

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

The Honourable Justice A. Hoy )  
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Friday, the 29<sup>th</sup> day of August, 2008

**KATARZYNA ALICJA MATONI,  
KAREN E. THOMPSON and THEODOSHIA MONCKTON**

Plaintiffs

-and-

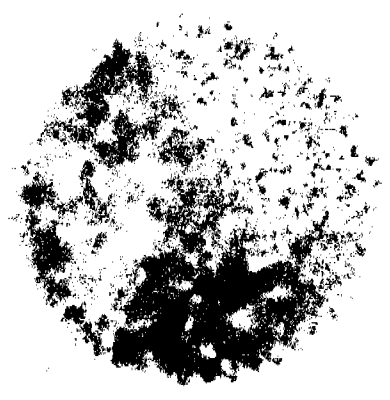
**C.B.S. INTERACTIVE MULTIMEDIA INC., carrying on business as CANADIAN  
BUSINESS COLLEGE, CANADIAN BUSINESS SCHOOL INC., carrying  
on business as CANADIAN BUSINESS COLLEGE, MAZHER JAFFERY  
and ROSELYN CALAPINI**

Defendants

***A Proceeding under the Class Proceedings Act, 1992***

**CERTIFICATION ORDER**

**THIS MOTION**, made by the Plaintiffs, for an Order certifying this action as a class proceeding was heard October 1-3, 2007 with supplemental written submissions, October 16, 18, 24 and December 17, 2007 (counsel to the Plaintiffs); October 23, 29 and December 17, 2007 (counsel to the Defendants); supplemental oral submissions, December 18, 2007; further supplemental written submissions, July 25 and 31, 2008, with costs reserved to December 3, 2008 at 393 University Avenue in the City of



Toronto, Ontario.

**ON READING** all material filed and on hearing the submissions of counsel for all parties:

1. **THIS COURT ORDERS** that the Plaintiff is hereby granted to leave to file a Fresh as Amended Statement of Claim and the title of this proceeding shall henceforth be: Theadoshia Monckton v. C.B.S. Interactive Multimedia Inc., Carrying On Business as Canadian Business College, Canadian Business School Inc., Carrying On Business as Canadian Business College, Mazher Jaffery and Roselyn Calapini.
2. **THIS COURT ORDERS** that Katarzyna A. Matoni and Karen E. Thompson are hereby granted leave to continue their proceeding against some or all of the Defendants as a conventional (non-class) proceeding or proceedings under the simplified or ordinary procedure.

**Class Definition**

3. **THIS COURT ORDERS** that this proceeding is hereby certified as a Class Proceeding on behalf of the following class of persons (the "Class"):

All persons who, after July 30, 2005 and prior to the earlier of: (i) Canadian Business College's ("CBC") dental hygiene program (the "Program") being accredited by the Commission on Dental Accreditation of Canada and (ii) the date notice of certification is given to Class Members, entered into contracts for enrolment in the Program ("Contracts"), other than persons who:



- a) signed waivers substantially in the form attached hereto as schedule "A" (the "Waiver") at or prior to the time they entered into the Contracts and prior to the time they paid any monies to CBC;
- b) refused to sign the Waiver after they entered into the Contracts or paid any monies to CBC, withdrew from the Program, and were reimbursed by CBC for all costs incurred by them in relation to their enrolment in the Program; or,
- c) signed the Waiver after they entered into the Contracts or paid any monies to CBC, received an offer from CBC at the time that they were presented with the Waiver to reimburse them for their costs in relation to their enrolment in the program should they wish to withdraw from the Program and declined such offer.

with respect to the following claims against the Defendants:

- a. damages in the amount of \$15,000,000;
- b. punitive damages in the amount of \$2,500,000;
- c. a declaration waiving the notice provisions of section 18 of the *Consumer Protection Act 2002*, S.O. 2002 c., 30;
- d. pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act* R.S.O 1990, c. C43; and,



- e. the costs of this action on a substantial indemnity scale;

### **Representative Plaintiff & Class Counsel**

4. **THIS COURT ORDERS** that Theadoshia Monckton be and hereby is appointed as the Representative Plaintiff on behalf of the Class and that Roy Elliott O'Connor LLP ("REO") is hereby appointed as solicitors for the Class.

### **Common Issues**

5. **THIS COURT ORDERS** that the common issues shall be as appended as Schedule "B" attached hereto.

### **Notice of Certification**

6. **THIS COURT ORDERS** that the form of notice of this certification order, the manner of giving notice and all other related matters shall be determined by further order of this Court.

### **Opting Out**

7. **THIS COURT ORDERS** that a class member may opt out of this class proceeding by delivering to REO an opt-out Coupon in a form to be determined by further order of this Court, or some other legible, written, signed request to opt out containing substantially the same information as the opt-out Coupon by a date to be fixed by further order of this Court.
8. **THIS COURT ORDERS** that class members may not opt-out after the expiry of a date to be determined by further order of this court.

