3) of O. Reg. 771/92.
15. **THIS COURT ORDERS** that no amounts shall be distributed to any class member until the Class Proceedings Fund has had an opportunity to review and confirm Class Counsel's calculation of the levy. Where there is any dispute as to the calculation of the levy, this Court orders that the parties shall appear before the class action case management judge regarding any issues raised and that, pending any appearance, no funds shall be disbursed.
16. **THIS COURT ORDERS** that that Administration Expenses, Class Proceedings Fund levy, and Class Counsel Fees be paid out of the Settlement Fund in accordance with the Settlement Agreement.
17. **THIS COURT ORDERS** that this order, and the order concurrently issued regarding the invalidity of notices of security interest and liens on home title, being Schedule 7 to the Settlement Agreement, are contingent upon the approval of the Settlement Agreement by the CCAA Court and the Settlement Agreement becoming effective pursuant to the terms of the Settlement Agreement, and the terms of this order shall not be effective unless and until the Settlement Agreement becomes effective.



The Honourable Justice Akbarali

Schedule “A”

Court File No.: CV-21-00665193-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ALGA ADINA BONNICK, GORAN STOILOV DONEV,
and SARAH-JANE SHAW

Plaintiffs

- and -

LAWRENCE KRIMKER, CROWN CREST CAPITAL MANAGEMENT CORP., CROWN
CREST FINANCIAL CORP., CROWN CREST CAPITAL TRUST, CROWN CREST CAPITAL
II TRUST, CROWN CREST BILLING CORP., CROWN CREST CAPITAL CORP., CROWN
CREST FUNDING CORP., SANDPIPER ENERGY SOLUTIONS, SANDPIPER ENERGY
SOLUTIONS HOME COMFORT, SIMPLY GREEN HOME SERVICES (ONTARIO) INC.,
SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP.,
PEOPLES TRUST COMPANY, LYUDMILA KRIMKER, 2775996 ONTARIO INC., MARBLE
AMALCO INC., HCSI HOME COMFORT INC., HCSI HOME COMFORT 2 INC. and SGHS
MANAGEMENT HOLDCO INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

DISTRIBUTION PROTOCOL

- (c) ***Claims Filing Deadline*** means the date by which Claims (and any required supporting documentation) must be submitted in order for class members to be considered for settlement benefits under this Distribution Protocol, which date shall be four (4) months after the first publication of the notice advising class members of the claims process;
- (d) ***Court*** means the Superior Court of Justice for Ontario; and
- (e) ***Net Settlement Funds*** means the Initial Cash Amount plus the Participation Amount, if any, as defined in the Settlement Agreement, less:
- i. Class Counsel Fees as approved by the Court;
 - ii. Class Proceedings Fund levy relating to the Ontario class;
 - iii. Administration Expenses (which include fees of the Claims Administrator in administering this Distribution Protocol, expenses in distributing notice to the Class, and other administration disbursements);
 - iv. Taxes accruable with respect to the income earned on the settlement funds prior to distribution (including interest and penalties); and
 - v. Any other deduction approved by the Court.

III. BACKGROUND

a. Parties

4. The plaintiffs are Alga Adina Bonnick, Goran Stoilov Donev, and Sarah-Jane Shaw.
5. The settling defendants are Lawrence Krimker, Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Capital Trust, Crown Crest Capital II Trust, Crown Crest Billing Corp., Crown Crest Capital Corp., Crown Crest Funding Corp., Sandpiper Energy Solutions, Sandpiper Energy Solutions Home Comfort, Simply Green Home Services (Ontario)

10. The parties attended three days of mediation with the Honourable Thomas McEwen in August 2024 and another day in September 2024. While a settlement was not achieved, negotiations continued with assistance from Mr. McEwen. After the start of the certification and summary judgment hearing, the parties reached a settlement agreement in principle and the hearing was adjourned on consent. The Settlement Agreement was subsequently signed.

c. The Settlement Class

11. The proposed consent certification class is as follows:

All Persons in Canada who are or were party to a Lease at any time between July 17, 2013 and January 15, 2025, except Excluded Persons.

