

SUPREME COURT OF NOVA SCOTIA

Citation: *Martell v Nova Scotia (Attorney General)*, 2026 NSSC 36

Date: 20260202

Docket: Hfx No. 447198

Registry: Halifax

Between:

Richard Robert Martell and Michael Harry Gerald Perrier

Plaintiffs

v.

The Attorney General of Nova Scotia, representing His Majesty the King
in right of the Province of Nova Scotia and Atlantic Provinces Special Education
Authority

Defendants

DECISION ON COSTS

Judge: The Honourable Justice Peter P. Rosinski
Heard: November 28, 2025 in Halifax, Nova Scotia
Written Decision: February 2, 2026
Counsel: Raymond Wagner, KC, Maddy Carter and Kate Boyle for
the Plaintiffs
Catherine Lunn and Agnes MacNeil KC for the Attorney
General of Nova Scotia
Dillon Trider and Laura Graham for Atlantic Provinces
Special Education Authority

By the Court:

Introduction

- [1] This proceeding is by way of class action.
- [2] It deals with abuse in the institutional context of schools for persons who were significantly hearing impaired, when they attended those schools.
- [3] A Settlement Agreement has been reached between the parties.
- [4] To the credit of all parties, it contains provisions that are historic, in that they are expressly centred on the victims of the various abuses and sensitive to their needs - see Appendix “A” attached hereto
- [5] Such agreements also must be approved by this Court, before they become effective.
- [6] This decision addresses two motions: namely, whether the Court should approve:
- i. the Settlement Agreement pursuant to section 38 of the *Class Proceedings Act*, S.N.S. 2007, c. 28; and
 - ii. Payment of the Class Counsel Fee and Disbursements pursuant to section 41 of the *Class Proceedings Act*, S.N.S. 2007, c. 28.
- [7] A comprehensive reference to the background and the litigation can be found in the affidavits of Richard Robert Martell/Michael Harry Perrier filed October 28, 2025; Maddy Carter filed August 12, 2025; and three from Kate Boyle, filed October 28, 2025, November 14, 2025, and November 21, 2025.
- [8] I am satisfied that:
- i. the Settlement Agreement should be approved - it meets the criteria of being, fair, reasonable, and in the best interests of the Class;¹
 - ii. the modest amounts of \$15,000 honoraria should be paid to Messrs. Martell and Perrier. Their courageous decision to become the

¹ I announced my decision in open court on November 28, 2025, with reasons to follow.

- Representative Plaintiffs and commit themselves over more than a decade to seeing this litigation through to a successful end in favour of the entire Class of individuals who suffered institutional abuse spanning many decades, was primarily motivated by the desire to achieve public acknowledgement for what happened and various forms of compensation tailored to the specific circumstances of the Class;²
- iii. the Class Counsel “Fee and Disbursements” should be approved to a maximum of \$12,529,710.10; and for a total of \$100,161.40.³

Background

[9] Richard Robert Martell and Michael Harry Perrier are Representative Plaintiffs on behalf of a class of individuals who had made claims against the Attorney General of Nova Scotia (“[Nova Scotia]”) and the Atlantic Provinces Special-Education Authority (“APSEA”) which were responsible for the students who attended the School for the Deaf located in Halifax, Nova Scotia (“the Halifax School”) and the Inter-Provincial School for the Education of the Deaf (formerly Resource Centre for the Hearing Impaired and the Resource Centre for the Hearing Handicapped, and originally known as the Interprovincial School for the Deaf in Amherst, Nova Scotia (“the Amherst School”).

[10] The claims are nominally for “negligence and breach of fiduciary duty in respect of the Defendant’s operation, supervision and management of [the Halifax School and the Amherst School]” and involve various forms of serious abuses.

[11] On September 21, 2015, Messrs. Martell and Perrier, as Representative Plaintiffs, both signed a Contingency Fee Agreement (“CFA”) with the law firm, Wagners.

[12] On January 13, 2016, a Notice of Action with a Statement of Claim was filed against both Defendants.

[13] On January 31, 2019, the Plaintiffs’ motion for Certification as a Class Action was granted by Order of Justice Patrick J. Duncan.

² See also ACJ Jamieson's references at paragraphs 27 - 29 in *Estey v. Attorney General (Nova Scotia)*, 2025 NSSC 68; and an interesting discussion of the theoretical underpinnings of honoraria payments, which can be found in Suzanne Chiodo's article: "Tawdry or Honourable? Additional Payments to Representative Plaintiffs in Ontario and Beyond": *Osgood Hall Law Journal*, Volume 61, No.1 (2024), pp. 273 - 318.

³ See Justice Wood's reasons (as he then was) in *Sweetland v. GlaxoSmithKline Inc.*, 2019 NSSC 136 at paras. 28-31.

[14] In that Order, “Class Members” are defined as: “all former students who between 1913 and 1995 attended and/or resided at one or both of the schools.”

[15] “Eligible Class Members” are defined as: “all Class Members who were alive on or after January 31, 2019.”

[16] The Order divided the Class into three Subclasses:

- i. all former students who, between **1913 and November 1, 1951**, attended and/or resided at the School for the Deaf, located in Halifax (the Halifax School);
- ii. all former students who, between **November 1, 1951, and 1974**, attended and/or resided at one or both of: (i) the Halifax School; and (ii) the Interprovincial School for the Education of the Deaf; and
- iii. all former students who, between **1974 and 1995**, attended and/or resided at the Interprovincial School for the Education of the Deaf (subsequently named the Atlantic Provinces Resource Centre for the Hearing Handicapped, and in 1989 renamed the Atlantic Provinces Special Education Authority - Resource Centre for the Hearing Impaired).

[17] In April and May 2019, Statements of Defence were filed.

[18] In May 2024, an agreement in principle was reached on the main economic terms of the proposed settlement concerning the SHP (“Systemic Harms Payment”) and the IAP (“Independent Assessment Process”) Payment.

[19] This led to the Settlement herein of up to **\$36,235,702 to directly compensate Eligible Class Members**, plus other amounts to pay for collective indirect benefits (\$3 million), the costs of administering the settlement (\$2.5 million) and payments of honoraria of \$15,000 each to the two Representative Plaintiffs, and the Class Counsel Fee and Disbursements.

[20] A final draft of the Settlement Agreement herein was completed in May 2025.

[21] It was fully executed by all parties on August 11, 2025.

The motions before the Court

1-The Settlement Approval motion⁴

[22] The motion seeks an Order that would approve:

- i. the Settlement Agreement dated August 11, 2025, as being fair and reasonable and in the best interests of the Class;
- ii. the Phase 2 Notice and Phase 2 Notice Plan;
- iii. dismissing this action with prejudice, effective on the Effective Date (“means the later of: 1-the day following the last day on which the Settlement Approval Order may be appealed; and 2-the day following the date of a final determination of any appeal brought in relation to the Settlement Approval Order”);
- iv. the disclosure of the Attendance List to the Administrator and the Administrator’s use thereof in accordance with the Settlement Agreement;
- v. the appointment of Canadian Claims Consulting Inc. to administer the Independent Assessment Process; and
- vi. the payment of honoraria to the Representative Plaintiffs.

[23] Each of the parties hereto is satisfied with the content of the proposed Order and that it be approved by this Court.

[24] I must be satisfied that the proposed settlement is fair, reasonable and in the best interests of the Class.

[25] It is so. I have considered, *inter alia*, the factors listed by ACJ Jamieson at para. 14 in *Estey*.

[26] I note there was one objection raised.⁵

[27] In Kate Boyle's supplementary affidavit, she states:

The objection was submitted to the Administrator on November 12, 2025, and provided to Class Counsel on November 13, 2025. The Objector is a living Class Member. The Class Member communicates four concerns:

⁴ Although in different circumstances, I have had the benefit of the very recent decision by ACJ Jamieson in *Estey, supra*, which considered similar issues in a class action, and in which she relied on Justice Christa Brothers’ reasons in *Gallant v. The Roman Catholic Episcopal Corporation of Halifax*, 2022 NSSC 347.

⁵ The Objection Deadline for Class Members to cite their objection to the Settlement agreement and/or Class Counsel Fee was November 18, 2025.

- (a) the Systemic Harms Payment amounts are too low considering “long term damage to our education, language, emotional health, and future opportunities”;
- (b) the IAP Payment amounts are too low;
- (c) Estates of Class Members who have died before January 31, 2019, should be eligible;
- (d) the Class Counsel Fee being request[ed] is “extremely high” and feels “unbalanced” because many survivors will receive “much less”.

[28] Regarding the SHP and IAP payment amounts, they may appear to some to be “too low”, and particularly it may genuinely seem so to a claimant, who has personally suffered the abuses referenced in the litigation, and who has experienced ongoing trauma.

[29] However, by its nature, a class action does not intend to provide precisely tailored individual compensation to class members.

[30] A class action comprised of many members inevitably requires some common legal position regarding the issues in dispute between the parties, including creating categories of claimants and assigning compensation based on those categories, in light of the total compensation that the Defendants are prepared to pay.

[31] The Class Members rely upon their legal counsel, and specifically their Representative Plaintiffs to “get the best deal” for their membership at large. Such decisions involve complex and conflicting considerations.

[32] The Defendants have a countervailing interest, and without their agreement, there will be a trial.

[33] Thus, Counsel for the Class members must make it so that the Defendants find it to be sufficiently in their interests to not go to trial.

[34] While I acknowledge the objections, I do not find it to be in the interests of justice to override the comprehensive Settlement Agreement reached by the parties⁶.

[35] The process requires Class Members to file Claim Forms for either or both “Systemic Harms Payment” and “Independent Assessment Process” Payment.

⁶ See the comments of Justice Stratas, for the Court, in *Hébert v. Wenham*, 2020 FCA 186 at paragraphs 1 -10.

[36] After a verification process by the Administrator (“a third-party claims administrator mutually agreed to by the Parties and approved by the Court”), who assesses which “Eligible Class Member”(s) qualify as an “Approved Claimant”, those individuals will be entitled to payment from the \$36,235,702 Compensation Fund.

2-The motion for approval of the Class Counsel Fee and Disbursements as payable by the Defendants directly to Class Counsel

[37] This motion is more controversial, as the parties differ substantially.⁷

[38] Class Counsel has been involved since July 2015, and the CFA was signed on September 21, 2015.

[39] The provisions of the CFA can be found in the filed affidavits of Michael Perrier and Richard Martell. Sections 4 and 5 thereof set out the parameters of the financial relationship between the Class and Class Counsel.

[40] Part II of the CFA, entitled “Percentages Recoverable”, reads in part:

I understand that Wagners shall be entitled to a legal fee, which is a percentage of the total value of any settlement or judgement to the class inclusive of any award of costs. The client shall pay, after all reasonable and proper disbursements have been deducted 25% of the collected compensation if the action is resolved before certification. . . . The client shall pay, after all reasonable and proper disbursements have been deducted, 30% of the collected compensation if the action is resolved after certification but before trial. The client shall pay, after all reasonable and proper disbursements have been deducted, 33 1/3 % of the collected or awarded compensation if the action is resolved after commencement of trial.

[My bolding added]

i-what is the proper interpretation of “collected compensation” as that term is used in the CFA?

[41] Defendants’ Counsel have raised the issue of what is the proper interpretation of the term “collected compensation”, as used in the CFA?

⁷ No request to cross-examine was made by the Defendants - I accept the affidavit evidence of Kate Boyle generally, and specifically as filed October 28, 2025, *inter alia*, that a reasonable estimate of the Counsel time docketed and expected to be docketed after the Settlement Agreement is approved, will require between \$850,000 and \$1.5 million in further fees (paras. 132 and 139 - 147).

[42] The touchstone reference in the CFA, states that Class Counsel is: “entitled to a legal fee, which is a percentage of **the total value of any settlement or judgement to the class inclusive of any award of costs** ... after all reasonable and proper disbursements have been deducted”. [My bolding added]

[43] The Class and Class Counsel have agreed that the Class Counsel Fee will be a percentage of the “total value” of an agreed settlement (or a judgment ordered) excluding all reasonable and proper disbursements.

[44] “Collected compensation” is used in relation to the first two scenarios in the “Percentages Recoverable” paragraph cited above. In both those scenarios the matter is resolved by the simple agreement between the parties.

[45] In the third scenario, where “the action is resolved after commencement of trial”, the CFA references “collected or awarded compensation”.

[46] In the latter scenario, two possibilities present themselves: the action may have resolved as a result of an agreement between the parties after trial commencement or at the end of the trial with a finding by the Court in favour of the Class.

[47] This explains why the wording “collected or awarded compensation” is used in the third scenario.

[48] Here I am dealing with scenario two - the relevant language is “collected compensation”.

