

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
 )  
MR. JUSTICE PAUL M. PERELL )

TUESDAY, THE 6<sup>th</sup>  
DAY OF JANUARY, 2015

B E T W E E N:



**2038724 ONTARIO LTD. and 2036250 ONTARIO INC.**

Plaintiffs

- and -

**QUIZNO'S CANADA RESTAURANT CORPORATION, QUIZ-CAN LLC,  
THE QUIZNO'S MASTER LLC, CANADA FOOD DISTRIBUTION  
COMPANY, GORDON FOOD SERVICE, INC. and GFS CANADA  
COMPANY INC.**

Defendants

*Proceeding under the Class Proceedings Act, 1992*

**ORDER**

**(Approval of Settlement Agreement)**

**THIS MOTION**, made jointly by the parties for an Order approving the settlement of this class proceeding agreed to as between the parties in a settlement agreement dated January 5, 2015, a copy of which is attached hereto as **Schedule "A"** (the "**Settlement Agreement**") was heard on January 6, 2015 at Osgoode Hall, 130 Queen St. West, Toronto, Ontario;

**WHEREAS** this action was certified as a class proceeding by order of the Court dated November 23, 2009 (the "**Certification Order**");

**AND WHEREAS** the Certification Order defines the Class as “all persons, including firms and corporations, carrying on business in Canada under a ‘Quiznos’ Franchise Agreement at any time between May 12, 2006 and November 23, 2009”;

**AND WHEREAS** the Certification Order appointed 203724 Ontario Ltd. and 2036250 Ontario Inc. as the representative plaintiffs on behalf of the Class;

**AND WHEREAS** the Certification Order certified certain common issues for the purposes of this proceeding;

**AND WHEREAS** the Certification Order required that Notice be provided to the Class and that a Class member may opt out of the class proceeding by delivering an Opt-Out Coupon on or before January 7, 2010;

**AND WHEREAS** Notice to Class Members was provided in accordance with the Certification Order, and Sotos LLP subsequently served on the defendants an affidavit sworn January 15, 2010, containing a list of 14 Class Members who have opted out of the class proceeding;

**AND WHEREAS** the parties entered in the Settlement Agreement subject to approval of this Court;

**AND WHEREAS** the Class Members have been provided with notice of the Settlement Agreement in the form approved by this Court;

**UPON READING** the materials filed, including the Settlement Agreement and the consent of the parties, and upon hearing submissions of counsel for all parties;

1. **THIS COURT ORDERS AND DECLARES** that, except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT ORDERS** that the Settlement Agreement, including Exhibits:

(a) is fair, reasonable and in the best interests of the Class Members;

(b) is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992*, S.O. 1992 c. 6; and

(c) shall be implemented in accordance with all of its terms.

3. **THIS COURT ORDERS** that this action shall be and is hereby dismissed with prejudice.

4. **THIS COURT ORDERS AND DECLARES** that each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

5. **THIS COURT ORDERS AND DECLARES THAT** the Quiznos Defendants have released and shall be conclusively deemed to have forever and absolutely released 2038724 ONTARIO LTD. and 2036250 ONTARIO INC from any and all Quiznos Released Claims.

6. **THIS COURT ORDERS** that each Releasor shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, 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 Releasee or any other 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.

7. **THIS COURT ORDERS** that in the event litigation commenced or continued by any Class Member against another person or by another person against a Class Member arising out of or in any way relating to the Released Claims results in a claim over or judgment against any Defendant and/or any other Releasee, the Class Member shall fully hold harmless, reimburse and indemnify the Defendant and/or such other Releasee for such amount.

8. **THIS COURT ORDERS** that each Quiznos Defendant shall not 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 2038724 ONTARIO LTD. or 2036250 ONTARIO INC. or any other person who may claim contribution or indemnity, or other claims over for relief, from 2038724 ONTARIO LTD. or 2036250 ONTARIO INC. in respect of any Released Claim or any matter related thereto.

9. **THIS COURT ORDERS** that in the event litigation commenced or continued by any Quiznos Defendant against another person. arising out of or in any way relating to the Released Claims results in a claim or judgment against 2038724 ONTARIO LTD. or 2036250 ONTARIO INC., the Quiznos Defendant shall fully hold harmless, reimburse and indemnify 2038724 ONTARIO LTD. or 2036250 ONTARIO INC. for such amount.