Where:

“Excluded Persons” means any putative Class Member who validly opts out of this proceeding in accordance with the terms of this Order and each Defendant;

“Lease” means Equipment leases between putative Class Members and either: (i) a Simply Green Vendor; or (ii) an entity to which a Simply Green Vendor is or was a successor in interest in respect of that Equipment Lease whether by assignment, purchase, corporate acquisition or amalgamation or otherwise, including Leases that have been terminated, bought out, or rescinded, and Leases that have expired or matured;

“Equipment” means furnaces, heat pumps, air conditioners, air purifiers, water heaters, water softeners, water purification systems, water treatment systems, water filters, boilers, thermostats, air cleaners, humidifiers, chimney liners, duct cleaning services, heat recovery ventilators, filters, and other equipment or services; and

“Simply Green Vendor” means any of Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., HCSI Home Comfort Inc., HCSI Home Comfort 2 Inc., Simply Green Home Services Inc., Simply Green Home Services Corp., Utilebill Home Services Inc., Crown Crest Capital Trust, Simply Green Retail Services Inc., Crown Crest Billing Corp., Simply Green Home Services (BC) Inc., Simply Green Home Services (AB) Inc., Simply Green Home Services (SK) Inc., and Simply Green Home Services (MB) Inc.

Settling Defendants are of no force and effect. The letter will authorize a lawyer engaged by a class member to seek to discharge same from title.

e. Categorization of Class Members

13. The settlement contains both monetary and non-monetary elements such that there is no fixed individual payment and the payment will vary depending on the ultimate take-up rate.

14. Those class members who paid the Settling Defendants a buyout fee may be eligible for monetary compensation in accordance with this distribution protocol.

15. Further, the settlement contemplates the cancellation of lease agreements and arrears forgiveness of \$13,500,000 worth of ongoing lease agreements. Of this amount, \$2,000,000 worth of leases will be subject to the claims process described below.

16. Class members who are deemed not eligible for a cash payment or a cancellation will benefit from the settlement in any case, including by way of a 3.5% per annum cap on the annual payment increases under their agreements, a 25% reduction in lease buyout prices for the equipment, and receipt of a letter and court order rendering any notice of security interest or similar encumbrance unenforceable and authorizing any solicitor to discharge such encumbrance.

f. Calculation of Individual payments

17. Pursuant to the Settlement Agreement, the Settling Defendants have agreed to pay an Initial Cash Amount of \$17,000,000, in addition to a Participation Amount to be determined based on the proceeds of the sale of the business. These proceeds, less fees and disbursements, shall constitute the amount to be allocated to class members as specified below.

(c) using the quantum of the amount paid by the class member against the Net Settlement Funds available to compensate the claimants to assess a payout to each such claimant that is based on a proportionate percentage to the total of the actual sums paid by the class members compared to the total fund available to compensate all eligible class members, not exceeding the actual amount paid by such class members to any of the Settling Defendants:

Example A: If the Net Settlement Funds to be distributed is \$100; three eligible class members claim, each of whom paid the following sums: class member 1, \$45; class member 2, \$80; class member 3, \$65. The payment to each will be calculated as follows:

$\$45 + \$80 + \$65 = \190 (total amount paid out by all eligible and approved claimants)

The Net Settlement Funds (\$100) represents an approximately 52% share of the total amount paid by the claimant class members (\$190).

Each claimant receives approximately 52 % of the actual sums paid: class member 1 receives ($\$45 \times 0.52 = \textbf{\$23.4}$); class member 2 receives ($\$80 \times 0.52 = \textbf{\$41.6}$); class member 3 receives ($\$65 \times 0.52 = \textbf{\$33.8}$).

Example B: If the Net Settlement Funds is \$100; three eligible class members apply, each of whom paid the following sums: class member 1, \$25; class member 2, \$30; class member 3, \$15. The payment to each class member will be the full amount that they each paid, but not higher than 100%: \$25, \$30, and \$15.

escalations no greater than 3.5%, and with useful life Lease terms deemed to be 180 months.

