

SETTLEMENT AGREEMENT

Made as of July 13, 2023

Between

Lisa Cavanaugh, Andrew Hale-Byrne, Richard Van Dusen, Margaret Granger And Amanda
Aylesworth The Executor For The Estate Of Tim Blacklock

(the “Plaintiffs”)

- and -

Grenville Christian College (“GCC”), Donald Farnsworth And Betty Farnsworth For The Estate Of
Charles Farnsworth and Judy Hay The Executrix For The Estate Of J. Alastair Haig

(the “Defendants”)

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SETTLEMENT AGREEMENT

RECITALS

WHEREAS:

- A. The Plaintiffs commenced the Action which alleged that GCC was negligent and its staff failed to fulfill and/or were grossly negligent in fulfilling their fundamental obligations to Class Members during the entirety of the Class Period and that this could cause harm, and that the Defendants are liable for the harms suffered by the Class Members;
- B. The Action was certified as a class proceeding by the Ontario Divisional Court on or about February 24, 2014, reasons for decision following the trial of the common issues were issued on or about February 26, 2020, and upheld by the Ontario Court of Appeal on October 26, 2022;
- C. An Individual Issues Litigation Plan was provisionally approved by the Ontario Superior Court of Justice, on or about September 22, 2022;
- D. The Defendants believe that they are not liable in respect of the claims and harms asserted by the Plaintiffs and Class in the Action and that they have good and reasonable defences in respect of the same, and the Defendants assert that they would actively pursue their defences through the individual issues trial stage, and, if necessary, on appeals, if the Plaintiffs continued the Action against them, the Parties have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of this litigation and to achieve a final resolution of all the claims that have been asserted, or which could have been asserted, against the Defendants by the Plaintiffs on their own behalf and on behalf of the Class, and which were or could have been asserted by the Defendants against one another, and generally to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy;
- E. By entering into this agreement, the Defendants are not admitting, or are to be deemed to be admitting, any liability for damages to any individual Class Member;
- F. The Parties and their lawyers participated in a mediation on March 28 and March 29, 2023, and reached a conditional settlement of the Action at that time;
- G. Counsel for the Parties have engaged in extensive arm's length settlement discussions and negotiations in respect of this Settlement Agreement;
- H. As a result of the negotiations and mediation, the Parties have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Parties, both individually and on behalf of the Class, subject to approval of the Ontario Superior Court of Justice;
- I. The Representative Plaintiffs have reviewed the Settlement Agreement with Settlement Class Counsel, and fully understand the terms of this Settlement Agreement, and, based on a thorough analysis of the applicable facts and law, and having regard to the burden and expense

in prosecuting the Action, including the risks and uncertainties associated with the Individual Issues Litigation Plan, trials and/or appeals, and the trauma that Class Members may experience in proving their loss in an adversarial setting, the Plaintiffs and their counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class;

- J. As a result of these settlement discussions and negotiations, the Defendants have entered into this Settlement Agreement, which embodies all of the terms and conditions of settlement between the Plaintiffs and Defendants, both individually and on behalf of the Class, subject to approval of the Court, the Defendants are entering into this Settlement Agreement in order to achieve a final resolution of all claims which have been asserted, or which could have been asserted against the Releasees by the Plaintiffs in the Action, and to avoid further expense, inconvenience and burdensome and protracted litigation;
- K. As part of this resolution, the Defendants have agreed to pay the Settlement Amount for the benefit of the Class;
- L. The Parties therefore wish to, and hereby do, fully and finally resolve the Action, subject to the approval of the Court;
- M. For the purposes of settlement only, and contingent on orders by the Court as provided for in this Settlement Agreement, the Plaintiffs have consented to a dismissal of the Action against the Defendants. The Parties acknowledge that the Settlement is contingent on approval by the Court as provided for in this Settlement Agreement, and entered into with the express understanding that this Settlement shall not derogate from the respective rights of the Parties relating to the Action in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action shall be dismissed with prejudice, on the following terms and conditions, subject to Court approval:

ARTICLE 1 – PREAMBLE AND SCHEDULES

- 1.1 The Parties represent to one another that the statements made in the preamble to this Settlement Agreement are true and correct and form an integral part of this Settlement Agreement.
- 1.2 The schedules appended to this Settlement Agreement form an integral part of this Settlement Agreement. The schedules to this Settlement Agreement are:
 - (a) Schedule A – Claims Administration and Distribution Protocol
 - (b) Schedule B – Settlement Approval Order
 - (c) Schedule C – Short Form Notice of Settlement Approval

- (d) Schedule D – Long Form Notice of Settlement Approval
- (e) Schedule E – Notice Distribution Plan

ARTICLE 2 – DEFINITIONS

2.1 For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (a) **Account** means an interest bearing trust account under the control of the Claims Administrator at a Schedule 1 chartered Canadian bank. All interest accrued in the Account will be added to and become part of the Settlement Fund.
- (b) **Action** means the action issued in the Ontario Superior Court: *Lisa Cavanaugh, Andrew Hale-Byrne, Richard Van Dusen, Margaret Granger And Amanda Aylesworth The Executor For The Estate Of Tim Blacklock v. Grenville Christian College, The Incorporated Synod Of The Diocese Of Ontario, Donald Farnsworth And Betty Farnsworth For The Estate Of Charles Farnsworth, Betty Farnsworth, Judy Hay The Executrix For The Estate Of J. Alastair Haig And Mary Haig* bearing Court File No. CV-08-CV347100-CP00.
- (c) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiffs, Class Counsel, or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, the costs of translation of the notices, and the fees and expenses of the Notice/Claims Administrator, (including the costs associated with the First Notice), but excluding Class Counsel Fees, disbursements and taxes thereon.
- (d) **Approval Hearing** means the hearing of the motion for the approval of this Settlement Agreement.
- (e) **Claims/Notice Administrator or Claims Administrator or Administrator** means the entity appointed by the Court to administer the settlement and disseminate the notices pursuant to the terms of this Settlement Agreement, which shall be Epiq Class Action Services, or such other claims administrator approved by the Court;
- (f) **Claims Deadline** means the date that is 270 days (9 months) from the date on which the Notice of Settlement Approval is first disseminated, or such other date as may be set by the Court.
- (g) **Claims Period** means the 270 days (9 months) period, or such other period as may be set by the Court, from the date that the Notice of Settlement Approval is first disseminated until the Claims Deadline, during which Class Members may make a claim for payment from the Settlement Fund.