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

JAN 06 2015

PER / PAR



The Honourable Mr. Justice Paul M. Perell

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

2038724 ONTARIO LTD. and 2036250 ONTARIO INC.

Plaintiffs

- and -

QUIZNO'S CANADA RESTAURANT CORPORATION, QUIZ-CAN LLC,  
THE QUIZNO'S MASTER LLC, CANADA FOOD DISTRIBUTION  
COMPANY, GORDON FOOD SERVICE, INC. and GFS CANADA  
COMPANY INC.

Defendants

**SETTLEMENT AGREEMENT**

**WHEREAS:**

- A. On May 12, 2006, the plaintiffs, 2038724 Ontario Ltd. and 2036250 Ontario Inc. (together, the "**Plaintiffs**") commenced an action in the Ontario Superior Court of Justice (the "**Court**"), Court File No. 06-CV-311330CP (the "**Action**"), against the defendants, Quizno's Canada Restaurant Corporation, Quiz-Can LLC, The Quizno's Master LLC and Canada Food Distribution Company (collectively, the "**Quiznos Defendants**") and the defendants, Gordon Food Service, Inc. and GFS Canada Company Inc. (together, the "**GFS Defendants**"), which Action was certified as a class proceeding by Order of the Court dated November 23, 2009 (the "**Certification Order**");

- B. The Defendants have denied and continue to deny any wrongdoing or liability of any kind to the Plaintiffs or the Class (as defined in the Certification Order);
- C. The Plaintiffs have reviewed the terms of the Settlement Agreement. Class Counsel (as defined below) have fully explained to the Plaintiffs the terms of the Settlement Agreement. Based upon an analysis of the facts and the law applicable to the claims of the Plaintiffs, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving claims of the Class Members provided for in the Settlement Agreement, the Plaintiffs and the law firm of Sotos LLP (the "**Class Counsel**") have concluded that the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members;
- D. Despite their belief that they are not liable for the claims asserted in the Action and have defences thereto, the Defendants are entering into the Settlement Agreement in order to achieve a final resolution of all claims asserted in the Action or which could have been asserted in the Action against them or any of the Releasees (as defined below), by the Plaintiffs, to avoid the expense, inconvenience and burden of the litigation and the related distraction and diversion of the personnel and resources, to put to rest this controversy and to avoid the risks inherent in uncertain litigation;
- E. The parties previously reached a settlement agreement to resolve this dispute (the "**Previous Agreement**"). The Previous Agreement was presented to the Court for

approval on October 2, 2014. For reasons of the Honourable Justice Perell released on October 6, 2014, the Court declined to approve the Previous Agreement, which was rendered null and void pursuant to its terms. The parties subsequently engaged in further discussions and in order to address the Court's concerns agreed upon the terms of the release set out in the Settlement Agreement.

- F. The parties intend to and hereby do finally resolve the Action, subject to Court approval as set out herein, without prejudice or admission of liability.

NOW, THEREFORE, the parties, by their respective counsel, agree as follows:

**Section A. Notice to the Class**

1. On July 18, 2014, a Court-approved Notice to Class, in the form attached as **Exhibit "A"** (the "**Notice**"), was sent to the last known address of the approximately 702 individuals who make up the class. In response to the Notice, two Class Members objected to the Previous Agreement.
2. The two Class Members who provided objections in response to the Notice will be directly notified by Class Counsel of the Settlement Agreement. Class Counsel will also provide notice of the Settlement Agreement on their website.
3. The parties will bring a motion to the Court, on January 6, 2015 (the "**Settlement Approval Hearing**"), seeking the Court's approval of this Settlement Agreement and the

issuance of the Approval Order in accordance with section 29 of the *Class Proceedings Act 1992*, S.O. 1992 c. 6.

**Section B. Court Approval of the Settlement Agreement and Dismissal of Actions**

4. The parties agree to proceed to the Settlement Approval Hearing on consent in accordance with the Settlement Agreement.

5. The parties will seek an Order approving the Settlement Agreement and dismissing the Action substantially in the form attached as **Exhibit "B"** (the "**Approval Order**").