7.2 The Leases to be cancelled shall be identified by the following Parties in the following amounts:

(a) \$11,500,000 by value of the Leases to be cancelled shall be identified by Peoples Trust Company within thirty (30) days of the Effective Date; and

(b) \$2,000,000 by value of the Leases to be cancelled shall be identified by the Plaintiffs in the course of the implementation of the settlement.

7.3 With respect to those Leases to be selected by Peoples Trust Company, the Simply Green Vendors will provide Peoples Trust Company with a list of the Leases of Settlement Class Members held as of the date of this Settlement Agreement by the Simply Green Vendors and currently in default for non-payment, and Peoples Trust Company shall identify Leases for cancellation by order of the longest outstanding default, based on Simply Green Vendors' records. Offers of cancellation to lessees will be made by starting at the top of the list and working down the list until the agreed-upon value of Lease cancellations has been met. The language of these offers of cancellation communications to the affected Settlement Class Members will be subject to Class Counsel's review and comments. Peoples Trust Company will provide Class Counsel with a list of those Leases for which offers of cancellation have been made and separately of those Leases for which offers of cancellation have been accepted by Settlement Class Members.

7.4 Lease cancellation under this Section is intended to benefit Settlement Class Members experiencing the most hardship, and therefore Settlement Class Members who are offered the option of cancelling their Lease and who accept the Lease cancellation will be entitled to retain the Equipment that was the subject of the cancelled Lease at no cost to the Settlement Class Members, but they will no longer be entitled to any service or maintenance from any of the Settling Defendants. Settlement Class Members who are offered the option of cancelling their Lease and refuse the Lease cancellation will maintain the same obligations and benefits under their Leases in accordance with their terms and this Settlement Agreement (including the benefits under Sections 8 and 9 and 10, below) in all respects as if a cancellation offer had not been made to them.

7.5 The Parties recognize that it will likely be impossible to cancel Leases with values that match the precise amounts set out in Section 7.2, and therefore the Parties agree that the Lease cancellation thresholds set out in Section 7.2 will be deemed to be fulfilled if the value of Lease cancellations is within two thousand dollars (CDN \$2,000.00) of those Lease cancellation thresholds.

Defendants or any parties to whom they henceforth assign their interest in the Leases, including a buyer in a SISP and such buyer's successors and assigns. This means that such notices shall be permanently unenforceable. Further, if a class member wishes to remove the notice, the Settling Defendants consent for any solicitor engaged by such class members whose Leases the Settling Defendants have not previously assigned or sold to seek to discharge the notices of security interest from title to the class members' home, with any and all discharge fees, costs and disbursements to be paid by the class member to such solicitor and provided that such discharge shall not otherwise affect the rights and obligations of the parties under the applicable Lease.

IV. THE CLAIMS PROCESS

a. The Claim

34. To make a claim for monetary compensation, class members must submit the following:
- (a) A claims form (of the nature of a statutory declaration) by the class member party to the Lease, or their legal representative, attesting to the following:
 - i. That they are a resident of Canada;
 - ii. Their identity;
 - iii. That they were a party to a Lease or the legal representative of a party to a Lease, for Equipment between July 17, 2013 and January 15, 2025;
 - iv. The address of the real estate property associated with the Lease where the Equipment was installed;
 - v. That the class members paid a buyout fee or other termination fee in order to end their obligations under the Lease, including to discharge any lien,

the quantum of payment associated with the Lease, claimant, and specific real estate property can be substantiated without further supporting documentation from the claimant.

39. In carrying out this verification, the Claims Administrator shall take a sensitive and remedial approach, accounting for spelling variations and other issues with the Settling Defendants' database.

40. Second, if some or all of the information required to verify whether a claimant made a termination or buyout payment to the Settling Defendants or the quantum of such payment is not available, the Claims Administrator may request that information from the claimant to the extent that is necessary. In such instances, missing information must be supported by supporting documentation as described in paragraph 41(b) below.

