



Court File No. 16-67441

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE
JUSTICE C. MACLEOD**

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)

**THURSDAY, THE 29TH
DAY OF JULY, 2021**

B E T W E E N:

BRIAN HARDWICK

Plaintiff

- and -

**BLUE BUFFALO COMPANY, LTD. AND BLUE BUFFALO PET PRODUCTS,
INC.**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**O R D E R
(Settlement Approval)**

THIS MOTION, made by the Plaintiff for an Order to approve the Settlement Agreement made with the Defendants to settle this Action, was heard on July 29, 2021 at 10:00 A.M. by Zoom.

ON READING the materials filed, including:

- (a) the Settlement Agreement dated February 1, 2021 attached to this Order as Appendix "A";
- (b) the Addendum to the Settlement Agreement dated July 12, 2021 attached to this Order as Appendix "B";
- (c) the Affidavit of Andrea Grass sworn July 26, 2021 as well as the Exhibits in support thereof;
- (d) the Affidavit of Brian Hardwick sworn July 26, 2021; etc.

ON HEARING the submissions of counsel for the Plaintiff and counsel for the Defendants;

AND without any admission of liability on the part of the Defendants, which have denied any and all liability;

THIS COURT HEREBY ORDERS AND DECLARES AS FOLLOWS:

Interpretation

1. The Settlement Agreement is hereby incorporated by reference into, and forms part of, this Order. The definitions set out in the Settlement Agreement also apply to, and are incorporated into, this Order.
2. In the event of any conflict between the Settlement Agreement and this Order, this Order shall prevail.
3. The insertion of headings into this Order is for convenience of reference only and shall not affect the construction or interpretation of this Order or the Settlement Agreement.

Class Notice

4. The Settlement Administrator and the Defendants have published and disseminated the Class Notice in accordance with the Notice Plan and the Notice Approval Order. The publication and dissemination of the Class Notice first occurred on April 30, 2021 and that date is hereby declared to be the Class Notice Date.
5. The publication and dissemination of the Class Notice by the Settlement Administrator and the Defendants has satisfied the requirements of Canadian principles of natural justice and the notice requirements of sections 19 and 29 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 (the *Class Proceedings Act*).

Settlement Approval

6. The Settlement Agreement is fair, reasonable and in the best interests of the Class, and it is hereby approved pursuant to s. 29 of the *Class Proceedings Act*. The Settlement Agreement shall be implemented and enforced in accordance with its terms.

7. This Order and the Settlement Agreement are binding upon the Settlement Class, including any Settlement Class Member who is a minor or mentally incapable, and the requirements of rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, are hereby dispensed with in respect of this Action.

Released Claims

8. It is hereby declared that each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

9. No Releasor or any legally authorized representative of a Releasor may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

10. No Releasor or any legally authorized representative of a Releasor may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

11. No Releasor or any legally authorized representative of a Releasor may attempt to effect an opt out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.

12. No Releasor may now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person who may claim

contribution or indemnity, or other claims over for relief, from any Releasee in respect of any Released Claim or any matter related thereto.

13. Any proceeding against any Releasee related to the Released Claims shall be immediately dismissed and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of the same.

No Admission of Liability

14. Nothing in this Order shall be deemed, construed or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by the Defendants, or an admission of the truth of any of the claims or allegations contained in the Action or any other pleading filed by the Plaintiff.

Termination

15. This Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

Jurisdiction and Application for Directions

16. The Defendants and the Settlement Administrator have acknowledged the jurisdiction of this Court and have attorned to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order and subject to the terms and conditions set out in the Settlement Agreement and this Order.

17. For the purposes of administration and enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role.

18. The Defendants or Class Counsel may apply, on notice to all parties, to the court for directions in respect of the implementation or administration of this Order or the Settlement Agreement.

19. No later than 60 days after the day when the settlement funds are fully distributed, the Settlement Administrator shall file with the court a report setting out the information required under s. 27.1 (16) of the *Class Proceedings Act*.

Discontinuance

20. Forthwith after the Final Order Date, the Plaintiff shall serve and file a Notice of Discontinuance of this Action in its entirety, and the Action shall thereupon be wholly discontinued, without costs. Having regard to rule 23.04(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, the discontinuance shall be a defence to any subsequent action against any Releasee based on, relating to or arising out of the Released Claims.

Publication of this Order

21. The Settlement Administrator shall forthwith publish a copy of this Order on the Website, together with a brief statement that the Settlement Agreement has been approved in accordance with this Order.

Class Counsel Fee

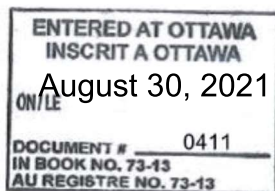
22. The Class Counsel Fee is hereby approved in the amount of CAD\$295,000 plus HST.

Honorarium

23. The Plaintiff honorarium is hereby approved in the amount of CAD\$5,000.

Costs

24. There will be no costs of this motion.



C. MacLeod RSQ

MR. JUSTICE C. MACLEOD

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**BLUE BUFFALO COMPANY, LTD. AND
BLUE BUFFALO PET PRODUCTS, INC.**
Defendants

-and-

BRIAN HARDWICK
Plaintiff

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED IN OTTAWA

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Settlement Approval)**

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