

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
JUSTICE M. CULLITY ) THURSDAY, THE 26TH  
 ) DAY OF MARCH, 2009  
 )

BETWEEN:

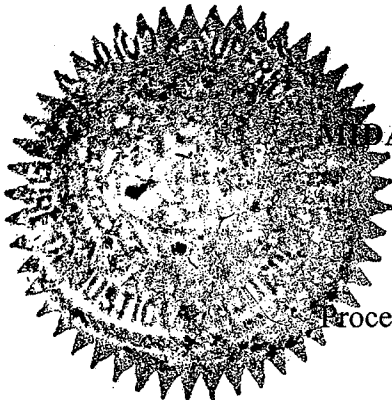
**LANDSBRIDGE AUTO CORP. and 405341 ONTARIO LIMITED**

Plaintiffs

- and -

**MIDAS CANADA INC. and  
MIDAS INTERNATIONAL CORPORATION**

Defendants



*Proceeding under the Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION** made by the plaintiffs for an order certifying this action as a class proceeding was heard on February 4 and 5, 2009 at Osgoode Hall, 130 Queen Street West, Toronto, Ontario and the decision reserved to this day.

**ON READING** the notice of motion, the affidavits of Daniel McGolrick sworn December 18, 2007 and April 18, 2007; the affidavits of Stephen Doyle sworn December 18, 2007 and April 17, 2008; the affidavit of Roger E. Appleton sworn March 27, 2008; the affidavit of William M. Guzik sworn March 27, 2008; the affidavit of Gordon Buttinger sworn April 18, 2008; the transcripts of the cross-examinations of Roger E. Appleton and William M. Guzik conducted on

June 27, 2008; the transcripts of the cross-examinations of Daniel McGolrick, Gordon Buttinger and Stephen Doyle conducted on July 29, 2008; the statement of claim; the statement of defence; and the reply, filed, and on hearing the submissions of counsel for the plaintiffs and the defendants,

1. **THIS COURT ORDERS** that this action is certified as a class proceeding against the defendant, Midas Canada Inc.

2. **THIS COURT ORDERS** that the class is defined as:

All corporations, partnerships and individuals carrying on business in Canada as a franchisee on both July 11, 2003 and May 31, 2007 under a Midas Franchise and Trade Mark Agreement (the "Class").

3. **THIS COURT ORDERS** that 405341 Ontario Limited is appointed as the representative plaintiff on behalf of the Class.

4. **THIS COURT ORDERS** that the claims of Landsbridge Auto Corp. are hereby dismissed.

5. **THIS COURT ORDERS** that the claims as against the defendant Midas International Corporation are hereby dismissed.

6. **THIS COURT ORDERS** that Midas Canada Inc. is required under Rule 30.02(4) of the *Rules of Civil Procedure* R.R.O. 1990 to disclose all relevant documents in the possession, control or power of Midas International Corporation and produce for inspection all such documents that are not privileged and that its representative for purposes of examinations for

discovery answer proper questions notwithstanding that the information to be given is that of Midas International Corporation.

7. **THIS COURT ORDERS** that the following common issues (“Common Issues”) are certified for the purposes of this proceeding:

- A. Did Midas Canada Inc. (“Midas”) breach its obligations to the class members by reason of a common law duty to exercise its rights under the Franchise Agreement honestly, fairly and in good faith, or its statutory duties of fair dealing, by terminating the Midas product supply system and substituting and implementing the Uni-Select agreement, including, without limitation, by:
  - a. retaining the full 10 per cent royalty after it ceased to sell automotive products and accessories (“Products”) to class members;
  - b. negotiating and receiving rebates, allowances or other consideration from third-party suppliers of products on account of the class members’ purchases of Products; or
  - c. funding its warranty obligations, in whole or in part, through rebates provided by third-party suppliers of Products?
- B. If a breach of the duty of good faith is proved, then has Midas been unjustly enriched at the class members’ expense by retaining the full 10 per cent royalty after it ceased to sell Products to class members?
- C. In the event that Midas breached any of its contractual or statutory duties referred to in A., what is the appropriate measure of the damages, if any, to which members of the class are entitled?
- D. Are the class members entitled to either or each of:
  - a. a rebate of part of the royalties paid by them after Midas ceased to sell Products to class members, and, if so, in what amount; and
  - b. an abatement of royalties to be paid by them in the future and, if so, in what amount?
- E. Are the class members entitled to declaratory or injunctive relief in respect of all, or any, of the breaches referred to in A. that are found to have occurred, including an order for an accounting or audit of rebates and allowances received by Midas