41. Where data provided by the Settling Defendants does not substantiate a Claim, the Claims Administrator may request that a claimant be required to provide supporting documents, such as:

- (a) Any buyout invoice received from any of the Settling Defendants (if any);
- (b) Proof that payment of the buyout or other termination fee was made to the entity as specified in the statutory declaration (including bank records, solicitor's records, receipts, and any other evidence of payment); or
- (c) A title abstract showing a discharged notice of security interest from title to the subject property.

42. The Claims Administrator shall specify a reasonable deadline, at least thirty (30) days, in its requests for further documentation.

43. Class members must respond to requests from the Claims Administrator seeking to verify the information required by such deadline. If such information is not provided by the specified

- ii. A written explanation for their request; and
- iii. Any documentation which may support their written request.

47. A claim for cancellation shall be disqualified if the claimant was previously offered a cancellation by the Settling Defendants under section 7.2(a) but refused the offer.

48. Leases to be cancelled, which are to be decided by the plaintiffs (through Class Counsel), will be selected according to the following process.

49. To determine which Leases are eligible for cancellation by the plaintiffs (through Class Counsel), the following non-exhaustive factors apply:

- (a) The plaintiffs (through Class Counsel) may consider whether extenuating circumstances resulted in hardship to the claimant that is disproportionate and must best be adequately rectified by a cancellation;
- (b) Mental incapacity or significant vulnerability of the affected class member (including age, illness, disability, or language barriers);
- (c) Documented unhonoured cancellation request(s) to the defendants or their agents during the 10-day cooling-off period;
- (d) Removal of functioning equipment (age of removed equipment to be considered) to install the leased equipment in its place;
- (e) Equipment failure, service issues, or non-operational equipment; and
- (f) Door-step fraud and misrepresentation.

50. In each instance, the Claims Administrator shall obtain confirmation from the class member that in the event of a cancellation the class member shall retain the subject Equipment free of charge but will not in the future receive any services for same from the Settling Defendants.

d. Deceased Class Members

57. Claimants who are claiming on behalf of the estate of a deceased class member must include:

(a) Death Certificate for the deceased claimant; and

(b) Documentation in the form of a will or other legal form of appointment, establishing to the Claims Administrator's satisfaction that the individual who filed the claim is able to act on behalf of the estate.

58. Any payments to estate claims will be issued to the estate of the deceased class member.

e. Assistance in Filing a Claim

59. Class members can contact the Claims Administrator or Class Counsel, at no charge, with questions about how to complete a Claim.

60. If a class member chooses to use a third-party claims service, a legal professional of their own choosing, or similar services, the class member will be responsible for any and all expenses incurred in doing so.

f. The Online Claims Portal

61. The Claims Administrator shall create an online claims portal that the class members can access in order to file a Claim. The online claim portal shall contain fields that require the class member to provide all applicable information required as part of the Claim in accordance with paragraphs 34 and 46 as applicable.

62. Class members will be encouraged to complete and submit a Claim electronically using the online claims portal. If a class member does not have internet access or is otherwise unable to submit a Claim using the online claims portal, the class member can register over the telephone

duplicative or fraudulent claims, the use of AI or bots to submit fraudulent claims, and/or out-of-country claims.

68. The Claims Administrator shall notify class members if their Claim was identified as including incomplete fields or missing documentation, as potentially duplicative, as potentially fraudulent and/or out-of-country.

69. The Claims Administrator will provide the class member with instructions for remedying the issue(s) and shall provide thirty (30) days from the date of such notice to remedy the issue(s). If the issue(s) is not corrected within the thirty (30) day period, the Claims Administrator may reject the Claim.

70. The Claims Administrator shall send to the class member a decision as to the approval or rejection of the Claim (the “**Decision Notice**”). Where the Claims Administrator has rejected all or part of the Claim, the Claims Administrator shall include in the Decision Notice its grounds for doing so.

