

COURT FILE NUMBER 1201 12838

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE Calgary

PLAINTIFFS Fiona Singh And Muzaffar Hussain, by his litigation Representative Fiona Singh

DEFENDANTS GlaxoSmithKline Inc., GlaxoSmithKline LLC and GlaxoSmithKline PLC

DOCUMENT **BRIEF OF LAW OF NAPOLI SHKOLNIK CANADA AND CLINT G. DOCKEN, K.C.**

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**BRIEF OF LAW OF
NAPOLI SHKOLNIK CANADA AND CLINT G. DOCKEN, K.C.**

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A. OVERVIEW

1. Napoli Shkolnik Canada (“**NSC**”) has litigated this action (the “**Action**”) since the firm’s inception in 2019; in April 2021, this Court granted carriage to NSC following a dispute with Merchant Law (“**Merchant**”). From 2022 until the September 2024 settlement approval hearing, class counsel—including Casey R. Churko and Clint G. Docken, K.C.—were NSC lawyers.¹ Litigating and settling the Action was an institutional effort; no single NSC lawyer could take credit for achieving its settlement.

2. On the day of the settlement approval hearing, NSC discovered that Churko surreptitiously (and without notice to NSC) amended the settlement agreement by quadrupling the Class Counsel Fee (as defined in the Settlement Agreement) and allocating the vast majority of it to Churko’s:

- (a) former employer, Merchant Law; and
- (b) personal professional corporation, KoT Law Professional Corporation (“**KoT**”).

3. In conduct that should disqualify Churko from being awarded any fees, not only did Churko keep secret these changes from NSC, Churko also kept secret that he had a side deal with Merchant (whom NSC had defeated in the carriage dispute).

4. To be clear, NSC had negotiated a fee arrangement reflecting the idiosyncrasies of the Action. Since October 2023, NSC sought a modest class counsel fee of \$500,000, allowing for greater individual fee recoveries. The goal of this arrangement was to ensure the sufficiency of:

- (a) settlement funds available for distribution to the class;
- (b) compensation for lawyers who worked to identify and locate class members; and
- (c) incentives for lawyers to continue to seek out and identify absent class members.

5. Further, NSC knew that this arrangement would ensure that there were sufficient funds to satisfy the Consortium’s undertaking to Merchant. By incentivising counsel to help each victimized class member, NSC’s fee arrangement is fair, reasonable, and in the best interests of the class.

¹ From 2019 to 2022, and before joining NSC, Docken practiced with Guardian Law Group LLP (“**Guardian**”). Since Docken joined NSC, the representative class member, Fiona Singh, has been solely represented by NSC. Affidavit of Clint G. Docken, K.C., sworn November 20, 2024 (“**Docken Affidavit**”), para 10; Exhibit “D” to the Docken Affidavit.

6. By contrast, Churko’s revised fee arrangement would harm the class and ignore the hard work done by NSC and its predecessors. Churko seeks the approval of his proposed fee arrangement out of self-interest and in furtherance of his deception. In this application, NSC seeks to restore the fee arrangement that it had negotiated, and that is fair, reasonable and in the best interests of the class.

B. CHRONOLOGY OF PLAINTIFFS’ COUNSEL

7. Prior to the Court granting carriage to NSC, the Action was litigated by a variety of counsel, as reflected in the following chronology:

October 12, 2012	Merchant commenced the Action. At the time, Churko was at Merchant. ² While Merchant prosecuted the Action, it entered into a fee sharing arrangement with McIntyre Law P.C. (“ McIntyre ”)—an American firm that had litigated similar PAXIL [®] mass tort actions for years prior—whereby McIntyre provided resources and prior work product, and took the lead on identifying class members. ³
January 2019	Churko left Merchant after a breakdown in his relationship with the firm. His departure was the subject of litigation and media coverage. ⁴ Churko alleged, among other things, that Merchant: (a) unilaterally amended Churko’s associate agreement after fees came in from class action suits; and (b) entered false and fraudulent time entries and manipulated time sheets, fees and records that eliminated or reduced the Plaintiff’s fee entitlements on class action files. ⁵
January 31, 2019	KoT and McIntyre entered into a joint venture under the name “KOT Law” (“ KoT JV ”) to prosecute the Action, since Churko lacked the resources and experience to do so on his own. In exchange for its assistance and financing, McIntyre was entitled to 89% of the fees generated by the Action. ⁶ Through the KoT JV, McIntyre spent significant time searching for and identifying class members and executing individual retainers with class members. ⁷
April 12, 2019	Churko served Merchant with a Notice of Change of Representation, bringing the Paxil Action to the KoT JV. ⁸

² Affidavit of Mario D’Angelo, sworn November 20, 2024 (“**First D’Angelo Affidavit**”), para 4; Docken Affidavit, para 3.

