

**NOTICE OF PARTIAL CLASS ACTION CERTIFICATION**  
**and APPROVAL OF SETTLEMENT**

**Fortress Syndicated Mortgages Class Actions in respect of:**

**Collier Centre, Barrie**  
**Harmony Simcoe/The Kemp, Barrie**  
**Orchard, Calgary**  
**Sutton/The Link, Burlington**  
**Ten88 Progress, Toronto**

**You are receiving this notice because you invested in one or more of the following “Fortress” syndicated mortgage loans in respect of five Development Projects:**

- the **Collier Centre Project First Syndicated Mortgage only**, located at 90 Collier Street and 55 Mulcaster Street, Barrie, Ontario, in respect of the charge registered as Instrument SC1005953;
- the **Harmony Simcoe/The Kemp Project**, located at 51, 53, 55 and 75 Bradford Street, Barrie, Ontario, in respect of the charge registered as Instrument SC983678.
- the **Sutton/The Link Project**, located at 5210, 5218, 5226, 5236 Dundas Street and 2500 Burloak Drive in Burlington, Ontario in respect of the charges registered as Instruments HR1062915, HR1163232, or HR1174204;
- the **Orchard Project** located at 602, 606, 610, 620, 624, 626 and 628 12<sup>th</sup> Avenue S.E., in Calgary, Alberta in respect of the charge registered as Registration Number 141 112 373; or
- the **Progress/Ten88 Project**, located at 1088 Progress Avenue, Toronto, Ontario in respect of the charge registered as Instrument AT3101004.

Class actions have been commenced in respect of these five Development Projects:

- *Arlene McDowell and Saviero Aversa v. Fortress Real Capital Inc. and others* CV-16-558165-00CP (Collier Centre)
- *The Estate of Bryan Madryga by his Estate Administrator Rebecca Shaw v. Fortress Real Capital Inc. and others* CV-16-565287-00CP (Harmony Simcoe/The Kemp)
- *Arlene McDowell and The Estate of Bryan Madryga by his Estate Administrator Rebecca Shaw v. Fortress Real Capital Inc. and others* CV-17-570361-00CP (Orchard)
- *Arlene McDowell v. Fortress Real Capital Inc. and others* CV-16-560268-00CP (Progress/Ten88)
- *Sandra Medland v. Fortress Real Capital Inc. and others* CV-16-561293-00CP (Sutton/The Link)

(together, the “Class Actions”)

This notice provides you with important information about the Class Actions that you need to be aware of because there are **two important developments** that can impact your legal rights.

## **1. The Class Actions have been Certified for Settlement Purposes**

The Class Actions brought in respect of each of these five Development Projects have been certified as class proceedings as against the Defendants, Building & Development Mortgages Canada Inc. (formerly carrying on business as Centro Mortgage Inc.) (“BDMC”), and the Estate of Ildina Galati, deceased, by its Trustee in Bankruptcy Crowe Soberman Inc. (“Galati”) (together, the “BDMC Defendants”).

The Court has also certified the actions involving the Collier Centre, Orchard, and Sutton/The Links Development Projects as against the Defendants FFM Capital Inc., Rosalia Spadafora and Saul Perlov (together, the “FFM Defendants”). (The FFM Defendants were only sued in the actions involving these three Development Projects.)

The BDMC Defendants and the FFM Defendants, together, are referred to as the “Settling Defendants”.

The Class Actions have not been certified as against any of the remaining (Non-Settling) Defendants. A further notice will be sent to you if the Class Actions are certified against the Non-Settling Defendants.

The court hearing for the opposed certification motion will be scheduled in 2023.

## **2. The Court has Approved Settlements with the BDMC Defendants and the FFM Defendants**

The Ontario Superior Court of Justice has approved a settlement with the BDMC Defendants that will fully and finally resolve the Class Members' claims against the BDMC Defendants in all five actions. The **BDMC Defendants will pay \$8 million** inclusive of all interest, court costs, administrative costs, and legal fees in exchange for a full and final release from the Class.