[49] The CFA is an agreement between the Class Counsel and the Class.

[50] Viewed through that lens, I conclude that the intended interpretation of “collected compensation” is as put forward in the unchallenged evidence of Kate Boyle in her November 14, 2025, filed affidavit, at paragraph 30:

[Regarding the “Percentages Recoverable” provisions of the CFA, Ms. Boyle stated]

I am informed by Mr. Wagner, KC, and verily believe, that the reference to “collected compensation” is intended to address situations where a judgment might be obtained but cannot be collected on, such as in cases of insolvency. It reflects that Class Members would not be responsible to pay fees on funds that are not recovered or paid.

[51] I accept that interpretation.

[52] In present circumstances, the Defendants are not ones from whom Class Members cannot collect their compensation, and therefore the wording “collected compensation” is not anticipated to affect the quantum of compensation payable to the Class.

ii-The implications of the Defendants making direct Class Counsel Fee and Disbursements payment

[53] In contrast to the terms of the CFA, which contemplates that the Class will pay the Class Counsel Fee and Disbursements from the settlement monies, the Settlement Agreement Article 2 specifically sets out the “**Defendants’ Payment Obligations**”⁸.

[54] The Settlement Agreement (as included in the Settlement Approval Order of November 28, 2025) reads:

- 2.1 **The Defendants hereby agree to the payment of the following amounts, in accordance with and subject to the terms and conditions of this Settlement Agreement, including the right of reversion described in section 2.16:**
- (a) Compensation Fund of \$36,235,702, comprised of the SHP Fund of \$14,130,702 and the IAP Fund of \$22,105,000;
 - (b) Collective Redress Fund of \$3 million;
 - (c) Representative Plaintiff Honoraria totaling \$30,000;
 - (d) Administration Fund of \$2,500,000;
 - (e) **Class Counsel Fee;**
 - (f) **Class Counsel Disbursements.**

[55] Article 2.16 reads:

Reversion to Defendants

On the Final Claimant Report Date, the Administrator shall return to the Defendants any undistributed balance of the Compensation Fund and any unspent portion of the Administration Fund, including applicable accrued and undistributed interest (collectively, the “Reverting Funds”. For certainty, no

⁸ I bear in mind the tenor of Justice Ward Branch’s concerns that direct payments by Defendants toward Class Counsel fees tend to create undesirable circumstances - see *Wilson v. DePuy International Ltd.* 2018 BCSC 1192 at paragraphs 131 - 2 and *Irving v. Western Digital Corp.*, 2022 BCSC 108 at paras. 25-32.

portion of the SHP Minimum Payment and accrued interest specific to the SHP Minimum Payment shall form part of the Reverting Funds.

[56] A dispute has arisen, between the Class Counsel and the Defendants, regarding the amount of the Class Counsel Fee and Disbursements that the Court should approve.

[57] I note that, strictly speaking, the Defendants have taken no position on the quantum of costs *per se* that is appropriate; however, they each make significant qualitative submissions, as APSEA stated in its brief at paragraphs 3 - 12: “only intended for the assistance of the Court in coming to its decision”; and as the Attorney General stated in her written submissions (paras. 21-22), her Counsel requests the Court’s permission:

to make limited submissions on the background principles utilized by the Court in fee approval motions, interpretation of the provisions on fees in the Settlement Agreement, and the timing of the payment of the fees approved. ... the Court should exercise its discretion to grant status to the Defendants to make submissions ... on the issue of Class Counsel fees at the Motion for Approval on November 28, 2025, **limited to providing the general legal context of fee approval motions for the Court’s consideration in raising issues related to what would be fair and reasonable in terms of the interpretation of the Settlement Agreement provisions on fees and the timing of the payment of fees approved.**

[My bolding added]

[58] The jurisprudence generally favours defendants having no standing to speak to Class Counsel fees, and further questions whether such defendants can be parties to an appeal - for example see the reasoning in *Parsons v. Canadian Red Cross Society*, [2001] O.J. No. 214; 2001 CPC (5th) 17 (ONCA) at paras. 1-10 which affirmed Justice Winkler’s reasons - [2000] O.J. No. 2374 (SC) at paras. 56-58; and *Endean v. British Columbia and Canada (Attorney General)*, 2000 BCCA 638.

[59] However, the nature of their qualitative arguments is such that they, in the result do tend to chip away at the quantum that might otherwise be payable under the Settlement Agreement to the Class Counsel.

[60] As noted by Class Counsel in its Rebuttal Brief of November 14, 2025, (paras. 1-29) it had taken the position that: the Court should decline to hear from the Defendants entirely regarding the Class Counsel Fee and Disbursements - which argument is not without some sound basis in general terms; and, in part, specifically so here because the Defendants have not given the Class Counsel an opportunity to

negotiate with the Defendants regarding the quantum of the Class Counsel Fee and Disbursements.

[61] Although Class Counsel's argument is reasonable in most cases, however on balance, the Court did not wish to entirely foreclose the Defendants an opportunity to elucidate their position that they only sought to render "assistance" to the Court, particularly given their potential entitlement to the "Reverting Funds" - see also the reasons of MacPherson JA in *Lavier v. MyTravel Canada Holidays Inc.*, 2013 ONCA 92 at paragraphs 32 - 34; *Wilson v. Servier Canada Inc.* [2005] O.J. No. 1039, 9 CPC (6th) 83 at paragraphs 18 - 21 (ONSC); and *Wenham v. Canada (Attorney General)*, 2019 FC 1653 per Phalen J.

[62] After negotiations stretched from May 2024 to August 2025⁹, from the time the Settlement Agreement was reached on August 11, 2025¹⁰ the Defendants have taken on the responsibility to pay the Class Counsel Fee and Disbursements.

[63] I believe it important to state that, in the Court's opinion, having done so, the Defendants are acting honourably which is particularly important here given the nature of the claims.

[64] Article 2.21 thereof states: "The Defendants shall pay to Class Counsel the Class Counsel Fee and Class Counsel Disbursements, as approved by the Court, within the later of ...".

[65] The parties have therefore left in the hands of the Court the assessment of what is an appropriate Class Counsel Fee and Disbursements.

[66] Nevertheless, the CFA remains the touchstone for the Court's assessment of the Class Counsel Fee and Disbursements.

[67] This is so because Class Counsel has taken on this case and conducted it on the basis that it would be compensated under the terms of the CFA.

[68] In the normal course, Class Counsel would have been entitled to be paid their Fee and Disbursements out of the settlement funds which were to be for the benefit of the Class members pursuant to the terms of the CFA.

⁹ Boyle Rebuttal Affidavit, para. 11.

¹⁰ Michael Perrier Affidavit, para. 4.

[69] That the Defendants had agreed to pay the Class Counsel Fee and Disbursements independently of the compensation provisions thereof is a further benefit to the Class.

[70] Let me next examine the CFA and the evidence presented to the Court.

[71] I agree with the tenor of Justice Brothers' reasoning from *Gallant*, 2022 NSSC 347 at paragraph 40, regarding her Class Counsel Fee award, that: "While, I will not apply a presumption in favour of adopting the terms of the Contingency Fee Agreement, the agreement will be a significant consideration in the starting point of my analysis".

[72] Because the Defendants have agreed to pay Class Counsel whatever amounts are approved by the Court as the Class Counsel Fee and Disbursements, I would say, in a broad sense, the Plaintiffs and Defendants intend the Court to do justice between the parties insofar as the "costs" of the litigation are concerned.

[73] Let me first make a general observation.

[74] There are a limited number of legal firms in Nova Scotia which have the experience, expertise, resources, and the interest in supporting the maintenance of a class action over an extended period of time.

[75] Such cases are risky: the risks include the carrying costs of the expenses of the litigation which may never be reimbursed, and the opportunity cost of other legal matters that were not undertaken, but which may well have brought greater financial benefit to the Class Counsel.

[76] Typically, to the extent that the Class/Plaintiffs are unsuccessful, Class Counsel will suffer very serious financial consequences.

[77] Most drastically, if the lawsuit is entirely unsuccessful, Class Counsel may be paid no fees at all by the Class.

[78] Such risks are not to be underestimated as a potent factor which will discourage a great majority of counsel from taking on such cases.

[79] It is generally desirable to the pursuit of justice in Nova Scotia, that localized firms are available and willing to take on class actions arising from events arising in Nova Scotia.

[80] To its credit, Wagners is such a firm.

[81] Generally, in a free market situation, the greater the risk, the greater the return should be for those who take the risk.

[82] Wagners took on this challenging class action on the expectation that, if successful, the CFA would govern its financial reward.

[83] It is fair to characterize the outcome for the Class as very successful.

[84] Although on August 11, 2025, the Defendants accepted responsibility for the payment of the Class Counsel Fee and Disbursements under the Settlement Agreement, the Court should be loath to depart to a material degree from the spirit of those provisions in the 2015 CFA, bearing in mind, however, that I must be governed by the terms of the 2025 Settlement Agreement¹¹.

iii- What is a fair, reasonable and proportional outcome regarding the claimed Class Counsel Fee and Disbursements?

[85] The draft Order presented by Class Counsel to the Court, reads:

1. A maximum Class Counsel Fee of \$12,529,710.60 plus HST is approved as fair and reasonable.
2. First Payment:

The payment of Class Counsel of a portion of the Class Counsel Fee in the amount of \$10,799,057.90 plus HST of \$1,612,299.35 (reflecting a blended HST rate of 14.93%) shall be made within the later of:

- (a) 90 days after the Effective Date; and
- (b) 90 days after the Court's approval of the Class Counsel Fee and Class Counsel Disbursements, in accordance with section 2.21 of the Settlement Agreement.

3. Second Payment:

The payment to Class Counsel of the remainder of the Class Counsel fee in the amount of 30% of:

¹¹ Our *Civil Procedure Rules* and jurisprudence (e.g. *Armoyan v. Armoyan*, 2013 NSCA 136) recognize respectively that after litigation is concluded, costs awards in the normal course, generally should “seek to do justice as between the parties” and “The basic principle is that a costs award should afford substantial contribution to the party’s reasonable fees and expenses.” (para. 16). In the present circumstances, the parties have chosen a more discretionary approach to determine the Class Counsel Fee.

- (a) any amount of the distributed and non-reverting Compensation Fund in excess of \$30,966,859.80 (being the SHP Minimum Payment plus 80% of the potentially reverting Compensation Fund of \$26,344,211); plus
 - (b) any amount of the spent Administration Fund in excess of \$2,000,000 (being 80% of the Administration Fund), plus HST, up to a maximum of \$1,730,652.66 plus HST, shall be made within 30 days of the Final Claim Report Date.
4. Class Counsel Disbursements in the amount of \$87,734.01 plus HST of \$12,427.39 for a total of \$100,161.40, are approved as fair and reasonable, and shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement.
5. There are no costs of this motion.

[86] Sections 40 and 41 in the *Class Proceedings Act*, govern here.

[87] I will not repeat the written and oral arguments presented by the Defendants but wish to emphasize that I have carefully considered them all.

[88] I have examined the proposed disbursements and see no persuasive reason to reject Class Counsel's request that they be approved in their entirety.

[89] Let me next examine the Fee claimed by Class Counsel.

[90] On their face, the CFA provisions suggest it be a maximum of 30% of \$41,765,700.33 or \$12,529,710.10.

[91] I find that the reference to "the total value of any settlement or judgement to the class inclusive of any award of costs" referenced in section 5 of the CFA should be interpreted broadly and in a functional manner - which might be ascertained by asking: what value is the item to the benefit of the Class members?

[92] Therefore, even items the Defendants are obligated to provide, such as the Administration Fund (which is necessary machinery to see tangible benefits provided to Class members), should be characterized as "value" related monies, because they have a discernible beneficial nexus to Class members' interests arising from the settlement obligations upon the Defendants and therefore ought to be included in an assessment of the "total value" of the settlement.

[93] The Collective Redress Fund has a similar function and status. I observe that, regarding whether to approve a settlement agreement, ACJ Jamieson came to similar conclusions in *Estey, supra*, at paras. 23-25.

[94] Courts have used a variety of measures, qualitative and numerical, to determine whether a percentage Class Counsel Fee applied to the value of the settlement should be accepted by a court as fair and reasonable.

[95] In *Gallant, supra*, Justice Brothers referenced relevant qualitative factors, each of which I have considered in the present case:

[37] In deciding whether to approve class counsel's request for legal fees, the court must determine whether those fees are fair and reasonable in all the circumstances. The factors to be taken into account are well established, and were summarized in *Smith Estate v. National Money Mart Co.*, 2011 ONCA 233, as follows:

- (a) the legal and factual complexities of the action;
- (b) the risks undertaken, on both the merits and the prospects of certification;
- (c) the degree of responsibility assumed by class counsel;
- (d) the monetary value of the matters at issue;
- (e) the importance of the issues to the class members;
- (f) skill and competence demonstrated by class counsel throughout the action;
- (g) results achieved;
- (h) ability of the class to pay and the class' expectation of legal fees;
- (i) the opportunity cost to class counsel in the expenditures of time in pursuit of the litigation.

