

Court File No. CV-19-0061408600 CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

VECCHIO LONGO CONSULTING SERVICES INC.

Plaintiff

- and -

~~APHRIA INC., VICTOR NEUFELD, CARL MERTON, COLE CACCIAVILLANI, CLARUS  
SECURITIES INC., CANACCORD GENUITY CORP, CORMARK SECURITIES INC.,  
HAYWOOD SECURITIES INC. AND INFOR FINANCIAL INC.~~

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF VINCENT GENOVA**  
(Settlement and Class Counsel Fee Approval)  
(SWORN March 18, 2025)

**I, VINCENT GENOVA**, of the City of Toronto, in the Province of Ontario, **MAKE**

**OATH AND SAY:**

**Introduction**

1. Along with Joel Rochon, in 1999 I founded Rochon Genova, counsel to the Class in this Action.

2. While I have not formally been part of the counsel team on this Action on a daily basis, given its size and scope and the firm's substantial financial resources committed to its prosecution, I have been kept closely apprised of developments in this Action since it was commenced in February 2019, and I have specific knowledge of the matters to which I hereinafter depose. Where that knowledge is based on information and belief, I have indicated the source of that information and believe it to be true.

3. Attached as **Exhibit “A”** is a copy of the executed Settlement Agreement dated February 5, 2025.

4. I swear this affidavit in support of the Plaintiff’s motion for an Order: (i) approving the Settlement Agreement pursuant to the *Class Proceedings Act, 1992* (the “**CPA**”) and section 138.10 of the *Securities Act* (the “**OSA**”); (ii) approving the Distribution Protocol attached as Schedule “A” to the Settlement Agreement; and (iii) approving Class Counsel’s fees and disbursements, and other related relief.

### Overview

5. The Action was commenced on February 7, 2019 against the Defendants, Aphria Inc. (“**Aphria**”) and its former executives, Cole Cacciavillani and Victor Neufeld (together, the “**Individual Defendants**”)<sup>1</sup>, and certain others, on behalf of all shareholders who purchased shares of Aphria from January 29, 2018 to December 3, 2018.

6. Aphria was an Ontario cannabis company incorporated pursuant to the *OBCA*, and an Ontario reporting issuer pursuant to the *OSA* having its headquarters in Leamington, Ontario. Its shares traded on the TSX under the ticker symbol APH, traded in the United States over the counter as of July 17, 2018, and as of November 2, 2018 traded on both the TSX and the NYSE, under the ticker symbol APHA. Aphria’s shares were widely held, and prior to the commencement of the Class Period, it had a market capitalization of approximately \$3.4 billion.<sup>2</sup>

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<sup>1</sup> The Action originally also named as Defendants Aphria’s former CFO, Carl Merton and the underwriters to Aphria’s June 2018 prospectus offering. The claim was subsequently discontinued against these parties as detailed below. The Plaintiff’s claims of negligent misrepresentation and oppression were also discontinued at the same time.

<sup>2</sup> Expert Trial Report of Frank C. Torchio, dated July 9, 2024 “**Torchio Trial Report**”), Appendix “B”

7. On May 3, 2021, as part of a reverse takeover transaction, Aphria became a wholly owned subsidiary of Tilray Brands, Inc. (“**Tilray**”) and was itself de-listed as it was no longer a public company.<sup>3</sup>

8. The Action concerns the Defendants’ public disclosure throughout the Class Period relating to two international acquisitions – the Nuuvera Transaction and the LATAM Transaction (the “**Transactions**”) – and Aphria’s internal corporate governance initiative directed at preventing conflicts of interest. Through the Transactions, Aphria acquired cannabis companies in Europe, Central America, and South America for total consideration of approximately \$775 million in cash and shares. Aphria’s public disclosure described the acquired assets as “world class”, “industry-leading”, and expected to deliver “accretive cash flow beginning in 2019”. Additionally, Aphria’s public disclosure also stated that the Transactions would make it “the Global Leader in the International Medical Cannabis Market”. It is pleaded that these and related disclosures by Aphria were actionable misrepresentations.

9. Additionally, it is pleaded that Aphria’s public disclosure during the Class Period contained misrepresentations by omission by failing to disclose that certain Aphria insiders, including the Individual Defendants, had undisclosed financial interests in the acquired companies and that Aphria grossly overpaid for the acquired assets.

10. It is pleaded that the misrepresentations were publicly corrected in part on March 22, 2018, and then on December 3, 2018, with the release of a report by market analysts QCM and Hindenburg Research (the “**Short-Sellers’ Report**”) and related commentary in the financial press. Following the publication of the Short-Sellers’ Report, Aphria’s share price dropped from

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<sup>3</sup> Expert Trial Report of Professor Gregg Jarrell, dated July 8, 2024 (“**Jarrell Trial Report**”), Para. 51, P. 22

\$10.51 to \$7.60 – a 28% decline. Over the next two days, Aphria’s share price continued to fall, closing on December 5, 2018 at \$5.00 per share. In total, between December 3 and 5, 2018, Aphria’s share price dropped from \$10.51 to \$5.00 – a 52% decline.

11. The Plaintiffs’ damages expert, Frank Torchio, estimated total aggregate damages to Class Members could be as high as \$853 million, if certain assumptions were met.<sup>4</sup> However, sections 138.1 and 138.7 of the *OSA* impose statutory limits on Part XXIII.1 damages equivalent to 5% of the company’s market capitalization prior to the misrepresentations being made. The Plaintiff’s expert estimated statutory damages to therefore be limited to approximately \$170.4 million, while the Defendants’ experts estimated statutory damages could be no more than \$135 million because the Defendants argued that the impugned misrepresentations prior to July 2018 were not actionable.<sup>5</sup>

12. The Action has been vigorously prosecuted and defended since its commencement in 2019. As set out below, the Plaintiff and Class Counsel advanced the Action, which was set to proceed to a six-week trial on January 13, 2025.

13. On the eve of trial and following significant and lengthy negotiations, the Parties reached an agreement to settle the Action, subject to this Court’s approval.

14. This affidavit sets out the background of the Action, the factors supporting settlement and the basis to approve the Class Counsel Fees.

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<sup>4</sup> Torchio Trial Report, page 25.

<sup>5</sup> Torchio Trial Report, page 26.

15. It is Class Counsel's view that: (i) the proposed Settlement is fair, reasonable and in the best interests of Class Members; and (ii) that the proposed Class Counsel Fees are fair and reasonable in the circumstances of this case.