The Court has also approved a settlement with the FFM Defendants that will fully and finally resolve the Class Members' claims against the FFM Defendants in the Collier Centre, Orchard, and Sutton/The Links actions. The **FFM Defendants will pay \$2.375 million** inclusive of all interest, court costs, administrative costs, and legal fees in exchange for a full and final release from the Class Members in these three actions.

In both Settlements, the Settlement Funds are being paid by the Settling Defendants' insurers. The Court has determined that the Settlements are fair, reasonable and in the best interests of these Classes.

No settlement has been reached with the Non-Settling Defendants. If any future settlement is achieved, you will receive another notice to tell you about that.

### **What Do I Need to Know?**

Please read the following **Part I** and **Part II** to understand how the certification and settlement approval impact your legal rights, including your right to "opt out" of the Class Actions and the Settlements if you do not want to participate in these Class Actions.

If you take no action and do not submit an opt out notice, then you are automatically included as a Class Member in the Class Actions involving the Development Projects in which you invested. You will be bound by all court orders in the Class Action(s) to which you are a Class Member, and you will not have an opportunity to opt out at a later time. As a Class Member you will be unable bring your own lawsuit against any of the Defendants with respect to your investment in the Fortress syndicated mortgage loans that are the subjects of these Class Actions.

If you opt out and exclude yourself from the Class Action(s), you will not participate in the BDMC and FFM Settlements, any future settlements or any trial judgment. If you do decide to opt out, you should be aware that there are limitation periods and bankruptcy proceedings that can impact your ability to recover against the Defendants, and we recommend that you consult with a lawyer to make an informed decision.

You do not have to pay any legal fees out of your own pocket to participate in the Class Action(s). Class Counsel are paid on a contingency fee basis from the Settlement Funds, as explained below. You are also not at risk to pay any court costs. Only the Representative Plaintiffs are liable for any adverse court costs, and Class Counsel has provided them with an indemnity.

For more information about the Class Actions, please visit: [www.fortressclassaction.ca](http://www.fortressclassaction.ca)

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION LAWSUIT

<p style="text-align: center;"><b>DO NOTHING</b></p> <p style="text-align: center;">[Stay in the Class Action(s)]</p>	<ul style="list-style-type: none"> <li>• If you do nothing, you will automatically be included as a member of the Class in the Class Action(s) related to the Development Project(s) in which you invested. You do not need to take any further action now to stay in the Class Action(s).</li> <li>• Receive a portion of the BDMC Settlement Funds.</li> <li>• Also receive a portion of the FFM Settlement Funds only if you invested in the Collier Centre, Orchard, and Sutton/The Links Development Projects.</li> <li>• You will be deemed to have provided a comprehensive release to the Settling Defendants.</li> <li>• Await the outcome of the claims against the Non-Settling Defendants. You will be bound by any future settlements that the Court approves, and by any other Court decisions.</li> <li>• Give up certain rights, such as the right to pursue your own lawsuit against any of the Defendants.</li> </ul>
<p style="text-align: center;"><b>OPT OUT</b></p> <p style="text-align: center;">(Remove yourself from the Class Action lawsuit)</p>	<p>If you choose to Opt out of the Class Action(s), then you will not be bound by any Court orders. This means you will get no payments or benefits from the Settlements with the Settling Defendants. This also means you will not be bound to any negative results in respect of the remaining parts of the Class Actions.</p> <p>If you Opt Out, you keep the right to sue any of the Defendants on your own - however, you should be aware that there are limitation periods and bankruptcy proceedings that apply to your claim, and you should seek legal advice to determine your right to bring an individual action.</p> <p>To Opt Out you must notify Class Counsel in writing by <b>no later than March 10, 2023</b>.</p> <p><b>To validly Opt Out you must send an Opt Out Notice to Class Counsel that includes:</b></p> <ul style="list-style-type: none"> <li>• your full name and contact information;</li> <li>• the Development Project(s) in which you invested;</li> <li>• a written statement that says that you do not wish to participate in the Class Action(s), and are choosing to Opt Out; and</li> </ul>