[96] There are also quantitative factors that can be used as yardsticks against which to roughly assess the reasonableness of the Class Counsel Fee in this case, such as the multiplier approach - this approach involves multiplying the actual number of hours of service rendered by an hourly rate, and then applying a multiplier to the base fee to result in a fair and reasonable compensation for Class Counsel.

[97] In ACJ Jamieson's reasons in *Estey* (where she approved an \$8 million fee on an all-inclusive settlement of \$32 million including the \$8 million fee, with a potential to increase to \$34 million) she stated at para. 42:

I am also of the view that it is appropriate to examine the reasonableness of the percentage-based fee measured against the actual time incurred. ... The \$8 million fee represents an approximate multiplier of 2.7 with the total expected fees. I agree

with counsel that the 2.7 multiplier is within an accepted range in the jurisprudence...

[98] Between July 2015 and October 28, 2025, Class Counsel has “docketed time with a value of \$3,474,676.50 before tax ... [which] represents **6231.71 hours of work** spent on this matter... The average hourly rate is \$558”. (Boyle Affidavit, paras.121-123)

[99] This amount does not include work that would have been done between October 28 and November 28, 2025, and also excludes “any work required of Class Counsel post-settlement approval ... [a description of the work anticipated during that period is contained in para. 129-Boyle affidavit, Oct 28, 2025].”

[100] Class Counsel remains professionally bound to continue with the matter until it is completed - even if the Class Counsel Fee and Disbursements Order of the Court restricts the permissible amount of such Fees and Disbursements below what were the reasonable expectations of Class Counsel.

[101] Ms. Boyle states in her affidavit at paragraph 132:

Based on experience in past class actions and taking into account relevant considerations specific to the Settlement Agreement, Class Counsel estimate that an additional 850,000 - \$1,500,000 [which I note would be between **1523 and 2688 hours** at the average rate 558\$ per hour- para. 123] worth of **docketed time may be required after settlement approval**.

[102] I conclude that the maximum “total value” of the settlement is \$41,765,700.33¹².

[103] The maximum Class Counsel Fee claimed is 30% or \$12,529,710.10.

[104] The actual time incurred to October 28, 2025, is **6231 hours** which at \$558 per hour amounts to **\$3,476,898 in fees**.

[105] I accept Counsel’s estimate, that a further **1523 to 2688 hours** will need to be consumed to finish the litigation - being between **\$850,000 and \$1,500,000 further fees**.

¹² I appreciate that the Defendants’ agreement to pay Class Counsel Fees and Disbursements saves the Class from having to pay those amounts from the settlement monies to Class Counsel, and therefore it is also a form of “value” to the Class. Arguably the “value” of the “total settlement” may be said to be closer to \$54 million which would suggest an even greater Class Counsel Fee might have been appropriate. For my purposes, I will continue to consider the total maximum settlement value to be the \$41,765,700.33.

[106] Thus, we have an estimated total number of hours docketed between 7754 and 8919, and between \$4,326,732 and 4,976,802 in fees until the litigation is expected to be finished.

[107] The average value of that total expected docketed time is approximately \$4.65 million. That is a reasonable estimate in all the circumstances.

[108] The maximum total value of the settlement is \$41,765,700.33 - under the CFA, Wagners could have receive up to 30% or **\$12,529,710.10** in Fees.

[109] If the average of the docketed time - \$4.65 million - anticipated to be required by Wagners to finish the litigation - is multiplied by a factor of 2.694, it equals **\$12,527,100** in Fees.

[110] Thus, the multiplier that Class Counsel is seeking the benefit of in this case is 2.694.

[111] Another measure is the percentage of the Class Counsel Fee in relation to the overall value of the settlement. Here, that was 30%.

[112] I conclude that both these measures are within the range of reasonable outcomes given the circumstances of this litigation.

[113] I have also considered the qualitative factors listed above, which strongly favour an enhanced fee.

[114] The experience, resources, expertise and skill of Class Counsel (Wagners) in the area of class actions is a significant factor.

[115] I am satisfied there was genuine risk regarding the likelihood of a successful certification and merits outcome, and whether the litigation would be financially successful, given, *inter alia*, the likely length of the litigation, and the issues surrounding the quality of the evidence that could be marshalled, and how many class members were available and interested in pursuing the matter, when the CFA was signed in 2015.

[116] Those risks were real and also had to be contrasted with the potential lost opportunities to litigate other matters instead.

[117] The opportunity costs of other litigation that may have been more lucrative, in addition to the carrying costs borne by Class Counsel by virtue of not receiving

any payment for Class Counsel's work over the preceding 10 years, favour the Court's being satisfied that the claimed Class Counsel Fee is reasonable and proportionate given all the circumstances.

[118] I have as well considered the comparison with the circumstances in the *Estey* case as set out at paragraph 93 of the Plaintiff's Rebuttal brief filed November 14, 2025. I note that in *Estey* the settlement was between \$32 and \$34 million, similar to the present circumstances, and Counsel there sought \$8 million which is 25% of the initial \$32 million settlement. However, notably in *Estey*, the duration of the litigation was 3 ½ years as compared with 10 years in *Martell and Perrier*. I also note that in *Gallant*, the institutional abuse claims were settled on the basis of a \$10 million fund for which counsel sought approval of a fee in the amount of 33% of the total settlement value after deducting disbursements, or \$3,233,000 plus HST. I have also taken note of Justice Perrell's comments in *Fresco v. Canadian Imperial Bank of Commerce*, 2023 ONSC 3335 (upheld on appeal 2024 ONCA 628) at paragraph 116 where he makes the point that the percentage spelled out in a contingency fee agreement can lose its relevancy as the settlement fund amount increases.

[119] My assessment of all the various risks of this litigation, albeit in hindsight, is that they were significant, and for Wagners to proceed as counsel with the litigation is deserving of a commensurate reward given the level of success that has been achieved for the Class.

[120] The litigation claimed abuses between the early 1900s and 1995, in two different geographical locations, where I am satisfied many records have been lost to the sands of time, and alternative sources having sufficient reliability are unavailable.

[121] No action regarding these events of long ago was taken until 2015.

[122] The members of the Class were vulnerable, and the breaches of trust and abuse they suffered likely contributed to their not individually considering/taking civil action against the institutions and/or individuals responsible, and they consequently have been without their deserved compensation for many years more than should have been the case.

[123] I infer that the vast majority of the individual Class members would not likely have been in a position to have retained Class Counsel to represent them as individuals.

[124] The litigation was of great public importance, and an honourable undertaking, as it would ultimately, in some measure, expose the long-term institutional failings of those schools, and shed light on the terrible abuses imposed on students there by those who purposefully or otherwise failed in their duties to protect, educate and nurture those particularly vulnerable children in their care.

Conclusion

[125] Pursuant to sections 40 and 41 of the *Class Proceedings Act*, SNS 2007, c. 28, weighing all the relevant factors and taking note of the most authoritative jurisprudence, I am satisfied that a fair, reasonable and proportionate Class Counsel Fee includes the 30% intended by the CFA.

[126] I approve as a maximum, a Class Counsel Fee in the amount of \$12,529,710.10 and Disbursements of all \$87,734.01 plus HST of \$12,427.39 for a total of \$100,161.40, which shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement.

Subsidiary Issues

[127] Counsel have noted that there are subsidiary issues to be considered including:

1. that the Class Counsel fee be paid in two instalments as set out in the draft Order submitted by Class Counsel which is also explained in the Plaintiffs' brief filed November 4, 2025, at paragraphs 43 - 54. I agree this is appropriate.
2. there should be a 20% holdback for the Potentially Reverting Funds - I agree.

[128] I wish to thank all counsel personally for their diligent and high-quality work, both pre-settlement and post-settlement, in assisting the Court in this matter.

[129] I direct Class Counsel to expeditiously prepare a draft Order for my approval, which wording should be consented to by the Defendants before being submitted to me on or before February 5, 2026.

Rosinski, J.

APPENDIX “A”

Form 78.05

2016



Hfx. No. 447198

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

RICHARD ROBERT MARTELL and MICHAEL HARRY GERALD PERRIER

PLAINTIFFS

- AND -

THE ATTORNEY GENERAL OF NOVA SCOTIA, representing
His Majesty the King in right of the Province of Nova Scotia and
ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY

DEFENDANTS

Proceeding under the *Class Proceedings Act*, S.N.S. 2007, c.28

SETTLEMENT APPROVAL ORDER

PR
NOV. 28, 2025

BEFORE THE HONOURABLE JUSTICE PETER ROSINSKI

THIS MOTION, heard the 28th day of November, 2025, at the Law Courts at 1815 Upper Water Street in Halifax, Nova Scotia, was made by the Plaintiffs, on consent of the Defendants, for an Order, *inter alia*: (i) approving the settlement agreement entered into by the parties and attached hereto as Schedule "A" (the "Settlement Agreement", which includes the Schedules thereto); (ii) approving the notice of settlement approval attached hereto as Schedule "B" (the "Phase II Notice"), and the Phase II Notice Plan attached hereto as Schedule "C"; (iii) dismissing the Action

with prejudice, effective on the Effective Date: (iv) approving the disclosure of the Attendance List by the Parties to the Administrator, and the Administrator's use of the Attendance List in accordance with the Settlement Agreement; (v) approving the appointment of Canadian Claims Consulting Inc. to administer the Independent Assessment Process; and (vi) approving the payment of honoraria to the Representative Plaintiffs.

AND UPON READING the materials filed on this motion and upon hearing the submissions of counsel;

AND UPON BEING ADVISED THAT the Plaintiffs and the Defendants consent to the form of this Order:

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

Approval of Settlement Agreement

3. The Settlement Agreement is fair, reasonable and in the best interests of the Class.
4. The Settlement Agreement attached as Schedule "A" is approved pursuant to section 38 of the *Class Proceedings Act* and shall be implemented and enforced in accordance with its terms.

Approval of Phase II Notice and Phase II Notice Plan

5. The form and content of the Phase II Notice attached hereto as Schedule "B" is approved, as it satisfies the requirements of sections 22 and 38 of the *Class Proceedings Act*.
6. The Phase II Notice Plan attached hereto as Schedule "C" is hereby approved and shall be implemented as set out in the Settlement Agreement.

Dismissal of the Action

7. On the Effective Date, the Action shall be dismissed with prejudice and without costs.

Disclosure of Attendance List to Administrator

8. The disclosure of the Attendance List by the Parties to the Administrator, and the Administrator's use of the Attendance List, are hereby approved and directed solely for the purpose of its use in accordance with the Settlement Agreement.
9. The Attendance List shall be maintained in strict confidence by the Administrator and shall be used only to the extent reasonably necessary for the administration of the Settlement.

Approval of Appointment of IAP Administrator

10. Canadian Claims Consulting Inc., founded by Laura Bruneau, shall be appointed to provide administration services in relation to the Independent Assessment Process.

Representative Plaintiff Honoraria

11. The Representative Plaintiffs Richard Robert Martell and Michael Harry Gerard Perrier shall each receive an honorarium in the amount of \$15,000, to be paid in accordance with the Settlement Agreement.

Continuing Jurisdiction and Report to Court

- 12. The Court shall retain jurisdiction over the implementation, administration, interpretation and enforcement of this Order and the Settlement Agreement, including all aspects of the Collective Redress Fund.
- 13. The Parties may agree in writing to amend provisions of the Settlement Agreement relating to timelines and modes of participation of Eligible Class Members in the administration of the Settlement, provided that any such amendments do not materially alter the Settlement Agreement, and further provided that the Parties notify the Court of any such amendments made after this Order has been issued. The Court may direct whether a motion to approve any such post-approval amendment is required.
- 14. Within six (6) months after the Administration End Date, Class Counsel shall submit to the Court, via letter, the Final Claim Report prepared by the Administrator that summarizes the notice and administration processes.