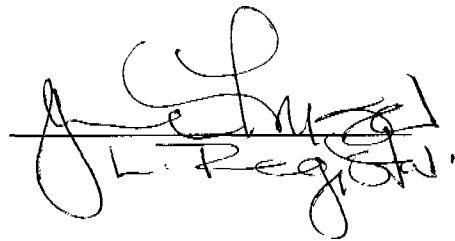


9. **THIS COURT ORDERS** that REO serve on the Defendants and file with the court, within 14 days after the close of the opt-out period referred to in paragraph 8 above, an affidavit exhibiting a list of persons who have opted out of the class proceeding, if any.

**Costs**

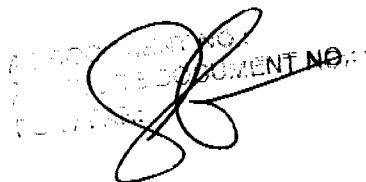
10. **THIS COURT ORDERS** that the Defendants pay the Plaintiffs the costs of this motion, fixed in the amount of \$75,000.00 within 30 days following the date the same are fixed by this Court.

This judgment bears interest at a rate of 5% per anum.



J. L. Regis

ENREGISTRÉ À TORONTO  
LE 5 AVRIL 2009  
APR 5 8 2009



APR 5 8 2009  
DOCUMENT NO.:



SCHEDULE "A" TO THE CERTIFICATION ORDER



**CANADIAN BUSINESS COLLEGE**

HEAD OFFICE: 2 BLOOR ST WEST, TORONTO, ON, M4W 3E2  
TELEPHONE: 416-925-9929 FAX: 416-925-9220

DEPARTMENT OF DENTAL HYGIENE

I \_\_\_\_\_ on the date of \_\_\_\_\_

Have been made aware that in order to register for the Dental Hygiene Program I must deposit in full, a non-refundable fee of \$500.00 in order to reserve my seat within the program.

If for any chance I am unable to pay the remaining tuition fees I will have the option of registering for the following start date but, must pay the program fees as they are at the time of the new starting date.

The Dental Hygiene program offered at Canadian Business College is not accredited by the Commission on Dental Accreditation of Canada. Graduates from this program are not guaranteed to write the National Dental Hygiene Certification Examination (NDHCE). Graduates are also required to take a provincial clinical competency assessment in addition to the NDCE. Students are responsible to contact the National Dental Hygiene Certification Board and College of Dental Hygienists of Ontario (CDHO) to find out about details with respect to writing the NDHCE and registering with the CDHO.

I acknowledge that I have read the above notice and understand how this pertains to my employment as a graduate of a non-accredited Dental Hygiene Program. Further, with this knowledge, I request admission to the Dental Hygiene Program at Canadian Business College.

I fully understand the terms of the agreement and the cost that I may incur.

.....  
PRINT NAME

.....  
STUDENT SIGNATURE

.....  
REGISTRATION NUMBER

.....  
DATE

.....  
ADMINISTRATOR

.....  
DATE



## SCHEDULE "B" TO THE CERTIFICATION ORDER

### COMMON ISSUES

#### **Common Issue 1: *Consumer Protection Act* Breaches**

- a. Did the Defendants or any of them, breach part III of the *Consumer Protection Act 2002*, S.O. 2002 c., 30 (the "Act") in relation to their promotion of the Program before or during the Class period?
- b. If the answer to question 1(a) is yes, what remedy, if any, are the Class Members entitled to under the Act (including the statutory remedy of rescission)?
- c. Does the Class, or any portion thereof, require, and is it entitled to, a declaration waiving the notice provisions of section 18 of the Act?

#### **Common Issue 2: Damages or Other Relief**

- a. Can damages or some of the Class Members damages be determined on an aggregate basis on behalf of the Class?
- b. If the answer to 2(a) is "yes", what is the quantum of those damages?
- c. Can the Court determine what other damages or, alternatively, other heads or categories of damages to which the Class Members are entitled?
- d. If the answer to 2(b) is "yes", how is a damage award to be calculated and distributed among the Class?



### **Common Issue 3: Punitive Damages**

- a. Is the Class entitled to an award of punitive or exemplary damages based upon the Defendants' conduct?
- b. If the answer to 3(a) is "yes", can the punitive damage award be determined on an aggregate basis?
- c. If the answer to 3(b) is "yes", how is that punitive damage award to be distributed among the Class?

### **Common Issue 4: Personal Liability**

- a. Were Jaffery or Calapini (or either of them) the directors, controlling minds, employees or shareholders of the corporate defendants (or either of them) at any material time?
- b. Did Jaffery or Calapini (or either of them) make, authorize, acquiesce in, condone or encourage the making of any of the breaches of part III of the Act such that they are personally liable for the damages sustained by the Class.



**KATARZYNA ALICJA MATONI et al.**

Plaintiffs

-and-

**C.B.S. INTERACTIVE MULTIMEDIA INC. et al.**

Defendants

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**Proceeding commenced at Toronto**

**CERTIFICATION ORDER**

**ROY ELLIOTT O'CONNOR LLP**

Barristers  
200 Front Street West  
23 Floor, P.O. Box 45  
Toronto, ON M5V 3K2

David F. O'Connor (LSUC # 33411E)  
J. Adam Dewar (LSUC # 46591J)

Tel: 416-362-1989  
Fax: 416-362-6204

Solicitors for the Plaintiffs