6. If the Approval Order is not issued by the Court:

- (a) the Settlement Agreement shall be null and void and shall have no force or effect, shall not be used as evidence or referred to in any way, and no party to the Settlement Agreement shall be bound by any of its terms except the terms of this paragraph;
- (b) the Settlement Agreement, and all of its provisions, and all negotiations, statements and proceedings relating to it shall be without prejudice to the rights of the parties, who shall be deemed to be restored to their respective positions existing immediately before the Settlement Agreement; and
- (c) the Funds (as defined below), together with accumulated interest, will be returned to the Quiznos Defendants.



7. Counsel for the Plaintiffs and the Quiznos Defendants agree that, with respect to the action and counterclaim in Ontario Superior Court of Justice file number CV-09-7997-00CL (the "**Other Action**"), they shall execute a consent to an order dismissing the Other Action without costs in the form attached hereto as **Exhibit "C"**. This consent shall be held in escrow by counsel for the Quiznos Defendants, to be filed with the Court only after receiving the Approval Order.

### **Section C. The Settlement Amount**

8. On August 7, 2014, and pursuant to the Previous Agreement, the Quiznos Defendants paid the amount of \$275,000, inclusive of all fees, disbursements, and taxes, to Class Counsel in trust (the "**Funds**"), to be held in escrow until the 31<sup>st</sup> day following the issuance of an order approving the Previous Agreement. Rather than return the Funds to the Quiznos Defendants following the Court's decision not to approve the Previous Agreement, the parties opted to have Class Counsel continue to hold the Funds in trust pending the negotiation of the Settlement Agreement. The Funds shall continue to be held in escrow by Class Counsel until the 31<sup>st</sup> day following the issuance of the Approval Order or, if appeal proceedings are taken, until the day on which all appeals are finally disposed of and no further appeals are available.

9. Within 30 days of execution of the Settlement Agreement, the parties shall consent to an Order paying the amount of \$10,000, posted as security for costs by the Plaintiffs pursuant to the Order of Madam Justice Hoy dated March 28, 2007, plus any interest that has accrued, out of court payable to Class Counsel in trust, to be held in escrow until the 31<sup>st</sup> day following the issuance of the Approval Order.

#### Section D. Effect of Settlement

10. **"Released Claims"** means any and all claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now by any and all of the Plaintiffs or the Class Members, concerning matters arising out of or relating to the purchase, sale, distribution, promotion or marketing of Supplies (as defined in the Statement of Claim) which were or could have been raised in the Action, and future claims relating to continuing acts or practices that occurred during the pendency of the Action. Released Claims include, without limitation, all claims for damages including, but not limited to punitive, aggravated, statutory and other multiple damages or penalties of any kind; or remedies of whatever kind or character, known or unknown, that are now recognized by law or equity or that may be created and recognized in the future by statute, regulation, judicial decision, or in any other manner; injunctive and declaratory relief; economic or business losses or disgorgement of revenues or profits; costs or lawyers' fees; and prejudgment and post-judgment interest.

11. **"Releasees"** means the Defendants and each of their respective direct and indirect parents, subsidiaries, affiliates, and divisions, along with each of their respective current and former officers, directors, employees, trustees, representatives, lawyers, agents and insurers; any and all predecessors, successors, and/or shareholders of the Defendants and each of their direct and indirect parents, subsidiaries, affiliates, and divisions.

12. **“Releasors”** means the Plaintiffs and the Class Members and their respective heirs, executors, trustees, administrators, assigns, attorneys, representatives, partners and insurers and their predecessors, successors, heirs, executors, trustees, administrators and assignees.

13. Upon the issuance of the Approval Order, the Releasors forever and absolutely release the Releasees from the Released Claims.

14. Upon the issuance of the Approval Order, the Quiznos Defendants forever and absolutely release the Plaintiffs from any and all any and all claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future by any and all of the Quiznos Defendants, arising out of or relating to the Plaintiffs ownership or operation of a Quiznos franchise. This release includes, without limitation, all claims for damages including, but not limited to punitive, aggravated, statutory and other multiple damages or penalties of any kind; or remedies of whatever kind or character, known or unknown, that are now recognized by law or equity or that may be created and recognized in the future by statute, regulation, judicial decision, or in any other manner; injunctive and declaratory relief; economic or business losses or disgorgement of revenues or profits; costs or lawyers’ fees; and prejudgment and post-judgment interest (the **“Quiznos Released Claims”**).