³ First D’Angelo Affidavit, paras. 3-5.

⁴ Docken Affidavit, para 4; First D’Angelo Affidavit, para 6.

⁵ Exhibit “A” to Docken Affidavit.

⁶ First D’Angelo Affidavit, paras 6-7; Affidavit #2 of Mario D’Angelo, sworn November 28, 2024 (“**D’Angelo Reply Affidavit**”), para 4; Exhibit “A” to the D’Angelo Reply Affidavit.

⁷ First D’Angelo Affidavit, paras 5, 13; D’Angelo Reply Affidavit, paras. 8-9.

⁸ Exhibit “B” to Docken Affidavit.

May 1, 2019	After Churko invited Docken to assist with the Action, Guardian (through Docken), KoT, and McIntyre executed an agreement by which Guardian would provide leadership and assistance with the Action in exchange for 10% of the fees generated by the Action. ⁹
May 3, 2019	Fiona Singh, the representative plaintiff, filed a Notice of Change of Representation changing the lawyer of record from Merchant Law to Churko of KoT and Docken at Guardian. ¹⁰
October 2019	Napoli Shkolnik PLLC (“ NS PLLC ”), McIntyre, and KoT entered into an Interjurisdictional Partnership Agreement (the “ Partnership Agreement ”) forming NSC to prosecute actions such as the Action. Under the Partnership Agreement, NSC would fund the continued prosecution of the Action, and the NSC Partners would share in its proceeds. ¹¹ NSC is the successor-in-interest to the KoT JV. ¹²
April 21, 2021	Associate Chief Justice Rooke granted carriage of the Action to the Consortium—comprised of Guardian and KoT—after a multi-faceted carriage dispute triggered by Merchant Law. Docken is lead counsel on this motion. ¹³ As partners in NSC, NS PLLC and McIntyre (collectively, the “ American Partners ”) funded the carriage dispute. ¹⁴
April 1, 2022	Docken joined NSC as Counsel. Fiona Singh executed a Client Authorization to File Transfer, appointing NSC as her counsel of choice. ¹⁵

C. NSC SETTLED THE ACTION

8. NSC alone has prosecuted the Action since April 2022. Canadian NSC lawyers, like Docken, Churko, Mathew Farrell, and Adam Bordinon, provided legal advice and representation, while the American Partners contributed technical expertise, prior work product and financing.¹⁶ All materials filed with the Court identified NSC as the firm representing the class.¹⁷

9. NSC spent considerable time advancing the Action and negotiating its settlement. As part of settlement negotiations, the American Partners, Docken and Churko attended a mediation in Toronto in August 2022. In 2023, the parties reached a settlement in principle; by the fall of 2023, Churko had circulated a draft of the master settlement agreement (the “**MSA**”).¹⁸

⁹ Docken Affidavit, para 6; Exhibit “B” to the D’Angelo Reply Affidavit, s 3.

¹⁰ Docken Affidavit, para 6; Exhibit “C” to the D’Angelo Reply Affidavit.

¹¹ First D’Angelo Affidavit, para 8.

¹² D’Angelo Reply Affidavit, para 14.

¹³ Docken Affidavit, para 7; Exhibit “C” to the Docken Affidavit.

¹⁴ Docken Affidavit, para 8; First D’Angelo Affidavit, para 10.

¹⁵ Docken Affidavit, para 10; Exhibit “D” to the Docken Affidavit.

¹⁶ First D’Angelo Affidavit, para 11; Docken Affidavit, para 11.

¹⁷ Docken Affidavit, para 12.

¹⁸ First D’Angelo Affidavit, para 18; Docken Affidavit, para 13.