from third party suppliers of Products and amounts expended by Midas in discharging its warranty obligations?

- F. Should Midas be required to pay punitive, exemplary or aggravated damages to the class members? If so, what is the amount of such damages?

8. **THIS COURT ORDERS** that the Plan of Proceeding attached hereto as Schedule "A" be and is hereby approved.

9. **THIS COURT ORDERS** that Midas Canada Inc. is permitted to file a Fresh as Amended Statement of Defence.

10. **THIS COURT ORDERS** that the title of proceeding be amended to:

**405341 ONTARIO LIMITED**

Representative Plaintiff

and

**MIDAS CANADA INC.**

Defendant

11. **THIS COURT ORDERS** that Midas Canada Inc. provide Class counsel with the last known address and facsimile number of each Class Member by no later than July 17, 2009.

12. **THIS COURT ORDERS** that a Notice to the Class in the form attached hereto as Schedule "B" be delivered to Class Members by the following means:

- a) publication of the notice on a dedicated website for this action maintained by Class

Counsel;

- b) facsimile transmission and mailing to all Class Members; and
- c) email to all Class Members who have provided direct email contact information to Class Counsel or for whom such information has been provided.

13. **THIS COURT ORDERS** that the copies of the Notice to the Class being mailed to Class Members include a self-addressed stamped envelope (to be provided by, and at the cost of, Midas Canada Inc.) setting out the address of Class Counsel.

14. **THIS COURT ORDERS** that a Class Member may opt out of the class proceeding by delivering to Sotos LLP either the Opt-Out Coupon attached as Schedule "A" to the Notice, an email, or some other legible, written, signed request to opt-out containing substantially the same information as the Opt-Out Coupon, on or before the expiry of the 60<sup>th</sup> day after the date on which the Notices are sent by mail, email, facsimile, courier or receipt is otherwise acknowledged.

15. **THIS COURT ORDERS** that Class Members may not opt out of the class proceeding after the expiry of the 60<sup>th</sup> day after the Notices are sent by mail, email, facsimile, courier or receipt is otherwise acknowledged.

16. **THIS COURT ORDERS** that Sotos LLP serve on Midas Canada Inc. and file with the court, within 7 days after the end of the opt-out period, an affidavit containing a list of persons who have opted out of the class proceeding and attaching copies of all Opt-Out Coupons received from Class Members.

17. **THIS COURT ORDERS** that from the date of this Order to the end of the opt out period, Midas Canada Inc. and its representatives shall refrain from any communications with Class

Members which directly or indirectly interfere with, prohibit or restrict participation by the Class Member in this proceeding, unless such communication is copied to Class Counsel, provided that it is understood that nothing in this Order shall otherwise limit communications contemplated in the franchise and other agreements between Midas Canada Inc. and the Class Members and documents incorporated by reference therein, or otherwise in the ordinary course of business.

18. **THIS COURT ORDERS** that the plaintiffs' costs of this motion be paid by Midas Canada Inc. in the amount of \$154,195, inclusive of disbursements and G.S.T. by June 4, 2009.



ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUL 27 2009

AS DOCUMENT NO.:  
À TITRE DE DOCUMENT NO.:  
PER / PAR:



**SCHEDULE A**

Court File No.: 07-CV-333934CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**405341 ONTARIO LIMITED**

Plaintiff

- and -

**MIDAS CANADA INC.**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**PLAINTIFF'S PLAN OF PROCEEDING  
Pursuant to Section 5 (1)(e)(ii) of the Class Proceedings Act, 1992**

1.0 This plan addresses:

- A. Overview
- B. Common Elements to Causes of Action
- C. Communication with Class Members
- D. Timetable
- E. Productions, Experts and Witnesses
- F. Alternative Dispute Resolution
- G. Notice of Resolution
- H. Funding

**A. Overview**

1. This action by the Canadian Midas franchisees relates to certain changes implemented by Midas to the Midas franchise system with respect to the purchase of automotive parts and accessories (products). The plaintiff alleges that these changes were unlawful and have caused damage to each class member. The plaintiff seeks to recover damages, injunctive and declaratory relief as well as punitive, exemplary and aggravated damages in relation to this conduct.

2. This Plan of Proceeding sets out a method proposed by the Plaintiff to advance the proceeding on behalf of the class and to notify class members of the proceeding.

3. This Plan provides the procedural means by which the plaintiff's plan to move this action toward resolution. Where it states the plaintiff's position, or the way in which the plaintiff or class counsel intend to prove elements of the asserted causes of action and damages, the approval of this Plan by the court does not amount to a determination of that position, and the defendant is entitled to contest the plaintiff's procedural and substantive positions.

4. While the Court's Order certifying this action as a class proceeding defines the parties' procedural rights in relation to this proceeding, approval of this Plan by the Court does not amount to a determination of any procedural or substantive rights and the Plan is always subject to amendment or modification by agreement of the parties or further order of the Court.

**B. Proof of Common Elements Pleaded**

5. The Court has ordered that the following common issues ("Common Issues") are certified for the purposes of this proceeding:

- A. Did Midas Canada Inc. ("Midas") breach its obligations to the class members by reason of a common law duty to exercise its rights under the Franchise Agreement honestly, fairly and in good faith, or its statutory duties of fair dealing, by terminating the Midas product supply system and substituting and implementing the Uni-Select agreement, including, without limitation, by:
  - a. retaining the full 10 per cent royalty after it ceased to sell automotive products and accessories ("Products") to class members;
  - b. negotiating and receiving rebates, allowances or other consideration from third-party suppliers of products on account of the class members' purchases of Products; or
  - c. funding its warranty obligations, in whole or in part, through rebates provided by third-party suppliers of Products?
- B. If a breach of the duty of good faith is proved, then has Midas been unjustly enriched at the class members' expense by retaining the full 10 per cent royalty after it ceased to sell Products to class members?
- C. In the event that Midas breached any of its contractual or statutory duties referred to in A., what is the appropriate measure of the damages, if any, to which members of the class are entitled?
- D. Are the class members entitled to either or each of:



- a. a rebate of part of the royalties paid by them after Midas ceased to sell Products to class members, and, if so, in what amount; and
  - b. an abatement of royalties to be paid by them in the future and, if so, in what amount?
- E. Are the class members entitled to declaratory or injunctive relief in respect of all, or any, of the breaches referred to in A. that are found to have occurred, including an order for an accounting or audit of rebates and allowances received by Midas from third party suppliers of Products and amounts expended by Midas in discharging its warranty obligations?
- F. Should Midas be required to pay punitive, exemplary or aggravated damages to the class members? If so, what is the amount of such damages?
6. It is expected that a number of the facts at issue at trial may be undisputed. For example, Plaintiff's counsel believes that the following facts are undisputed:
- (a) the Midas franchise agreements are identical in all respects material to this action;
  - (b) the letters and memorandum which are attached to the affidavit of Daniel McGolrick as Exhibits "F", "G" and "I" are genuine copies of those documents which were sent to all Midas dealers at the time on or about their respective dates;
  - (c) Midas complied with its alleged obligation to provide the 14.5% net discount on all products to all franchisees whose agreements require that they pay 10% royalties on their net sales until, at the earliest, June, 2001;
  - (d) Beginning June, 2001, Midas or its related entities ceased disclosing the 14.5% discount on the Canadian Net Price Lists to Canadian Midas dealers;
  - (e) Midas or its related entities withdrew from the distribution of products in or about the end of 2003;
  - (f) Midas entered into a Canada wide supply agreement with Uni-Select Inc. after withdrawing from distribution of products;
  - (g) Midas has received rebates, allowances and/or other consideration from third-party suppliers since withdrawing from distribution in or about the end of 2003;
7. The majority of this evidence could be introduced at the common issues trial by an Agreed Statement of Facts or through documentary evidence which will speak for itself.