ISSUED

December 4, 2023

Shirley Thompson-Starkey
Prothonotary

SHIRLEY THOMPSON-STARKEY
Prothonotary

2016

Hfx. No. 447198

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

**RICHARD ROBERT MARTELL and MICHAEL HARRY GERALD
PERRIER**

PLAINTIFFS

- AND -

THE ATTORNEY GENERAL OF NOVA SCOTIA, representing
His Majesty the King in right of the Province of Nova Scotia and
ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY

DEFENDANTS

Proceeding under the *Class Proceedings Act*, SNS 2007, c 28

SETTLEMENT AGREEMENT

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RECITALS

WHEREAS the Plaintiff's brought this action under the *Class Proceedings Act*, SNS 2007, c 28 (the "Act") for alleged negligence and breach of fiduciary duty in respect of the Defendants' operation, supervision and management of the School for the Deaf in Halifax, Nova Scotia and the Interprovincial School for the Education of the Deaf in Amherst, Nova Scotia (the "Action");

AND WHEREAS the Action was certified, on consent of the Defendants, as a class proceeding on January 31, 2019;

AND WHEREAS all disclosure and discovery steps have been completed;

AND WHEREAS the common issues trial of this Action is scheduled for October 1, 2025 to November 6, 2025;

AND WHEREAS counsel for the Parties to this Settlement Agreement have conducted a thorough analysis of the claims, and they have also taken into account the extensive burdens and expense of litigation, including the risks of going to trial;

AND WHEREAS the Parties have committed to work together to prepare supporting documents for notice and claims administration;

AND WHEREAS in consideration of all of the circumstances and after extensive arms' length negotiations, the Parties, through this Settlement Agreement, seek to resolve all issues in this Action;

AND WHEREAS after their investigation, the Plaintiff's and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable and in the best interests of the Class Members;

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AND WHEREAS the settlement, notice process and the claims administration process have been and will be designed to accommodate Class Members' accessibility needs;

AND WHEREAS for the Settlement Agreement to be effective, it must be approved by the Court, pursuant to s. 38(1) of the *Act*;

AND WHEREAS the Plaintiffs shall arrange for the dismissal of the proposed class proceeding filed in the Nova Scotia Supreme Court on September 12, 2009 bearing file No. 342460 in which Walter Wilfred Wile and Myles Murphy are the Plaintiffs and the Attorney General of Nova Scotia representing His Majesty the King in right of the Province of Nova Scotia is the Defendant, such dismissal to be effective upon the Effective Date;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Settlement Agreement agree to settle the issues in dispute in the Action on the following terms and conditions:

1. DEFINITIONS

- 1.1 For the purposes of this Settlement Agreement, defined terms have the following meanings:
- (a) "Action" means the certified class proceeding commenced in the Supreme Court of Nova Scotia styled Richard Robert Martell and Michael Harry Gerald Perrier v The Attorney General of Nova Scotia and Atlantic Provinces Special Education Authority, Hfx. No. 447198;
 - (b) "Administration End Date" means the date on which all payments from the Compensation Fund have been distributed to Approved Claimants by the Administrator and the period for the deposit of payments has expired;
 - (c) "Administration Fees" means all costs, fees and out-of-pocket expenses, and all applicable taxes thereon, of the Administrator to implement the Phase I Notice Plan

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and Phase II Notice Plan, and to distribute the Compensation Fund, inclusive of Class Counsel Administration Disbursements, the payment of which shall be subject to the approval of the Court:

- (d) "Administration Fund" means a payment by the Defendants of \$2,500,000, designated to pay the Administration Fees;
- (e) "Administrator" means a third-party claims administrator mutually agreed to by the Parties and approved by the Court;
- (f) "AGNS" means His Majesty the King in right of the Province of Nova Scotia;
- (g) "Amherst School" means the Interprovincial School for the Education of the Deaf in Amherst, Nova Scotia, subsequently renamed the Atlantic Provinces Resource Centre for the Hearing Handicapped, and thereafter subsequently renamed the Atlantic Provinces Special Education Authority – Resource Centre for the Hearing Impaired;
- (h) "Approval Date" means the date the Court issues the Settlement Approval Order;
- (i) "Approved Claimant" means a Claimant who submits a completed Claim Form for compensation under the Settlement Agreement, and that claim is approved;
- (j) "APSEA" means the Atlantic Provinces Special Education Authority;
- (k) "Attendance List" means the list of Class Members prepared by the Parties and provided to the Administrator for the purpose of administration of the Settlement;
- (l) "Claim Deadline" means six months after the Phase II Notice Implementation Date;
- (m) "Claim Form" means an Eligible Class Member Claim Form, an Eligible Estate Claim Form, and/or an Eligible Representative Claim Form, as the context requires;
- (n) "Claimant" means anyone who files a Claim Form under this Settlement Agreement;

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- (o) "Class Counsel Administration Disbursements" means all out-of-pocket expenses of Class Counsel, including applicable taxes thereon, incurred by Class Counsel after the date of filing the motion record for the Motion to Approve Fee and Disbursements in relation to the performance of their role in implementing the Phase II Notice Plan and providing assistance to Claimants during the claims administration process, as such payment is approved by the Court;
- (p) "Class Counsel Disbursements" means all out-of-pocket expenses of Class Counsel, including applicable taxes thereon, incurred by Class Counsel between the date of commencement of work on the Action and the date of filing the motion record for the Motion to Approve Fee and Disbursements, as such payment is approved by the Court. For certainty, Class Counsel Disbursements are distinct from and additional to Class Counsel Administration Disbursements;
- (q) "Class Counsel Fee" means the contingency fee paid to Class Counsel, as such payment is approved by the Court;
- (r) "Class Counsel" means Wagners;
- (s) "Class Member" means all former students who, between 1913 and 1995, attended and or/resided at one or both of the Schools, excluding:
- (a) those who attended exclusively the vocational training program at the Amherst School without ever attending the academic program at the School(s) as a Residential Student and/or Day Student; and
 - (b) those who validly opted out of the Action on or before May 1, 2019;
- (t) "Collective Redress Fund" means a payment by the Defendants of \$3,000,000, subject to a possible additional amount from SHP Residue, designated to pay for Collective Redress Initiatives and Sharing Circles;
- (u) "Compensation Fund" means a fund of \$36,235,702 and it is comprised of the SHP Fund and the IAP Fund;
- (v) "Court" means the Supreme Court of Nova Scotia;

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- (w) "Day Student" means a Class Member who attended the academic program at the School(s) but did not reside in residence during that time;
- (x) "Day" means a calendar day;
- (y) "Distribution Plan" means the plan for distribution of the Compensation Fund to Approved Claimants, substantially in the form attached hereto as Schedule "A";
- (z) "Effective Date" means the later of: (i) the day following the last day on which the Settlement Approval Order may be appealed; and (ii) the day following the date of a final determination of any appeal brought in relation to the Settlement Approval Order;
- (aa) "Eligible Class Member Claim Form" means a Claim Form submitted by an Eligible Class Member to the Administrator seeking compensation from the Compensation Fund;
- (bb) "Eligible Class Member" means all Class Members who were alive on or after January 31, 2019;
- (cc) "Eligible Estate" means the Estate Executor or Estate Claimant, as such terms are defined in Schedule 1 of the Distribution Plan, of an Eligible Class Member;
- (dd) "Eligible Estate Claim Form" means a Claim Form submitted by an Eligible Estate to the Administrator seeking compensation from the Compensation Fund;
- (ee) "Eligible Representative" means a Personal Representative of an Eligible Class Member who is or becomes a Person Under Disability, as such terms are defined in Schedule 1 of the Distribution Plan;
- (ff) "Eligible Representative Claim Form" means a Claim Form submitted by an Eligible Representative to the Administrator seeking compensation from the Compensation Fund;

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- (gg) "Execution Date" means the date on which the Settlement Agreement has been signed by all Parties;
- (hh) "Final Claim Report" means the report summarizing the notice and administration processes to be prepared by the Administrator and provided by Class Counsel to the Court no later than six months after the Administration End Date, with such filing date being the "Final Claim Report Date";
- (ii) "Halifax School" means the School for the Deaf in Halifax, Nova Scotia;
- (jj) "IAP Fund" means a fund of \$22,105,000 from which IAP Payments are paid;
- (kk) "IAP Payment" means an amount awarded to an Eligible Class Member for the harms they endured at the School(s) in excess of what is intended to be compensated for by the Systemic Harms Payment;
- (ll) "Motion to Approve Fee and Disbursements" means the motion, on notice to the parties to be heard by the Court, seeking approval of the Class Counsel Fee and Class Counsel Disbursements;
- (mm) "Motion to Approve Phase I Notice" means the motion seeking the issuance of the Notice Approval Order;
- (nn) "Motion to Approve Settlement" means the motion, to be heard by the Court, seeking approval of the Settlement Agreement and the issuance of the Settlement Approval Order;
- (oo) "Notice Approval Order" means an order issued by the Court *inter alia* approving the content and means of delivery of the Phase I Notice, and the provisional appointment of the Administrator;
- (pp) "Parties" means the Plaintiffs, the Attorney General of Nova Scotia representing His Majesty the King in right of the Province of Nova Scotia, and Atlantic Provinces Special Education Authority;

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- (qq) "Phase I Notice Implementation Date" means the date on which the Administrator commences implementation of the Phase I Notice Plan;
- (rr) "Phase I Notice Plan" means the plan, created by agreement of the Parties with the input of the Administrator, and which is subject to the approval of the Court, according to which the Administrator will disseminate the Phase I Notice;
- (ss) "Phase I Notice" means the notice, created by agreement of the Parties with the input of the Administrator, advising Class Members that the Settlement Agreement will be considered by the Court at the Motion to Approve Settlement;
- (tt) "Phase II Notice Implementation Date" means the date on which the Administrator commences implementation of the Phase II Notice Plan;
- (uu) "Phase II Notice Plan" means the plan, created by agreement of the Parties with the input of the Administrator, and which is subject to the approval of the Court, according to which the Administrator will disseminate the Phase II Notice;
- (vv) "Phase II Notice" means the notice, created by agreement of the Parties with the input of the Administrator, advising Class Members that the Court has approved the Settlement and informing them about the claims process;
- (ww) "Releasees" means the Defendants and each of their employees, servants, officers, agents, Ministers, insurers, representatives, and assigns;
- (xx) "Releasor" means each Class Member (living or deceased) and their respective legal representatives, successors, heirs and assigns;
- (yy) "Representative Plaintiff Honorarium" means an honorarium in the amount of \$15,000 to be paid to each of the Representative Plaintiffs, subject to the approval of the Court;
- (zz) "Representative Plaintiffs" means Richard Robert Martell and Michael Harry Gerard Perrier;

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- (aaa) "Residential Student" means a Class Member who attended the academic program at the School(s) and resided in residence during that time;
- (bbb) "School" or "Schools" means the Halifax School and/or the Amherst School, as the context requires;
- (ccc) "Settlement Agreement" means this agreement, as executed by the Parties or their representatives, and it includes the attached Schedule;
- (ddd) "Settlement Approval Order" means the Order of the Court approving, *inter alia*, the Settlement Agreement and dismissing the Action with prejudice and without costs, with such dismissal to take effect upon the Effective Date;
- (eee) "SHP Fund" or "Systemic Harms Payment Fund" means a fund of \$14,130,702 from which Systemic Harms Payments are paid;
- (fff) "SHP Minimum Payment" means \$9,891,491, being 70% of the SHP Fund;
- (ggg) "SHP Residue" means any amount of the SHP Minimum Payment that remains undistributed after the calculation of all approved Systemic Harms Payments, to be distributed in accordance with the Distribution Plan attached hereto as Schedule "A";
- (hhh) "SHP" or "Systemic Harms Payment" means an amount awarded to an Approved Claimant for an Eligible Class Member's commonly experienced systemic harms at the School(s), as further described in the Distribution Plan attached hereto as Schedule "A"; and
- (iii) "Vocational Student" means a Class Member who attended the vocational training program at the Amherst School.

2. DEFENDANTS' PAYMENT OBLIGATIONS

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2.1 The Defendants hereby agree to the payment of the following amounts, in accordance with and subject to the terms and conditions of this Settlement Agreement, including the right of reversion described in section 2.16:

- (a) Compensation Fund of \$36,235,702, comprised of the SHP Fund of \$14,130,702 and the IAP Fund of \$22,105,000;
- (b) Collective Redress Fund of \$3,000,000;
- (c) Representative Plaintiff Honoraria totaling \$30,000;
- (d) Administration Fund of \$2,500,000;
- (e) Class Counsel Fee; and
- (f) Class Counsel Disbursements.

2.2 Such payments represent the total and final financial obligations of the Defendants under this Agreement.

2.3 Within 90 days of the Effective Date, the Defendants shall pay the Compensation Fund, Representative Plaintiff Honoraria, and the Administration Fund to the Administrator, to be held in trust in an interest-bearing account(s), as agreed between the Parties and the Administrator.

2.4 The Compensation Fund, Representative Plaintiff Honoraria, and Administration Fund shall be managed and paid out, as set out herein, by the Administrator.

