



CLASS ACTION LAWSUITS IN CANADA

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Overview

The legal landscape in Canada has changed significantly in the past 24 months with an explosion of “class action” lawsuits hitting the headlines. Some of the headlines are coming from legal actions being settled...or...from new lawsuits being launched within hours of a catastrophic event happening.

The goals of this article are to provide a historical perspective on the evolution of class action lawsuits, explain the legal mechanisms involved, and to provide a summary of some recent cases and how they impact the claim handling process.

Historical

Class action lawsuits have been in the United States since 1938. The current federal class action authority is found in the ‘Federal Rules of Procedure, Rule 23, 383 U.S. 1029’ enacted in 1996. The evolution of U.S. class action litigation was driven by a desire to find a convenient and economic solution for settling mass tort lawsuits that have common issues. In addition, the legislators wanted to establish a system that gave the ‘little guy’ easier access to the court system. This access would later impact the ‘behaviour’ of corporate America. These three points were all carefully considered as Canada first considered class action proceedings in the late 1970’s.

The province of Quebec was the first to act by implementing amendments to their Code of Civil Procedures (Article 1003) in 1978. Their litigation had a slow start in the 1980’s. The courts allowed the use of class actions only in “*exceptional circumstances*”. During the 1990’s, Quebec class action litigation gained momentum resulting in 4 decisions reaching the Supreme Court of Canada and over 120 decisions in the Court of Appeal. At the Superior Court level there are over 675 decisions on record. Plaintiff lawyers have found Quebec courts to be an attractive venue for certifying class actions with success rates running up to 80%.

The province of Ontario passed the Class Proceedings Act (CPA) in 1992.

The province of British Columbia passed their Class Proceedings Act (CPA) in 1995. They relied very heavily on the Ontario Act when deciding the wording of their bill.

The Process

There are obviously going to be some variances in the legislation between Quebec, B.C. and Ontario. For the purposes of this article, we will deal primarily with the legislation in Ontario.

What triggers a 'Class Action'? Usually it is something you read about on the front page of your newspaper. It is usually a significant event such as:

- ⇒ Train derailment.
- ⇒ Multi-vehicle crash on a highway.
- ⇒ Major fire that has sent a smoke plume over a wide area.
- ⇒ Environmental spill.
- ⇒ Over-charging of life insurance premiums.
- ⇒ "Insider trading" by senior officers of a company.
- ⇒ Blood contamination issues.
- ⇒ Food poisoning.
- ⇒ A product recall.

It could also be a single person walking into a lawyer's office to discuss individual litigation. The plaintiff lawyer today, is very much aware of class action proceedings and will explore whether "others" have similar, common issues. This occurred in a recent lawsuit against the Federal Government (Majoros v. Gov't of Canada, Ontario Superior Ct.; J. Brockenshire; Oct. 2000). In that case, the niece of a World War II veteran started a class action on behalf of her uncle. She alleged the government had failed, amongst other things, to pay "interest" on money they were managing on behalf of her uncle. The recent certification of this case could pave the way to payment of over \$1 billion to thousands of war veterans.

The plaintiff lawyer needs to present a credible representative plaintiff to front the class action. This is an important first step, as the individual, is not just pursuing their own interests but that of the entire 'class'. In Ontario and B.C. there are three criteria the judge will examine to determine whether the 'representative plaintiff' is adequate to represent the class:

1. Would this plaintiff fairly and adequately represent the interests of the class?
2. Has this plaintiff produced a 'plan' that sets out a workable method of advancing the proceeding on behalf of the class...and...of notifying class members of the proceeding?
3. Is there any conflict of interest between the representative plaintiff and the other class members?

The person selected as the representative plaintiff may be required to testify at discoveries or trial. How will the court regard this person? Do they have the time to commit to what is involved? On an individual basis, does this person's case disclose a cause of action? In some situations, particularly in 'health' cases, this representative plaintiff is quite courageous for stepping forward front and centre. They are exposing their personal and medical problems in a public forum. Therefore, they have to be strong and credible to withstand this scrutiny.

Depending on the 'event' that triggers a class action, what happens next has been described by some as a "feeding frenzy" among law firms to see who can be first to file notice of their lawsuit. The law firm who files first can be in the 'driver's seat' to advance the litigation while other law firms could be 'shut out' of being part

of the class action lawsuit. Some law firms ‘partner’ with each other to determine who will be lead counsel on the case. This partnering may involve sharing of resources and cost/fee arrangements.