- (h) ***Class Counsel*** means McKenzie Lake Lawyers, LLP, Torkin Manes LLP and Haber & Associates Lawyers;
- (i) ***Class Counsel Fees*** means the fees, HST, and other applicable taxes or charges of Class Counsel, as approved by the Court.
- (j) ***Class or Class Members*** means all former students of GCC who both attended and boarded at GCC between September 1973 and July 1997 (excluding children and grandchildren of Charles Farnsworth and/or Alastair Haigh), who did not validly opt-out of the proceedings.
- (k) ***Class Period*** means the period of time between September 1973 and July 1997.
- (l) ***Costs*** means a payment towards the costs of the Action incurred by the Plaintiffs on behalf of the Class, as described herein.
- (m) ***Court*** means the Ontario Superior Court of Justice.
- (n) ***Defendants*** means Grenville Christian College (“GCC”), Donald Farnsworth and Betty Farnsworth for the Estate of Charles Farnsworth and Judy Hay the Executrix for the Estate of J. Alastair Haig.
- (o) ***Defence Counsel*** means Boghosian + Allen LLP.
- (p) ***Effective Date*** means the date on which the Final Order takes effect.
- (q) ***Eligible Claimant(s)*** means the Eligible Class Member(s).
- (r) ***Eligible Class Member*** means a Class Member who has filed a claim on a timely basis and has been determined by the Claims Administrator to be eligible to receive compensation under from the Settlement Fund.
- (s) ***Final Order*** means the final order of the Court approving this Settlement Agreement, once the time to appeal such order has expired without any appeal being taken, if a right of appeal exists, or, if an appeal from the settlement approval order is taken, then upon a final disposition of all appeals.
- (t) ***First Notice*** means the form of notice, agreed to by the Parties, or such other form as approved by the Court, which informed the Class of the date of the Settlement Approval Hearing, the principal elements of this Settlement Agreement, and the process by which Class Members could object to the Settlement or Class Counsel Fees.
- (u) ***Honoraria*** means the sum(s) paid the Plaintiffs, as approved by the Court, for their extraordinary time, efforts and commitment to the prosecution of this Action, leading to this Settlement Agreement.
- (v) ***Insurers*** means The Dominion of Canada General Insurance Company, Hartford Fire Insurance Company, Intact Insurance Company (including Intact Public Entities),

Royal & Sun Alliance Insurance Company of Canada, Travelers Insurance Company of Canada, Aviva Insurance Company of Canada, and their respective predecessors, successors, trustees and assigns

- (w) ***Net Settlement Fund or Settlement Fund*** means the Settlement Amount, less Court-approved Class Counsel Fees, disbursements and taxes thereon, any honoraria payable to the Plaintiffs, and less Administration Expenses, for the payment of Eligible Class Member claims.
- (x) ***Notice of Settlement Approval*** means the form of notice, agreed to by the Parties, or such other form as may be approved by the Court, which informs the Class of the approval of this Settlement Agreement, and how to make a claim.
- (y) ***Parties*** means the Plaintiffs and the Defendants.
- (z) ***Plaintiffs*** means Lisa Cavanaugh, Andrew Hale-Byrne, Richard Van Dusen, Margaret Granger and Amanda Aylesworth The Executor For The Estate Of Tim Blacklock.
- (aa) ***Recitals*** means the recitals to this Settlement Agreement.
- (bb) ***Released Claims*** means: any and all manner of claims, demands, actions, suits, and causes of action which have been asserted or which could have been asserted in the Action, whether direct or indirect, class, individual, or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees that the Releasors, or any one of them, whether directly, indirectly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, could, or may have against the Releasees, whether known or unknown, relating in any way to any conduct by the Releasees prior to the execution of this Settlement Agreement concerning alleged harm or damages arising from the Class Members attendance and boarding at GCC during the Class Period.
- (cc) ***Releasees*** means, jointly and severally, the Defendants and the present and former officers, directors, employees, insurers, agents, servants, contractors, suppliers, or representatives, and the successors, heirs, executors, administrators, trustees, and assigns of each of the Defendants, and their Insurers.
- (dd) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members, and their respective successors, heirs, executors, administrators, trustees, and assigns.
- (ee) ***Schedules*** has the meaning set out in Article 1.
- (ff) ***Settlement Agreement or Settlement*** means this agreement, including the Recitals and the Schedules.
- (gg) ***Settlement Class Counsel*** means McKenzie Lake Lawyers, LLP.

- (hh) ***Settlement Amount*** means the total of all amounts paid pursuant to this Settlement Agreement as set out in Article 5, plus any interest accrued thereon.
- (ii) ***Settlement Approval Hearing*** means the Court hearing to determine if the Settlement Agreement is approved and to fix the Class Counsel Fees.
- (jj) ***Settlement Fund or Net Settlement Amount*** means the Settlement Amount, less Court-approved Class Counsel Fees, disbursements and taxes thereon, any Honoraria payable to the Plaintiffs, and less Administration Expenses, for the payment of Eligible Class Member claims.

ARTICLE 3 – CONDITION PRECEDENT: COURT APPROVAL

- 3.1 Subject to Article 4 below, this Settlement Agreement shall be null and void and of no force or effect unless it is approved by the Court.

ARTICLE 4 – COURT APPROVAL

Best Efforts

- 4.1 The Parties shall use their best efforts to effect this Settlement and to secure the prompt, complete and final dismissal with prejudice of the Action against the Defendants.

Motion for Settlement Approval

- 4.2 The Plaintiffs shall file a motion for an order approving this Settlement Agreement on November 16, 2023. The settlement approval order sought shall be substantially in the form attached at **Schedule “B”**.
- 4.3 The short and long-form Notices of Settlement Approval shall be substantially in the form attached at **Schedules “C and ”D”**, or as otherwise approved by the Court, and shall be disseminated to the Class in accordance with the Court-approved Notice Plan, as set out at **Schedule “E”**.

ARTICLE 5 – SETTLEMENT BENEFITS

Payment of Settlement Fund

- 5.1 By no later than thirty (30) days after the Final Order, the Insurers on behalf of the Defendants, will pay the **\$10,875,000 CAD Settlement Amount** to the Court appointed Administrator, for the benefit of the Class, in full satisfaction of all of the Released Claims against the Releasees.

- 5.2 The Administrator shall maintain the Account as provided for in this Settlement Agreement and shall not pay out any monies from the Account, except in accordance with the provisions of this Settlement Agreement, without an order of the Court made on notice to or on the consent of the Plaintiffs and Settlement Class Counsel.
- 5.3 The Defendants shall have no obligation to pay any amount in addition to the Settlement Amount.
- 5.4 The Administrator will invest the Settlement Amount in the Account. All interest accrued in the Account will be added to the Settlement Fund.
- 5.5 The Administrator shall transfer to Settlement Class Counsel, Class Counsel's Fees, disbursements and taxes thereon, as well as Honoraria for the Representative Plaintiffs, as approved by the Court, within ten business days after receipt of the funds.
- 5.6 Settlement Class Counsel will receive and hold these funds in trust, and disburse these amounts to Class Counsel and the Representative Plaintiffs, as soon as practicable.
- 5.7 In the event that a Final Order is not obtained, all of the expenses incurred in respect of providing notice of the Settlement to the Class and any notice advising the Class that the Settlement has been terminated shall be costs incurred in the prosecution of the Action, and recoverable as such in the event the Action ultimately continues and succeeds through the Individual Issues phase.
- 5.8 The Administrator shall not otherwise pay out any of the Settlement Amount from its account, except in accordance with this Settlement Agreement or in accordance with an order of the Court obtained on notice to Settlement Class Counsel.