15. Upon the issuance of the Approval Order, the Releasors, and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly,

whether in Canada or elsewhere, 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 Releasee or any other 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.

16. The Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Defendants, the Releasees, and the Releasers. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasers and each and every covenant and agreement made herein by the Defendant shall be binding upon all of the Releasees.

17. Neither the Approval Order nor the Settlement Agreement, nor anything contained herein, shall be interpreted as a concession or admission of wrongdoing or liability by any Releasee, or as a concession or admission by any Releasee of the truthfulness of any claim or allegation asserted in the Action. Neither the Approval Order nor the Settlement Agreement, nor anything contained herein shall be used or construed as an admission by any Releasee of any fault, omission, liability or wrongdoing in any statement, release or written document or financial report.

18. Neither the Settlement Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Settlement Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative

action or proceeding, except in a proceeding to enforce the Settlement Agreement, or to defend against the assertion of Released Claims or if otherwise required by law.

19. In the event that litigation commenced or continued by any Class Member against another person or by another person against a Class Member arising out of or in any way relating to the Released Claims results in a claim over or judgment against any Defendant and/or any other Releasee, the Class Member shall fully hold harmless, reimburse and indemnify the Defendant and/or such other Releasee for such amount.

#### **Section E. Miscellaneous**

20. The parties agree that each party shall bear its own costs with respect to the Settlement Approval Hearing and any other steps necessary to seek approval of and to implement the Settlement Agreement.

21. Any notification, request, instruction or other document to be given by any Party to any other Party shall be provided in writing, as follows:

**To Plaintiffs and Class Members:**

Sotos LLP  
180 Dundas Street West, Suite 1200  
Toronto, Ontario, M5G 1Z8  
Facsimile No: (416) 977-0717  
Attention: Jean-Marc Leclerc

**To the Quiznos Defendants:**

Cassels Brock & Blackwell LLP  
Suite 2100, Scotia Plaza  
40 King Street West  
Toronto, ON M5H 3C2  
Facsimile No: (416) 360-8877

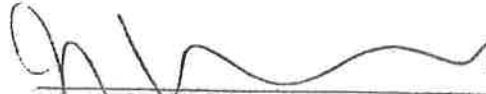
Attention: Geoffrey B. Shaw

To the GFS Defendants:

Stikeman Elliott LLP  
5300 Commerce Court West  
199 Bay Street  
Toronto, Ontario, M5L 1B9  
Facsimile No.: (416) 947-0866  
Attention: Katherine L. Kay

22. The Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing the Settlement Agreement.
23. The recitals to the Settlement Agreement are true and form part of the Settlement Agreement.
24. The exhibits annexed hereto form part of the Settlement Agreement.
25. The Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.
26. All amounts referred to in the Settlement Agreement are in Canadian dollars.
27. The Settlement Agreement constitutes the entire agreement between the Parties pertaining to the Settlement, and supersedes all prior understandings, representations, negotiations, discussions and agreements, whether oral or written, which may have occurred prior hereto.

DATED AT Toronto, Ontario this 5th day of January, 2015



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On behalf of the Plaintiffs and the Class

**Allan D.J. Dick,**  
**David Sterns**  
**Jean-Marc Leclerc**  
**SOTOS LLP**  
Barristers and Solicitors  
180 Dundas Street West  
Suite 1250  
Toronto, ON  
M5G 1Z8

DATED AT Toronto, Ontario this 5th day of January, 2015



---

On behalf of the Quiznos Defendants

**Geoffrey B. Shaw**  
**Cassels Brock & Blackwell LLP**  
2100 Scotia Plaza  
40 King Street West  
Toronto, Ontario M5H 3C2

**DATED AT Toronto, Ontario this 5th day of January, 2015**

*Stikeman Elliott*  
**On behalf of the GFS Defendants**

**Katherine L. Kay**  
**STIKEMAN ELLIOTT LLP**  
Barristers and Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, ON  
M5L 1B9



# Exhibit "A"

## QUIZNOS' CLASS ACTION

### NOTICE OF PROPOSED CLASS ACTION SETTLEMENT APPROVAL HEARING

#### **CURRENT AND FORMER QUIZNOS' FRANCHISEES**

Please read this notice carefully as it may affect your legal rights.