In Ontario, the Statement of Claim must clearly outline that it is to be a “Proceeding Under the Class Proceedings Act, 1992”. A judge is designated to serve as the “Case Manager” of any class action filed in Ontario. This judge has broad powers to case manage the litigation. While this judge can hear ‘motions’ relating to the class action, another judge will sit on any trial that deals with “common issues”. Judges who specialize in class action lawsuits will preside on these cases in different regions in Ontario.

One strategy of the Case Management Judge is to conduct pre-certification conferences. They try to have lead counsel present so that an open, frank discussion can take place with both sides. They discuss what ‘motions’ are likely going to be presented and they identify what the “issues” are going to be. By conducting these conferences, the judge tries to ensure that everyone does not have any surprises when they begin the Certification Hearing.

If there are many issues and a large number of plaintiff lawyers, some judges divide up the issues so there is no repetition and the court’s time is not wasted.

Justice Warren Winkler of the Ontario Superior Court is one of the leading judges in Canada on class action settlements. He is very highly regarded as a “mentor” on class action lawsuits in Canada. He outlines his thoughts in a paper entitled, *“Managing the Class Action Lawsuit: The Role of the Court, ADR and Costs”*. For those interested, it is available through the ‘Canadian Institute’.

Justice Winkler has emphasized the need for lawyers to be well prepared for these pre-certification hearings. This should include being ready to submit a good “roadmap” with a “timetable” that will allow the judge to apply good case management techniques.

Prior to the actual certification hearing, there may be a need for the Case Management Judge to deal with “orders”. In one of the cases summarized in this paper you will see the efforts of a plaintiff law firm to stop an alternate settlement process instituted by the defendant until such time as the Certification Hearing was held.

The Certification Hearing can be a defining moment when the case either moves on to a trial or leads to a settlement. In Ontario, a ‘motion for certification’ is required to be brought “within 90 days of the Statement of Claim being issued. A ‘5-part test’ must be met for the action to be certified. The B.C. and Ontario Class Proceedings Acts require that:

1. The pleadings or notice of application disclose a cause of action.
2. There must be an identifiable class of two or more members.
3. The claims (or defences) of the class members must raise common issues.
4. The class proceeding must be the preferable procedure for the resolution of these common issues.
5. There must be a representative plaintiff who would fairly and adequately represent the class, has produced a workable plan for advancing the proceeding and does not, on the common issues, have interests, which might conflict with those of the class.

It is rare for any settlement negotiations to take place on a class action lawsuit until such time as the Certification Hearing is concluded. At that time, the door has opened on perhaps hundreds or thousands of claims and the ‘stakes’ have just gone up!

What is interesting is that in the U.S. Federal Courts, cases are often certified for settlement purposes only. If no settlement is reached, or if the court does not give the certification approval, the certification is nullified and the parties go back to prepare for trial including certification motions (all over again).

Financing the Litigation

It is not an insignificant undertaking for a plaintiff lawyer to commence a class action and see it through to the end. There are real risks to be thinking about when considering the potential huge rewards from winning a class action lawsuit. The real-life story of one U.S. law firm is demonstrated in the film, “A Civil Action”, that stars John Travolta. In pursuing an environmental class action, the firm went bankrupt as a result of their decision-making on that one case. No one wants to ‘bet’ their law firm’s future on a case.

As outlined, one of the tests for the representative plaintiff is to have a “workable plan” to advance the litigation. Part of that plan must consider how the litigation will be financed. Are the representative plaintiff and/or their law firm properly funded? While the provinces do allow contingency fees in this type of litigation, can the entire litigation be ‘carried’ to a conclusion?

In many situations, the plaintiff lawyer is taking on large corporations. The defence lawyers are very well funded (usually by insurers) in terms of research; hiring experts; costs associated with Discoveries; etc. and having their professional fees paid. The plaintiff law firm must carry all of these costs during the course of the lawsuit. On large cases these costs could easily be in the \$500,000 to \$1,000,000 range.

Ontario and Quebec have special “Funds” where plaintiff lawyers can “apply” for funding. If the lawsuit is successful, the Fund assesses a “levy” of 10% of the global settlement funds. This levy replenishes the fund. Both funds have experienced limited use by the legal community.