Allocation of Settlement Amount

- 5.9 The Settlement Amount of **\$10,875,000 CAD** shall be allocated as follows, subject to the Court's approval of the honoraria and Class Counsel Fees, disbursements and taxes thereon:
 - (a) \$7,365,312.50 for the benefit of Class Members;
 - (b) \$736,531.25 of which to be paid to the Class Proceedings Fund, as the levy for having funded this litigation;
 - (c) \$6,628,781.25 for the "Settlement Fund" for payment of Eligible Claims, (after subtracting the Class Proceeding Fund levy);
 - (d) \$37,500.00 to be shared by the Plaintiffs as honoraria for their time and extraordinary efforts pursuing the litigation and representing the Class;
 - (e) \$350,000 for the Administration Expenses (including First Notice dissemination/administration expenses and taxes thereon); and

- (f) \$3,122,187.50 for Class Counsel Fees, disbursements and taxes thereon, or as otherwise approved by the Court. Claim Categories and Payments

5.10 The Settlement Fund will be distributed to eligible Class Members, under the following compensation categories:

(a) Group A- Common Experience Claims

- (i) All Class Members share a Common Experience in having attended and boarded at GCC during the Class Period (September 1973 and July 1997) and having been subjected to controlling, demeaning, intimidating, and humiliating acts, as well as excessive physical and/or psychological punishment. Payments to Eligible Class Members under this category (“CEP”) will be determined based on the amount of time they attended and boarded at GCC during the Class Period:

Less than 1 School Year ¹	\$ 1,500
1 School Year	\$ 3,000
1-2 School Years	\$ 6,000
3-4 School Years	\$ 12,000
4+ School Years	\$ 24,000

(b) Group B - Severe Psychological and/or Physical Harms and Sexual Abuse Claims

- (i) Class Members that suffered severe harms as a result of their time at GCC and exposure to the Common Experiences may seek additional compensation, in addition to their CEP.
- (ii) To qualify for additional compensation, claimants must provide:
- (A) A sworn/solemnly affirmed Impact Statement, along with objective evidence (medical records) of severe psychological injury (i.e. mental-health illness/disorder diagnosis), or physical injury (i.e. surgery and/or ongoing physiotherapy) linked to their experiences at GCC; and/or
- (B) A sworn/solemnly affirmed Impact Statement detailing incidences of sexual abuse (including details relating to the time period, specific date(s) of the incident(s), location, individuals involved, witnesses, if any, and reports made, if any (and to whom those reports were made).

¹ A school year is 10 months, between September and June

(iii) Payments in this category will be awarded based on a points-system. Claimants may qualify for compensation in this category for one or more reasons, however in no event shall an award in this category exceed \$50,000.

(c) In no event shall a claimant be awarded more than \$74,000 in total compensation (combined, under both categories).

(d) If a Group B claim is denied, it will not impact the otherwise Eligible Claimant's CEP.

5.11 Payment in any one of the categories is not guaranteed. Class Members must meet all eligibility requirements, including documentary and/or evidentiary requirements and filing deadlines.

Appointment and Role of Claims/Notice Administrator

5.12 The Court shall appoint Epiq Class Action Services (Epiq) as the Claims/Notice Administrator for the purpose of providing notice of the Settlement to the Class, and to administer the Settlement, or such other claims administrator as the Court may appoint..

5.13 The Claims/Notice Administrator shall sign and adhere to a confidentiality agreement, in a form satisfactory to the Parties, by which they agree to keep confidential any information concerning Class Members. Further, the Claims Administrator shall institute and maintain procedures to ensure that the identity of all Class Members and all information regarding any claims and submissions made by the Class will be kept strictly confidential. At the conclusion of the claims administration process, any information obtained by the Claims Administrator shall be securely deleted and destroyed.

5.14 The Claims/Notice Administrator shall disseminate the Notice, process all claims, and administer the payments from the Settlement Fund to the Eligible Claimants in accordance with the terms of this Settlement Agreement. The Claims Administrator may consult with Settlement Class Counsel with respect to determining if Class Members are Eligible Claimants, or to assist in determining the level of compensation to which Class Members are entitled. The Defendants shall have no right to participate in the claims administration process.

5.15 The Claims/Notice Administrator shall offer its services to the Class in English and, upon request, in French.

5.16 The Claims/Notice Administrator shall report to the Court, Settlement Class Counsel and to Defendants' Counsel on the total number of claims received and the decisions made by it in respect of any claim after the completion of the claims administration process, and shall file a final report with the Court as soon as practicable following the distribution of payments made to all Eligible Claimants, and any reissuance of payments as required.

5.17 In any reports delivered to the Court or to Defendants' Counsel, the Claims Administrator shall refer to the Class Members only by a unique claims identifier number, and not by their names.

- 5.18 The Claims/Notice Administrator shall determine, in its sole discretion, whether a claim form has been properly completed, whether a claim has been validly asserted by a Class Member, such that they are an Eligible Class Member.
- 5.19 The decision of the Claims Administrator as to whether a claim has been received on a timely basis, is validly asserted by an Eligible Class Member, and payment allocated to the Class Member shall be final, and not subject to appellate review.
- 5.20 The Claims Administrator will appoint up to a maximum of 5 Claims Evaluators who will assess each Eligible Class Members' claim to determine the payment to be allocated to the Eligible Class Member from the Settlement Fund, based on the type of claim advanced and supported, the points-system if applicable, and, more generally in accordance with the Claims And Distribution Protocol, attached hereto at **Schedule "A"**.
- 5.21 The Releasees, the Plaintiffs and Class Counsel shall have no responsibility for and no liability whatsoever with respect to the actions of the Claims Administrator, the Claims Evaluators, or the administration of the Settlement Agreement.

Claims and Claimants

- 5.22 The Plaintiffs' best estimate of the number of Class Members is 1,360, and the total number of Eligible Claimants may be more or less than 450.
- 5.23 In order to receive a payment from the Settlement, each Class Member must comply with the Claims Process and Distribution Protocol (**Schedule "A"**), which will include completion, execution and delivery to the Claims Administrator of a Claim Form, and any other documents required (if advancing a Group B claim), by the Claims Deadline. The Claim Form shall be in a form to be prepared by the Claims Administrator in consultation with Settlement Class Counsel, and will be made available to the Class in both a paper and web-based format. Completed Claim Forms, along with any supporting documentation, must be received by the Claims Administrator no later than 11:59 pm ET on the Claims Deadline.
- 5.24 Claims may be brought by Class Members or by the estates of deceased Class Members.
- 5.25 Immediately following the execution of this Settlement Agreement (if not already done), Class Counsel will provide to the Claims Administrator a list of all known Class Members, including their names, last known mailing and/or email address and/or social media contact information, the dates of enrollment at GCC, to the extent such information is available, and the students' identified gender at the time of enrollment, if known (the "Class Member List").
- 5.26 Class Counsel and the Claims Administrator shall use the Class Member List to effect the Notice to the Class and to assist with the claims administration process, and not for any other purpose. Class Counsel and the Claims Administrator shall maintain confidentiality over, and shall not share the Class Member List with any other person.
- 5.27 The Claims Administrator may use the Class Member List to confirm if a claimant is a Class Member. However, if a claimant's name is not on the Class Member List, the claimant may still establish that they are a Class Member by providing sufficient evidence with their claim

submission to satisfy the Claims Administrator that the claimant is more likely than not a Class Member.

- 5.28 Claims may be completed online, mailed, couriered or emailed in a PDF format to the Claims Administrator. Mailed claim forms will be deemed to have been received by the Claims Administrator on a timely basis if they are postmarked as received by Canada Post by 11:59 pm ET on the Claims Deadline.
- 5.29 The Claims Administrator may also obtain further information to assist a claimant in completing an incomplete claim by conducting an in-person interview with the claimant, which may be held by telephone, or video conference as agreed between the claimant and Epiq.