	<ul style="list-style-type: none"> <li>• your signature or electronic equivalent</li> <li>• Opt Out Notices may be sent to Class Counsel by mail, email, fax, or courier to one of the addresses set out below, and <b>must be received, and in the case of Canada Post mail, post-marked, by no later than 5 pm E.T. on March 10, 2023.</b></li> </ul>
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For more information, including details about the Class Actions or the Settlements, visit [www.fortressclassaction.ca](http://www.fortressclassaction.ca) , or contact Class Counsel at:

<p>Waddell Phillips Professional Corporation Barristers 36 Toronto Street, Suite 1120 Toronto, ON M5C 2C5 <a href="mailto:reception@waddellphillips.ca">reception@waddellphillips.ca</a> Tel: 1-888-684-5545 (toll-free) Fax: 416-477-1657</p>	<p>MSTW Professional Corporation Barristers and Solicitors 1301- 20 Adelaide Street E Toronto, ON M5C 2T6 <a href="mailto:mwine@mstwlaw.com">mwine@mstwlaw.com</a> Tel: 416-477-5524 Fax: 416-777-2050</p>
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**Your Rights and Options are explained in this Notice.  
Please Read the Following Pages**

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**Part I: Certification of the Actions Against BDMC and FFM****BASIC INFORMATION****1. What is a Class Action?**

A class action is a unique type of lawsuit. It allows many people to sue someone who hurt or injured them in a similar way. For example, in this case the investors in each of the syndicated mortgage loans on each Development Project are called the “Class” and each individual investor is a “Class Member”.

Because the number of people in a class can be large, one or more class members act as “representative plaintiffs”. These class members chose to bring the action on behalf of everyone who was affected by the defendants. Here, the Representative Plaintiffs are pursuing these Class Actions for the benefit of everyone who invested in a syndicated mortgage loan relating to one or more of the five Development Projects. The lawyers for the Representative Plaintiffs and the Classes are called “Class Counsel”.

In a class action, the court decides the issues about what happened and the legal questions that are common to the whole class. These are called “Common Issues”, and when they are decided at trial, they are decided for everyone in the class.

**2. What is the lawsuit about?**

The Representative Plaintiffs in these Class Action are seeking to recover the losses they and the Class Members suffered as a result of their investments in the Fortress syndicated mortgage loans secured on the five Development Projects. The claims do not relate to investors losses from their investments in any other syndicated mortgage loans on any other developments.

The Defendants in all five of the Class Actions include Fortress Real Capital Inc., Fortress Real Developments Inc., Building & Development Mortgages Canada Inc. (formerly Centro Mortgage Inc.), The Estate of Ildina Galati by its Trustee in Bankruptcy Crowe Soberman Inc., Derek Sorrenti, and Sorrenti Law Professional Corporation.

In the Collier Centre, Sutton/The Link and Orchard Class Actions, the Defendants also include FFM Capital Inc., Rosalia Spadafora and Saul Perlov.

The developers and certain other companies and individuals are also named in the Statements of Claim. The claims allege that all of the Defendants’ conduct caused or contributed to the Classes’ losses.

**3. What are the allegations?**

The Class Actions allege that the Class Members suffered investment losses as a result of the misconduct of the Defendants.

The Class Actions raise several different causes of action against the Defendants. The legal terms for these allegations are: violations of statutory duties as per the *Financial Services of Ontario Act*, breach of fiduciary duties, fraudulent and negligent misrepresentations, negligence, conspiracy to

injure, and breach of contract.

If you would like to read more, copies of the Statements of Claim can be viewed under the documents tab at: [www.fortressclassaction.ca](http://www.fortressclassaction.ca).