Members of the bench have made it clear that if the plaintiff law firm has purchased “insurance” to finance their lawsuit, it should be identified to the judge. This could be relevant to the judge in the event of awarding costs.

There are several avenues open to plaintiff lawyers to effectively finance class action lawsuits.

Some Cases...

McNaughton Automotive Ltd v. CoOperators General Insurance Ontario Superior Court, J. Haines, August 14, 2000

This is a rather startling class action involving an automobile claim. The challenge by the plaintiff lawyers could have cost insurers millions of dollars...if...the case was “certified”.

The argument was straightforward. The plaintiff had a total loss on an auto they owned. The ACV was \$8,235 (including tax). The insurer took off the collision deductible of \$1,000. They took possession of the ownership and sold the salvage for \$1,518.33.

This type of transaction goes on across Canada on a daily basis. To assist the defence, I filed an affidavit to demonstrate that this was the pattern of conduct by insurers.

The plaintiff lawyers argued the insurer had breached the Statutory Conditions of the auto policy by taking the salvage without paying the insured the full ACV of the auto. They alleged “conversion” by the insurer as they felt the insurer had wrongfully dealt with a chattel. The plaintiff lawyers relied upon Mueller v. Western Union Insurance Company (1974) 5 WWR 530.

The defence lawyer’s position was that the trial judge on the ‘Mueller’ decision had erred. They argued the auto statutory conditions had to be interpreted in the same context as the rest of the policy wording, which included clear language that a deductible applied “each time you make a claim”.

The judge concluded:

“The subject policy includes a deductible. In my view, the only way statutory condition 6(7) can be given commercial efficacy and therefore produce the result that must have been contemplated by the parties when the statutory condition is read in the context of the whole policy, is to accept that the replacement of the automobile or payment of the actual cash value in the context of Statutory Condition 6(7) is subject to the application of the deductible. This interpretation confers no advantage on either party and is in harmony with the purpose of the policy which is to fully indemnify the insured for all losses that exceed the amount of the agreed upon deductible.”

Case Summary

This case is currently under appeal. What impact might it have if the plaintiff law firm is correct?

Guglietti v. Go Transit Ontario Superior Court, W. Winkler, June 8, 2000

This case dealt with a motion filed by a plaintiff class action member asking that she be granted an extension on the filing of a Claim Form so she could pursue a claim for compensation in accordance with the court approved settlement agreement.

There are some key dates to note:

- ❑ Train crash took place on November 19, 1997.
- ❑ Plaintiff hired her own lawyer who issued an individual legal action on May 15, 1998.
- ❑ A class action settlement agreement was approved on February 22, 1999.
- ❑ As part of the settlement agreement, the plaintiff had until April 23, 1999 to “opt out” of the class action settlement. If she exercised this option her original action would stay alive.
- ❑ The agreement also imposed a final deadline of May 10, 1999 for the filing of the Claim Form.
- ❑ Failure to meet both of the deadlines outlined in the agreement was deemed to result in a “staying” of any singular actions...and...an “extinguishing” of their rights under the class action settlement.

In this instance, the plaintiff lawyer failed to meet the deadlines in the agreement. In addition, he waited until March 7th, 2000 to bring forward a motion asking for “leave of the court” in allowing the plaintiff to make her claim pursuant to the settlement agreement.

The plaintiff's lawyer willingly conceded that the delay in filing the Claim Form was a result of his own negligence but his arguments were that the defendants knew of the plaintiff's claim and were, in fact, negotiating with him as late as February 1999. The defendant was clearly prepared to deal with this plaintiff as an individual litigant or a member of the class action.

The class action settlement agreement was clear on the proscription dates. The agreement, however, did contain the caveat this could be set aside with "leave of the court". Justice Winkler referred to this in his analysis of the case combined with excerpts from the Class Proceedings Act, 1992 and Rule 3:02(1) of the Rules of Procedure, RRO 1990, Reg. 194. These references granted Justice Winkler the authority to grant the claimant 15 days from the date of his ruling to file a new Claim Form with the defendant.

Case Summary

This case provides a snapshot into some of the different dynamics in a class action.

It was interesting to see that the plaintiff lawyer readily admitted his mistake. That was an honest approach to the situation and could well have been a factor in how the judge ruled on this case.