## **History of the Action**

### ***Carriage Motion***

16. This Action was commenced on February 7, 2019. The Statement of Claim was amended a number of times with the final operative pleading in this Action being the Amended Fresh as Amended Statement of Claim dated September 6, 2022, which is attached as **Exhibit "B"**.

17. At the outset, Rochon Genova was required to prepare for a carriage motion, as two overlapping actions were commenced by other law firms: (i) the consortium of Koskie Minsky LLP and Siskinds LLP; and (ii) Merchant Law LLP.

18. The carriage motion was heard for a full day on May 16, 2019 before Justice Perell.

19. Prior to the motion, Merchant Law LLP discontinued their claim.

20. In preparation for the carriage motion, Rochon Genova retained three experts: Michaela Freedman (cannabis industry consultant); Professor Gordon Richardson (accounting expert); and Gregg Edwards of Forensic Economics Inc. (damages quantification expert). In addition, Rochon Genova retained local counsel: Krishna Desai of the Jamaican firm Myers, Fletcher & Gordon, Ignacio Santamaria of the Colombian firm Lloreda Camacho & Co., and Roberto Silva of the Argentine firm Marval, O'Farrell and Mairal, to assist with their investigation and to opine on the cannabis regulator regimes in each of these three countries where the LATAM Transaction assets were situated.

21. Counsel filed evidence from these experts on the carriage motion.

22. On June 19, 2019, Justice Perell released his reasons for decision, which awarded the Representative Plaintiff, Vecchio Longo Consulting Services Inc. (“**Vecchio**”) and Rochon Genova, carriage of the class proceeding over the claim brought by Koskie Minsky LLP and Siskinds LLP. Justice Perell found that Rochon Genova’s theory of the case was superior, concluding:

In short, in my opinion, and it is not a close call, the [Rochon Genova Case] Theory is the best case theory, win, lose, or draw in the proposed class action.<sup>6</sup>

23. Attached as **Exhibit “C”** is a copy of Justice Perell’s June 19, 2019 Reasons for Decision in the Carriage Motion.

***Leave and Certification Motion***

24. On July 4, 2019, Rochon Genova wrote to Justice Perell, seeking a case conference to schedule the Motion for Leave and Certification.

25. On September 17, 2019, the parties attended before Justice Perell to schedule the Leave and Certification Motion.

26. Rochon Genova undertook substantial efforts to prepare for the Leave and Certification Motion, ultimately filing a thirteen volume, 5,195 page motion record comprising 9 affidavits including:

- (i) solicitor’s affidavit;
- (ii) a Representative Plaintiff affidavit;
- (iii) an expert report by Professor Gregg Jarrell, on artificial inflation and the economic materiality of the impugned misrepresentations;

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<sup>6</sup> *Rogers v. Aphria Inc.*, [2019 ONSC 3698](#) at para [105](#).

- (iv) an expert report by Professor Gordon Richardson on the accounting standards and guidelines applicable to Aphria's public disclosure;
- (v) an expert report by David Lauer on market manipulation and the economic materiality of the misrepresentations relating to the Nuuvera Transaction; and
- (vi) four expert reports by lawyers in Jamaica, Colombia and Argentina opining on the cannabis regimes in their jurisdictions.

27. The Defendants filed a responding three-volume motion record comprising:

- (i) an expert report of James Meloche opining on the fairness opinions obtained by the Aphria Board for the Transactions;
- (ii) an expert report of Dr. Vinita Juneja responding to the report of Dr. Jarrell on economic materiality;
- (iii) an expert report of Quentin Broad opining on the materiality of Aphria's insiders undisclosed interests in the Transactions;
- (iv) an expert report of Stephen Dineley responding to the report of Professor Richardson with respect to the applicable accounting standards; and
- (v) a lengthy fact affidavit by the then Individual Defendant Carl Merton, the CFO and corporate representative of the Defendant Aphria.

28. The Underwriter Defendants also served a responding motion record, comprising one fact witness affidavit and two expert reports by Fionnula Martin and Wendy Rudd responding to David Lauer's report on market manipulation.

29. The Plaintiff then served a six-volume and 2,359 page Reply record comprising 10 affidavits including:

- (i) a solicitor's affidavit;
- (ii) a reply expert report by Professor Jarrell;
- (iii) a reply expert report by Professor Richardson;
- (iv) a reply expert report by David Lauer;
- (v) reply expert reports by lawyers in Germany, Colombia and Italy opining on the cannabis regulatory regimes in those jurisdictions;
- (vi) a reply expert report by Carol Hansell opining on the corporate governance standards applicable to Aphria's review and approval of the Transactions and its required public disclosure about its business during the Class Period;
- (vii) a reply expert report by James Canessa opining on the valuations of the Transactions and the fairness opinions relied upon by Aphria; and
- (viii) a reply expert report by Gregg Edwards opining that there was a strong likelihood that Class Members who purchased Aphria shares pursuant to the June 28, 2018 public offering held those shares through to the end of the Class Period and suffered damages.

30. The Plaintiff also filed two supplementary records comprising:

- (i) a solicitor's affidavit; and
- (ii) a supplementary report of Gregg Edwards.

31. Following the exchange of records and significant negotiations, the Plaintiff and the Aphria Defendants agreed to a consent Order granting leave and certification of the *OSA* Part XXIII.1



claims against them on the condition that the Plaintiff would discontinue the action against Carl Merton and discontinue the Plaintiff's common law misrepresentation and oppression claims, all without costs.

32. On June 23, 2021, Justice Perell heard the initial Leave and Certification Motion.

33. On August 6, 2021, Justice Perell granted leave and certification of: (i) the secondary market misrepresentation claims pursuant to section 138.3 of the *OSA*; and (ii) the prospectus misrepresentation claims pursuant to section 130 of the *OSA*; however, the claims against the Underwriters were only conditionally certified on the grounds that Rochon Genova was required to appoint an additional Representative Plaintiff for Class Members that purchased Aphria shares pursuant to the June 2018 Prospectus Offering.<sup>7</sup> Attached as **Exhibit "D"** is a copy of Justice Perell's August 6, 2021 Leave and Certification Order.

34. The Underwriter Defendants sought leave to appeal Justice Perell's Leave and Certification Decision to the Divisional Court.

35. On April 8, 2022, the Divisional Court granted the Underwriters leave to appeal.<sup>8</sup> Attached as **Exhibit "E"** is a copy of this order.