(i) **PAYMENT OF ADMINISTRATION FUND**

2.5 The Defendants shall pay the Administration Fund directly to the Administrator to be held in trust for the payment of Administration Fees.

2.6 The Administrator shall provide its invoices to the Defendants for reasonable and proper Administration Fees, to be paid to the Administrator from the Administration Fund

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within 60 days of the provision of invoices, provided there is no notice of objection by either Defendant.

- 2.7 If a Defendant objects to an invoice and there has been no resolution within 90 days from the provision of the invoice, the objecting Defendant must bring a motion to the Court for directions to resolve the matter.
- 2.8 Interest accruing on the Administration Fund shall be applied as follows:
- (a) First, to pay any Administration Fees exceeding \$2,500,000;
 - (b) Second, it shall form part of the Reverting Funds, which for certainty includes any interest earned on those Reverting Funds, and be returned to the Defendants in accordance with section 2.16.
- 2.9 All reasonable and proper Class Counsel Administration Disbursements shall be paid from the Administration Fund only after approval by the Court on notice to the Parties, as described in section 4.10.
- 2.10 If the Administration Fees exceed \$2,500,000, the sources of payment will be as follows:
- a) First, any interest that accrues on the Administration Fund;
 - b) Second, any Reverting Funds as described in section 2.16, which for certainty includes any interest that accrues on the Reverting Funds.
- 2.11 If the Administration Fees are less than \$2,500,000, the unused Administration Fees will revert to the Defendants in accordance with section 2.16.

(ii) **PAYMENT OF COMPENSATION FUND**

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- 2.12 The Compensation Fund shall be distributed to Approved Claimants in accordance with the Distribution Plan attached hereto as Schedule A.
- 2.13 All interest that accrues on the SHP Minimum Payment shall be apportioned between the Approved Claimants and the Collective Redress Fund based on the percentage amount of the SHP Minimum Payment that is distributed to the Approved Claimants, and distributed as follows:
- (a) The amount of interest allocated to the Approved Claimants shall be distributed to the Approved Claimants in proportion to the amount(s) to which they are entitled from the Compensation Fund (including for certainty their proportionate share of interest on any top-up of their Systemic Harms Payment and/or IAP Payment from SHP Residue, in accordance with s. 5.23 of the Distribution Protocol), and
 - (b) Any remaining interest shall be added to the Collective Redress Fund, and for greater certainty, none shall revert to the Defendants.

For example, if only 80% of the SHP Minimum Payment is paid to Approved Claimants, then 80% of the interest on the SHP Minimum Payment will be paid to the Approved Claimants, and 20% of the interest earned on the SHP Minimum Payment will be added to the Collective Redress Fund.

- 2.14 Subject to 2.13, interest accruing on the Compensation Fund (net of the interest accruing on the SHP Minimum Payment) shall be apportioned between the Approved Claimants and the Defendants based on the percentage of the underlying amount payable to the Approved Claimants, allocated as follows:
- (a) the Approved Claimants shall receive the interest earned on their portion, in proportion to the amounts they are entitled to from the Compensation Fund:

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(b) any remaining interest will pay any Administration Fees exceeding the Administration Fund and interest thereon; and

(c) any interest remaining after the payments described in a) and b) above shall form part of the Reverting Funds and shall be returned to the Defendants in accordance with section 2.16.

2.15 No interest payable to Approved Claimants in accordance with sections 2.13 and 2.14 above will be considered when, for purposes of distributing any SHP Residue in accordance with s. 5.23 of the Distribution Protocol, there is a calculation of the maximum Systemic Harms Payment and maximum IAP Payment, as applicable, to which Approved Claimants are entitled, as further described in the Distribution Plan. For certainty, the calculation of top-ups of Systemic Harms Payments and IAP Payments with SHP Residue in accordance with s. 5.23 will not be reduced by any interest payable to Approved Claimants.

(iii) **REVERSION TO DEFENDANTS**

2.16 On the Final Claim Report Date, the Administrator shall return to the Defendants any undistributed balance of the Compensation Fund and any unspent portion of the Administration Fund, including applicable accrued and undistributed interest (collectively, the "Reverting Funds"). For certainty, no portion of the SHP Minimum Payment and accrued interest specific to the SHP Minimum Payment shall form part of the Reverting Funds.

(iv) **COLLECTIVE REDRESS FUND**

2.17 The Collective Redress Fund will be used for the payment of:

(a) the design and implementation of a process, focused on the objective of restorative justice, whereby Eligible Class Members may choose to share the

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SCHEDULE "A" – DISTRIBUTION PLAN

1. DEFINITIONS

- 1.1 All defined terms in the Settlement Agreement apply.

2. GUIDING PRINCIPLES FOR THE DISTRIBUTION PLAN

- 2.1 The Distribution Plan (inclusive of Schedule 1) must be read in conjunction with, and is subject to, all of the terms and conditions of the Settlement Agreement.
- 2.2 The Distribution Plan is intended to reflect a restorative approach. The focus of this Distribution Plan is on the harms endured by Class Members. Its objectives are to address these harms in the context of a process that is accessible, safe, and comfortable for Class Members, that treats them with dignity and respect, and allows them to fully participate in the process.
- 2.3 The Parties share a desire to ensure that the process is designed to support the fair and just distribution of the Compensation Fund and that Class Members are not subjected to an adversarial adjudicative process. The Parties intend for this process to not be focused on past blame and fault.
- 2.4 The financial compensation provided by this Settlement serves an important symbolic role in acknowledging the consequences and harms suffered by Class Members. The interests of Class Members guide the distribution of this settlement.

3. THE OVERALL SETTLEMENT PROCESS

- 3.1 The Distribution Plan provides for two forms of compensation:

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- (a) **Systemic Harms Payments:** All Class Members shared a common experience based on the alleged systemic failures at the School(s). The Systemic Harms Payment is designed to acknowledge aspects of their experience and symbolically compensate Eligible Class Members for the harmful aspects of their shared experience at the School(s). All Eligible Class Members (or their Eligible Estates/Eligible Representatives) are eligible for a Systemic Harms Payment. The eligibility for, and process for claiming, a Systemic Harms Payment is further described below at section 5.
- (b) **Independent Assessment Process Payments:** Some Class Members experienced harms beyond what is intended to be compensated for by the Systemic Harms Payment. The Independent Assessment Process ("IAP") is designed to acknowledge and compensate Eligible Class Members for these harms that were more individualized, and which fall outside of the alleged systemic harms. Living Eligible Class Members, in addition to a Systemic Harms Payment, may elect to participate in the IAP. To claim an IAP Payment, an Eligible Class Member must meet with a Claims Evaluator (with or without the participation of a Claim Facilitator, but in all cases with a certified interpreter present). In order to be approved for an IAP Payment, the Eligible Class Member's experiences at the School(s) must be determined to be beyond the alleged systemic harms. The eligibility requirements for, and process for claiming, an IAP Payment are further described below at section 6.

4. CLAIM FORMS

- 4.1 There may be three types of Claim Forms, each corresponding to a particular category of claimant: Eligible Class Member (Eligible Class Member Claim Form), Eligible Estate (Eligible Estate Claim Form), and Eligible Representative (Eligible Representative Claim Form).
- 4.2 The claims process is intended to be accessible, expeditious, cost effective and user friendly, all to minimize the burden on Claimants.

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4.3 The Administrator shall, in the absence of reasonable grounds to the contrary, assume Claimants to be acting honestly and in good faith.

4.4 Where a Claim Form contains minor omissions or errors, the Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Administrator.

i) *Section A – All Claimants - SHP*

4.5 All Claim Forms contain Section A. All Claimants must complete Section A of the Claim Form in order to be considered for a Systemic Harms Payment. Section A of the Claim Form will be used by the Administrator, in conjunction with the process described herein, to calculate the Systemic Harms Payment.

4.6 Section A requires information about the Eligible Class Member's: (i) period(s) of attendance at the School(s); and (ii) corresponding status as a Residential Student, Day Student, and/or Vocational Student throughout the period(s) of attendance.

4.7 For certainty, every Eligible Class Member is eligible to submit a claim for a Systemic Harms Payment, whether or not they also submit a claim under the IAP.

ii) *Section B - Eligible Class Members – IAP*

4.8 Living Eligible Class Members who allege experience(s) beyond the systemic harms compensated for by the Systemic Harms Payment may elect to apply for compensation under the Independent Assessment Process. If they choose to do this, they are required to complete Section B of the Claim Form.

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- 4.9 For certainty, IAP Payments are separate from, and in addition to, Systemic Harms Payments. They are intended to address different harms.

iii) *Section C – Eligible Class Members – Sharing Circles*

- 4.10 Living Eligible Class Members may elect to participate in the Sharing Circles to share the nature and the impact of their experiences at the School(s). This election will be noted on Section C of the Eligible Class Member Claim Form.
- 4.11 For certainty, participation in the Sharing Circles is entirely voluntary and is separate from, and in addition to, the compensatory aspects of the Settlement Agreement which provide funds to Approved Claimants in the form of the Systemic Harms Payments and IAP Payments.

iv) *Schedule I Requirements - Eligible Estates, Eligible Representatives*

- 4.12 If the Claimant is an Eligible Estate or an Eligible Representative, the applicable requirements outlined in Schedule I to this Distribution Plan must be satisfied.

v) *Submission of Claim Forms*

- 4.13 Any Claimant who wishes to claim compensation from the SHP Fund, or the SHP Fund and the IAP Fund, shall deliver to or otherwise provide to the Administrator a Claim Form no later than the Claim Deadline. If the Administrator does not receive a Claim Form from a Claimant by the Claim Deadline, then the Claimant shall not be eligible for any compensation, provided that in exceptional circumstances in which the deadline was not missed because of willful neglect by the Claimant, the Administrator has the discretion to permit late claims until two months after the Claim Deadline.

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- 4.14 Mailed or couriered Claim Forms received after the Claim Deadline but post-marked on or before the Claim Deadline will be deemed received on the post-marked date. Emailed, electronically submitted via portal, or personally delivered Claim Forms will be deemed received on the date received by the Administrator. The Administrator shall provide the Claimant with confirmation that the Claim Form has been received.
- 4.15 A Claimant shall submit one Claim Form that comprises all claims that they may have. A Claimant may not submit more than one Claim Form.

5. SYSTEMIC HARMS PAYMENTS

i) *Eligibility*

- 5.1 Eligible Class Members, Eligible Estates and Eligible Representatives are eligible to submit the applicable Claim Form for a Systemic Harms Payment.
- 5.2 For certainty, every Eligible Class Member is eligible to submit a claim for a Systemic Harms Payment, whether or not they also submit a claim under the Independent Assessment Process.
- 5.3 Approved claims of Eligible Class Members who are alive on the Approval Date, and their Eligible Representatives, will receive 100% of the value of the applicable Systemic Harms Payment, calculated in accordance with Tables 1-3 below. If an Eligible Class Member is alive on the Approval Date but subsequently dies before receiving their Systemic Harms Payment, a claim for a Systemic Harms Payment must be submitted by their Estate Executor or Estate Claimant. The applicable requirements outlined in Schedule 1 to this Distribution Plan must be satisfied in order for distribution of the Systemic Harms Payment to be made to the Estate Executor or Estate Claimant. Any Systemic Harms Payment for which they are subsequently approved will continue to be calculated at 100% of its value, notwithstanding that it is an Eligible Estate Claim.

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- 5.4 With the exception of the Eligible Estates referred to in section 5.3, all approved claims of Eligible Estates will receive 50% of the value of the applicable Systemic Harms Payment. For certainty, all Systemic Harms Payments are subject to potential *pro rata* reduction in accordance with section 5.21, as the circumstances may require.

ii) *Verification of Threshold Eligibility*

- 5.5 Upon receipt of a Claim Form and validated personal identity documentation the Administrator shall verify the status of the Eligible Class Member as:

- (a) having attended and/or resided at one or both of the School(s), by referring to the Attendance List; and
- (b) having been alive on January 31, 2019.

- 5.6 In the event that an Eligible Class Member is not identified by the Administrator as being on the Attendance List, the Administrator shall:

- (a) Promptly notify the Claimant who shall be requested to, within ninety (90) days of receiving said request, provide to the Administrator any supporting documentation that the Claimant believes objectively demonstrates the individual's status as an Eligible Class Member;
- (b) Promptly notify Class Counsel and the Defendants in writing of such. Class Counsel and APSEA shall, within ninety (90) days of receiving such notice, confer in good faith with reference to the compiled Attendance List to determine whether the individual's status as an Eligible Class Member can be confirmed. For greater certainty, this process shall not require Class Counsel or APSEA to conduct a broader search of records beyond those already in their possession but may involve reviewing assumptions or decisions made in compiling the Attendance List, including a limited

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reference to supporting records contained within it. Should Class Counsel and APSEA be unable to reach agreement on whether the individual should be deemed an Eligible Class Member, all relevant information shall be provided by Class Counsel and APSEA to the Claims Administrator for final determination of the individual's status.