Brimner v. VIA Rail Canada Inc. **Ontario Superior Court, J. Brockenshire, July 17, 2000**

This was a motion for certification of a class action arising out of a train derailment that occurred April 23, 1999. There were 174 passengers on the train. Of those passengers, 97 had already engaged the plaintiff counsel on this case. It was interesting to note that the certification hearing was taking place 15 months post-accident.

Prior to the certification hearing, the lead defence lawyer filed with the court what he termed a "preferable procedure" to settle the outstanding claims. Counsel asked the trial judge to look at their "creative solution".

The "common issues" that were part of this litigation included:

1. Liability?
2. Negligence?
3. Breach of contract?
4. Punitive damages?

The problem for Justice Brockenshire, in reviewing the defence's workable settlement plan, was that he did not feel their plan addressed how the common issues were going to be resolved. His view was that the first three 'issues' were ignored by the defence except for "...*saying that payments are to be made without any admission whatsoever of liability.*" In reviewing at the 4th issue of "punitive damages" the defence 'plan' called for this issue to be "stayed" until the settlement process had concluded. The judge felt that if this issue were revived after the settlements had been concluded then VIA would argue that by settling all claims they had "...*mitigated against a punitive claim*"?

The trial judge provided a detailed analysis of the alternate defence plan and concluded he did not have what he considered to be a suitable alternative settlement plan.

The judge stated his preference for this matter to be concluded was through a class action proceeding. If there are victims of the crash who want to deal directly with VIA, they can elect the “opt out” procedure in the class action notification.

Case Summary

If the defence has an alternate plan to settle claims that is a more “preferable procedure”, the court is obligated to look at the plan carefully. In preparing this plan, great care be paid to ensure the alternate plan is resolves the common issues.

Lewis v. Shell Canada Ltd. **Ontario Superior Court, J. Cumming, May 25, 2000**

On March 16, 2000 a refinery accidentally released a ‘gas cloud’ into the atmosphere. The Statement of Claim alleged there were consequential personal injuries, property damage and interruptions to business.

Shell acted promptly in setting up a program to indemnify victims for damages. A ‘class proceeding’ Statement of Claim was issued on April 13, 2000.

The plaintiff lawyers requested an order to restrain the defendant and their adjusters from communicating with potential class members until such time as the court had disposed of the issue as to whether they were going to ‘certify’ the class proceeding.

As part of the request for this ‘order’, the plaintiff lawyers submitted that the defendant and their representative should be making the claimants aware of the existence of the class proceeding before settling their claim.

Up to the point of the hearing on May 23, 2000 the loss adjusters had settled 157 claims. They had already had discussions with another 100 claimants. In the settlement negotiations, the claimants were not advised of the existence of the class action. After a formal claims centre was opened on April 24, 2000 the claimants were advised to seek independent advice before settling their claim.

Under the Ontario Class Proceedings Act of 1992, Section 19 states:

“At any time in a class proceeding, the court may order any party to give such notice as it considers necessary to protect the interests of any class member or party to ensure the fair conduct of the proceeding”.

The defence argued there was no evidence of any “impropriety” on the part of the defendant or their adjusters in their actions. Not one person had complained of their actions, so why should they have to first advise claimants of the existence of the class action lawsuit?

The judge stated:

“A main policy objective of the CPA (Class Proceeding Act) is to provide access to justice to persons who would not otherwise pursue their claims. Effective access includes knowing about your rights through a class proceeding before settling an individual claim when the other party to the proposed settlement has knowledge of the class proceeding.”

Justice Cumming reviewed the claim settlement practices and highlighted the importance and significance to be placed on the execution of any releases or indemnifying agreements. While the judge had no suspicions that the efforts to settle the claims were based on an attempt to mislead or coerce victims into settling, he felt that there had to be an informed consent that the signing of any release. To that end, he granted the order by stating:

“This court orders that a notice in the form of a memorandum annexed hereto be delivered by the defendants or their representative to any potential class member with whom the defendants wish to settle a claim arising out of the March 16, 2000 gas emission....”

The ‘memorandum’ was a note that was to be presented to each claimant advising him or her in clear terms of the class action commenced. The note included the name and phone number of the plaintiff law firm. It stipulated that any release signed by the claimant was not effective until a cooling off period of 7 days had passed.

It is important to note the judge did not stop the defendant and their representative from settling claims prior to the certification hearing. The judge simply stepped in and modified the process.