8. A significant part of the common issues trial may consist of determining what legal consequences flow from the facts pleaded, not whether the facts are correct.

9. While damages are not required to be a common issue in order to be certified under the *Class Proceedings Act, 1992*, damages could be a common issue if they are awarded on a restitutionary basis.

10. Furthermore, if the court finds that damages can be awarded based on an abatement of future royalties or damages equivalent to an abatement of past royalties, this issue lends itself to determination on a common basis.

11. Similarly, if the court grants any of the declaratory and injunctive relief claimed in the statement of claim, this will apply equally to all class members.

12. If there is dispute as to the allocation of damages among the class members which cannot be resolved, class counsel will establish a process to be conducted by a court official (if the decision is made at trial) or by a chartered accountant or other neutral third party (if by settlement) on the basis of a written record to be submitted. This Plan of Proceeding, as supplemented, will be submitted as part of any approval process or court order.

13. Class counsel anticipate preparing a report on the allocation of damages based on the defendant's and other available productions. Each class member will have an opportunity to review the proposed distribution and submit materials to class counsel for reconsideration if its documents do not accord with the documents otherwise received. Class counsel will establish a timetable for the receipt and reconsideration of any such documents and the distribution of a revised plan. Any class member may challenge the proposed distribution.

14. Class members may participate in the reference with individual counsel, if desired. Otherwise, class counsel will represent all class members in any individual hearing on a contingency basis. The details of such individual representation are available to any such class member and will be submitted to the court for approval at the appropriate time. If any class member retains private counsel, class counsel will act as friends to the referee and assist with the identification of relevant documents and issues as requested and required. The referee will rule on a plan of distribution to be binding on all class members.

### **C. Communication with Members of the Class**

#### **(i) General**

15. The representative plaintiff is a current Midas franchisee.

16. Class counsel have established a link on its firm website dedicated to this class proceeding (the "dedicated website"). Copies of all publicly filed court documents and decisions and all notices and general information relating to the action will be accessible on the dedicated website.

17. Class members may establish contact with counsel through the website or through email addresses which will be provided to each class member in the Notice to the Class.

18. Class Counsel and the class representative will consider any reasonable request by Midas for a confidentiality order with respect to confidential information.

19. The class representative has been and will continue to be in regular communication with class counsel by email, telephone and in person. It is provided with regular reports on the status of the action. As agreed to between the class representative and class counsel, the class representative will communicate information to the class members. The class representative or class counsel will communicate to all franchisees through faxes and emails, which is the same method which Midas generally uses to communicate with its franchisees.

20. Meetings will be held periodically to ensure that all class members have the opportunity to be informed about the developments in the action and to ask questions. Notice is given to all class members before meetings. Attendance at the meetings is open to all Class Members that have not opted out of the Class provided that they sign a confidentiality agreement and agree not to disclose any privileged communications to third parties.

21. All class members are aware of the class action.

**(ii) Formal Notices to the Class**

22. If this proceeding is certified, notice to the class will be given immediately:

- a) by publication of the notice on the dedicated website;
- b) by facsimile transmission and mailing to all class members; and
- c) by email to all class members who have provided direct email contact information to Class Counsel or for whom such information has been provided.