ARTICLE 6– DISTRIBUTION OF THE SETTLEMENT FUND AND ACCRUED INTEREST

Settlement Fund Distribution

- 6.1 The Settlement Fund shall be held by the Claims Administrator and shall only be disbursed by it in accordance with the provisions of this Settlement Agreement and the Final Order.
- 6.2 The Claims Administrator will pay the funds out of the Settlement Fund in accordance with the Claims Administration and Distribution Protocol (**Schedule “A”**).
- (a) Once all claims have been finally determined, the Claims Administrator will forward payments from the Settlement Fund to Eligible Claimants, pursuant to their determinations (or reconsiderations) for same.
 - (b) If the total value of the payments awarded to all Eligible Claimants, in all compensation Groups, exceeds the Settlement Fund, all Eligible Claimant payments will be pro-rated downwards accordingly.
 - (c) If the total value of the payments awarded to all Eligible Claimants, in all compensation Groups, is less than the total Settlement Fund, all Eligible Claimants will share in the excess, on a pro-rata basis.
 - (d) If, after six months from the completion of the distribution of the Settlement Funds to all Eligible Claimants there remains any amount, or there are cheques that have become stale dated without being cashed, then such amounts remaining in the Settlement Fund shall be paid on a pro-rata basis to all Group B Eligible Claimants, on a pro-rata basis.
- 6.3 The Claims Administrator may seek further directions from Settlement Class Counsel in the event any issues arise during the course of the claims administration process, and may also seek directions from the Court, on notice to Settlement Class Counsel.

Taxes

- 6.4 All Settlement Funds held by the Claims Administrator shall remain subject to the jurisdiction of the Court until they are distributed pursuant to the Final Order.
- 6.5 It is acknowledged and agreed that the Settlement Fund is compensation for general damages sustained by the Class, and is not compensation for lost income.
- 6.6 Subject to Article 6.8, all taxes payable on any interest that accrues on the Settlement Fund shall be the responsibility of the Class. The Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Fund, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Fund shall be the responsibility of each individual Class Member and shall be paid from the Account.
- 6.7 The Defendants shall have no responsibility to make any tax filings relating to the Settlement Fund and shall have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the monies in the Account.
- 6.8 In the event that this Settlement Agreement is terminated, the interest earned on the Settlement Fund while in the Claims Administrator's account shall be paid to the Defendants, or as directed in writing by Defence Counsel, and in such case, the Defendants or its Insurers shall be responsible for the payment of all taxes on such interest received by them.

ARTICLE 7 – RELEASES AND DISMISSALS

Release of Releasees

- 7.1 Upon the Effective Date, and in consideration of the payment of the Settlement Amount and for other valuable consideration as set forth in this Settlement Agreement, the Releasers forever and absolutely release the Releasees from the Released Claims. And for the consideration provided herein, the Class Member Releasers agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims, including the alleged harm or damages from the Class Members attendance and boarding at GCC, against the Releasees and any other person, corporation or entity which might claim damages and/or contribution and indemnity and/or other relief under the provisions of the *Negligence Act* or other comparable provincial or territorial legislation and any amendments thereto, the common law, or any other statute, for any relief whatsoever, including relief of a monetary, declaratory, equitable, or injunctive nature, from one or more of the Releasees.
- 7.2 Without limiting any other provisions herein, each Class Member, whether or not she, he or they submits a claim or otherwise receives an award from the Claims Administrator, will be deemed by this Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims.

- 7.3 Each Class Member, whether or not she, he or they submits a claim or otherwise receives an award, will be forever barred and enjoined from continuing, commencing, instituting or prosecuting any civil action or proceeding in any civil court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting against any of the Defendants or Releasees any claims that relate to or constitute any Released Claims.

Dismissal of the Action

- 7.4 The Final Order shall include a term that the Action is dismissed with prejudice and without costs.

ARTICLE 8 – TERMINATION OF SETTLEMENT AGREEMENT

Right of Termination

- 8.1 The Defendants, the Plaintiffs and Settlement Class Counsel shall have the right to terminate this Settlement Agreement, in the event that:
- (a) the Court declines to approve this Settlement Agreement or any material term or part thereof; or
 - (b) the content of the Final Order approved by the Court fails to comply in any material respect with the terms of this Settlement Agreement.
- 8.2 To exercise a right of termination, a terminating party shall deliver a written notice of termination no later than 15 (fifteen) days after the triggering event in Article 8.1. Upon delivery of such a written notice, this Settlement Agreement shall be terminated.

If Settlement Agreement is Terminated

- 8.3 If this Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, any order approving any aspect of this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise.
- 8.4 If this Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Claims Administrator shall transfer the Settlement Amount, plus interest accrued, to Defence counsel, in trust.
- 8.5 If this Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, all negotiations, statements and proceedings relating to the settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before the Settlement Agreement was executed.

- 8.6 The Parties expressly reserve all of their respective rights if the Court does not approve this Settlement Agreement, subject to the exception set out in Article 8.1(b).

Survival of Provisions After Termination

- 8.7 If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Article 8 and Articles 5.7, 5.13, 5.26, 6.6, and 11.3 and the Recitals, Schedules and Definitions applicable thereto shall survive the termination and continue in full force and effect, but all other terms shall be void and of no further force or effect, and may not be relied upon by any party for any purpose whatsoever in respect of the ongoing prosecution of the Action.

ARTICLE 9 – LEGAL FEES

- 9.1 Settlement Class Counsel will bring a motion to the Court for approval of Class Counsel Fees contemporaneously with the Plaintiffs' motion for settlement approval. The Defendants will not take any position with respect to the amount of fees requested by Class Counsel.
- 9.2 Class Counsel Fees as approved by the Court will be paid out of the Settlement Amount held in the Claims Administrator's Account.
- 9.3 If any Class Members retain lawyers to assist them in making their individual claims in this Settlement, the Class Members shall be personally responsible for the payment of the legal fees and expenses of such lawyers, and such lawyers shall not be paid from the Settlement Amount and/or Class Counsel's Fees.

ARTICLE 10 – NO ADMISSION OF LIABILITY

- 10.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute of law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations made in the Action.
- 10.2 The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal as an admission of any violation of any statute of law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations made in the Action. However, nothing in this section shall prevent the Parties from filing the Settlement Agreement or any document related thereto in evidence in order to seek Court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

ARTICLE 11 – MISCELLANEOUS

Headings, etc.

11.1 In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement”, “the Settlement Agreement”, “Settlement”, “hereof”, “hereunder”, “herein”, “hereto”, and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.

Ongoing Jurisdiction

11.2 The Court shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of this Settlement Agreement.

Governing Law

11.3 This Settlement Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario.

Entire Agreement

11.4 This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, or memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in this Settlement Agreement. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court before it shall be binding on the Parties.

Binding Effect

11.5 On the Effective Date this Settlement Agreement shall be binding upon, and inure to the benefit of the Releasors, the Releasees, Class Counsel, and the Claims Administrator.

Counterparts

11.6 This 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, PDF or electronic signature shall be deemed an original signature for purposes of executing this Settlement

Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed, .PDF or other electronic format provided that it is duly executed.

Negotiated Agreement

- 11.7 This Settlement Agreement has been the subject of negotiations and a mediation between the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

Language

- 11.8 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. A French translation of all notices required by this Settlement Agreement shall be paid for as an Administration Expense.