#### **4. How do the Defendants respond to these allegations?**

None of the Defendants have defended the Class Actions, yet.

*None of the allegations made against the Settling Defendants has been proven in court, and the Settling Defendants deny all the allegations that have been made against them. If a settlement had not been reached, the Settling Defendants would be defending the Class Actions and opposing the certification of these actions as class proceedings. The settlement is a compromise of the parties' positions and is not an admission of liability or fault by the Settling Defendants.*

#### **5. Has the Court decided who is right?**

No decision has been made about whether the Class or the Defendants are right. This will not happen unless the matter goes to trial against the Non-Settling Defendants.

While the Settling Defendants have negotiated Settlements, the Court has not, and will not decide if any of the Settling Defendants are at fault.

### **CERTIFICATION INFORMATION**

#### **6. Why did I get this Notice?**

You received this Notice because, according to the records of BDMC and/or Sorrenti Law, you invested in one or more of the syndicated mortgage loans that are the subject of these Class Actions, and you are, therefore, a Class Member.

The Notice lets you know that the Plaintiffs have reached Settlements with the Settling Defendants. As part of the Settlements, the Settling Defendants have consented to the actions being certified as class proceedings as against them.

This Notice tells you that the Class Actions have been certified, and the Court has approved the Settlements. It tells you that, unless you decide to exclude yourself from the Class Actions, you will be bound by the Settlements and any by future court orders involving the Class Actions. As part of the Settlements, the Class Members will be providing full and final releases to the Settling Defendants. They will also be limiting their claims against the Non-Settling Defendants to the Non-Settling Defendants' proportionate share of liability as determined at trial.

If you do not wish to be included in the Class Actions or participate in the Settlements, you have a choice to exclude yourself from the Class Actions ("Opt Out"). The Opt Out process is described, below at #11 on p. 13.

If you Opt out, you will not be bound by any Court decision in the Class Actions, and will not be able to participate in the Settlement. If you Opt Out, you cannot later chose to opt back in, and you will not be able to participate in any future settlements or trial judgments.

#### **7. What is "Certification" and why is it necessary?**

In order for the Court to decide if the Settlement Agreement is fair, reasonable, and in the best interests of Class Members, the Court must first decide if the Actions are suitable to be prosecuted

as class actions. It must appoint the representative plaintiff(s) to allow the representative(s) to pursue the action on behalf of the Class, and it must decide who the Class Members are. The Court does this through a process called “certification”. Without certification, the lawsuits could not be prosecuted for the benefit of the Classes, and each investor would have to make claims for their losses individually.

## **8. Who is a Class Member?**

The Class Members in each of the Class Actions are:

### **For CV-16-558165-00CP (Collier Centre):**

*All persons in Canada who invested prior to January 30, 2015 in a syndicated mortgage in respect of the Collier Centre Project No. 1, registered against title to lands located at 90 Collier Street and 55 Mulcaster Street, Barrie, Ontario, as Instrument SC1005953.*

*\*Please note that anyone who invested in a syndicated mortgage loan for Collier Centre after January 30, 2015 is not included in the Class or the Class Action.\**

### **For CV-16-565287-00CP (Harmony Simcoe/The Kemp):**

*All persons in Canada who invested in a syndicated mortgage in respect of the Harmony Simcoe Project, registered against title to lands located at 51, 53, 55 and 75 Bradford Street, Barrie, Ontario, as Instrument SC983678.*

### **CV-17-570361-00CP (Orchard):**

*All persons in Canada who invested in a syndicated mortgage in respect of the Orchard Project, registered against title to lands located at 602, 606, 610, 620, 624, 626 and 628 12<sup>th</sup> Avenue S.E., in Calgary, Alberta as Registration Number 141 112 373.*