**(iii) Individual Inquiries**

23. All class members' inquiries may be communicated to class counsel or to the class representative which will forward the inquiries to class counsel where appropriate. All appropriate inquiries from privately retained counsel for class members will be addressed promptly by class counsel.

**D. Timetable**

24. Class counsel are mandated to move this action forward expeditiously in view of the ongoing nature of the damages and the financial hardships experienced by many class members. All attempts by the defendant to delay or bifurcate the proceeding will be strenuously opposed. Nevertheless, all timetabling will, where possible, be arranged on a consensual basis, and, where consent is not given, with the involvement of the case

management judge. In every instance, Class Counsel will propose a timetable for consideration by opposing counsel.

25. The parties have agreed upon the following timetable:

- a) class members will have 60 days after the date on which the notice to the class is sent in which to opt out;
- b) the defendant may deliver an amended statement of defence;
- c) affidavits of documents will be exchanged by September 30, 2009;
- d) examinations for discovery will be completed by February 28, 2010;
- e) a date for any discovery motions or the next case conference will set within 60 days of the completion of oral discovery with materials to be served 10 days prior to the motion;
- f) follow up examinations to be completed within 60 days of any such motion;
- g) experts' reports, if any, to be exchanged within 60 days of the completion of discoveries;
- h) responding experts' reports to be exchanged within 90 days of the exchange of expert's reports;
- i) mandatory mediation to be held within 60 days of the date of the exchange of experts' reports with all briefs to be filed within 10 days prior to the date set for the mediation;
- j) pre-trial conference to be scheduled at the time of the discovery motion or at the previously scheduled case conference to include trial management reports by counsel; and
- k) trial date on the earliest available convenient date.

#### **E. Productions, Experts and Witnesses**

26. A conference call among counsel will be scheduled to confer regarding the preservation of evidence and to discuss the eventual exchange of all relevant documents, including electronic documents. At that time, counsel will also discuss the scope of documentary production which is expected in the action. Any preliminary disputes can be the subject of discussion at the time of the certification motion or other case conference.

27. The parties will be asked to exchange a complete witness list together with a summary of the evidence to be given as part of the trial management process.

28. It is expected that the representative plaintiff will give evidence at trial to establish a general factual background; however, as stated above, the majority of the evidence will be introduced either through an Agreed Statement of Facts or through documentary evidence.

29. Documents will be exchanged in electronic format with hard copies to be provided as may be requested.

30. Depending on the volume of the defendant's productions, class counsel will manage documents in an electronic document management program such as Summation. Class counsel also utilizes CaseMap litigation software. The use of these programs optimizes Class Counsel's ability to organize large volumes of documents by issue and witness, and allows for the assembly of efficient compendia.

31. Depending on the volume and nature of the documents to be exchanged, Class Counsel will consider the utilization of a third-party document management service provider, such as Commonwealth Legal. Counsel will also consider that the services of a third-party service provider be utilized for the management of email and other electronic documents.

32. Factual evidence of an accounting nature may be led as part of the plaintiff's case.

33. It will be proposed that the parties agree to submit their experts, if any, to a one day examination to be conducted between the date of the mediation and any pretrial conference.

34. The parties will attempt to agree on a joint book of documents in hard and electronic form for use at trial and will deliver compendia of documents for each of their witnesses to be called at trial.

#### **F. Alternative Dispute Resolution**

35. The parties will participate in mandatory mediation as required by the *Rules of Civil Procedure*.

36. In addition to mandatory mediation, class counsel will encourage settlement negotiations as circumstances deem appropriate.

#### **G. Notice of Resolution**

37. The parties and the court will settle the form and content of the notice of resolution of the common issues within 10 days of the release of reasons for judgment.

38. The notice of resolution will be delivered to all class members on the date prescribed by the court, which the plaintiff proposes be within 10 days of the date of the settling of the form of the notice.