- 5.7 If the Class Member is on the Attendance List but is recorded as having died before January 31, 2019, the Claimant will be notified of this eligibility exclusion and be requested to, within ninety (90) days of receiving said request, provide supporting documentation that the Claimant believes objectively demonstrates the Class Member died on or after January 31, 2019.
- 5.8 The Administrator shall maintain the strict confidentiality of any records provided by the Claimant, or Class Counsel in the above-described verification process and shall destroy them upon completion of the settlement administration.
- 5.9 In regard to any records provided by Class Counsel in the above-described verification process, all personal or other information in regard to persons other than the Claimant will be redacted and not disclosed. The Administrator shall send a copy of such redacted record(s) to the Claimant to whom the record(s) pertains for the purposes of the above-described verification process.
- 5.10 Decisions made by the Administrator in relation to the matter of verification as an Eligible Class Member, after conducting the process described above in sections 5.6 and 5.7, may be the subject of a Request for Reconsideration, described below.

iii) *Verification of Period of Attendance and Student Status*

- 5.11 The Administrator shall refer to the Attendance List to verify the Eligible Class Member's:

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(a) period(s) of attendance; and

(b) corresponding student status (i.e., Residential Student, Day Student, and/or Vocational Student) throughout the period(s) of attendance.

5.12 The procedure described in section 5.14 below applies in the event that the eligibility status of an Eligible Class Member has been verified, but there is an inconsistency between the Attendance List and Section A of the Claim Form in respect of:

(a) the period of attendance; and/or

(b) student status.

5.13 Whereby the Attendance List indicates a *shorter* period of attendance and/or a *shorter* period of status as a Residential Student, thus resulting in a lower Systemic Harms Payment than would be calculated based on the information provided by the Claimant in Section A of the Claim Form, the Administrator shall:

(a) Promptly notify the Claimant, who shall be requested to, within ninety (90) days of receiving said request, provide to the Administrator any supporting documentation that the Claimant believes objectively demonstrates the Eligible Class Member's stated period of attendance and/or student status; and

(b) Promptly notify the Defendants and Class Counsel in writing of such. Class Counsel and APSEA shall, within ninety (90) days, confer in good faith with reference to the compiled Attendance List to determine an agreed period of attendance and/or student status for the Eligible Class Member. For greater certainty, this process shall not require Class Counsel or APSEA to conduct a broader search of records beyond those already in their possession but may involve reviewing assumptions or decisions made in compiling the Attendance List, including a limited reference to supporting records

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contained within it. Should Class Counsel and APSEA be unable to reach agreement on the Eligible Class Member's period of attendance and/or student status, all relevant information shall be provided by Class Counsel and APSEA to the Claims Administrator for final determination of period of attendance and/or student status.

- 5.14 For certainty, if there is an inconsistency between the Attendance List and Section A of the Claim Form in relation to the period of attendance and/or student status whereby the Attendance List indicates a *longer* period of attendance and/or a *longer* period of status as a Residential Student (thus resulting in a higher Systemic Harms Payment than would be calculated based on Section A of the Claim Form) the Attendance List will govern the calculation of the SHP in the Claimant's favour.
- 5.15 Decisions made by the Administrator in relation to the matter of period of attendance and/or student status, after conducting the process described above in section 5.13 may be the subject of a Request for Reconsideration, described below.

iv) *SHP Payment Amounts*

- 5.16 Systemic Harms Payments are paid in the following amounts. They are calculated based on:
- (a) an Eligible Class Member's period(s) of attendance at the School(s);
 - (b) corresponding status at the School(s) as a Residential Student, Day Student, and/or Vocational Student during their period(s) of attendance; and
 - (c) whether an Eligible Class Member was alive on the Approval Date.
- 5.17 Partial years of enrollment are rounded up to a full year. There is no minimum number of days of attendance within an academic year to qualify as a year.

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- 5.18 If an Eligible Class Member's student status changed in a given year, from (i) Residential Student to (ii) Day Student or Vocational Student, the partial year as a Residential Student will be counted as one full year with the status of a Residential Student.
- 5.19 Time as a Vocational Student is only eligible to be counted in the calculation of a Systemic Harms Payment if the Eligible Class Member had, prior to enrollment as a Vocational Student, been enrolled as a Residential Student and/or Day Student for a minimum of one year (or part thereof).
- 5.20 For certainty, enrollment at the School(s) for consecutive years is not a requirement in order for such time to be counted in calculating a Systemic Harms Payment. Each year of attendance will be included in the calculation, provided other eligibility requirements are satisfied.
- 5.21 If the total value of the approved Systemic Harms Payments exceeds the SHP Fund of \$14,130,702, each Systemic Harms Payment will be reduced on a *pro rata* basis.

v) ***Harms Compensated For By Systemic Harms Payments***

- 5.22 The SHP is intended to provide compensation for alleged systemic harmful experiences commonly suffered by Class Members, which include:
- (a) social isolation, emotional and psychological abuse and neglect, examples of which include:
- i) punishment (physical or verbal) for signing at the School(s) and/or for not understanding verbal instruction;
 - ii) verbal and demeaning abuse by staff;
 - iii) name calling by staff;
 - iv) students being degraded for showing emotion after experiencing physical abuse;

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v) students witnessing abuse;

(b) physical abuse that did not result in a serious injury, examples of which include:

- i) physical discipline that went beyond minor corrective force of a transitory and trifling nature, and that was unreasonable under the circumstances;
- ii) corporal punishment and use of force not intended for safety restraint or disciplinary purposes, that is harsh or causes harm, including being strapped and beaten with sticks and other objects such as books, rulers, and wood; being shoved to the ground, pulling and twisting ears, pulling hair; slapped, hit or beaten on the head, face, ears, hands, stomach, buttocks and genitals; and the use of objects or blows or slaps leaving bruises, marks or cuts;

(c) use of punishment that was humiliating, discriminatory and undermining of dignity, examples of which include:

- i) punishment for wetting the bed and being forced to sleep in urine-soaked mattresses;
- ii) being isolated in dark rooms and closets for periods of time;
- iii) deprivation of food and/or being forced to eat all of their food, even when ill.

vi) *Distribution of SHP Residue*

5.23 If the total value of the approved Systemic Harms Payments is less than the SHP Guaranteed Minimum of \$9,891,491, and thus there is SHP Residue, the SHP Residue shall be distributed in the following manner:

- (a) First, the SHP Residue will be distributed on a *pro rata* basis to increase each Systemic Harms Payment up to a maximum value of 110% of the initially calculated

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Systemic Harms Payment (e.g. if an Eligible Class Member is awarded a SHP of \$25,000, they may be topped up by an additional 10% (\$2,500) for a total SHP of \$27,500, subject to additional interest as outlined in section 2.13(a) of the Settlement Agreement):

- (b) Second, if any SHP Residue remains after topping up Systemic Harms Payments, it will be distributed on a *pro rata* basis to increase each IAP Payment up to a maximum value of 110% of the initially calculated IAP Payment (e.g. if an Eligible Class Member is awarded an IAP Payment of \$90,000, they may be topped up by an additional 10% (\$9,000) for a total IAP Payment of \$99,000, subject to additional interest as outlined in sections 2.13(a) of the Settlement Agreement);
- (c) Third, if any SHP Residue remains after the distributions described above, it will top-up the Collective Redress Fund. There is no maximum cap on the top-up of the Collective Redress Fund.

vii) *Systemic Harms Payment Amounts*

5.24 Systemic Harms Payments will be calculated as outlined in Tables A, B and C.

Table A – Calculation of SHP for Residential Student Years

Residential Student Years	Duration of Time Spent as Residential Student	Award - 100% Value
Level 1	0-1 year	\$10,000
Level 2	2 years	\$15,000
Level 3	3 years	\$18,000
Level 4	4 years	\$20,000
Level 5	5+ years	Additional \$1,000/year after Level 4

Table B – Calculation of SHP for Day Student Years

Day Student Years	Duration of Time Spent as Day Student	Award - 100% Value
Level 1	0-1 year	\$3,300
Level 2	2 years	\$4,950

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Level 3	3 years	\$5,940
Level 4	4 years	\$6,600
Level 5	5+ years	Additional \$330/year after Level 4

Table C – Calculation of SHP for Vocational Student Years

Vocational Student Years	Duration of Time Spent as Vocational Student (if also a Residential and/or Day Student)	Award – 100% Value
Level 1	0-1 year	\$3,300
Level 2	2 years	\$4,950
Level 3	3 years	\$5,940
Level 4	4 years	\$6,600
Level 5	5+ years	Additional \$330/year after Level 4

5.25 The following examples of the calculations of a Systemic Harms Payment are provided solely for illustrative purposes.

- (a) **Example A:** Eligible Class Member attended the Amherst School from 1967-1972, for a total of five years, as a Day Student in 1967-1968 (1 year) [\$3,300], Residential Student in 1968-1971 (3 years) [\$18,000], and Vocational Student in 1971-1972 (1 year) [\$3,300]. The Eligible Class Member is alive on the Settlement Approval Date. The Eligible Class Member's SHP award (excluding any interest, or *pro rata* adjustment) is \$24,600.
- (b) **Example B:** Eligible Class Member attended the Amherst School in 1970 for one month, and then returned in 1973 and attended through to 1982, for a total of eleven years, as a Residential Student in 1970 and 1973-1978 (7 years) [\$23,000], Day Student in 1978-1981 (3 years) [\$5,940], and Vocational Student in 1981-1982 (1 year) [\$3,300]. The Eligible Class Member is alive on the Settlement Approval Date. The Eligible Class Member's SHP award (excluding any interest, or *pro rata* adjustment) is \$32,240.

viii) *Request for Reconsideration*

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- 5.26 Where the Administrator (i) disallows a SHP claim in its entirety based on ineligibility of the Claimant, or (ii) where a SHP claim is allowed in whole or in part but the Claimant wishes to dispute the amount of the SHP awarded, the Administrator shall send to the Claimant at the Claimant's postal or email address as indicated in the Claim Form, a notice advising the Claimant that they may request an administrative review of the decision, by way of filing a request for reconsideration (in a form to be provided by the Administrator) (a "Request for Reconsideration").
- 5.27 Any Request for Reconsideration must be received by the Administrator within 60 days of the date of the notice advising of the decision. If no Request for Reconsideration is received by the Administrator within this time period, the Claimant shall be deemed to have accepted the Administrator's determination as to ineligibility and/or amount of SHP and the determination shall be final and binding and not subject to further review by any court or other tribunal.
- 5.28 Where a Claimant files a timely Request for Reconsideration with the Administrator in accordance with sections 5.26-5.27 above, the Administrator shall advise Class Counsel of the request and an administrative review of the Claimant's Request for Reconsideration shall be conducted by a second reviewer (i.e. not the initial reviewer of the claim).
- 5.29 Following its determination in an administrative review, the Administrator shall send the Claimant, at the Claimant's postal or email address as indicated in the Claim Form (copied to Class Counsel), a notice advising the Claimant of its determination.
- 5.30 The determination of the Administrator in an administrative review is final and binding and is not subject to further review by any court or other tribunal.

6. INDEPENDENT ASSESSMENT PROCESS

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- 6.1 The Independent Assessment Process is intended to compensate Claimants for harmful experiences above and beyond the shared experiences of Eligible Class Members compensated for by the SHP. Any living Eligible Class Members whose experiences at the School(s) are beyond the systemic harms will be eligible to be considered for compensation under the Independent Assessment Process.
- 6.2 For certainty, Eligible Class Members must be alive in order to submit a claim for an IAP Payment. Further, if an Eligible Class Member dies on or after the date on which they submit a claim for an IAP Payment and they have not yet engaged in the Independent Assessment Process and completed their meeting with the Claim Evaluator, no further processing of the IAP claim will occur, and the Eligible Class Member's estate is ineligible for an IAP payment.
- 6.3 If an Eligible Class Member dies on or after the date on which they have completed their meeting with the Claim Evaluator, and if the Administrator would, but for the death, have otherwise approved an IAP Payment to them (whether or not the Administrator had yet made the decision and/or the Eligible Class Member had been notified of it), then provided the requisite proof required in Schedule 1 to this Distribution Plan is provided by the Estate Executor/Estate Claimant, their estate is entitled to be paid the full value of the IAP Payment.
- 6.4 To participate in the IAP, Eligible Class Members must complete Section B of the Claim Form and will thereby be entered into the Independent Assessment Process. At any time throughout the process, an Eligible Class Member may elect to abandon their IAP claim. For certainty, such a decision has no impact on their claim for a SHP or their ability to participate in the Sharing Circles.
- 6.5 The Administrator shall review each Claim Form and verify, for purposes of continuing through the next steps of the IAP, that the Eligible Class Member is eligible to participate in the IAP, meaning:

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(a) The claimant is an Eligible Class Member (verified in the same manner as for a SHP);
and

(b) The Eligible Class Member alleges an experience(s) above and beyond the systemic harms that are compensated for by the SHP, as indicated on Section B of the Claim Form. In order to ultimately be approved for an IAP Payment, the Eligible Class Member's experiences at the School(s) must be determined through the IAP to be beyond the harms intended to be compensated for by the SHP.