Case Summary

Most companies are good corporate citizens and when a loss occurs that impacts a wide group of people they do look to respond quickly and effectively to maintain the goodwill they have in that community. Many corporations have “disaster plans” that include proactive steps they want to take when these types of situations occur. Given this recent ruling, corporations may wish to review their plans with a view to considering:

- a. What is “informed consent”?
- b. Should an “application form” be aligned with “informed consent”?
- c. Release forms include an acknowledgement that claimants are fully aware of the class action proceeding.
- d. What pre-planning might be considered for media campaigns to ensure that claimants are aware of their rights?

McDonald et al v. Dufferin-Peel Catholic District School Board Ontario Superior Court, W. Jenkins, November 2, 2000

The representative plaintiff in this class action proceeding was a young girl who attended primary school where, for a period of three years, her classes were held in a ‘portable’ structure. The allegation made was that the plaintiff and other children had been exposed to a “mould” that had caused illness. The plaintiff felt the School Board knew or ought to have known of the health issue and their failure to act led to personal injuries.

The plaintiff lawyers suggested the ‘class’ of victims would commence from September 1995 onward to the date of the trial. This ‘class’ had the potential of being 22,000 students.

Defence counsel third partyed five other co-defendants. This included the architectural planners, the builders, and an air filter company. Six law firms were needed to represent all of the defendants.

The plaintiff lawyers argued there were a number of “common issues” that the Court could resolve. This included:

- ⇒ Were the portable classrooms contaminated with mould?
- ⇒ What was the type of mould?
- ⇒ What was the level of contamination?
- ⇒ Did the contamination occur in circumstances that would justify a finding of liability against the defendant?

The school board defence lawyers provided a number of arguments:

1. Was the plaintiff a proper representative of the ‘class’?
2. Would the overwhelming individual issues outweigh the common issues? By this, they argued about all of the variables that would enter into assessing each individual claim. Many of the portable classrooms were built at different times using different building materials and with different configurations.

They argued about the many health factors that might affect the individual members. What was the individual’s pre-existing health? Was there a history of allergies? What impact might their own homes have on their health? Were they exposed to mould in any other locations?

Would each claim need to be examined separately to determine issues of entitlement?

The defence arguments obviously had an impact on the judge. The judge concluded:

1. He did not accept that the representative plaintiffs, and her parents, were not suitable representatives of the class.
2. The Class Proceedings Act requires that a workable plan be presented to assist the court in determining whether the litigation is manageable as a class action and whether allowing the class action is the preferable procedure. In this situation, the judge concluded that the plaintiff’s plan “...fails to indicate how common issues can be separated from individual issues for purposes of examinations for discovery and trial. This is because the number of individual issues prevents counsel from developing a realistic scheme.”
3. Justice Jenkins said that, “...I therefore find that given the number of individual issues involved in the actions a class proceeding is not a preferable procedure. As a result, I am not satisfied that certification of a class proceeding will improve access to justice or result in judicial economy.”

The judge dismissed the motion to certify this case as a class proceeding.

Case Summary

The plaintiff law firm carried the entire cost of the litigation and were ‘shut out’.

On the defence side, at least six different law firms were engaged to defend the action. Think of the legal costs, irrespective of a 'win' or 'loss'?

Had the judge decided to certify the case, what would have happened next? Would the various defendants have come up with a settlement offer? Would they have continued forward to defend the case on the basis of "no liability"? If they vigorously defended the matter, consider the further costs that to hire subject matter experts?

This one case provides a good window into the world of "legal costs" and the impact on both sides in a class action proceeding.

What does this mean to insurers?

The cases that have been highlighted are but a few that have exploded across Canada in the past 12 months. As loss adjusters the landscape has changed forever on how we will respond to mass tort situations in Canada. If you think I'm wrong, consider just a few more 'quick hits':

1. A national retail chain terminated a number of employees in a cost-cutting move. A class action was started for "wrongful dismissal". A national class action was certified. This case has been before the courts several times on a number of issues (K. Webb v. 3584747 Canada Inc., April 20, 2000; Ct. file no. 98-GD-43927).

We have already seen evidence of other class action activities in the aftermath of an employer announcing major changes in their labour force.