36. Subsequently, an agreement was reached with the Underwriters whereby the Action would be discontinued against the Underwriters in exchange for evidentiary co-operation. Significantly, the appeal would be abandoned, and this Action could proceed without any further delay. In addition, there was an issue that Aphria owed a contractual obligation to indemnify the Underwriters' in respect of their defence of the Prospectus misrepresentation claims; and, given

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<sup>7</sup> [2021 ONSC 5405](#).

<sup>8</sup> [2022 ONSC 1949](#).

that the value of those claims was relatively small,<sup>9</sup> it did not make sense to keep the Underwriters in the Action when Aphria would ultimately have to pay their costs and any judgment against them.

37. On the basis of this agreement, on August 8, 2022, Rochon Genova brought a motion before Justice Perell seeking to dismiss the Action against the Underwriters and an order unconditionally certifying this Class Action and other related relief.

38. By reasons dated August 18, 2022, Justice Perell granted the Order requested by Rochon Genova<sup>10</sup> which is attached as **Exhibit “F”**.

39. With this Order the case could proceed through production and discovery.

### ***Class Proceedings Fund***

40. On September 10, 2019, Rochon Genova submitted an application to the Class Proceedings Fund of the Law foundation of Ontario (“the “**CPF**”) seeking funding of disbursements and an indemnity for adverse costs.

41. On January 16, 2020, the CPF granted Rochon Genova’s initial funding application.

42. Throughout the litigation, the CPF reimbursed Rochon Genova’s disbursements, largely for expert fees, in the amount of \$2,615,989.03 (inclusive of HST). However, the CPF funding arrangement did not include funding for the entire cost of the Plaintiff’s expert reports through trial, resulting in Rochon Genova paying \$1,298,511.52 in unfunded disbursements – which Rochon Genova could not recover if we were unsuccessful at trial.

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<sup>9</sup> The Plaintiffs’ damages expert Frank Torchio estimated that damages in respect of the *OSA* section 130 prospectus misrepresentation claim was in the range of \$520,000 to \$1.25 million. Torchio Trial Report, Figure 6, page 26.

<sup>10</sup> [2022 ONSC 4753](#).

43. In my experience with Rochon Genova's involvement in the SNC-Lavalin, CIBC and the Market Timing class actions, the disbursements incurred in this case are consistent with the costs associated with prosecuting these types of cases, which require significant expert evidence not only for trial, but also to surpass the "reasonable possibility of success" threshold for the OSA Part XXIII.1 Leave Motion. In this case, Rochon Genova also filed expert evidence on the preliminary Carriage Motion. It was Rochon Genova's opinion that such evidence was critical to its success at each stage of the litigation.

***Mediation before The Honourable Warren Winkler, K.C.***

44. On February 21 and 22, 2023, the parties attended a mediation before the Honourable Warren K. Winkler, K.C., former Chief Justice of Ontario. The parties undertook significant efforts to prepare for the mediation, exchanging lengthy and detailed mediation briefs and expert reports.

45. In addition to preparing a 100-page mediation memorandum, the Plaintiff prepared a comprehensive mediation brief, attaching the fifteen (15) expert reports prepared and filed on the Leave and Certification Motion.

46. The Defendants also delivered a 100-page mediation memorandum, attaching three expert reports filed on the Leave and Certification motion. Subsequently, the Defendants also delivered five additional expert reports:

- (i) an additional expert report by Dr. Juneja, a damages expert;
- (ii) a reply report by Dr. Meloche on valuation principles;
- (iii) a report by Professor Poonam Puri on applicable corporate governance standards; and
- (iv) a reply report by Stephen Dineley.

47. In response, the Plaintiff filed a Reply Mediation Memorandum and additional Sur-reply reports from Mr. Canessa (on valuation) and Mr. Torchio (on damages).

48. Despite these efforts put forward by both sides, the mediation did not result in a settlement.

49. Rochon Genova then advanced the Action through production, discovery and up to the start of trial.

### ***Discoveries***

50. On April 21, 2023, Rochon Genova delivered the Plaintiff's Affidavit of Documents to Defence Counsel.

51. By June 1, 2023, the Defendants had delivered their Affidavit of Documents and produced electronically the documents listed therein. The Defendants' productions comprised over 9,600 documents constituting over 100,000 pages.

52. Examinations for discovery of the Defendants were conducted over 10 days throughout June 2023, which were followed by several tranches of answers to discovery undertakings and additional documents.

53. While the parties resolved some of the Defendants' refusals on discovery (with the Defendants answering many, but not all of the refusals), the Plaintiff brought a refusals motion before Justice Perell on October 24, 2023.

54. On November 7, 2023, Justice Perell issued his reasons for decision denying the relief requested.<sup>11</sup> Justice Perell's Reasons are attached as **Exhibit "G"**.

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<sup>11</sup> *Vecchio Longo Consulting Services Inc. v. Aphria Inc.*, [2023 ONSC 6336](#).

***Trial Preparation***

55. On August 18, 2023, the Action was set down for trial, and on February 6, 2024 the trial was scheduled for six weeks before the Honourable Justice Morgan commencing on January 13, 2025.

56. On September 23, 2024, the parties appeared before Justice Morgan at a trial management conference where further directions were given regarding the mode of trial, and remaining steps before trial regarding the further exchange of expert reports and fact witness affidavits, a joint document brief, an agreed statement of facts and chronology, among other things.

57. Throughout 2024, the parties engaged in extensive trial preparation. In all, 35 expert reports were filed.

58. The Plaintiff served 10 expert reports and one fact witness affidavit in July and the beginning of August 2024:

- (i) five expert reports by lawyers in Colombia, Jamaica, Argentina, Germany and Italy opining on the cannabis regulatory regimes in their jurisdictions;
- (ii) a fact witness affidavit by a Colombian investigator with respect to the business operations of the Colombian asset acquired in the LATAM Transaction;
- (iii) an expert report by valuation expert James Canessa on a range of values of the various assets acquired in the two Transactions as well his assessment of the valuation reports relied on by Aphria's board in its consideration of the Transactions;
- (iv) an expert report by Professor Richardson on the applicable accounting standards applicable to Aphria's public disclosure during the Class Period;