If you or your company carried on business in Canada under a 'Quiznos' Franchise Agreement at any time between May 12, 2006 and November 23, 2009, and did not opt out of this class action, you are a Class Member.

#### **PURPOSE OF THIS NOTICE**

The parties have reached a proposed settlement of this class action lawsuit. The settlement must be approved by the Court before it will become effective.

As a Class Member, your legal rights will be affected by this settlement. You can participate in the approval process and comment on, or object to, the settlement if you want to.

#### **THE CLASS ACTION**

This class action was commenced in Ontario in 2006 by two Quiznos' franchisees, who are acting as the representative plaintiffs for all Class Members, against certain Quiznos and Gordon Food Services companies. The lawsuit alleges overcharging by Quiznos on supplies purchased by Class Members.

None of the allegations in the lawsuit have been proven in Court. All of the

defendants deny any wrongdoing or liability.

#### **TERMS OF THE PROPOSED SETTLEMENT**

The full terms of the Settlement Agreement can be viewed at:

<http://www.sotoslp.com/class-actions/quiznos>

The claim against all defendants will be dismissed and Class Members will release any claim they have against the defendants in relation to the matters alleged in the class action. This means that if the Settlement Agreement receives Court approval, you will not be able to start or continue with any other claim or legal proceeding against Quiznos or GFS in relation to the matters alleged in the class action.

Quiznos has agreed to pay \$275,000 to the Plaintiffs in respect of disbursements incurred in the action, in full and final settlement of the class action.

#### **SETTLEMENT IS SUBJECT TO COURT APPROVAL**

The proposed settlement is a compromise of the disputed claims in the class action, and takes into account a variety of the risks inherent in lawsuits.

The Court will decide whether to approve the proposed settlement at a settlement approval hearing to be held on October 2, 2014 at the courthouse at Osgoode Hall, 130 Queen St. W.,

PLEASE TURN OVER TO BACK SIDE

Toronto, Ontario, commencing at 11:00 a.m.

At this hearing the Court will determine whether the Settlement Agreement is fair, reasonable and in the best interests of Class Members.

#### COMMENTS ON OR OBJECTIONS TO THE PROPOSED SETTLEMENT

If you approve of the proposed settlement you do not have to do anything. You may make comments on or object to the proposed settlement. Any comments or objections must be made in writing and sent to:

Quiznos Class Action  
c/o Sotos LLP  
180 Dundas St. W., Suite 1200  
Toronto, Ontario, M5G 1Z8

Comments and objections should be sent no later than **September 15, 2014**. All written submissions received by September 15, 2014 will be brought to the attention of the Court.

A Class Member who objects to the proposed settlement and who wants to make submissions at the hearing must provide written submissions no later than **September 15, 2014**. That Class Member may attend the hearing in person or send a representative to explain the reason for their objection.

Any Class Member is welcome to attend the Settlement Approval Hearing, but you are not required to attend.

#### ADDITIONAL INFORMATION

The law firm of Sotos LLP represents all Class Members in this class action.

Requests for additional information or questions about the class action or proposed settlement should be directed to Tanya Atherfold-Desilva of Sotos LLP by phone at 416-977-0007 or 1-888-977-9806 or by email at [info@sotosllp.com](mailto:info@sotosllp.com).

Class Members may also visit the following website:

<http://www.sotosllp.com/class-actions/Quiznos>

#### INTERPRETATION

This notice is a summary of the terms of the Settlement Agreement and the class action. If there is a conflict between the provisions of this notice and the terms of Settlement Agreement, the Settlement Agreement prevails.