10. The provisions for legal fees were negotiated and largely in place by the fall of 2023.¹⁹ NSC negotiated the following fee arrangement by September 2024: (i) a class counsel fee of \$500,000, (ii) a limit of 35% on any payment of legal fees, including fees incurred on account of individual retainers with class members, and (iii) uncapped disbursements (the “**NSC Fee Arrangement**”).²⁰

D. CHURKO SURREPTITIOUSLY AMENDS THE MSA

11. Unknown to his partners and his co-counsel, Docken—but known to Merchant²¹—Churko submitted an MSA for Court approval with a fundamentally different fee structure. Specifically, Churko quadrupled the Class Counsel Fee from \$500,000 to \$2,000,000, and directed almost all of that fee to either his personal professional corporation, KoT (\$850,000), or to his former employer, Merchant (\$1,100,000) (the “**Churko Fee Arrangement**”).

12. Docken and the American Partners first discovered Churko’s surreptitious revisions on September 24, 2024—the day of the settlement approval hearing.²² When Docken confronted Churko at the noon break, Churko said the representative plaintiff had purportedly instructed him to make the revisions. Docken (who is also solicitor-of-record for the representative plaintiff) has not seen these communications.²³

13. Shocked that Churko was attempting to divert settlement funds away from the class, his partners, and co-counsel, NSC commenced an investigation of Churko’s conduct. On October 1, 2024, NSC and NS PLLC commenced an action in Ontario, alleging deception and breach of fiduciary duty, among other things (the “**Ontario Action**”).²⁴

14. The Ontario Action focuses on Churko’s conduct in making the surreptitious change to the MSA. Through it, the remaining NSC partners seek a declaration that Churko withdrew from NSC, and certain injunctive and other relief. To be sure, the Ontario Action does not ask the Ontario Court to determine the appropriate fee structure.

¹⁹ First D’Angelo Affidavit, para 20.

²⁰ First D’Angelo Affidavit, para 21-23; Docken Affidavit, para 14.

²¹ First D’Angelo Affidavit, para 35; Exhibit “F” to First D’Angelo Affidavit, p 22.

²² First D’Angelo Affidavit, paras 31-32; Docken Affidavit, paras 19-21.

²³ Docken Affidavit, para 22.

²⁴ First D’Angelo Affidavit, para 34; Docken Affidavit, para 23; Exhibit “F” to the Docken Affidavit.

E. THE NSC FEE ARRANGEMENT IS THE FAIREST TO THE CLASS

15. Section 35 of the *Class Proceedings Act* (“CPA”) provides that a proceeding may be settled “only with the approval of the Court and subject to any terms or conditions that the Court considers appropriate”.²⁵ The question for the Court to decide is whether the settlement and its terms are fair, reasonable, and in the best interests of the class.²⁶ The NSC Fee Arrangement—consisting of: (i) a class counsel fee of \$500,000, (ii) a limit of 35% on any payment of legal fees, including fees incurred on account of fee recoveries for individual class members, and (iii) uncapped disbursements—is fair, reasonable and in the best interests of the class.

(i) The Class Counsel Fee should be restricted to \$500,000

16. The \$500,000 class counsel fee—negotiated after mediation with the Defendants and months of settlement discussions—had the imprimatur of Churko, Docken, and the American Partners.²⁷ After his undisclosed side conversations with Merchant, Churko quadrupled the \$500,000 class counsel fee.²⁸ This immediate diversion of 20% of the global settlement amount (i.e., the additional \$1,500,000) to Churko and Merchant was in direct opposition to the years of negotiation and compromise that undergirded the \$500,000 class counsel fee. This was a secret kept from the same NSC lawyers who spent years negotiating the agreement.

17. While the \$500,000 class counsel fee is modest, there is a *bona fide* purpose behind it: prospective class members need ample legal assistance to submit claims. NSC spent significant time and money locating and identifying eligible class members by: conducting advertising campaigns, conducting screening questionnaires, reviewing medical records, conducting teratological assessments, and summarizing each case.²⁹ Class members Amy Kerrivan and Stephanie Shea have deposed that NSC’s assistance was integral to their cases.³⁰ It incentivizes counsel to ensure individuals obtain financial recovery.

18. Factors relevant in assessing the reasonableness of the fees of class counsel include:

²⁵ *Class Proceedings Act*, SA 2003, c C-16.5.

²⁶ *Northwest v Canada (Attorney General)*, [2006 ABQB 902](#) at [para 23](#).

²⁷ First D’Angelo Affidavit, paras 11-12; Docken Affidavit, para 13.