- (v) an expert report by governance expert Carol Hansell with respect to the applicable corporate governance standards applicable to Aphria with respect to the approval of, and public disclosure about the transactions;
  - (vi) and expert report by economist Professor Gregg Jarrell with respect to the economic materiality of the pleaded misrepresentations and the public correction of same; and
  - (vii) an expert report by Frank Torchio with respect to aggregate damages.
59. The Defendants served 13 responding expert reports by the beginning of November 2024:
- (i) five expert reports by lawyers in Colombia, Jamaica, Argentina, Germany and Italy opining on the cannabis regulatory regimes in their jurisdictions;
  - (ii) an expert report by Quentin Broad with respect to the materiality of the impugned misrepresentations;
  - (iii) an expert report by Tejinder Virk with respect to valuation principles in the cannabis industry during the Class Period;
  - (iv) an expert report by Professor Poonam Puri responding to Carol Hansell's corporate governance expert report;
  - (v) an expert report by Jim Meloche responding to James Canessa's valuation report;
  - (vi) an expert report by Stephen Dineley responding to Professor Richardson's accounting standards report;
  - (vii) an expert report by Professor Joshua Mitts with respect to the materiality of the Short-Sellers' Report;

- (viii) an expert report by Toben Voetmann responding to Frank Torchio's damages report;  
and
- (ix) an expert report by Dr. Juneja responding to Professor Jarrell's report.

60. The Defendants also served five fact witness affidavits by:

- (i) Carl Merton, Aphria's CFO and corporate representative in the Action;
- (ii) Defendant, and former Aphria Chair and CEO, Vic Neufeld;
- (iii) Defendant, and former director and Vice-President, Cole Cacciavillani;
- (iv) Denise Faltischek, the current Chief Strategy Officer and Head of International Business of Tilray (Aphria's parent company); and
- (v) Antonio Constanza, the former Head of International Development of Nuuvera Inc., which was acquired by Aphria through the Nuuvera Transaction.

61. The Plaintiff served 10 reply reports in the first week of December 2024:

- (i) five expert reports by lawyers in Colombia, Jamaica, Argentina, Germany and Italy replying to the Defendants' country expert reports;
- (ii) a further report by James Canessa replying to Jim Meloche's report;
- (iii) a further report by Professor Richardson replying to Stephen Dineley's and Professor Puri's reports;
- (iv) a further report by Carol Hansell replying to the report of Professor Puri;
- (v) a further report by Professor Jarrell replying to the reports of Dr. Juneja, Quentin Broad, and Joshua Mitts; and

- (vi) a further report by Frank Torchio replying to the reports of Dr. Juneja and Toben Voetmann.

62. Additionally, in preparation for trial, Rochon Genova conducted several witness preparation meetings (over dozens of hours) with each of the Plaintiff's witnesses during the months of October, November and December 2024.

### ***Settlement Negotiations***

63. In early December 2024, Joel Rochon met with lead Defence Counsel, Dana Peebles to explore settlement. After Mr. Peebles consulted with Tilray's General Counsel, he advised that the CEO of Tilray requested a meeting with Mr. Rochon. He suggested January 2, 2025, and Mr. Rochon advised that this did not provide sufficient time before trial and offered to meet the following week in either Toronto or New York City.

64. A meeting eventually did take place on January 2, 2025, in Toronto, eleven days before the scheduled start of trial, between Rochon Genova, Defence Counsel, Aphria's CFO and Tilray's In-House General Counsel. At that meeting, Mr. Peebles advised that Aphria had retained insolvency counsel at DLA Piper. It was later discussed that Edmond Lamek had been retained. Subsequently, Marc Wasserman of Osler, Hoskin & Harcourt LLP was also retained as insolvency counsel. Mr. Peebles advised that, should Aphria be found liable for a significant damages award at trial, anywhere close to the statutory damages the Plaintiff was seeking, it would immediately seek creditor protection for Aphria under the *Companies' Creditors Arrangement Act* ("CCAA").

65. In response, Rochon Genova immediately retained Ken Rosenberg and Max Starnino of Paliare Roland as bankruptcy and insolvency counsel to evaluate the insolvency risk and provide strategic advice so that we could proceed in the best interests of the Class.



66. These discussions continued daily up to the start of trial.

67. While Rochon Genova remained confident in the merits of the Plaintiff's case, and the evidence we had prepared for trial, in light of the proposed CCAA proceedings by Aphria in the event of a successful trial, there was a serious possibility of very minimal recovery of any damages from the Defendants. First, any judgment for damages against Aphria obtained by the Class Members, who were equity holders, would rank behind any secured or unsecured debt owed by Aphria and would likely be uncollectable in any CCAA proceeding. Furthermore, Defence Counsel advised that approximately \$17 million then remained in Aphria's Directors and Officers' insurance policy, which was a significant source to fund any settlement. However, if the matter proceeded through the anticipated 6-week trial, appeals and any CCAA proceeding, the insurance proceeds would be largely exhausted by defence costs and unavailable to fund the payment of any judgment amount.

68. In the evening of Sunday, January 12, 2025, the parties requested a one-day adjournment of the trial of the Action to permit the parties to continue ongoing settlement discussions.

69. The following afternoon, the parties advised Justice Morgan on Monday, January 13, 2025, of the proposed resolution of the Action and requested a case conference before His Honour to discuss next steps.

70. Then, on January 16, 2025, Class Counsel, being Mr. Rochon, Peter Jervis, Douglas Worndl and Rabita Sharfuddin and Defence Counsel, being Mr. Peebles, Bryn Gray and Christine Wadsworth, attended a case conference before Justice Morgan to advise His Honour of the proposed Settlement and schedule the Settlement Approval Hearing.

### Notice of Settlement Approval Hearing and Implementation of Notice Plan

71. On February 7, 2025, Justice Morgan granted an Order approving the Notice Plan and appointing RicePoint Administration Inc. d/b/a Verita Global (“**RicePoint**”) as the Administrator of the Notice Plan and any Settlement if approved.

72. On February 7, 2025, Rochon Genova posted the Short Form Notice and Settlement Agreement on its website.

73. On February 7, 2025, pursuant to the Notice Plan, RicePoint published a website dedicated to the Settlement of this action for Class Members accessible at the URL <https://aphriasettlement.com/>. This website contained copies of the Settlement Agreement, Distribution Protocol and Short and Long Form Notice of Settlement Approval Hearing.

74. On February 10, 2025, pursuant to the Notice Plan, RicePoint arranged for the publication of the Notice of Settlement Approval Hearing (Short Form) in the English national editions of *The National Post*, *The Globe and Mail*, *Investor’s Business Daily*, *The Wall Street Journal* and the French language tablet edition of *La Presse*.