**H. Funding**

39. The plaintiff's legal fees are to be paid on a contingency basis and are subject to court approval.

40. The plaintiff, volunteer franchisees, and the Class Proceeding Fund are funding all disbursements.

**SCHEDULE B**

Court File No.: 07-CV-333934CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**405341 ONTARIO LIMITED**

Plaintiff

- and -

**MIDAS CANADA INC.**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**[Coat of Arms]**

Notice published under the *Class Proceedings Act, 1992*

**TO ALL CANADIAN MIDAS FRANCHISEES**

If you operated a Midas franchisee in Canada under a Midas Franchise and Trade Mark Agreement on both July 11, 2003 and May 31, 2007 this Notice will be important to you. A legal claim against Midas Canada Inc. ("Midas") has been certified as a Class Proceeding (the "Class Proceeding") by the Ontario Superior Court of Justice. The Class Proceeding will deal with claims alleged against Midas which, if proven, could entitle you to various relief including a monetary payment.

This Notice is published by Order of the Ontario Superior Court of Justice dated March 26, 2009 (the "Certification Order") and deals with:

1. Nature of the Class Proceeding and Common Issues;
2. Inclusion In/Opting Out of the Class Proceeding;
3. Possible Financial Consequences of the Class Proceeding; and
4. Ancillary Matters.

## 1. Nature of the Class Proceeding and Common Issues

405341 Ontario Limited (the "Representative Plaintiff") commenced an action against Midas by having a Statement of Claim ("Claim") issued on behalf of a class that the Ontario Superior Court of Justice defined in the Certification Order as:

All corporations, partnerships and individuals carrying on business in Canada as a franchisee on both July 11, 2003 and May 31, 2007 under a Midas Franchise and Trade Mark Agreement.

The Representative Plaintiff claims damages and other relief for breach of the duty of good faith and fair dealing and for unjust enrichment. A demand is also made for punitive damages. Midas has denied the allegations in the Claim and defended the proceeding.

This action has been certified as a class proceeding by the Court and will proceed to trial to determine the following common issues:

- A. Did Midas breach its obligations to the class members by reason of a common law duty to exercise its rights under the Franchise Agreement honestly, fairly and in good faith, or its statutory duties of fair dealing, by terminating the Midas product supply system and substituting and implementing the Uni-Select agreement, including, without limitation, by:
  - a. retaining the full 10 per cent royalty after it ceased to sell automotive products and accessories ("Products") to class members;
  - b. negotiating and receiving rebates, allowances or other consideration from third-party suppliers of products on account of the class members' purchases of Products; or
  - c. funding its warranty obligations, in whole or in part, through rebates provided by third-party suppliers of Products?
- B. If a breach of the duty of good faith is proved, has Midas been unjustly enriched at the class members' expense by retaining the full 10 per cent royalty after it ceased to sell Products to class members?
- C. In the event that Midas breached any of its contractual or statutory duties referred to in A., what is the appropriate measure of the damages, if any, to which members of the class are entitled?
- D. Are the class members entitled to either or each of:



- a. a rebate of part of the royalties paid by them after Midas ceased to sell Products to class members, and, if so, in what amount; and
  - b. an abatement of royalties to be paid by them in the future and, if so, in what amount?
- E. Are the class members entitled to declaratory or injunctive relief in respect of all, or any, of the breaches referred to in A. that are found to have occurred, including an order for an accounting or audit of rebates and allowances received by Midas from third party suppliers of Products and amounts expended by Midas in discharging its warranty obligations?
- F. Should Midas be required to pay punitive, exemplary or aggravated damages to the class members? If so, what is the amount of such damages?

## **2. Inclusion In / Opting Out of the Class**

### **A. Automatic inclusion in the Class**

If you carried on business in Canada as a franchisee on both July 11, 2003 and May 31, 2007 under a Midas Franchise and Trade Mark Agreement, then you are automatically included in the Class. No steps are necessary to "join" the Class.