²⁸ First D’Angelo Affidavit, para 35; Exhibit “F” to the First D’Angelo Affidavit, p 22.

²⁹ First D’Angelo Affidavit, para 13.

³⁰ Affidavit of Amy Kerrivan, sworn November 19, 2024, paras 4-8; Affidavit of Stephanie Shea sworn November 18, 2024, paras 4-8.

- (a) the factual and legal complexities of the matters dealt with;
- (b) the risk undertaken, including the risk that the matter might not be certified;
- (c) the degree of responsibility assumed by class counsel;
- (d) the monetary value of the matters in issue;
- (e) the importance of the matter to the class;
- (f) the degree of skill and competence demonstrated by class counsel;
- (g) the results achieved;
- (h) the ability of the class to pay;
- (i) the expectations of the class as to the amount of the fees;
- (j) the opportunity cost to class counsel in the expenditure of time in pursuit of the litigation and settlement;
- (k) ratio of fees to recovery;
- (l) whether a multiplier should be applied and if so at what level; and
- (m) whether in contingency cases the fees as a matter of policy are sufficient to provide an economic incentive to counsel;
- (n) whether the fee maintains the integrity of the profession.³¹

19. In this case, the complexity, risk, and costs associated with individual claimants militate in favour of a smaller class counsel fee and larger allowance for individual fee recoveries. From opening files for 933 potential mother-child pairs to narrowing them down to 41 eligible pairs, NSC assumed significant risk. Appreciating that NSC is class counsel, the firm also has individual retainers with a majority of the individual claimants in the class.³² A larger class counsel fee diverted to KoT and Merchant provides no incentive for them to obtain relief for real class members, and instead rewards them for conduct that offends the integrity of the profession.

(ii) A 35% fee cap (excluding disbursements) is fair to the class because it provides the right incentive to seek out and add class members

20. As a matter of policy, class fees should provide an economic incentive to counsel.³³ Importantly, this includes protecting the interests of absent class members, who have yet to be identified and located.³⁴ This Court has cautioned against situations where there is no incentive for

³¹ *Smith v National Money Mart*, [2011 ONCA 233](#) at [para 80](#); *Northwest v Canada (Attorney General)*, [2006 ABQB 902](#) at [para 70](#); *Persaud v Talon International Inc.*, [2022 ONSC 6359](#) at [para. 100](#).

³² First D'Angelo Affidavit, para 13.

³³ *Northwest v Canada (Attorney General)*, [2006 ABQB 902](#) at [para 70](#).

³⁴ *Fantl v Transamerica Life Canada*, [2009 ONCA 377](#) at paras [39](#), [50](#).

counsel to assist their existing clients with the preparation, filing and validation of their claims.³⁵ In this Action, to make a claim, an individual class member will have to show that, among other things: (i) name-brand PAXIL[®] was implicated, (ii) PAXIL[®] was consumed in the first trimester, and (iii) the applicant suffered specific injuries.³⁶

21. This is a necessary, costly, time-consuming, and uncertain undertaking for counsel. A more permissive allowance for individual fee recoveries is intended to ensure that class members would be adequately represented such that they can be identified and access the proceeds of the settlement.³⁷ Without sufficient recovery under individual fee recoveries, particularly with respect to costly disbursements, lawyers may be disincentivized from assisting further.

22. The best way to prevent such dilution is to implement the NSC Fee Arrangement. This arrangement makes a larger portion of the Lawyer's Fee available to lawyers with individual retainers. It is fairer to those lawyers and their clients. At a minimum, the class counsel fee ought to be limited. Should Churko's proposed reduction to a 33% fee cap, which includes disbursements, be accepted, the class counsel fee should remain limited to \$500,000. The class counsel fee must not dilute the amount available for individual fee recoveries such that individual claimants can be adequately represented in obtaining their share of the settlement funds.³⁸

F. THE APPROPRIATE ALLOCATION BETWEEN LAWYERS

(i) The class counsel fee is owed to NSC, not KoT

23. Since NSC's inception, Churko has never been solely responsible for the Action. Even before NSC was formed, Churko worked with (a) one or both of the American Partners, and (b) Guardian. Even when Churko was with Merchant, he worked with McIntyre to prosecute the Action. Ms. Singh's file transfers, dated May 3, 2019, and April 1, 2022, are unequivocal: neither Churko nor KoT is solely responsible for the Action.³⁹

24. Certainly since 2022, NSC has been the sole law firm of record representing the class. NSC is comprised of, among other things:

³⁵ *Northwest v Canada (Attorney General)*, [2006 ABQB 902](#) at [para 20](#).