### **For CV-16-560268-00CP (Progress/Ten88):**

*All persons in Canada who invested in a syndicated mortgage in respect of the Ten88 (Progress) Project, registered against title to lands located at 1088 Progress Avenue, Toronto, Ontario as Instrument AT3101004.*

### **CV-16-561293-00CP (Sutton/The Link):**

*All persons in Canada who invested in a syndicated mortgage in respect of the Sutton/The Link Project, registered against title to lands located at 5210, 5218, 5226, 5236 Dundas Street and 2500 Burloak Drive in Burlington, Ontario as Instruments HR1062915, HR1163232, or HR1174204.*

## **9. What are the Common Issues?**

The common issues certified as against the BDMC Defendants are:

- i. Did BDMC breach its contracts with the Class members? If so, how?
- ii. Did BDMC owe a fiduciary duty to the Class members, and if so, in what respect?

- If yes, did BDMC breach its fiduciary duty owed to the Class members, and if so, how?
- iii. Did BDMC and/or Galati owe a duty of care to the Class members with respect to the claims asserted against them in negligence or negligent misrepresentation?
  - iv. If BDMC and/or Galati owed a duty of care to the Class members with respect to the claims in negligence or negligent misrepresentation, what was the applicable standard of care for the Settling Parties?
  - v. If BDMC and/or Galati owed a duty of care to the Class members with respect to the claim in negligence or negligent misrepresentation, did BDMC and/or Galati breach the applicable standard of care? If so, how?
  - vi. Did BDMC make fraudulent misrepresentations to the Class members, and, if so, is BDMC liable to the Class with respect thereto?
  - vii. Did BDMC conspire with any one or more of Fortress Real Capital Inc., Fortress Real Developments Inc., Jawad Rathore, Vincenzo Petrozza, or others, with the intent to cause harm to the Class members? If so, did the conspiracy cause harm to the Class members?
  - viii. Can the Class members' damages be assessed, in whole or in part, in the aggregate, and if so, what is the quantum of their aggregate damages?

The common issues certified as against the FFM Defendants are:

- i. Did FFM breach its contracts with the Class members? If so, how?
- ii. Did FFM owe a fiduciary duty to the Class members, and if so, in what respect? If yes, did FFM breach its fiduciary duty owed to the Class members, and if so, how?
- iii. Did the Settling Parties who are current Defendants owe a duty of care to the Class members with respect to the claims asserted against them in negligence or negligent misrepresentation?
- iv. If the Settling Parties who are current Defendants owed a duty of care to the Class members with respect to the claims in negligence or negligent misrepresentation, what was the applicable standard of care for these Settling Parties?
- v. If the Settling Parties who are current Defendants owed a duty of care to the Class members with respect to the claim in negligence or negligent misrepresentation, did the Settling Parties breach the applicable standard of care? If so, how?
- vi. Did FFM make fraudulent misrepresentations to the Class members, and, if so, is FFM liable to the Class with respect thereto?
- vii. Did FFM conspire with any one or more of Fortress Real Capital Inc., Fortress Real Developments Inc., Jawad Rathore, Vincenzo Petrozza, Building & Development Mortgages Canada Inc., or others, with the intent to cause harm to the Class members? If so, did the conspiracy cause harm to the Class members?

- viii. Can the Class members' damages be assessed, in whole or in part, in the aggregate, and if so, what is the quantum of their aggregate damages?

#### 10. Are there risks involved in being a Class Member?

Class Members are not responsible for any court costs that might be payable to the Non-Settling Defendants. Only the Representative Plaintiffs are at risk for any adverse cost awards, and they are being indemnified by Class Counsel.

Class Members do not have to pay any legal fees out of their own pockets. Class Counsel are working on a contingency fee basis, which means that they are only paid if the Class Action is successful, either through settlements or a trial judgment. Class Counsel's fees are paid from the settlement fund or trial judgment, and must first be approved by the Court.

Class Members cannot sue the Defendants on their own, and they are bound by the Court's decisions in the Class Actions - whether or not they are favourable to the Class.