Recitals

- 11.9 The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

Acknowledgements

- 11.10 Each of the Parties hereby affirms and acknowledges that:
- (a) she, he, they, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understands the Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to her, him, or the Party's representative by her, his, their or its counsel; and
 - (c) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

Authorized Signature

- 11.11 Each of the undersigned represents that she, he, they, or it is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

Notice

- 11.12 Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be

provided by email, facsimile, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiffs and for Class Counsel:


Sabrina Lombardi
McKenzie Lake Lawyers, LLP
1800-140 Fullarton Street
London, ON N6A 5P2
Telephone: 519.667.2645
Facsimile: 519.672.2674
Email: sabrina.lombardi@mckenzlake.com

For The Defendants:

David Boghosian
Boghosian + Allen LLP
1000-65 Queen Street West
Toronto, ON M5H 2M5
Telephone: 416.367.5558
Facsimile: 416.368.1010
Email: dgb@boglawn.ca

The Parties, by their counsel, have executed this Settlement Agreement effective as of the date on the cover page.


Dated at London, this 13th day of July, 2023

DocuSigned by:

B810AAA0E27C4DC

Sabrina Lombardi
McKenzie Lake Lawyers, LLP

Lawyers for the Plaintiffs and Class

Dated at Toronto, this 13th day of July, 2023

DocuSigned by:

8A972C3A69614BE

David Boghosian
Boghosian + Allen LLP

Lawyers for the Defendants

SCHEDULE “A”

CLAIMS PROGRAM AND DISTRIBUTION PROTOCOL

A. OVERVIEW

The Claims Program and Distribution Protocol has been developed with a view to providing restorative justice to the Class Members or their Estates, and to limit the chances of causing further trauma to Class Members.

The Claims Program and Distribution Protocol is intended to address the harms endured by the former boarding students of GCC. The Ontario Superior Court held at the trial of the common issues, and the Ontario Court of Appeal upheld, that GCC was negligent and its staff failed to fulfill and/or were grossly negligent in fulfilling their fundamental obligations to Class Members during the entirety of the Class Period and that this could cause harm. More specifically, the Courts affirmed that GCC utilized practices and policies which amounted to child abuse: they created an environment of control, intimidation and humiliation that fostered and inflicted enduring harms on its students.

The Claims Program and Distribution Protocol is intended to provide closure and support for healing of eligible Class Members. The financial compensation serves an important symbolic function in acknowledging the harms endured by the eligible Class Members.

Key elements of the Claims Program and Distribution Protocol are that the Class Members will not be subjected to an adversarial adjudicative process and the claims program is confidential. The Claims Program and Distribution Protocol provides Class Members with a claims-based compensation program, with two levels of compensation. The first level of compensation only requires a claimant to solemnly declare that he/she/they were harmed without having to provide any further details (“Group A”). Payments in Group A will be based on the length of time the Class Member boarded at GCC. A second level of compensation will be available for Class Members that can provide details of severe psychological and/or physical harms relating to their experiences at GCC or that claim sexual abuse during the Class Period (“Group B”). Payments in Group B will be awarded based on a Points-System and, require additional documentation to support the claim.

B. CLAIMS ADMINISTRATION

Claims will be adjudicated by the Court-appointed Claims Administrator and Claim Evaluators. The Claims Administrator and Claim Evaluators will offer its services to Class Members in English and, upon request, in French.

Confidentiality

The Claims Administrator will adhere to a confidentiality agreement and keep confidential any information concerning Class Members. The Claims Administrator will institute and maintain procedures to ensure that the identity of all Class Members and all information regarding any claims and submissions made by Class Members is kept strictly confidential.

In any reports delivered to the Court or to Defendants' Counsel, the Claims Administrator shall refer to the Class Members only by a unique claims identifier number, and not by their names.

At the conclusion of the claims administration process, any information obtained by the Claims Administrator shall be securely deleted and destroyed.

Making a Claim

In order to receive a payment from the Settlement Fund, each Class Member must complete, execute and deliver to the Claims Administrator: (1) a Claim Form, and, (2) other documents required if asserting a Group B claim, all by the Claims Deadline.

Completed Claim forms, along with any supporting documentation, must be received by the Claims Administrator no later than 11:59 pm ET on the Claims Deadline.

Claims may be completed online, mailed, couriered or emailed in a PDF format to the Claims Administrator. Mailed claim forms will be deemed to have been received by the Claims Administrator on a timely basis if they are postmarked as received by Canada Post by 11:59 pm ET on the Claims Deadline.

The Claim Form will be made available to Class Members in both a paper and web-based formats.

Claim Determinations

The Claims Administrator, in its sole discretion, will determine eligibility of claims: whether a claim form has been properly completed and supported and whether a Claim has been validly asserted by a Class Member, such that they are an Eligible Class Member. These decisions along with payment allocations to Eligible Claimants are final decisions, and not subject to appellate (Court) review.

The Claims Administrator will appoint Claims Evaluators¹ who will assess each Class Members' claim to determine eligibility, and the payment to be allocated to the Eligible Claimants based on the type of claim advanced (i.e. Group A or Group B claims), from the Settlement Fund. Claim Evaluators will be compassionate individuals who have experience dealing with survivors of

¹ Claims Evaluators must act in good faith, not in a conflict of interest and must swear a statutory declaration committing to maintain all information that they receive in the utmost confidence. The Claims Administrator shall have full discretion to discharge and replace any Claims Evaluator who is not acting in keeping with the claims evaluation criteria or the spirit of the Claims Program and Distribution Protocol

trauma, and have an understanding of the restorative principles underlying this Claims Program and Distribution Protocol.

The Claims Administrator/Evaluators will conduct these evaluations as soon as possible after receiving claims and will not wait until the end of the Claim Period. (The Claims Period runs for 9 months from the Claims Deadline).

Stage 1: Claim Confirmations and Deficiency Period

The Claims Administrator will confirm receipt of the claim, and advise the claimant of any deficiencies with their application within 90 days of receipt of the claim application, or the Claims Deadline (“Confirmation and/or Deficiency Letter”).

The Claims Administrator will provide the Class Member with at least 90 days or such longer time as the Claims Administrator may allow, to cure any such deficiencies and submit a complete claim before the Claims Administrator makes a final decision on the validity of their claim.

The Claims Administrator may also contact claimants directly, to obtain further information to assist the claimant in completing an incomplete claim by conducting an in-person interview with the claimant, which may be held by telephone, or video conference as agreed between the claimant and the Claims Administrator.

Stage 2: Claim Determinations

Once all deficiencies or the timeframes for resolving them have passed (“Deficiency Period”), the Claims Administrator will have 6 months (180 days) from the close of the Deficiency Period to determine claimant eligibility (“Claim Determination Period”). The Claims Administrator will advise all claimants whether or not their claim is eligible for payment from the Settlement Fund within 14 days of the Claim Determination Period (“Determination Letter”).

Each claimant whose claim is approved and awarded a payment from the Settlement Fund shall be notified of that fact by the Claims Administrator via the Determination Letter, with a copy to Settlement Class Counsel and any other representative authorized by the claimant. Determination Letters shall provide the amount of payment awarded to the Eligible Class Members, along with brief written reasons for the basis of the approval.