³⁶ First D'Angelo Affidavit, para 25.

³⁷ First D'Angelo Affidavit, para 25-26.

³⁸ *Moiseiwitsch v Canadian National Railway Company*, [2022 BCSC 331](#) at para [24](#).

³⁹ Exhibits "C" and "D" to Docken Affidavit.

- (a) Canadian lawyers like Churko, Docken, Adam Bordignon, and formerly Mathew Farrell—who each worked on the Paxil Class Action;
- (b) the American Partners who provide funds, expertise and prior work product to Canadian lawyers; and
- (c) staff and an institutional framework financed by the American Partners.⁴⁰

25. The Action was litigated and settled at great expense, risk and opportunity cost to NSC—as a firm. NSC, as a firm, incurred 2124 hours on individual retainers and 769.27 hours on the class matter.⁴¹ Even though Churko was the primary Canadian timekeeper on the Action, this is no way entitles him to the entire share of NSC’s fees. Churko’s hours were incurred on, or on behalf of, NSC.

26. Further, Churko has already received \$691,070.67 from the American Partners by way of partnership draw.⁴² In other words, he has already been compensated for his time. A further award of fees directed to him or to KoT would amount to improper double-dipping at the expense of the class and NSC.

(ii) Merchant is not entitled to any payout of the class counsel fee

27. Merchant is not class counsel. Neither is it “former” class counsel. Merchant was counsel to the representative plaintiff prior to certification being granted; Churko, the primary timekeeper.⁴³ Merchant’s only entitlement to fees is by virtue of “...an undertaking from the Consortium to pay fair and reasonable fees and disbursements...”.⁴⁴ Significantly, this is not a “court-ordered undertaking”. The Court merely identified that a professional undertaking flows from the Consortium to Merchant. This undertaking neither binds the class nor the defendant. The undertaking is not a necessary provision in the MSA. It merely needs to be addressed as a counsel-

⁴⁰ First D’Angelo Affidavit, paras 11-13; The contributions of American lawyers to the successful conclusion of class actions has been compensated by courts in the past, as in *Wilson v Servier*, [2005 CanLII 7128 \(ON SC\)](#) at paras 44, 56-58; 98.

⁴¹ First D’Angelo Affidavit, para 14. In addition to this amount, Guardian has incurred approximately 221 hours per the amounts set out in Exhibit “K” to the Docken Affidavit, and Exhibit “A” to the Affidavit of Gloria Wozniuk, sworn November 22, 2024.

⁴² First D’Angelo Affidavit, para 15.

⁴³ Affidavit of Fiona Singh, sworn September 11, 2024 in support of September 24, 2024 hearing (“**Singh Affidavit**”), para 51.

⁴⁴ *Singh v Glaxosmithkline Inc*, [2021 ABQB 316](#) at [para 38](#); First D’Angelo Affidavit, para 27; Docken Affidavit para 16.

to-counsel matter. Courts have specifically scrutinized the inclusion of Merchant Law’s “former class counsel fees”, saying that:

there is no reason that their settlement fund, from which the counsel fee is coming, should pay for services to a disqualified Class Counsel who no longer had carriage or responsibility or risk in prosecuting the class action and who did not negotiate the settlement.⁴⁵

28. The undertaking to Merchant was one of many issues that was frequently discussed and considered before arriving at the NSC Fee Arrangement. Churko consistently and repeatedly advised the NSC partners that the \$500,000 class counsel fee would be sufficient to cover the “reasonable fees and disbursements” owing to Merchant.⁴⁶

29. Specifically, Churko advised that Merchant had significantly inflated his “WIP” by including within its scope separate actions that predated the filing of the Paxil Class Action. This was consistent with sworn evidence by Ms. Singh which identified that in 2019 (or 2018, if that was a typo), Merchant’s claim for \$3.7 million in work-in-progress was inflated because:

- (a) The first 84 of 200 pages of time entries were incurred *before* the Paxil Class Action was ever filed;
- (b) Much of the time dealt with pediatrics and suicidality (not congenital malformations) and patent “evergreening”; and
- (c) 558.39 hours were merely boilerplate entries by Evatt Merchant before 2012 and thereafter for “Read and review incoming documents”.⁴⁷