71. The Claims Administrator’s decision will be binding upon the class member, subject to the class member’s limited right to appeal, below.

72. To ensure a fair and efficient administration of the Settlement Funds, the Claims Administrator and Class Counsel may agree to extend the Claims Filing Deadline and/or adjust the claims process in situations of exceptional hardship.

h. Appeal of Decisions on Compensation and Cancellation

73. Claimants who wish to appeal the decision of the Claims Administrator must do so by sending their request for appeal by email, or in the mail postmarked, no later than thirty (30) days from the date the Decision Notice was issued by the Claims Administrator.

79. The online claims portal shall provide individual class members an opportunity to elect between payment by e-transfer or cheque and shall advise that individual class members who elect to receive payment by cheque will have \$2 deducted from his/her payment to reflect the cost of issuing a cheque.

80. The Claims Administrator shall have the discretion, but is not required, to reissue payments to a class member returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the class member shall be deducted from that class member's settlement benefits.

V. THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

a. Supervisory Powers of the Ontario Court

81. The Claims Administrator shall administer this Distribution Protocol under the ongoing authority and supervision of the Court.

b. Investment of Settlement Funds

82. The settlement funds shall be held in a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46), held at a Canadian financial institution.

c. Taxes

83. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the Net Settlement Funds while held in trust and shall pay any taxes imposed on such monies while held in trust out of the Net Settlement Funds.

91. The Claims Administrator shall provide all reports required under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, and any reports requested by the Court.

g. Assistance to the Claims Administrator

92. The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as is reasonably necessary in the implementation of this Distribution Protocol.

VI. CLASS MEMBER INFORMATION

a. Confidentiality

93. All information received from the Settling Defendants or class members collected, used, and retained by the Claims Administrator for the purposes of administering this Distribution protocol is protected under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.

94. The Claims Administrator shall have and maintain certification regarding cyber-security for the administration of the online claims portal, all information received through the claims portal, and information provided through the class member database. Specifically, the Claims Administrator must certify the protection/encryption of all data following documented technical security standards set by NIST Cybersecurity Framework guidelines (available at <https://www.nist.gov/cyberframework>), including controls such as system hardening, encryption, anti-virus, malware protection and a regular patching protocol.

95. The information provided by class members is strictly private and confidential and will not be disclosed without the express written consent of the relevant class member, except in accordance with this Distribution Protocol and any related Court orders. Prior to implementing the

100. Non-material readjustments and revisions to this Distribution Protocol that may become necessary or desirable from time to time may be carried out by the Claims Administrator upon confirmation with and approval in writing of Class Counsel.

**CROWN CREST, SIMPLY GREEN, AND PEOPLES TRUST COMPANY
HVAC EQUIPMENT LEASE CLASS ACTIONS**

Notice of Settlement Approval & Claims Process

Read this Notice carefully, as it may affect your legal rights.

The Superior Court of Justice for Ontario has approved this message.

A settlement has been reached in this action.

The action claimed that the defendants failed to comply with consumer protection laws when they did not disclose material information and registered notices of security interests (also known as “NOSIs”) or other liens on consumers’ home title. The defendants denied these allegations, none of which have been proven in court.

On [DATE], the Court approved the settlement agreement.

This document has important information about how to claim under the settlement. The deadline is [+4 MONTHS].

A. AM I INCLUDED?

You may be a part of this settlement if:

- You are a homeowner in Canada (excluding Quebec).
- You had an equipment lease involving any of the following companies at any time between July 17, 2013, and January 15, 2025:
 - Crown Crest Capital Management Corp.
 - Crown Crest Financial Corp.
 - Crown Crest Funding Corp.
 - Crown Crest Capital Trust
 - Crown Crest Billing Corp.
 - Simply Green Home Services Inc.
 - Simply Green Home Services Corp.
 - Simply Green Retail Services Inc.
 - Simply Green Home Services (BC) Inc.
 - Simply Green Home Services (AB) Inc.
 - Simply Green Home Services (SK) Inc.
 - Simply Green Home Services (MB) Inc.
 - Utilebill Home Services Inc.
 - HCSI Home Comfort Inc.
 - HCSI Home Comfort 2 Inc.
- And your leased equipment is one or more of the following items:
 - furnace
 - heat pump
 - air conditioner

This document has details on how benefits under the settlement are distributed.