75. I am advised by my colleague, Jon Sloan, who is the Client Services Manager at Rochon Genova, that Class Members who previously contacted Rochon Genova for the purpose of receiving notice of developments in the Action were directly sent copies of the Notice of Settlement Approval Hearing (Long Form).

76. On or around February 10, 2025, RicePoint arranged for the dissemination of the English and French language versions of the Notice of Settlement Approval Hearing (Short Form) across North America wide CNW/Cision Newswire and in English across *Businesswire*.

77. RicePoint also arranged for the electric publication of the Notice of Settlement Approval Hearing (Short Form) by targeted advertisements to persons in Canada and the United States in both the English and French languages on Yahoo! Finance and various websites.

**The Settlement is Fair, Reasonable and in the Best Interests of the Class**

78. Rochon Genova was prepared to proceed with the trial of this Action. However, as explained above, we were advised by Defence Counsel on the eve of trial that Aphria would commence insolvency proceedings if the Plaintiff was awarded the requested statutory damages at trial.

79. Rochon Genova was also advised by Defence Counsel that the proposed Settlement will exhaust Aphria's remaining insurance proceeds for Canadian litigation.

80. For the reasons set out below, it is Rochon Genova's opinion that the proposed Settlement is fair, reasonable and in the best interests of the Class and should be approved. Quite simply, in our opinion, it is the best result that could be achieved under the circumstances. If this settlement offer was not accepted, it is very likely that the Class Members would receive little or no compensation for their losses.

**(a) Litigation Risk**

81. While Rochon Genova was confident in the merits of the Action and anticipated succeeding in proving liability and damages at trial, there were two significant litigation risks which informed our decision to recommend the Settlement.

82. **First**, the insolvency risk raised at the January 2, 2025 settlement meeting posed a real threat to the Class's recovery. At that meeting, the Defendants' representatives presented evidence in support of their position that little would be left for unsecured creditors if Aphria became

insolvent. As Rochon Genova's CCAA counsel advised, any judgment obtained by the Plaintiff would be an unsecured claim by equity holders and would likely be uncollectable. Furthermore, if the trial proceeded, the remaining insurance proceeds available to currently fund the settlement could be exhausted by a lengthy trial and appeals.

83. **Second**, the Defendants argued, and had indeed presented extensive evidence, that there were no misrepresentations in the impugned public disclosure, and even if there were any such misrepresentations, damages were minimal. The Defendants further argued that the statutory "reasonable investigation" or due diligence defence precluded their liability. In support of their position, the Defendants filed 13 reports of qualified experts opining on the applicable accounting standards, corporate governance standards, valuation principles, and regulatory regimes in the jurisdictions where the acquired assets were located. If the Court accepted the evidence of these experts, there was a possibility that the Defendants would not be found liable for any damages, even if the Plaintiff established that Aphria's public disclosure during the Class Period contained misrepresentations.

**(b) Amount and nature of discovery, evidence and investigation**

84. The investigation and discovery of the Action was thorough and comprehensive. Given that the Action settled on the eve of the start of trial, Rochon Genova had fully briefed the underlying facts, issues, evidence and applicable law in this proceeding. Rochon Genova also conducted significant investigation throughout each stage of the litigation (i.e. prior to commencing the claim; carriage motion; leave and certification motion; discovery, and in trial preparation).

85. Additionally, through the settlement negotiations, Rochon Genova learned that the Settlement would be funded in part by the remainder of Aphria's insurance policy. Based on the

negotiations with Defence Counsel and Aphria's insurers, Rochon Genova obtained visibility into Aphria's ability to pay a settlement and/or judgment. This information was otherwise not public because Aphria became a private company following its take-over by Tilray in May 2021. Following this transaction, Aphria's financial statements were no longer publicly reported. Instead, its parent company, Tilray, reported (as it was entitled to do) its financial position on a consolidated basis reflecting the combined financial statements of Tilray and its subsidiaries, including Aphria.

86. Rochon Genova was well positioned to evaluate the Settlement because it was reached when the Action was fully developed and when Rochon Genova had complete information with respect to the risks at trial and the real risk of not collecting any judgment, if the Defendant Aphria commenced insolvency proceedings.

**(c) The proposed settlement terms and conditions**

87. The key terms of the Settlement are:

- (i) the Settlement is conditional on the approval of the Court;
- (ii) the payment of \$30 million by the Defendants and/or their insurers to settle all the claims relating to the Action;
- (iii) RicePoint is appointed as the Administrator of the Notice Plan and the administration of Class Members' Claims;
- (iv) the payment of the Defendants' portions of the settlement funds will be paid into the trust account of Defence Counsel, being McCarthy Tetrault LLP, within 30 days of the signing of the Settlement Agreement, and will be transferred, along with the remaining insurance funds, to the Administrator upon the Settlement Approval Order becoming a Final Order;

- (v) Class Members will receive notice of the Settlement Approval Hearing and if granted, the Settlement Approval;
- (vi) the Plaintiffs in the four following individual actions, which were the only opt-outs to the Action, are required to opt back into the Action, with Court Approval:
  - i) Brad Bergenson as plaintiff in the action with the style of cause *Bergenson v. Aphria Inc., et al*, bearing Court File No. 19-63141- 00CL;
  - ii) Profinsys Inc. as plaintiff in the action with the style of cause *Profinsys Inc. v. Aphria Inc. et al*, CV-20-00642069-00CL;
  - iii) Robert Landry as plaintiff in the action with the style of cause *Landry v. Aphria Inc., et al*, CV-19-631637-00CL;
  - iv) Peter Wan as plaintiff in the action with the style of cause *Wan v. Aphria Inc., et al*, CV-19-631583-00CL;
- (vii) upon the Settlement Approval Order becoming a Final Order, the Releasors and Class Counsel shall not commence, maintain, or continue any claims against the Defendants with respect to the Released Claim, except for Class Members in the Action who are also members of the certified class in “In re Aphria, Inc. Securities Litigation”, Case No. 18 Civ. 11376 (GBD) in the United States District Court (Southern District of New York) and who may continue to participate in that action, subject to the restriction that they may not receive compensation in both the Class Action and the U.S. Class Action, if available in the future, for damages to their Aphria shares acquired in transactions in the United States between July 17, 2018 and December 3, 2018;

- (viii) the Action (and the four individual actions) shall be dismissed as against the Defendants with prejudice and without costs on the date that the Settlement Approval Order becomes a Final Order;
- (ix) the Settlement does not constitute an admission of liability by the Defendants who, in fact, deny the allegations against them;
- (x) there is no provision for any reversion of the Settlement Amount to the Defendants unless the Settlement is not approved and does not, therefore, become effective;
- (xi) the Net Settlement Amount will be distributed to Class Members who file claims in accordance with the Distribution Protocol; and
- (xii) the approval of the Distribution Protocol and the request for Class Counsel Fees are not conditions of the approval of the Settlement itself.