### **B. How to be excluded from the Class**

If you do **not** wish to be included in the Class, you must fill out the attached coupon and send it to Sotos LLP, the lawyers for the Class, using the enclosed self-addressed stamped envelope, or alternatively, send Sotos LLP an email, or some other legible, written, signed request to opt-out containing substantially the same information as the Opt-Out Coupon. The deadline for opting out is September ●, 2009, which is 60 days after the date on this notice. If your written request to opt out is not received by that date, you will remain a member of the Class.

### **C. Consequences of opting out**

If you opt out of the Class, you will not be affected by any decision the Court makes on the common issues.

## **3. Possible Financial Consequences of the Class Proceeding**

In determining the common issues in the Certification Order, the Court will decide whether Midas should pay any monies to the Class Members, and if so, how much the affected Class Members should receive. The Court may also order an abatement or reduction in future royalties payable by Class Members under their Franchise Agreements.

Class Members may be required to participate in some stages of the lawsuit, particularly in the distribution of monies, if any are awarded. The determination of how any recovery should be distributed to each individual Class Member will be made either by the Court or by a process to be supervised and sanctioned by the Court. Some individual participation may be required by Class Members in determining the amount of money to which the Class Member is entitled during this stage of the process.

If the Class Proceeding is not successful, Class Members will not be responsible for any legal costs nor face any other financial obligations arising from the proceedings.

Whether or not the Class Proceeding is successful, all Class Members who do not opt out will be bound by the judgment. This means, for example, that after the Class Proceeding has concluded a Class Member cannot start its own individual claim against Midas based on the same or similar allegations.

#### **4. Ancillary matters**

The Representative Plaintiff has retained the law firm of Sotos LLP to represent the Class in the Class Proceeding. The law firm will be paid legal fees only if the Class Proceeding is successful. The Representative Plaintiff has agreed that the law firm's fees will be 25% of the amount recovered plus disbursements, in addition to any costs Midas is required to pay. The Class Proceeding Fund, which has provided disbursement funding for this lawsuit, will be entitled to 10% of the net amount recovered. The retainer agreement and any fees charged by class counsel must be approved by the Court.

For further information about the class action lawsuit you may contact:

Sotos LLP, Barristers and Solicitors, Suite 1250, 180 Dundas St. West, Toronto, Ontario M5G 1Z8, attention: David Sterns (dsterns@sotosllp.com) or Allan D.J. Dick (adjdick@sotosllp.com), telephone (416) 977-0007, fax (416) 977-0717.

The statement of claim and other court papers in this action, including the Order of the Ontario Superior Court of Justice dated March 26, 2009, are available for inspection at the Ontario Superior Court of Justice, 393 University Avenue, 10<sup>th</sup> Floor, Toronto, Ontario M5G 2J6 and on Sotos LLP's website [www.sotosllp.com/classactions.asp](http://www.sotosllp.com/classactions.asp).

**PLEASE DO NOT CALL** the Ontario Superior Court of Justice or the Registrar of the Court. They will not be able to answer your questions about the lawsuit.

July ●, 2009

**OPT OUT COUPON**

TO:

**SOTOS LLP**

Barristers and Solicitors

Suite 1250

180 Dundas Street West

Toronto, Ontario M5G 1Z8

Attention: David Sterns

Facsimile: (416) 977-0717

I wish to opt out of the Midas Canada class action lawsuit.

---

Signature

Name of Company:  
please print

Store No:

Address:

Postal code:

Telephone:

Note: To opt out, this coupon must be completed and received at the above address before September ●, 2009.

**LANDSBRIDGE AUTO CORP. et. al.**  
Plaintiffs

and  
**MIDAS CANADA INC.**  
Defendants

Court File Number: 07-CV-333934CP

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT TORONTO**

**ORDER**

**SOTOS LLP**  
Barristers and Solicitors  
Suite 1250  
180 Dundas Street West  
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