The protocol is posted online at [\[LINK\]](#).

Here is a summary:

Compensation for Buyout Payment

Not everyone is eligible for compensation.

People who paid buyout or termination fees to the defendants between July 17, 2013 and January 15, 2025 may be eligible for compensation.

Each person who makes a claim for compensation will be asked to submit a claim form and, if requested, must provide supporting evidence of the buyout or termination fees paid.

The administrator will review your claim and will inform you if you are eligible to receive compensation under the settlement, if you are not eligible, or if you need to provide more documents.

There is no fixed payment amount.

The amount will depend on how many claims are approved.

Eligible claimants will receive compensation that is proportionate to how much they paid to the defendants.

Lease Cancellations

Not everyone is eligible to cancel their ongoing lease agreements.

The plaintiffs have a limited number of agreements under the settlement that they can cancel.

If you are in an active lease and would like to request cancellation, you can submit a claim to have your agreement considered for cancellation.

The following criteria will be used to determine which agreements will be cancelled:

- (a) Mental or physical vulnerability (e.g. age, illness, disability, or language barriers);
- (b) Evidence of an attempt to cancel the contract within 10 days of signing;
- (c) Replacement of functioning equipment (considering the age of the removed equipment) to install the leased equipment in its place;
- (d) Issues with the leased equipment, such as failure or poor service; and
- (e) Door-step fraud and misrepresentation.

You need to provide supporting documentation about these criteria when submitting your claim.

Other Benefits for Ongoing Leases

Annual Escalation Limit:

Please visit the website for this case here: **[LINK]**

A dedicated call centre has been established to address general inquiries and help you complete the claim form. The call centre is open **[HOURS]** at **[NUMBER]**.

You may also visit the FAQ page at **[LINK]** for more information.

F. WHO REPRESENTS THE SETTLEMENT CLASS MEMBERS?

The law firm, Sotos LLP, represents the affected consumers and can be reached at:

Mohsen Seddigh, David Sterns, and Maria Arabella Robles

Sotos LLP

55 University Ave., Suite 600

Toronto, ON M5J 2H7

Toronto: 416.977.0007

Toll-free: 1.888.977.9806

Email: classactions@sotos.ca

G. MORE INFORMATION

If there is a conflict between this notice and the settlement agreement or distribution protocol, the terms of the settlement agreement and/or the court orders will prevail.

Please do not contact the Court if you have questions about the settlement. The Court will not be able to answer your questions. If you have any questions, please contact the Administrator's call centre at **[PHONE NUMBER]** or visit the Settlement Website at **[LINK]**.

THIS NOTICE HAS BEEN APPROVED BY
THE SUPERIOR COURT OF JUSTICE FOR ONTARIO.

ALGA ADINA BONNICK et al.
Plaintiffs

-and-

LAWRENCE KRIMKER et al.
Defendants

Court File No. CV-21-00665193-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED IN TORONTO

Proceeding under the *Class Proceedings Act, 1992*, SO 1992, c 6

ORDER

SOTOS LLP

180 Dundas Street West
Suite 1200
Toronto ON M5G 1Z8

BLANEY McMURTRY LLP

Barristers and Solicitors
Suite 1500 - 2 Queen Street East
Toronto, ON M5C 3G5

David Sterns (LSO # 36274J)
dsterns@sotos.ca
Mohsen Seddigh (LSO # 70744I)
mseddigh@sotos.ca
Maria Arabella Robles (LSO # 87381F)
mrobles@sotos.ca

David T. Ullman (LSO#42357I)
dullmann@blaney.com
Tel: 416-596-4289

Tel: 416-977-0007

Lawyers for the Plaintiffs