88. In Rochon Genova's opinion, the proposed terms of the Settlement are fair, reasonable and in the best interests of the Class. The amount negotiated by Rochon Genova was hard-fought and reflects the exhaustion of Aphria's insurance policies, as well as substantial contributions from the Individual Defendants. Additionally, the Notice Plan contemplated by the Settlement will ensure that adequate Notice is provided to the Class to participate in the Claims process. It also includes a comprehensive system to notify Class Members of their rights and the professional administration of Class Members' claims.

**(d) Degree and nature of class counsel's communications with Representative Plaintiff and Class Members throughout the litigation**

89. Rochon Genova regularly communicated with the Representative Plaintiff in writing, via virtual Zoom meetings, and meetings in person over the past six years. Rochon Genova's reports were comprehensive and thoroughly reviewed with the Representative Plaintiff who asked incisive questions and provided his views. Additionally, the Representative Plaintiff actively participated in the litigation strategy and contributed meaningfully to the prosecution of the Action.

90. Class Members received timely updates of the developments in the Action through postings on Rochon Genova's website.

**(e) The future expense and likely duration of litigation**

91. The Settlement of the Action provides the Class with certainty. If the matter had proceeded to trial, the parties would have incurred the costs of a 6-week trial. Additionally, given the importance of the issues to the parties, the quantum of damages, and the fact that the trial would be the first statutory securities misrepresentation common issues trial, an appeal of the trial decision (all the way to the Supreme Court of Canada) by the unsuccessful party was likely. As noted above, there would also likely be no or little remaining insurance proceeds to fund a judgment or settlement.

**(f) No objectors**

92. At the time that this affidavit is sworn, Rochon Genova did not receive any objections to the proposed Settlement. I am informed that, to date, the Administrator RicePoint has also not received any objections to the proposed Settlement.



**(g) Good faith, arms length bargaining and absence of collusion**

93. The Settlement was reached through extensive negotiation by Rochon Genova and Defence Counsel, who are arms length and independent of each other. Both counsel advocated on behalf of their clients, and for no other or improper purpose, at all times.

**(h) Recommendation and experience of counsel**

94. Rochon Genova collectively has decades of experience prosecuting securities class actions, having acted as lead or co-lead counsel on over sixteen securities class actions including some of the most significant ever brought in Canada, such as *CIBC*<sup>12</sup> which settled for \$125 million and *SNC-Lavalin*<sup>13</sup>, which settled for \$110 million, and *Valeant*<sup>14</sup>, which settled for over \$100 million. Rochon Genova also acted successfully on the only two common issue securities class action trials: *AIC v. Fischer*<sup>15</sup> and *Kerr v. Danier Leather Inc.*<sup>16</sup> Rochon Genova strongly believes that this settlement is in the best interest of the Class.

**(i) Other grounds favouring Settlement Approval**

95. The settlement of complex litigation like this Action is encouraged by the Courts and favoured by public policy. It is Rochon Genova's opinion that the Settlement achieves this and is consistent with both the purpose and spirit of the *CPA*, which encourages settlement after a reasonable investigation and careful consideration of the merits, costs and risks of continuing litigation. The Settlement is also consistent with the statutory purposes of the *OSA*, as it promotes

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<sup>12</sup> *Green v. CIBC*, [2022 ONSC 373](#).

<sup>13</sup> *The Trustees of the Drywall Acoustic Lathing and Insulation Local 675 Pension Fund v. SNC-Lavalin Group Inc.*, [2018 ONSC 6447](#).

<sup>14</sup> *Catucci et al v. Valeant Pharmaceuticals International Inc. et al*, 500-06-000783-163.

<sup>15</sup> *Fischer v. IG Investment*, [2023 ONSC 915](#).

<sup>16</sup> *Kerr v. Danier Leather Inc.*, [2007 SCC 44](#).

compliance with Ontario's security regulatory regime, and in particular, the disclosure requirement of the *OSA*.

### **Approval of the Distribution Protocol**

96. The proposed Distribution Protocol for distributing the Net Settlement Amount is attached as Schedule "A" to the Settlement Agreement. Attached as **Exhibit "H"** to this affidavit is a sample calculation with an explanation.

97. Both the Distribution Protocol and the Sample Calculation have been posted to Rochon Genova's website in accordance with the Notice Plan.

98. The Distribution Protocol was prepared with the assistance of the Plaintiff's damages expert Mr. Frank Torchio. I have read Mr. Torchio's affidavit sworn on March 14, 2025, wherein he explains the Distribution Protocol and the rationale behind it. I agree with Mr. Torchio's evidence in that regard.

99. The objective of the Distribution Protocol is three-fold:

- (i) it would result in a fair distribution of any settlement fund among eligible claimants;
- (ii) it would be consistent with the unique damages formula provided by section 138.5 of Part XXIII.1 of the *OSA*; and
- (iii) it could be administered in an efficient and effective manner.

100. Apart from the calculation of Notional Entitlement which is explained in the affidavit of Mr. Torchio, the key elements of the Distribution Protocol are as follows (with the definitions in the Distribution Protocol applied here):

- (i) the Administrator (i.e. RicePoint) will administer all claims pursuant to the terms of the Distribution Protocol;
- (ii) the Administrator, in the absence of reasonable grounds to the contrary, will assume Claimants to be acting honestly and in good faith;
- (iii) Claimants must submit, electronically, or post a Claim Form and all supporting documentation within one hundred and twenty (120) days after the date of first publication of the Notice of Settlement Approval;
- (iv) the Administrator will have discretion to correct minor omissions or errors in a Claim Form;
- (v) in the event of a denial of a claim by the Administrator, a Claimant may request a reconsideration of the claim within 45 days of being advised of the denial. Any decision of the Administrator after a reconsideration of the claim is final and binding and not subject to further review by any Court or other tribunal;
- (vi) Class Members who are also class members in the US Class Action may not receive compensation in both this Action and in the U.S. Class Action, if available in the future, for damages to the Overlapping Securities acquired between July 17, 2018 and December 3, 2018;
- (vii) the Settlement is non-reversionary, and as such, the Net Settlement Amount will be distributed to Authorized Claimants on a *pro rata* basis pursuant to the terms of the Distribution Protocol; and

- (viii) to the extent that funds remain in the Escrow Account after distribution pursuant to the Distribution Protocol, then those funds will be distributed *cy-pres* to one or more recipients approved by the Court.