6.6 The Administrator will next assign each Eligible Class Member who has submitted an IAP claim to a Claim Facilitator (described below) and a Claim Evaluator (described below).

6.7 At every stage of the IAP at which an Eligible Class Member is engaging in a telephone, video or in-person meeting, the services of a certified interpreter will be made available. For certainty, and without limitation, the associated expenses shall form part of the Administration Fees.

i) ***STEPS IN THE IAP***

(a) Assignment of Claim Facilitator, Claim Evaluator

6.8 The Administrator will advise the Eligible Class Member in writing of the Claim Facilitator and Claim Evaluator assigned to their IAP claim.

6.9 The Administrator will send copies of the Eligible Class Member's Claim Form to the assigned Claim Facilitator and Claim Evaluator.

6.10 Within 30 days of receipt of the Claim Form, the Claim Facilitator will contact the Eligible Class Member directly to arrange a meeting.

(b) Meeting with the Claim Facilitator

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- 6.11 The Claim Facilitator will meet in person or virtually with the Eligible Class Member and explain the restorative goals underlying the distribution process and answer any questions of the Eligible Class Member.
- 6.12 Eligible Class Members have the option of attending the Claim Facilitator meeting with a support person(s) of their choosing.
- 6.13 The Claim Facilitator will seek to draw out the Eligible Class Member's experiences at the School(s) and any harm which may have resulted from such experiences. The Claim Facilitator will assist the Eligible Class Member in determining whether their experience at the School(s) fits within the systemic harms intended to be compensated for by the Systemic Harms Payment, or whether their experience is beyond the systemic harms so as to warrant consideration under the Independent Assessment Process. The decision to continue under the IAP will be at the sole discretion of the Eligible Class Member.
- 6.14 The Claim Facilitator will work with the Eligible Class Member to assess whether there exists any documentation that may be of relevant assistance to the Claim Evaluator's review. For example, the Claim Facilitator will make inquiries about the existence of any potentially relevant medical records, or statements.
- 6.15 Where the Claim Facilitator is satisfied that such documentation may exist, the Claim Facilitator shall promptly request such documentation and, upon receipt, promptly provide copies to the Eligible Class Member and to the assigned Claim Evaluator. Upon doing so, the Claim Facilitator shall destroy any copies of the documentation that remain in the Claim Facilitator's possession.
- 6.16 The Claim Facilitator shall notify the assigned Claim Evaluator when production is complete. Where there exists no supporting documentation, the Claim Facilitator shall notify the Claim Evaluator of such.

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- 6.17 The costs of any such production shall be borne by the Administrator as a disbursement (i.e. an Administration Fee). The Claim Facilitator shall send any invoices related to the production to the Administrator. Upon receipt of the invoice, the Administrator shall issue payment.
- 6.18 For certainty, supporting documentation is not a requirement under the IAP. Eligible Class Members are not required to provide written proof of their experiences. The lack of documentation shall not be used against Eligible Class Members in the determination of their eligibility. In no event shall the absence of such documentation be construed as a lack of credibility or be considered as a basis to disqualify or diminish the claims of any Eligible Class Member.

(c) Meeting with the Claim Evaluator

- 6.19 Within 30 days after being informed by the Claim Facilitator that (i) production is complete, or (ii) alternatively that no documentation will be provided, the Claim Evaluator shall be responsible for contacting the Claim Facilitator, who will arrange a meeting either in person or virtually between the Eligible Class Member and Claim Evaluator.
- 6.20 Eligible Class Members have the option of attending the meeting with the Claim Evaluator with a support person(s) of their choosing.
- 6.21 The meeting with the Claim Evaluator is intended to be restorative. The form and conduct of the meeting will aim to ensure that the process does not cause additional harm and burden on Eligible Class Members. The meeting shall be inquisitorial, not adversarial.
- 6.22 The Claim Evaluator shall ask questions of the Eligible Class Member so as to try to draw out their full story. The Claim Evaluator shall focus the meeting on the harms alleged by the Eligible Class Member and the circumstances that led to the harms.

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- 6.23 Where the Claim Evaluator has reasonable grounds to believe that an Eligible Class Member is not being honest or acting in good faith, the Claim Evaluator shall not award compensation to that Eligible Class Member under the IAP.
- 6.24 To ensure fairness and equity in the IAP evaluation process, there shall be a process whereby the Claims Evaluators shall meet to assess uniformity and consistency across assessments, provided each Claim Evaluator remains solely responsible for deciding the claims they have heard. This process will aim to maintain a standardized approach, ensuring that similar cases are treated similarly and that variations in assessments are minimized. For certainty, there is no defined quota or proportion of Eligible Class Members who must be assessed at Level 1 Harm versus Level 2 Harm, and no arbitrary limits or proportions imposed on the distribution of harm levels among Approved Claimants.
- 6.25 At the conclusion of the meeting, the Claim Evaluator will advise the Eligible Class Member that their decision will be provided in writing within 30 days. Within this timeframe, the Claim Evaluator will send to both the Eligible Class Member and Administrator a decision in standard format outlining, in plain language, key factual findings and providing a rationale for finding or not finding compensability within the Independent Assessment Process and for the compensation assessed, if any.

(d) IAP Awards and Distribution of IAP Payments

- 6.26 IAP Payments are intended to address actions taken by the perpetrator (agents, employees, and contractors of the Amherst School) or amongst students which resulted in harmful experiences that are beyond the scope of the harms compensated for by the Systemic Harms Payment (SHP).
- 6.27 IAP Payments will be awarded based on two categories of harm, Level 1 and Level 2. Level 2 Harms includes harms that are more severe than those in Level 1. Levels 1 and 2 will be assessed by the Claim Evaluators using evidence-based predictive factors that

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have been identified in the research as significant in predicting and understanding the level of harm related to childhood abuse.

- 6.28 Level 1 and Level 2 are not cumulative: an Approved Claimant shall only be paid for one of the two Levels, as determined by the Claim Evaluator.
- 6.29 The IAP Fund of \$22,105,000 shall be distributed as outlined in Table 4.
- 6.30 If there are insufficient funds in the IAP Fund to compensate all Claimants on the basis of the full value of the IAP Payments determined in accordance with Table 4, the IAP Payments shall be adjusted downward on a *pro rata* basis.
- 6.31 IAP Payments are subject to top-up from any SHP Residue as described in section 5.23.
- 6.32 The award of IAP Payments shall be guided by a list of evidence-based predictive factors that may escalate or exacerbate the harmful or lasting effects of abuse. The Claim Evaluator shall consider this list of factors in conjunction with the Eligible Class Member's life circumstances and evaluate harm for the purpose of awarding compensation based on the compensation level described in Table 4, below.

TABLE 4 – IAP Awards

Type of Harm	Award
Level 1 Harm	
Short term psychological or physical harms, arising from the following forms of abuse, including: <ul style="list-style-type: none"> • One or more incidents of physical assaults causing temporary mobility impairment or persisting pain, and resulting in an observable injury 	\$90,000-\$100,000

<p>beyond bruising, such as a sprain or soft tissue injury:</p> <ul style="list-style-type: none"> • One or more incidents of non-consensual sexual touching, fondling under clothing or kissing; • One or more incidents of exposure of genitals and/or simulated intercourse and/or masturbation by the perpetrator. 	
<p>Level 2 Harm</p>	
<p>Long-lasting and significant psychological and/or physical harm arising from the following forms of abuse, including:</p> <ul style="list-style-type: none"> • One or more incidents of physical assaults causing a serious physical injury that led to or should have led to hospitalization or medical treatment by a physician; • Permanent or demonstrated long-term physical injury, impairment or disfigurement • Loss of consciousness, broken bones, or a serious but temporary incapacitation such that bed rest or hospital care of several days duration was required, e.g., severe beating; • One or more incidents of non-consensual masturbation; • One or more incidents of attempted 	<p>\$140,000-\$150,000</p>

<p>vaginal/anal/digital penetration and/or attempted oral sex:</p> <ul style="list-style-type: none"> • One or more incidents of non-consensual vaginal/anal/digital penetration and/or oral sex. 	
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(e) IAP Awards – Appeal of the Decision of the Claim Evaluator

6.33 The decision of a Claim Evaluator with respect to the amount of an IAP Payment is final and binding, and there is no ability to appeal the amount awarded. However, an Eligible Class Member may appeal the decision of a Claim Evaluator as to entitlement to an IAP Payment if the Eligible Class Member believes the Claim Evaluator’s decision contains obvious and significant mistakes with respect to the conclusion that the alleged harms do not exceed the systemic harms and thus do not qualify for an IAP award. However, decisions of Claim Evaluators: (i) that an Eligible Class Member is ineligible due to failure to meet the definition of an Eligible Class Member; and (ii) as to the amount awarded, are not appealable.

6.34 Where an Eligible Class Member believes the decision of the Claim Evaluator that the alleged harms do not exceed the systemic harms and thus do not qualify for an IAP award, contains obvious and significant mistakes, the Eligible Class Member may file an appeal form (to be provided by the Administrator) and, if applicable, any additional documentation upon which they rely to demonstrate that the Claim Evaluator made an obvious and significant mistake in concluding that the alleged harms were within the systemic harms (collectively an “Appeal Package”). The Appeal Package must be provided to the Administrator [within 30 calendar days after receiving the decision.]

6.35 If no Appeal Package is received by the Administrator within this time period, the Eligible Class Member shall be deemed to have accepted the Claim Evaluator’s decision

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as to eligibility for IAP Payment and the decision shall be final and binding and not subject to further review by any court or other tribunal.

- 6.36 Upon receipt of an Appeal Package, the Administrator shall review the decision of the Claim Evaluator, along with the Appeal Package, to determine if the Claim Evaluator made any obvious and significant mistake(s).
- 6.37 For an appeal to be successful, the Eligible Class Member must present evidence to satisfy the Administrator on a balance of probabilities that the Claim Evaluator made an obvious and significant mistake in concluding that the alleged harms formed part of the systemic harms.
- 6.38 Where the Administrator is satisfied from the Appeal Package that the Claim Evaluator made an obvious and significant mistake, the Administrator shall substitute the decision with one of its own. The Administrator shall award compensation based on the Appeal Package and Table 4 herein.
- 6.39 Following its review of the appeal, the Administrator shall advise the Eligible Class Member of its determination and the supporting reasons. The decision of the Administrator in regard to the Eligible Class Member's appeal shall be final and binding and not subject to further review by any court or other tribunal.

7. DISTRIBUTION OF SYSTEMIC HARMS PAYMENTS AND IAP PAYMENTS

- 7.1 The Administrator shall distribute Systemic Harms Payments no more than 90 days after completing calculation of SHPs.
- 7.2 As soon as possible after all Independent Assessment Process decisions have been finalized, the time to request an appeal of the Claims Evaluator's decision has expired, and all appeal reviews have concluded, the Administrator shall allocate and distribute IAP Payments.

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- 7.3 The Administrator shall mail the individual compensation cheques to the Claimants at the postal addresses indicated in the Claim Forms within 30 days. If, for any reason, a Claimant does not cash a cheque within 6 months after the date of the cheque, the Claimant shall forfeit the right to compensation and the funds shall form part of the Compensation Fund, to be distributed in accordance with the Settlement Agreement. Thirty days prior to the expiry of the 6-month period described above, the Claims Administrator shall:
- (a) provide Class Counsel and the Defendants with a list of Claimants who have not cashed their compensation cheques;
 - (b) send the Claimant a further letter (copied to Class Counsel) advising the Claimant that they have 30 days to cash the compensation cheque; and
 - (c) provide an accounting to Class Counsel and the Defendants of any interest accrued by the Claims Administrator in relation to any monies it has held pending the clearance or expiration of all cheques.

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SCHEDULE 1 –

PAYMENTS FOR ELIGIBLE ESTATES AND ELIGIBLE REPRESENTATIVES

A. Payment if Eligible Class Member Deceased: Grant of Probate, Grant of Administration, Grant of Administration with Will Annexed, or the Like

This section applies if the Eligible Estate has legal proof that the Estate Executor may deal with the assets of the Deceased Claimant.