Exhibit "B"

Court File No. 06-CV-311330CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
MR. JUSTICE PAUL M. PERELL )  
 )  
 ) ..... THE .....  
 ) DAY OF ....., 2014

BETWEEN:

2038724 ONTARIO LTD. and 2036250 ONTARIO INC.

Plaintiffs

- and -

QUIZNO'S CANADA RESTAURANT CORPORATION, QUIZ-CAN LLC,  
THE QUIZNO'S MASTER LLC, CANADA FOOD DISTRIBUTION  
COMPANY, GORDON FOOD SERVICE, INC. and GFS CANADA  
COMPANY INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**(Approval of Settlement Agreement)**

**THIS MOTION**, made jointly by the parties for an Order approving the settlement of this class proceeding agreed to as between the parties in a settlement agreement dated \*, was heard on January 6, 2015 at Osgoode Hall, 130 Queen St. West, Toronto, Ontario;

**WHEREAS** this action was certified as a class proceeding by order of the Court dated November 23, 2009 (the "**Certification Order**");

**AND WHEREAS** the Certification Order defines the Class as “all persons, including firms and corporations, carrying on business in Canada under a ‘Quiznos’ Franchise Agreement at any time between May 12, 2006 and November 23, 2009”;

**AND WHEREAS** the Certification Order appointed 203724 Ontario Ltd. and 2036250 Ontario Inc. as the representative plaintiffs on behalf of the Class;

**AND WHEREAS** the Certification Order certified certain common issues for the purposes of this proceeding;

**AND WHEREAS** the Certification Order required that Notice be provided to the Class and that a Class member may opt out of the class proceeding by delivering an Opt-Out Coupon on or before January 7, 2010;

**AND WHEREAS** Notice to Class Members was provided in accordance with the Certification Order, and Sotos LLP subsequently served on the defendants an affidavit sworn January 15, 2010, containing a list of 14 Class Members who have opted out of the class proceeding;

**AND WHEREAS** the parties entered in the Settlement Agreement subject to approval of this Court;

**AND WHEREAS** the Court has ordered that notice of the Settlement Agreement be provided in the form as attached as Schedule “A” to the Settlement Agreement (the “Settlement Notice”);

**AND WHEREAS** the Settlement Notice was provided to Class Members;

**UPON READING** the materials filed, including the Settlement Agreement and the consent of the parties, and upon hearing submissions of counsel for all parties;

1. **THIS COURT ORDERS AND DECLARES** that, except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the Settlement Agreement, including Exhibits:
  - (a) is fair, reasonable and in the best interests of the Class Members;
  - (b) is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992*, S.O. 1992 c. 6; and
  - (c) shall be implemented in accordance with all of its terms.
3. **THIS COURT ORDERS** that this action shall be and is hereby dismissed with prejudice.
4. **THIS COURT ORDERS AND DECLARES** that each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
5. **THIS COURT ORDERS AND DECLARES THAT** the Quiznos Defendants have released and shall be conclusively deemed to have forever and absolutely released 2038724 ONTARIO LTD. and 2036250 ONTARIO INC from any and all Quiznos Released Claims.

6. **THIS COURT ORDERS** that each Releasor shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, 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 Releasee or any other 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.

7. **THIS COURT ORDERS** that in the event litigation commenced or continued by any Class Member against another person or by another person against a Class Member arising out of or in any way relating to the Released Claims results in a claim over or judgment against any Defendant and/or any other Releasee, the Class Member shall fully hold harmless, reimburse and indemnify the Defendant and/or such other Releasee for such amount.

8. **THIS COURT ORDERS** that each Quiznos Defendant shall not 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 2038724 ONTARIO LTD. or 2036250 ONTARIO INC. or any other person who may claim contribution or indemnity, or other claims over for relief, from 2038724 ONTARIO LTD. or 2036250 ONTARIO INC. in respect of any Released Claim or any matter related thereto.

9. **THIS COURT ORDERS** that in the event litigation commenced or continued by any Quiznos Defendant against another person. arising out of or in any way relating to the Released Claims results in a claim or judgment against 2038724 ONTARIO LTD. or

2036250 ONTARIO INC., the Quiznos Defendant shall fully hold harmless, reimburse and indemnify 2038724 ONTARIO LTD. or 2036250 ONTARIO INC. for such amount.