Eligible Claimants who made successful claims will have 30 days from the date of the Determination Letter to request reconsideration of their payment amount and provide further evidence satisfactory to the Claims Administrator supporting their request for reconsideration. Failure to provide additional evidence to support the reconsideration within the 30 day period will result in the automatic denial of the claimant’s request for reconsideration (“Reconsideration Requests”). There is no right of appeal following the reconsideration by the Claims Administrator.

A Determination Letter will also be provided by the Claims Administrator to each claimant whose claim is denied, with a copy to Settlement Class Counsel and any other representative authorized by the claimant, including brief written reasons why the claim has been denied. Any claimant whose claim is denied will have 30 days from the date of the Determination Letter to

provide further evidence satisfactory to the Claims Administrator demonstrating that they are a Class Member and/or substantiating payments under one of the claim categories. Failure to provide such evidence within the 30 day period will result in the claimant being conclusively excluded from being an Eligible Class Member ("Reconsideration Requests"). There is no right of appeal following the reconsideration by the Claims Administrator.

The Claims Administrator will have 90 days from the receipt of the Reconsideration Requests to make final claim determinations ("Reconsideration Period"). Within 30 days of the Reconsideration Period, the Claims Administrator will advise the claimant of their final claims determination ("Final Determination Letter").

Stage 3: Payments

Once all claims have been finally determined the Claims Administrator will forward payments from the Settlement Fund to Eligible Claimants, pursuant to either the Determination Letter or Final Determination Letter within 30 days of the Final Determination Letters. .

If the total value of the payments awarded to all Eligible Claimants exceeds the Settlement Fund, all Eligible Claimant payments will be pro-rated downwards accordingly.

If the total value of the payments awarded to all Eligible Claimants is less than the total Settlement Fund, all Claimants will share in the excess, on a pro-rata basis.

If, after six months from the completion of the distribution of the Settlement Funds to all Eligible Claimants there remains any amount, or there are cheques that have become stale dated without being cashed, then such amounts remaining in the Settlement Fund shall be paid on a pro-rata basis to all Group B Eligible Claimants, on a pro-rata basis.

C. CLAIM CATEGORIES

All Class Members may be eligible for payment under the following compensation categories:

Group A- Common Experience Claim

Group B - Severe Harm Claim including Severe Psychological and/or Physical Harm and/or Sexual Abuse.

Payment in any one of the categories is not guaranteed. Class Members must meet all eligibility requirements, including documentary requirements and filing deadlines.

Class Members are former students who both attended *and* boarded at GCC between September 1973 and July 1997 (excluding children and grandchildren of Charles Farnsworth and/or Alastair Haig), who did not validly opt-out of the proceedings.

Claims may be brought by Class Members or by the Estates of deceased Class Members.

Group A – Common Experience Claim

All Class Members share a Common Experience in having attended and boarded at GCC during the Class Period (September 1973 and July 1997) and having been subjected to controlling, demeaning, intimidating, and humiliating acts, as well as excessive physical and/or psychological punishment.

Payments to Eligible Class Members under this category will be determined based on the amount of time they attended and boarded at GCC during the Class Period.

Less than 1 School Year ²	\$ 1,500
1 School Year	\$ 3,000
1-2 School Years	\$ 6,000
3-4 School Years	\$ 12,000
4+ School Years	\$ 24,000

Common Experience Claims require proof of/confirmation of Class Membership, along with the completion and execution of a Claim Form, including a statutory declaration.

The Claims Administrator will be provided with a Class Member List to establish class membership and eligibility under this category, but additional documents may be required to support class membership. Claimants may be asked to provide additional documents and/or further information to prove their membership in the Class – without which, they may not qualify for payment.

Groups B: Severe Psychological and/or Physical Harm and/or Sexual Abuse

Class Members that suffered severe harms as a result of their time at GCC and exposure to the Common Experiences may seek additional compensation, in addition to their Common Experience payment.

To qualify for additional compensation, claimants must provide evidence of severe psychological injury (i.e. mental-health illness/disorder diagnosis), or physical injury (i.e. surgery and/or ongoing physiotherapy) linked to their experiences at GCC, or incidences of sexual abuse.

In addition to the completion and execution of the Claim Form, claims made in this category for severe psychological and physical harms also require the provision of a sworn/solemnly affirmed Impact Statement along with medical records. Claims regarding sexual abuse require the provision of a sworn/solemnly affirmed Impact Statement (in addition to the completion and execution of the Claim Form).

² A school year is 10 months, between September and June

The Claims Administrator may also request additional information from the claimant if they conclude that a decision cannot be reasonably made about points allocation without additional information. The additional information may be provided by the claimant in writing, through additional documentation or witness statement or through a personal interview to take place by telephone or video conference. Settlement Class Counsel or a lawyer or advisor of the claimant's own choosing may attend the personal interview to assist the claimant in establishing their claim.

Medical records include clinical notes and records from primary care physicians or nurse practitioners, psychiatrists, psychologists, licensed mental health counsellors, clinicians and/or therapists, psychiatric or mental health nurse practitioners, physiotherapists, certified specialty physicians, hospitals and/or specialty clinics. (Medical records do not include homeopathy, reiki, naturopathy and acupuncture or any other alternative health practitioners and/or clinics).

Psychological Harm

Compensable Psychological Harms for the purposes of this Settlement means:

- Substance Use/Abuse Disorder
- Eating Disorder/Disordered Eating
- Personality Disorder
- Dissociation
- Somatization
- Conduct Disorder
- Oppositional Defiant Disorder
- Inappropriate Coping Behaviour
- Problems with Sexuality/Inappropriate Sexual Behaviours or promiscuity/Problems with Intimacy
- Anxiety and/or Panic Attacks
- Acute Stress Disorder
- Depression or Major Depression Disorder
- PTSD/CPTSD
- Self-Harm (including suicidal ideation and suicide attempts)
- Anger, aggression, rage
- Panic Attacks
- Insomnia, night terrors, nightmares of abuse and sleepwalking
- Other personality and/or psychotic disorders requiring medical treatment and counselling

In order to qualify, claimants must provide medical records diagnosing and/or documenting the condition, and that it is, in whole or in part, related to their time and experience at GCC.

Physical Harm

Compensable Physical Harms for the purposes of this Settlement include ongoing medical treatment (i.e. surgeries, rehabilitation or physiotherapy) from injuries sustained at GCC, relating to:

- Excessive Corporal Punishment (i.e. use of Paddle to inflict Corporal Punishment leading to prolonged injury).
- Harsh Discipline, including work-tasks assigned to students on Discipline (on “D”) that were physically debilitating or harmful to health and safety. Some examples include:
 - Manual labour tasks that are difficult and painful, i.e. causing bleeding or pain.
 - Manual labour tasks that put students at health and/or safety risk.

In order to qualify for compensation, claimants must provide medical records diagnosing and/or documenting the treatments, and that they are related, in whole or in part, to the physical harm(s) experienced at GCC.

Sexual Abuse

Sexual Abuse claims for the purposes of this Settlement include single or multiple incidents of the following:

- Forced kissing and/or nudity
- Groping of genitals, buttocks and/or breast area by perpetrator and/or forced groping or touching of genitals, buttocks and/or breast area of perpetrator
- Rape/Sexual Penetration (oral, annal or vaginal)

Claimants alleging sexual abuse must provide a sworn/solemnly affirmed Impact Statement, setting out the nature of the incident(s) alleged to have been experienced by the claimant while at GCC during the Class Period, along with the details relating to the time period, specific date(s) of the incident(s), location, individuals involved, witnesses, if any, and reports made, if any (and to whom those reports where made).