#### 11. What If I Don't Want to be Involved in the Class Action(s) (Opt Out)?

As the Class Actions have been certified you have an important decision to make about whether or not you wish to be included as a Class Member.

You do not have to do anything to stay in the Class Action(s), but if you do not want to participate in them, and you do not want to receive any of the Settlement Funds, you must take action to Opt Out. If you Opt Out, you will not be bound by any Court orders and you keep your right to sue the Defendants regarding the issues raised in these cases. You cannot change your mind later and opt back into the Class Actions.

<p><b>OPT OUT</b>  <b>Exclude Yourself from</b>  <b>the Class Action</b></p>	<p>If you choose to Opt Out of the Class Action(s), then you will not be bound by any Court orders. This means you will get no payments or benefits from the Settlements with the Settling Defendants, or any future settlements or trial judgment. This also means you will not be bound to any negative results in respect of the remaining parts of the Class Actions.</p> <p>If you Opt Out, you keep the right to sue any of the Defendants on your own - however, you should be aware that there are limitation periods and bankruptcy proceedings that apply to your claim, and you should seek legal advice as soon as possible to determine your right to bring an individual action.</p> <p>To Opt Out you must notify Class Counsel in writing by <b>no later than March 10, 2023</b>.</p> <p><b>To validly Opt Out you must send an Opt Out Notice that includes:</b></p> <ul style="list-style-type: none"> <li>• your full name and contact information;</li> <li>• the Development Project(s) in which you invested;</li> </ul>
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	<ul style="list-style-type: none"> <li>• a written statement that says that you do not wish to participate in the Class Action(s), and are choosing to Opt Out; and</li> <li>• your signature or electronic equivalent</li> </ul> <p>Opt Out Notices may be sent to Class Counsel by mail, email, fax, or courier to one of the addresses set out below on p. 16, and <b>must be received, and in the case of Canada Post mail, post-marked, by no later than 5 pm E.T. on March 10, 2023.</b></p>
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## 12. What happens if I do nothing?

Once the Opt Out period has expired, FAAN Mortgage Administration Inc. will distribute the net Settlement Funds to the Class Members in each Class Action in accordance with a distribution plan approved by the Court as part of the Settlement Approval. The net Settlement Funds is that amount of the Settlement Funds that remains after deduction of the court-approved Class Counsel legal fees and disbursements, the costs of delivering the Notices, and the Settlement administration costs.

As a Class Member, you will be legally bound by all Court orders and judgments, including a release to be granted in favour of the Settling Defendants. You will not be able to sue any of the Defendants on your own with respect to your syndicated mortgage loan investment losses.

## **Part II: Approval of the Settlements with BDMC and FFM**

### 13. What are the terms of the Settlement Agreements?

The Ontario Superior Court of Justice has approved a settlement with the BDMC Defendants that will fully and finally resolve the Class Members' claims against the BDMC Defendants in all five Class Actions. The BDMC Defendants will pay \$8 million inclusive of all interest, court costs, administrative costs, and legal fees in exchange for a full and final release from the Class.

BDMC no longer carries on business. Its mortgage administration and trustee services are being dealt with by FAAN Mortgage Administrators Inc. in its capacity as Court-Appointed Trustee of the assets, undertakings and properties of BDMC and Sorrenti. Ms. Galati has died, and her Estate is bankrupt. However, BDMC did have a policy of insurance that responded to the Class Actions, and the BDMC Settlement Funds are being paid by BDMC's insurer.

The Court has also approved a settlement with the FFM Defendants that will fully and finally resolve the Class Members' claims against the FFM Defendants in the Collier Centre, Orchard, and Sutton/The Links actions, which are the Actions in which they were sued. The FFM Defendants will pay \$2.375 million inclusive of all interest, court costs, administrative costs, and legal fees in exchange for a full and final release from the Class Members in these three actions.