2. As many as 155,000 Canadians are eligible to join into a class action lawsuit certified against a diet pill company. (Sheila Wilson v. Servier Canada et al, Ont. Superior Court, J. Cumming, Sept. 13, 2000). Allegations are the pills were unsafe for human consumption and could cause life-threatening diseases.
3. There are numerous class actions that have been started this past year against the 'Directors and Officers' of major corporations. Some of the allegations have involved "insider trading". This has created some major claims including one we are aware of that is in excess of \$2 billion. Consider that a class action proceeding gives small shareholders access to justice in terms of holding the people running a company responsible for their actions to protect 'all' shareholder interests.
4. The Hepatitis C (1986-1990) class action involved a myriad of parties. It was resolved this past year and thousands of claimants will now have access to settlement funds. Of interest was the role of three Provincial Superior Court judges (Justice K. Smith-B.C., Justice W. Winkler- Ontario and Madame Justice N. Morneau-Quebec) to "case manage" this very complex case.
5. The 'Walkerton Ecoli' situation has garnered a great deal of media attention these past 7 months. There was an immediate rush to commence class action lawsuits. Liability issues are complex. The certification hearing will be underway.
6. A class action is being threatened against Canadian airline for "economy class syndrome". Airline passengers are alleging they have developed blood clots during long flights. Allegations are that the airline has a 'duty to warn' passengers of this risk. Is this a groundless action? Perhaps, but it will still need to be investigated and defence lawyers will need to be retained.
7. What about the recent lawsuits for "auto parts" that have started in both Ontario and Quebec? Much like the deductible case, this is a direct attack on insurers and their operating practices.

8. Reflect on the recent class action filed against an Ontario university by a student group who feel they have sustained an economic loss as a result of a strike by teachers.
9. What is going to happen now on large fire losses where the smoke plume covers neighbouring houses?

Are insurers prepared to handle class action claims? Some questions they might ask:

1. Do they know the impact of the legislation that is in place in the three Canadian provinces?
2. Has any consideration been given to coverage issues that may arise? Has any thought been given to the difference between the tort concept of economic loss and the recoverability of economic loss claims under a Commercial General Liability (CGL) policy? Has any thought been given to how the insurer might treat the ‘trigger theories’ on a coverage issue?
3. Has anyone contemplated the position they might take on “duty to defend” issues?
4. Have they selected and trained individuals to handle these types of claims?
5. Have they considered reserving strategy? We all know that an under-reserved file is impossible to settle.
6. Do they realize how quickly they must get their investigation off the ground?
7. What experts need to be retained?
8. Have they considered who their defence counsel is going to be? Does that law firm have experience in handling class actions?
9. Has any consideration been given to a “media plan” both with respect to managing the claim handling side of the event and/or how one might handle a commercial business loss? Consider the impact on the image, sales or reputation of the product or business.
10. The legal cases point to the requirement of the plaintiff to provide a settlement “plan”. The defence also has the ability to submit a “plan” and the court will give it consideration. What might that plan be? What considerations should be made in preparing this plan?
11. Legal costs are a huge issue on class action lawsuits. Insurers need to consider their expense budget and consider where they want to spend their money. Is it in fighting a losing battle on a certification hearing or is it making an offer to settle?
12. If a class action lawsuit is settled, consideration has to be given to the “administration” of the settlement agreement. The agreement is usually tightly worded and there is usually no room for “negotiations” between the administrator and the claimant. The settlement payment is usually very strongly spelled out in the Agreement and if the claimant agrees to be paid as part of the class action settlement they accept whatever the Agreement says they get.

There are usually provisions in any agreement for “class members” to “opt out” of the Settlement Agreement. The Court will usually define a specific proscription period in which the claimant can opt out and go the route of individual litigation.

The administration of these agreements is a highly specialized field of work.

Summary

You cannot turn on the evening news or read a newspaper without reference to a new class action being started. More recently, the film “Erin Brockovitch” provided the “Hollywood” version of a true story, which involved an environmental class action. Certainly the Canadian public’s exposure to class action lawsuits has been greatly accelerated in the past year.

The Canadian plaintiff lawyers who practice in this arena are knowledgeable, intelligent, highly skilled trial lawyers. They regularly “gown up” to advance their causes and no one should make the mistake of taking this group lightly...they are an impressive group!

Hopefully, this article will provide some historical perspective on class actions in Canada. The legal mechanisms involved are more complicated than this article can possibly address but it should point to the need for continuous education on this topic.

The legal cases described in this article are only but a few but they clearly demonstrate the direction the courts are taking us. You can see from some of the cases that the law in Canada is still evolving but there is no argument that...the landscape has changed!

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