101. Based on Rochon Genova's knowledge of the facts of this case and our experience in other securities class action settlements, I believe that the Distribution Protocol will achieve its stated objective of equitably distributing the Net Settlement Amount among Eligible Claimants.

#### **Approval of Representative Plaintiff Honorarium**

102. On behalf of the Class, Edward Anthony Longo, the owner and president of the corporate Representative Plaintiff, Vecchio, actively participated throughout the 6 years of this Action.

103. The requested honorarium of \$15,000 recognizes Mr. Longo's unwavering commitment, time and energy in participating in the Action and advancing the Action on behalf of the Class.

104. Mr. Longo was involved from the initial commencement of the Action through the leave and certification motion, examinations for discovery, mediation, and trial preparation.

105. Mr. Longo was fully informed about the progress of this litigation through the many comprehensive status reports received from Rochon Genova and lengthy follow-up discussions with Counsel about those reports both via virtual Zoom meetings and by in-person meetings. He spoke with lawyers at Rochon Genova on numerous occasions, asked many probing questions, received advice and provided well informed instructions at every step of this process. Given his extensive professional experience as a CFO of the Canadian subsidiary of a US public company, his familiarity with public company reporting requirements, and his experience as an entrepreneur who has managed, bought and sold businesses, Mr. Longo made a meaningful contribution at every step of this Action.

106. In summary, Mr. Longo made a significant contribution to the substantial result achieved for the Class and the requested honorarium appropriately recognizes this and may encourage others to step forward to fulfill the important role of representative plaintiff.

#### **Approval of Class Counsel's Fee Request**

107. Rochon Genova seeks the approval of the payment of \$9 million in Class Counsel Fees, \$1.17 million in applicable HST and disbursements of \$3,914,500.55 (inclusive of tax) from the Net Settlement Amount.

108. I have reviewed the time dockets for Plaintiff's Counsel on this file and can confirm that the amount of the requested Class Counsel Fees is modestly higher than the actual docketed time of approximately \$7.6 million (exclusive of HST) and resources dedicated to this Action by lawyers and other professionals at the firm. It is also consistent with the Representative Plaintiff's retainer agreement, which contemplates that Class Counsel Fees will be 30% of any settlement or judgment, where the total value is less than \$50 million. The operative retainer agreement is attached as **Exhibit "I"**.

109. The requested Class Counsel Fees are fair and reasonable in all of the circumstances, given: (i) Rochon Genova's exposure to adverse costs prior to January 2020 and unfunded disbursements of over \$1.2 million; (ii) the litigation risks faced by Rochon Genova, including the risk that the Plaintiff would not have prevailed at any stage of the litigation; (iii) the importance of the issues to Class Members and the Public; (iv) the very substantial results achieved for the Class, in the face of threatened insolvency proceedings; and (v) by way of cross check, the amount sought for fees of \$9 million is modestly higher than the value of the docketed time of \$7.6 million.

**(a) Rochon Genova Undertook Significant Risk in Prosecuting the Action**

110. Complex securities class actions, such as this case, cannot be meaningfully advanced or successfully prosecuted without substantial investment of Class Counsel's time and money. In advancing the Action, Rochon Genova was exposed to significant risk in funding the exposure to adverse costs prior to the January 2020 funding agreement with the CPF. Further, Rochon Genova also incurred \$1,298,511.52 in disbursements which were not funded by the CPF. The other very significant risk assumed by Rochon Genova was the risk of not recovering any fees for the prosecution of the Action over the past 6 years, nor the approximately \$1.3 million in unfunded disbursements incurred.

111. I am advised that, to date, the time investment of Rochon Genova in terms of value of the work in progress ("WIP") of time-keepers over the life of this file is approximately \$7.6 million. The requested Class Counsel Fees represent a 1.2 multiplier of actual docketed time, which is on the low end of the range of multipliers (between 1 and 4) routinely approved by the Courts in complex securities class actions.

112. Details of Rochon Genova's docketed time will be made available, at the hearing, to the Court if necessary.

113. The value of time spent by Counsel and disbursements incurred in this Action are in the range of that in other complex securities class actions. For example, I note that in *CIBC*, a case where this firm acted and which settled shortly before trial, the value of counsel time was \$14.8 million.<sup>17</sup> Similarly, in the *SNC-Lavalin*, a case where this firm was co-counsel with the Siskinds

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<sup>17</sup> *Green v. CIBC*, [2022 ONSC 373](#), at para 86.

firm and which settled after discovery, but well before trial, the value of counsel time was approximately \$9.1 million with disbursements incurred of \$2.393 million, exclusive of HST.<sup>18</sup>

**(b) Securities class actions are high-risk, complex, and protracted**

114. The Part XXIII.1 secondary market civil liability regime is a complex regime, evidenced by the fact that very few plaintiff firms have taken on the risk of investigating, analyzing and prosecuting such cases and even fewer cases of this nature have succeeded in terms of providing substantial recovery for class members.

115. According to a recent study by NERA Economic Consulting, “Canadian class actions are less likely to be resolved by way of settlement than in the past”. NERA found that while 90% of securities class actions were resolved by settlement between 2006 to 2010, whereas in subsequent years, only approximately half of securities class actions resolved by settlement – with the remainder either being dismissed at the certification and/or leave stage, or discontinued by plaintiffs. Attached as **Exhibit “J”** is a copy of “Trends in Canadian Securities Class Actions: 2024 Update” published by NERA Economic Consulting.

116. The requirement that leave be obtained prior to the commencement of an action under Part XXIII.1 is a significant feature of the regime that distinguishes securities class actions from other class actions where, generally, a plaintiff may move directly for certification, a step that is not a test of the merits (section 5(5) of the *CPA*).

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<sup>18</sup> *The Trustees of the Drywall Acoustic Lathing and Insulation Local 675 Pension Fund v. SNC-Lavalin Group Inc.*, [2018 ONSC 6447](#) at para 60.

117. Under the *OSA*, leave requires a preliminary assessment of the merits. To obtain leave, the plaintiff must establish that there is “a reasonable possibility that the action will be resolved at trial in favour of the plaintiff.”