FFM Capital Inc. is bankrupt. However, FFM did have a policy of insurance that responded to the Class Actions, and the FFM Settlement Funds are being paid by FFM's insurer.

In exchange for payment of the Settlement Funds, all of the Class Members' claims against the Settling Defendants will be released on a full and final basis. The ongoing claims against the Non-

Settling Defendants will be limited to the Non-Settling Defendant's proportionate share of fault, if any, for the Class Members' losses.

#### **14. Who are the "Settling Defendants"?**

There are many defendants in these Class Actions. The Settling Defendants are:

- (i) Building & Development Mortgages Canada Inc. (formerly Centro Mortgage Inc.), a mortgage brokerage firm;
- (ii) The Estate of Ildina Galati by its Trustee in Bankruptcy, Crowe Soberman Inc., Ms. Galati was the principal broker of BDMC;
- (iii) FFM Capital Inc., a mortgage brokerage firm;
- (iv) Rosalia Spadafora, the principal broker of FFM from January 28, 2014 until February 1, 2018; and
- (v) Saul Perlov, the principal broker of FFM from approximately July 25, 2013 to October 30, 2013.

#### **15. What does a Partial Settlement mean?**

The Court has approved the Settlements with the Settling Defendants. But that will not end the lawsuits. The Class Actions will be continued as against each of the Non-Settling Defendants. This will include bringing a motion for certification of the Class Actions as against each of the Non-Settling Defendants, and eventually holding a trial on the common issues, assuming that certification is granted. It is possible that there may be future settlements, and if there are you will be notified. You will also be notified about the outcome of any common issues trial.

#### **16. How do I get paid from the Settlements?**

The Court has determined that the Settlement Agreements are fair, reasonable, and in the best interests of Class Members in each of the Class Actions.

The Court has also approved a distribution plan for the payment of the net Settlement Funds to the Class Members. Because the Class Members are all known from the records, of BDMC and Sorrenti Law (the original mortgage administrators), FAAN will distribute the settlement funds directly to the Class Members in accordance with the distribution plan. There is no need to fill out any forms or to make any application to receive a payment.

### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer?**

Waddell Phillips Professional Corporation and MSTW Professional Corporation are the lawyers for the Representative Plaintiffs and are referred to as Class Counsel.

#### **18. Do I have to pay anything?**

You do not have to pay any of the fees and expenses of Class Counsel, directly. Class Counsel's fees and expenses have been approved by the Court in the total amount of \$2 million inclusive of disbursements and taxes for the BDMC Settlement and \$593,750 for the FFM Settlement. These amounts will be deducted from the Settlement Funds, along with FAAN's costs associated with

providing the Notices and administering the Settlements, and the balance will then be paid out to the Class Members.

### ADDITIONAL INFORMATION

#### 19. What if I have more questions?

You can obtain additional information about these cases, including assistance in determining if you are a Class Member, or about the Opt Out process by contacting Class Counsel using the information below:

<p>Waddell Phillips Professional Corporation Barristers 36 Toronto Street, Suite 1120 Toronto, ON M5C 2C5 <a href="mailto:reception@wadellphillips.ca">reception@wadellphillips.ca</a> Tel: 1-888-684-5545 (toll-free) Fax: 416-477-1657</p>	<p>MSTW Professional Corporation Barristers and Solicitors 1301- 20 Adelaide Street E Toronto, ON M5C 2T6 <a href="mailto:mwine@mstwlaw.com">mwine@mstwlaw.com</a> Tel: 416-477-5524 Fax: 416-777-2050</p>
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This notice is a summary of the Settlement Approval order. If there is a conflict between this notice and the terms of the Settlement Approval order, the Settlement Approval order prevails. The Settlement Approval Order can be viewed in the documents tab at [www.fortressclassaction.ca](http://www.fortressclassaction.ca) .

**The Ontario Superior Court of Justice approved this notice, however, if you have questions or comments contact Class Counsel and not the Court.**