30. Merchant now claims the value of its work is \$4,249,842.98.⁴⁸ This amount is inflated and unreasonable. The above bases on which to heavily discount Merchant’s dockets stand. In addition, Exhibit “A” to the Affidavit of Nadine Covill, sworn November 4, 2024 includes approximately 50 pages of dockets including and since 2019, meaning that Merchant is claiming for fees incurred in relation to the carriage dispute, or incurred after Merchant was no longer on the record. These are improper. Merchant also claims there were 78 lawyers and articling students working on the

⁴⁵ *Persaud v Talon International Inc.*, [2022 ONSC 6359](#) at [para. 133](#).

⁴⁶ First D’Angelo Affidavit, para 30; Docken Affidavit para 17.

⁴⁷ First D’Angelo Affidavit, para 29; Exhibit “E” to First D’Angelo Affidavit.

⁴⁸ Affidavit of Nadine Covill, sworn November 4, 2024 (“**First Covill Affidavit**”), para 3; Exhibit “A” to First Covill Affidavit.

Action.⁴⁹ All of this, in relation to a \$7.5 million settlement in an Action that was both certified and settled *after* Merchant was no longer counsel of record hardly qualifies as “reasonable fees and disbursements” as contemplated by the undertaking.⁵⁰ Merchant’s conduct, including his typical multijurisdictional antics, should not be rewarded.⁵¹

31. Churko appears to have relied on the undertaking to unilaterally amend the MSA by directing \$1.1 million of the class counsel fee to Merchant. The undertaking was given by “the Consortium”—defined in Justice Rooke’s decision dated April 21, 2021, to include Guardian and KoT. However, in amending the MSA, Churko failed to consult with Docken, who represents the other member of the Consortium and who was and is co-class counsel of record.⁵²

32. Churko’s surreptitious amendments were made without any notice whatsoever to Docken, on whose behalf Churko purported to sign the amended MSA. Churko’s changes certainly do not reflect the bargain that existed as between the parties from October 2023 to September 3, 2024. Since Churko’s conduct lowers the integrity of the profession, it should disentitle him to any fees.⁵³

33. Most importantly, they are not in the class’s best interests. They disincentivize the work needed to ensure that known class members can submit claims, and that unknown class members can be identified.

DATED this 2nd day of December, 2024



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⁴⁹ Affidavit of Nadine Covill, sworn November 25, 2024, para 7.

⁵⁰ Docken Affidavit, para 18.

⁵¹ Courts have criticized Merchant’s litigation tactics (including through Churko), and/or have scrutinized their self-interested claims for fees in numerous cases, including *Duzan v Glaxosmithkline, Inc.*, [2011 SKQB 118](#) at para [37](#), *Agnew-Americanano v Equifax Canada*, [2018 ONSC 275](#) at paras [66-71](#), [230-234](#), *McCallum-Boxe v Sony*, [2015 ONSC 6896](#) at paras [16-21](#).

⁵² Docken Affidavit, paras 19-21, 29(e).

⁵³ Compensating Churko’s conduct would offend the integrity of the profession contrary to *Persaud v Talon International Inc.*, [2022 ONSC 6359](#) at [para 100](#). In certain jurisdictions, courts require that lawyers breaching fiduciary duties to a client must forfeit all or part of their fee. *See e.g. Burrow v Arce*, [997 S.W.2d 229 \(1999\) \(Sup. Ct. Tex.\)](#).

TABLES OF AUTHORITIES

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3.	<i>Duzan v Glaxosmithkline, Inc.</i> , 2011 SKQB 118	30
4.	<i>Fantl v Transamerica Life Canada</i> , 2009 ONCA 377	20
5.	<i>McCallum-Boxe v Sony</i> , 2015 ONSC 6896	30
6.	<i>Moiseiwitsch v Canadian National Railway Company</i> , 2022 BCSC 331	22
7.	<i>Northwest v Canada (Attorney General)</i> , 2006 ABQB 902	15, 18, 20
8.	<i>Persaud v Talon International Inc.</i> , 2022 ONSC 6359	18, 27, 32
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11.	<i>Wilson v Servier</i> , 2005 CanLII 7128 (ON SC)	24

Legislation

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12.	<i>Class Proceedings Act</i> , SA 2003, c C-16.5, s 35	15