Claim Determinations

The Claims Administrator will employ their discretion in determining the claims in this category. The Claims Administrator and/or Claims Evaluator shall draw all reasonable and favourable inferences that can be drawn in favour of the claimant. They will provide reasons to the claimant in the Determination/Rejection Letters, including the specific factors considered and their analysis of those factors in relation to the Class Member’s claim.

Payments in this category will be awarded based on a points-system (see below). Claimants may qualify for compensation in this category for one or more reasons, however ***in no event shall an award in this category exceed \$50,000, and in no event shall a claimant be awarded more than \$74,000 in total compensation (including the Common Experience Payment).***

Points-System.

Points will be allocated on the following basis:

	POINTS
Psychological and/or Physical Harm	
Eligible Class Member was diagnosed with a qualifying condition ³ that is, in whole or in part, related to their time and experience at GCC and underwent medical/psychological treatment, in whole or in part related to their experience(s) at GCC, for less than 5 years,	10
Eligible Class Member was diagnosed with a qualifying condition ⁴ that is, in whole or in part, related to their time and experience at GCC and underwent medical/psychological treatment, in whole or in part related to their experience(s) at GCC, for more than 5 years	20
Eligible Class Member underwent physiotherapy, in whole or in part related to their experience(s) at GCC ⁵	20
Eligible Class Member was hospitalized for psychological injury (qualifying condition) or physical treatment and/or underwent surgery in whole or in part related to their experience(s) at GCC	30
Sexual Abuse	
Single incident of forced kissing and/or nudity	20
Single incident of Groping of genitals, buttocks and/or breast area by perpetrator, and/or forced groping/touching of genitals, buttocks and/or breast area of perpetrator	30
Multiple incidents of forced kissing and/or nudity	30
Multiple incidents of Groping of genitals, buttocks and/or breast area by perpetrator, and/or forced groping/touching of genitals, buttocks and/or breast area of perpetrator	40
Rape/Sexual Penetration (oral, annal or vaginal)	50

D. TIMELINES AND DEADLINES

All timelines and deadlines as set out in the Settlement Agreement, or by the Claims Administrator (in case of the deficiency periods) must be strictly abided by, failure of which will result in the denial of the claim and/or reconsideration.

Claims Deadline	The final date on which claims can be received for consideration by the Claims Administrator for eligibility and payment from the Settlement Fund
Claims Period	9 months from the Claims Deadline

³ See Psychological Harm List above

⁴ See Psychological Harm List above

⁵ Experiences at GCC include those listed in the Physical Harm List above

Deficiency Deadline	90 days, (or such longer time as the Claims Administrator may allow), from receipt of the Deficiency Letter to cure any such deficiencies and submit a complete claim for consideration
Supplementary Deadline	All supplemental information for claims and further submissions must be provided to the Claims Administrator no later than the Claims Period end (9 months following the Claims Deadline)
Claim Determination Period	6 months from the Deficiency Deadline
Reconsideration Requests	30 days from the receipt of the Determination Letter
Reconsideration Period	90 days from the receipt of the Reconsideration Requests

SCHEDULE “B”

Court File No. CV-08-CV347100-CP00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) THE _____
)
)
JUSTICE PAUL M. PERELL) DAY OF _____, 2023

B E T W E E N :

LISA CAVANAUGH, ANDREW HALE-BYRNE, RICHARD VAN DUSEN, MARGARET
GRANGER AND AMANDA AYLESWORTH THE EXECUTOR FOR THE ESTATE OF TIM
BLACKLOCK

Plaintiffs

- and -

GRENVILLE CHRISTIAN COLLEGE (“GCC”), DONALD FARNSWORTH AND BETTY
FARNSWORTH FOR THE ESTATE OF CHARLES FARNSWORTH AND JUDY HAY THE
EXECUTRIX FOR THE ESTATE OF J. ALASTAIR HAIG

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(SETTLEMENT APPROVAL)**

THIS MOTION made by the Plaintiffs for an Order approving the settlement agreement entered into with the Defendants, appointing Epiq Class Action Services as Claims (and Notice)

Administrator, and dismissing this action, was heard this day by judicial videoconference at Toronto.

ON READING the materials filed, including the settlement agreement dated [insert date] attached to this Order as Schedule “A” (the “Settlement Agreement”), [any objections filed] and on hearing the submissions of counsel for the Plaintiffs and the Defendants [and any objectors];

ON BEING ADVISED that Epiq Class Action Services consents to be appointed as Claims Administrator;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order:

1. **THIS COURT ORDERS** that for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Defendants in accordance with the terms thereof, and upon each member of the Class who did not validly opt out of this Action, including those persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg. 194 are dispensed with in respect of the Action.
4. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
6. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 8, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

7. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in 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 proceeding, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim.
8. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
9. **THIS COURT ORDERS** that the Class Members shall be given notice of this Order in substantially the forms set out in Schedule B to the Settlement Agreement and in accordance with the Notice Plan at Schedule E to the Settlement Agreement.
10. **THIS COURT ORDERS AND DECLARES** that Epiq Class Action Services is appointed as the Claims and Notice Administrator (“Administrator”).
11. **THIS COURT ORDERS** that the Administrator shall provide notice of this Order pursuant to the Notice Plan, facilitate the claims administration process, and report to the Court and the Parties in accordance with the terms of the Settlement Agreement.
12. **THIS COURT ORDERS** that the Administrator and Settlement Class Counsel shall use the information in the Student Class Member List for the sole purposes of effecting notice of the settlement approval to the Class and for facilitating the claims administration process, and for no other purpose.
13. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

14. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.
15. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class.
16. **THIS COURT ORDERS** that, upon the Effective Date, the Action is hereby dismissed without costs and with prejudice.
17. **THIS COURT ORDERS** that there shall be no costs of this motion.

The Honourable Justice Perell

SCHEDULE “C”

IMPORTANT NOTICE ABOUT THE CLASS ACTION LAWSUIT AGAINST GRENVILLE CHRISTIAN COLLEGE (“GCC”)

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

If You Attended and Boarded at GCC Between September 1973 and July 1997 (and you are not a child or grandchild of Charles Farnsworth and/or Alastair Haig and you have not previously validly opted-out) you are a Class Member and this Notice is for you.

A Settlement has been reached and was approved by the Court. The all-inclusive amount of **\$10,875,000** has been paid by the Defendants’ Insurers to settle the class action in return for releases and a dismissal of the lawsuit.

The deadline to make a claim in the Settlement is: **DATE**.

For more details and information about how to make a claim, please go to <https://www.mckenzielake.com/the-grenville-christian-college-class-proceeding/> or **[insert EPIQ website info]**. You may also call **[insert EPIQ phone number]** for more information.

SCHEDULE “D”

IMPORTANT NOTICE ABOUT THE CLASS ACTION LAWSUIT AGAINST GRENVILLE CHRISTIAN COLLEGE (“GCC”)

If You Attended and Boarded at GCC Between September 1973 and July 1997 (and you are not a child or grandchild of Charles Farnsworth and/or Alastair Haig and you have not previously validly opted-out) you are a Class Member and this Notice is for you.