118. In our experience:

- (i) given the merits-based requirement, the leave motion typically requires considerable front-end loading, where a plaintiff must conduct a thorough investigation and analysis into the available public record, and commission expert opinion or opinions in order to establish that it has a reasonable possibility of establishing the key elements of her case;
- (ii) defendants typically challenge the leave motion, often filing responding expert opinion and sometimes fact witness affidavits;
- (iii) cross-examinations, motions arising out of cross-examinations and lengthy hearings are the norm for this kind of case; and
- (iv) success or failure on the leave motion will invariably result in appeals.

119. At the commencement of this Action, Rochon Genova was faced with the above risks and other risks inherent to the prosecution of a securities class action in Ontario. It was anticipated that:

- (i) this case would be hard fought by leading defence counsel who are experts in the defence of securities cases at one of the leading corporate law firms in Canada;
- (ii) the defence was extremely well funded and would spare no expense;
- (iii) there would be great resistance to the leave and certification motions, and indeed at every step of this proceeding;



- (iv) if successful on the leave and certification motion, there would be production of thousands of documents and weeks of examinations for discovery;
- (v) if the case did not settle, there would be a very lengthy trial with an uncertain outcome; and
- (vi) the exposure to potential adverse costs awards, including the fees and disbursements of multiple defence firms and their various experts, would be considerable, in the several millions of dollars.

120. In terms of the steps leading to trial, the documentary production included more than 9,600 documents, and the parties engaged in 10 days of discovery. Trial preparation also involved the preparation of comprehensive expert reports, including reply reports, dealing with complex regulatory, valuation, accounting and corporate governance issues. Several millions of dollars were invested in these reports not only for trial, but also for the *OSA* leave motion, and the carriage motion as well.

**(c) Substantial Result Achieved for the Class**

121. NERA's 2024 Report found that the median settlement of securities class actions in 2024 was \$11.9 million, which was twice the median settlement of \$6.3 million for the 35 settlements reached over the previous 6 years.

122. The negotiated Settlement Amount of \$30 million is a significant amount, especially given the Defendants' threat of commencing insolvency proceedings.

**(d) Importance of Matter to Class Members and Public**

123. The issues raised in the Action are of critical importance to Class Members and the public. The prosecution of securities class actions is integral to upholding investor protection and confidence in the capital markets and the overall integrity of the capital markets.

124. As the Ontario Court of Appeal recognized in *Stewart*<sup>19</sup>, private civil liability actions under Part XXIII.1 do not simply advance the private interests of an aggrieved investor – they also serve the public interest by promoting compliance with the overall regulatory scheme. Additionally, private securities misrepresentations actions supplement the public enforcement of the *OSA*.

**Summary of Rochon Genova's fee and disbursement request**

125. As stated above, Rochon Genova seeks approval for the following payments from the Net Settlement Amount:

- (i) \$9.0 million in Class Counsel fees and \$1.17 million in HST;
- (ii) the reimbursement of unfunded disbursements of \$1,298,511.52;
- (iii) the repayment of funded disbursements of \$2,615,989.03 to the Class Proceedings Fund; and
- (iv) the payment of the Class Proceeding Fund's 10% levy in the amount of approximately \$1,521,549.95.

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<sup>19</sup> *1654776 Ontario Limited v. Stewart*, [2013 ONCA 184](#).

126. Rochon Genova has incurred the following disbursements since the commencement of the Action, up to the date of this affidavit:

TYPE	TOTAL
Courier	\$1,840.49
Translation	\$31,996.29
Copies, Scanning and Facsimile	\$167,098.81
Long Distance Telephone Charge	\$1,778.07
Postage	\$11.00
Research/Resource Material	\$13,233.54
Transcripts	\$72,305.60
Relativity	\$68,917.19
Mediation	\$26,556.50
Expert Reports	\$3,159,484.40
Mileage/Travel/Meals	\$1,086.10
Costs of production motion	\$15,000.00
PR/Media/Notice	\$133,896.50
Service of Documents	\$3,838.49
Court Fees	\$2,208.00
<b>TOTAL BEFORE TAX:</b>	<b>\$3,699,250.98</b>
<b>TAX:</b>	<b>\$215,249.57</b>
<b>TOTAL INCLUDING TAX:</b>	<b>\$3,914,500.55</b>

127. Rochon Genova's legal fees and disbursements request may be summarized as follows:

ITEM	TOTAL
Fees Request:	\$9,000,000.00
HST on Fees Request:	\$1,170,000.00
Disbursements inclusive of HST	\$3,914,500.55
<b>Total Fees/Disbursements Request (including applicable taxes):</b>	<b>\$14,084,500.55</b>

128. Pursuant to Regulation 771/02, the CPF levy will be imposed on the Class's recovery, in the amount of the sum of: (a) the amount of any financial support paid by the CPF (in this case, disbursements funded); and (b) 10 percent of the amount of the settlement funds remaining. In other words, once the Class Counsel Fees and the Administrator's fees are deducted from the settlement amount, the CPF will receive a reimbursement of the approximately \$2,615,989.02 in disbursements it has funded, and a levy in the amount of 10% of the settlement amount remaining. We estimate CPF's total entitlement (disbursements repayment and levy) to amount to approximately \$4,137,538.98.

**Anticipated fees and disbursements to be incurred**

129. Considerable work remains to be done by Rochon Genova. I have conferred with Joel Rochon and believe that following the execution of this affidavit, Rochon Genova's work will include:

- (i) preparing for and attending the Settlement Approval Hearing motion;
- (ii) facilitating implementation of Part 2 of the Notice Plan;
- (iii) liaising with the Administrator and financial experts to ensure the fair and efficient administration of the Settlement; and
- (iv) responding to inquiries from Class Members and their lawyers regarding the Settlement.

130. Based on our experience in other cases, we estimate that we will incur approximately \$150,000 in additional time at our current hourly rates before our work on this matter is completed.

131. In summary, in light of the numerous and substantial risks faced by our firm in the prosecution of this action over the past 6 years, the protracted and complex nature of this proceeding, the result achieved for the class, and the terms of the retainer agreements, the requested fee in the amount of 30% of the class members' recovery, plus HST, plus disbursements of \$1,267,900.34 (inclusive of HST) is fair and reasonable.

132. I swear this affidavit in support of the aforementioned motion and for no other or improper purpose.

SWORN BY Vincent Genova at the City of  
Toronto, in the Province of Ontario,  
BEFORE ME on this 18<sup>th</sup> day of March,  
2025

*Rabita Sharfuddin*

*A Commissioner for Taking Affidavits, etc.*



**VINCENT GENOVA**