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The Honourable Mr. Justice Paul M. Perell

2038724 ONTARIO LTD. et al.  
Plaintiffs

and QUIZNO'S CANADA RESTAURANT CORPORATION et al.  
Defendants

Court File No. 06-CV-311330CP

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT TORONTO

**ORDER**  
**(Approval of Settlement Agreement)**

**Cassels Brock & Blackwell LLP**  
2100 Scotia Plaza  
40 King Street West  
Toronto, ON M5H 3C2

Geoffrey B. Shaw LSUC #: 26367J  
Tel: 416.869.5982  
Fax: 416.350.6916  
gshaw@casselsbrock.com

Christopher Horkins LSUC #: 61880R  
Tel: 416.815.4351  
Fax: 647.642.7129  
chorkins@casselsbrock.com

Lawyers for the Defendants  
Quizno's Canada Restaurant Corporation, Quiz-Can LLC,  
The Quizno's Master LLC and Canada Food Distribution  
Company



EXHIBIT 'C'

Court File No. CV-09-7997-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**QUIZNO'S CANADA REAL ESTATE CORPORATION and  
QUIZNO'S CANADA RESTAURANT CORPORATION**

**Plaintiffs**

- and -

**1450987 ONTARIO CORP., 2036249 ONTARIO INC.,  
2036250 ONTARIO INC., THOMAS JOHNSON  
and DOUGLAS JOHNSON**

**Defendants**

**AND BETWEEN:**

**1450987 ONTARIO CORP., 2036249 ONTARIO INC.  
and 2036250 ONTARIO INC.**

**Plaintiffs by Counterclaim**

- and -

**QUIZNO'S CANADA RESTAURANT CORPORATION**

**Defendant to the Counterclaim**

**CONSENT**

By their respective lawyers, the parties, none of whom is under disability, consent to an Order dismissing this action and the counterclaim without costs.

DATED AT TORONTO, ONTARIO this ..... day of July, 2014

**CASSELS BROCK & BLACKWELL LLP**  
Per:

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**Geoffrey B. Shaw**  
Lawyers for the plaintiff Quizno's Canada  
Real Estate Corporation and the plaintiff  
(defendant to the counterclaim) Quizno's  
Canada Restaurant Corporation

DATED AT TORONTO, ONTARIO this ..... day of July, 2014

**SOTOS LLP**  
Per:

---

**Allan D.J. Dick and David Sterns**  
Lawyers for the defendants, Thomas  
Johnson and Douglas Johnson and the  
defendants (plaintiffs by counterclaim),  
1450987 Ontario Corp. 2036249 Ontario  
Inc. and 2036250 Ontario Inc.

QUIZNO'S CANADA REAL ESTATE CORPORATION, et al.  
Plaintiffs  
1450987 ONTARIO CORP., et al.  
Plaintiffs by Counterclaim

and 1450987 ONTARIO CORP., et al.  
Defendants  
and QUIZNO'S CANADA RESTAURANT CORPORATION  
Defendant to the Counterclaim

Court File No. CV-09-7997-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT  
TORONTO**

**CONSENT**

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(Defendants to the counterclaim)

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )  
JUSTICE ) DAY OF , THE  
, 2014

BETWEEN:

*(Court Seal)*

**QUIZNO'S CANADA REAL ESTATE CORPORATION and  
QUIZNO'S CANADA RESTAURANT CORPORATION**

Plaintiffs

- and -

**1450987 ONTARIO CORP., 2036249 ONTARIO INC.,  
2036250 ONTARIO INC., THOMAS JOHNSON  
and DOUGLAS JOHNSON**

Defendants

AND BETWEEN:

**1450987 ONTARIO CORP., 2036249 ONTARIO INC.  
and 2036250 ONTARIO INC.**

Plaintiffs by Counterclaim

- and -

**QUIZNO'S CANADA RESTAURANT CORPORATION**

Defendant to the Counterclaim

**ORDER**

THIS MOTION, made by the plaintiff, Quizno's Canada Real Estate Corporation, and the plaintiff (defendant to the counterclaim), Quizno's Canada Restaurant Corporation, for an Order

dismissing the action and the counterclaim, without costs, was heard this day at the court house,  
393 University Avenue, Toronto, Ontario, M5G 1E6.

**ON READING the Consent of the parties filed,**

1. **THIS COURT ORDERS** that this action and the counterclaim be and are hereby  
**dismissed without costs.**

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*(Signature of Judge)*

2038724 Ontario Ltd. And 2036250 Ontario Inc.

Plaintiffs

-and-

Quizno's Canada Restaurant Corporation, Quiz-Can  
LLC, The Quizno's Master LLC, et al.  
Defendants

Court File No. 06-CV-311330CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**ORDER  
(Approval of Settlement Agreement)**

**SOTOS LLP**

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