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

A Settlement has been reached between the parties in the GCC lawsuit and was approved by the Court. The all-inclusive amount of **\$10,875,000** has been paid by the Defendants’ Insurers to settle the class action in return for releases and a dismissal of the lawsuit.

A copy of the Settlement Agreement is available at: [\[add hyperlink for online notices\]](#). You can also request a paper or electronic copy from Class Counsel or the Claims Administrator (contact information below).

If you are a Class Member, you may make a claim for payment under the Settlement. The deadline to make a claim is **DATE**.

1. THE LAWSUIT

The class action lawsuit was commenced in 2008 by and on behalf of former boarding students of GCC, (who boarded/attended between September 1973 and July 1997). It took many years before the lawsuit was determined to be allowed to proceed by way of class action (“certified”), and many more years to make its way through a common issues trial and appeal therefrom.

The lawsuit alleged (and the Ontario Superior Court in 2020, and the Ontario Court of Appeal in 2021 have since affirmed) that GCC utilized practices and policies which amounted to child abuse: they created an environment of control, intimidation and humiliation that fostered and inflicted enduring harms on its students.

Rather than proceed with the next stage of the class action: the individual class member claim determination stage, the parties were able to reach an agreement to settle the individual class member damages.

2. SETTLEMENT OVERVIEW

The Settlement is intended to provide closure and support for healing for Class Members. The financial compensation under the Settlement is meant to serve a symbolic function in acknowledging the harms endured by the Class Members. Key elements of the Settlement are that Class Members will not be subjected to an adversarial adjudicative process and the claims program is confidential and paper-based.

3. WHAT PAYMENTS ARE AVAILABLE UNDER THE SETTLEMENT?

The Settlement provides Class Members with two levels of compensation.

1. Group A- Common Experience Claim

- All Class Members share a Common Experience in having attended and boarded at GCC during the Class Period (September 1973 and July 1997) and having been subjected to controlling, demeaning, intimidating, and humiliating acts, as well as excessive physical and/or psychological punishment
- Payments to Eligible Class Members under this category (“CEP”) will be determined based on the upon the amount of time they attended and boarded at GCC during the Class Period.

Less than 1 School Year ¹	\$ 1,500
1 School Year	\$ 3,000
1-2 School Years	\$ 6,000
3-4 School Years	\$ 12,000
4+ School Years	\$ 24,000

- Common Experience Claims require proof of/confirmation of Class Membership, along with the completion and execution of a Claim Form, including a statutory declaration.
- The Claims Administrator will be provided with a Class Member List to establish class membership and eligibility under this category, but additional documents may be required to support Class Membership. Claimants may be asked to provide additional documents and/or further information to prove their membership in the Class – without which, they may not qualify for payment.

¹ A school year is 10 months, between September and June

2. Group B – Severe Psychological and/or Physical Harm and/or Sexual Abuse

- Class Members may seek additional compensation, if they can provide objective evidence of severe psychological injury (i.e. mental-health illness/disorder diagnosis and treatment), or physical injury (i.e. surgery and/or ongoing physiotherapy) linked to their experiences at GCC, or incidences of sexual abuse.
- To qualify for additional compensation, claimants must provide:
 - i. A sworn/solemnly affirmed Impact Statement, along with objective evidence (medical records) of severe psychological injury (i.e. mental-health illness/disorder diagnosis), or physical injury (i.e. surgery and/or ongoing physiotherapy) linked to their experiences at GCC; and/or
 - ii. A sworn/solemnly affirmed Impact Statement detailing incidences of sexual abuse (including details relating to the time period, specific date(s) of the incident(s), location, individuals involved, witnesses, if any, and reports made, if any (and to whom those reports were made)).
- Payments in this category will be awarded based on a points-system. While claimants may qualify for compensation in this category for one or more reasons, *in no event will an award in this category exceed \$50,000*
- If a claimant is denied compensation in this category, their CEP is unaffected

Payment in any one of the categories is not guaranteed. Class Members must meet all eligibility requirements, including documentary/evidentiary requirements and filing deadlines. *In no event shall a claimant be awarded more than \$75,000 in total compensation* (“CEP” and Group B award combined).

4. MAKING A CLAIM

If you want to make a claim for payment, you must complete a Claim Form, and provide the required supporting documentation to the Claims Administrator by **DATE**.

A copy of the Claim Form can be accessed on the Claims Administrator’s website, or by contacting the Claims Administrator:

Epiq Class Action Services

Attention: GCC Class Action

???

London, ON NXX XXX

Fax: xxx

Toll-Free: 1-8XX-XXXX

Website: www. XXXX

Email: info@XXXX

If you require assistance in completing your Claim Form, or in answering any additional questions about the Settlement, you can contact the Claims Administrator (Epiq, above) or Class Counsel:

McKenzie Lake Lawyers LLP	
1800-140 Fullarton Street London, ON N6A 5P2 Attention: <u>Chanele Rioux-McCormick or Christina Noble</u>	
Email: <u>GCC@mckenzielake.com</u>	
Torkin Manes LLP	Haber & Associates Lawyers
151 Yonge Street, Suite 1500 Toronto, ON M5C 2W7 Attention: Valerie Edwards	3370 South Service Road, 2nd Floor Burlington, ON L7N 3M6 Attention: Christopher Haber
Email: <u>vedwards@torkinmanes.com</u>	Email: <u>christopher@haberlawyers.com</u>
T: (416) 863 1188	T: (905) 639 8894

WEBSITE: <https://www.mckenzielake.com/the-grenville-christian-college-class-proceeding/>

SCHEDULE “E”

Notice Distribution Plan **Notice of Settlement Approval**

1. As soon as practicable following the approval of the Settlement and Settlement Notice, and the signed Order appointing the Claims and Notice Administrator (“the Administrator”), Settlement Class Counsel will provide the Administrator with the Class Member List.
2. As soon as practicable, upon receiving the Class Member List, the Administrator will make any updates necessary to the Class Member contact information (addresses and email addresses), based on the previous notice distribution.
3. Once the Class Member List is updated, the Administration will:
 - a) Send a paper mail Notice (short form), in English only, to the last-known address of all persons on the Class Member Notice List;
 - b) Email the Notice to all persons on the Class Member Notice List;
4. The Claims Administrator and Settlement Class Counsel will provide a paper version of the Claim Form to any Class Member who requests one, and will post the electronic version of the Claim Form on their webpages dedicated to this Action.
5. Settlement Class Counsel will issue a national press release in English and French advising of the proposed settlement, briefly outlining the key features of the settlement, including the deadline to file a claim, and will include a link to the Settlement Notice on Class Counsel’s web page dedicated to this proceeding.
6. Settlement Class Counsel will also provide a link to the Notice on the private social media group sites relating to this matter that are administered by the Representative Plaintiffs, along with a brief update advising of key terms of the settlement, and explaining the procedure for making a claim, including how to contact the Claims Administrator and the claims deadline.
7. Settlement Class Counsel will post the Settlement Notice on their social media channels and include a link to their webpage containing the Settlement Notices and Claim Form.
8. The Representative Plaintiffs may post a link to the short-form and long-form Settlement Notices on Settlement Class Counsel’s webpage on their personal social media accounts.