1. If an Eligible Class Member is deceased (“Deceased Claimant”) and the executor, administrator, trustee or liquidator of such Deceased Claimant’s estate (the “Estate Executor”) has submitted the evidence required by section A.2 to the Administrator, the Estate Executor shall have authority to provide instructions on behalf of the Deceased Claimant, and the Administrator shall pay the Estate Executor, in trust for the estate, any amounts to which the Deceased Claimant is entitled under this Settlement Agreement, with such payment made to “the estate of” such Deceased Claimant.
2. In support of a claim made pursuant to section A.1, the Estate Executor for the Deceased Claimant shall submit to the Administrator, in a form acceptable to the Administrator:
 - a) A Claim Form (if a Claim Form was not submitted by such Deceased Claimant themselves or by their Personal Representative prior to the death of the Deceased Claimant);
 - b) Evidence that such Deceased Claimant is deceased and evidence of the date on which such Deceased Claimant died (if the date of death was prior to January 31, 2019, they are not an Eligible Class Member and the Estate is ineligible for any compensation under the Settlement Agreement); and
 - c) Evidence of the following to identify the Estate Executor as having the legal authority to receive compensation on behalf of the estate of the Deceased Claimant:

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- i. If the claim is based on a will or other testamentary instrument or on intestacy, a copy of a grant of probate, a grant of administration, a grant of administration with will annexed, a grant and letters testamentary, or other document of like import; or
- ii. if the claim is based on a Quebec notarial will, an authenticated copy thereof.

B. Payment if Eligible Class Member Deceased: No Grant of Authority or the Like

This section applies if the Eligible Estate does not submit legal proof that they may deal with the assets of the Deceased Claimant.

3. If an Eligible Class Member is deceased ("Deceased Claimant") but the estate of such Deceased Claimant has **not** submitted (and/or does not have) all of the evidence required by section A.2(c) above, the Personal Representative (as defined below), or another representative of such Deceased Claimant shall be an "Estate Claimant" for the Deceased Claimant, and the Estate Claimant must submit to the Administrator, in each case in a form acceptable to the Administrator, an "Estate Representation Claim" which consists in totality of:
 - a) A Claim Form (if a Claim Form was not submitted by such Deceased Claimant themselves or by their Personal Representative prior to the death of the Deceased Claimant);
 - b) Evidence that such Deceased Claimant is deceased and evidence of the date on which such Deceased Claimant died (if the date of death was prior to January 31, 2019, they are not an Eligible Class Member and the Estate Claimant is ineligible for any compensation under the Settlement Agreement); and
 - c) The following evidence that they represent the estate of such Deceased Claimant, in each case in a form acceptable to the Administrator:

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i) *If the Deceased Claimant had a will:*

- 1) A copy of the will appointing the Estate Claimant to represent the estate of such Deceased Claimant; and
- 2) Except in respect of Deceased Claimants who were ordinarily resident in Quebec, an attestation or declaration signed by the Estate Claimant, together with one other person who knew the Deceased Claimant personally, confirming that they: (i) believe the will to be valid; (ii) do not know the will to have been revoked; (iii) know of no later will of the Deceased Claimant; and (iv) know of no executor, administrator, trustee, or liquidator that has been appointed by a court; or

ii) *If the Deceased Claimant did not have a will:*

- 1) An attestation or declaration signed by the Estate Claimant, together with one other person who knew the Deceased Claimant personally, confirming that they do not know such Deceased Claimant to have had a will and that no executor, administrator, trustee, or liquidator has been appointed by a court;
- 2) Proof of the relationship of such Estate Claimant to the Deceased Claimant, in a form reasonably acceptable to the Administrator;
- 3) An attestation or declaration signed by the Estate Claimant, together with one other person who knew the

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Deceased Claimant personally confirming:

- a. That they know of no equal priority heir of such Deceased Claimant (per below); or
- b. if there are any equal priority heirs of such Deceased Claimant (per below), listing the persons at the same priority level and providing such persons' signed consent for the Estate Claimant to act for the estate of such Deceased Claimant.

4. For purposes of this protocol, the priority level of heirs from highest to lowest priority is:

- a) For all Deceased Claimants other than those who were ordinarily resident in Quebec, as follows, with each term defined in
 - i. surviving spouse or common-law partner;
 - ii. children;
 - iii. grandchildren
 - iv. parents;
 - v. siblings;
 - vi. children of siblings.
- b) For Deceased Claimants who were ordinarily resident in Quebec as set out in the Civil Code of Quebec (RLRQ, c. CCQ-1991) as follows:
 - i. surviving spouse
 - ii. children, or their own children if the case may be
 - iii. parents; and
 - iv. siblings, or their own children if the case may be.

5. If only one Estate Representation Claim is submitted in respect of such Deceased Claimant on or prior to the Claim Deadline, the Estate Claimant, having provided the necessary

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documentation as described above, shall have authority to provide instructions on behalf of the Deceased Claimant, and the Administrator shall pay the Estate Claimant any amounts to which the Deceased Claimant was entitled under the Settlement Agreement, payable to the estate of the Deceased Claimant.

6. If more than one Estate Representation Claim is made in respect of such Deceased Claimant on or prior to the Claim Deadline:
 - a. The Estate Claimants identified in all such Estate Representation Claims may submit to the Administrator: (i) a signed agreement directing the payment of the amount(s) to which such Deceased Claimant is entitled under the Settlement Agreement; and (ii) provide a release in a form acceptable to the Administrator, and the Administrator will pay such amounts to the estate of the Deceased Claimant in accordance with such agreement; or
 - b. If the Estate Claimants identified in all such Estate Representation Claims do not submit to the Administrator an agreement in accordance with section B.6.a above, the Administrator shall require one of the Estate Claimants to submit the evidence set out in section B.6.a including a release and indemnity in a form satisfactory to the Administrator and the Administrator will pay such person on behalf of the estate of the Deceased Claimant the amount to which the Deceased Claimant was entitled under the Settlement Agreement:
 - c. If no person submits the evidence set out in section B.6.a to the Administrator within one month of the Claim Deadline, the amount(s) to which the Deceased Claimant was entitled shall form part of the SHP Fund and will be distributed in accordance with the Settlement Agreement.

C. Person Under Disability

7. If a Claimant who submitted a Claim Form to the Administrator prior to the Claim Deadline is or becomes a person who is unable to manage or make reasonable judgments or decisions

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in respect of their affairs by reason of mental incapacity and for whom, prior to their receipt of any amount to which they are entitled under this Settlement Agreement, a person has been appointed pursuant to the applicable provincial or federal legislation to manage or make reasonable judgments or decisions in respect of the affairs of a Person Under Disability ("Personal Representative") (such a claimant being a "Person Under Disability"), and the Administrator receives notice that such Claimant is a Person Under Disability prior to paying such amounts, and is satisfied that the Personal Representative has been appointed to look after their financial affairs, the Administrator shall pay the Personal Representative of such Claimant any amounts to which the Claimant is entitled under the Settlement Agreement. If the Administrator receives no such notice, the Administrator shall pay such amounts to the Claimant.

8. If a Claimant is or becomes a Person Under Disability prior to submitting a Claim Form to the Administrator, the Personal Representative of the Claimant, who has provided documentation satisfying the Administrator that they have been appointed to look after the Claimant's financial affairs, may provide instructions and submit a Claim Form on behalf of such Claimant prior to the Claim Deadline.

Schedule "B"

NOTICE OF CLASS ACTION SETTLEMENT APPROVAL***Martell and Perrier v. The Attorney General of Nova Scotia and Atlantic Provinces Special Education Authority*****Supreme Court of Nova Scotia, Hfx. No. 447198****This Notice is also available in ASL at www.NSDeafSchoolsClassAction.com.****WHAT IS THIS ABOUT?**

A judge at the Supreme Court of Nova Scotia has approved a class action settlement.

The class action is about two schools in Nova Scotia for deaf students, both of which are now closed:

- The Halifax School for the Deaf; and
- The Amherst School (formerly the Interprovincial School for the Education of the Deaf).

The class action alleged that the Province and the Atlantic Provinces Special Education Authority ("APSEA") were negligent in how they ran the Schools, causing harm to students.

After a hearing on November 28, 2025, the judge said the settlement is fair, and reasonable and in the best interest of the Class.

Eligible Class Members must apply by [deadline] to be considered for compensation.

To see the claim form and watch helpful ASL videos, go to the settlement website at www.NSDeafSchoolsClassAction.com.

THE SETTLEMENT

Under the settlement, the Defendants will pay:

- Up to **\$36 million** to former students
- **\$3 million** for restorative Sharing Circles and support programs for the Deaf community
- **\$2.5 million** for the costs of administering the settlement
- **\$15,000 each** to the Representative Plaintiffs who helped bring the lawsuit
- **\$*** to pay the legal fee to Wagners (class counsel), plus **\$*** to reimburse Wagners for their legal expenses

WHO CAN APPLY?

You can apply if you went to the Halifax and/or Amherst School between 1913 and 1995, and you were a residential student (living at the School), day student (going to class during the day, but returning home at night), or vocational student (doing job training). Vocational students must have been a residential or day student first in order to get money.

If the student died before January 31, 2019, no money is available for them.

If the student died on or after January 31, 2019, their family or estate may get half of the Systemic Harms Payment, described below. These estate claims cannot apply for the IAP Payment, described below.

WHAT PAYMENTS ARE AVAILABLE?

There are two kinds of payments:

I: Systemic Harms Payment (SHP):

This payment is for harmful experiences many students faced at the Schools, like:

- Being punished for using sign language
- Being hit, punished harshly, or called names
- Being treated unfairly

How much money you can get depends on two things:

1. How long you went to the School in total, and
2. What type of student you were – residential, day, or vocational

Residential students receive the highest payment, because students were there 24 hours a day. Day students and vocational students receive 1/3 of that amount, because they didn't board at the Schools.

The more time spent at the Schools, the higher the amount.

For example, someone who was a residential student for one year or less gets \$10,000, but they get \$15,000 if they were there for two years, \$18,000 if they were there for three years, and \$20,000 if they were there for four years. There is an extra \$1,000 for every year after the fourth year.

If many people apply, payments may go down a little, so everyone gets a fair share. If fewer people apply than expected, payments may go up a little, up to 10% more.

Final amounts will be decided after all claim forms are received.

2: Independent Assessment Process Payment (IAP Payment):

The Independent Assessment Process is for students who experienced serious harm from physical or sexual abuse at the Schools. It involves a meeting with an independent evaluator. The meeting can happen in person or online, with sign language interpreters.

This payment is called the Independent Assessment Process Payment, or IAP Payment. It will only be paid if a student experienced different harm than what is covered by the Systemic Harms Payment.

There are two payment levels:

- **Level 1:** \$90,000 to \$100,000
- **Level 2:** \$140,000 to \$150,000.

If more people apply than is expected, payments may go down a little, so everyone gets a fair share.

This process is:

- Private and respectful
- Not a court hearing
- You can bring someone to support you

More information about who can apply and what is required is in the claim form. **Learn more by watching ASL videos at www.NSDeafSchoolsClassAction.com.**

HOW TO APPLY

To participate in the settlement, you must fill out a claim form and send it to Verita Global by the deadline. **[*, 2026]**.

If you filled out an intake form before and sent it to Wagners, that is different. You must fill out this claim form to be considered under the settlement.

If you are applying for someone who died on or after January 31, 2019, you must also send papers that show you are allowed to apply for their estate. The claim form explains what documents are required.

You will not receive any money if you do not submit a claim form by the deadline.

You can download the claim form and watch more helpful ASL videos at www.NSDeafSchoolsClassAction.com.

HOW MUCH IS THE LEGAL FEE?

The law firm of Wagners, in Halifax, has worked on this case since 2015 without any payment.

The judge approved their legal fee of \$[*], plus reimbursement of expenses in the amount of \$[*].

These legal costs do not come out of your payment.

QUESTIONS?

Verita Global is the company helping with the settlement. The lawyers asked the Court to approve Verita Global for this job, and the Court agreed.

Verita Global is not part of the government or the lawyers. They are a separate, neutral company.

They can help you and answer questions.

You can contact **Verita Global** at:

Email: info@NSDeafSchoolsClassAction.com

Phone: 1-888-999-9616

Or you can contact **Wagners** at:

Email: classaction@wagners.co

Phone: 902-425-7331 / 1-866-455-1355

Verita Global and Wagners are available to take calls through Video Relay Service (VRS) and Teletypewriter (TTY).

Do not contact the Court about this Notice.

Schedule "C"

Phase II Notice Plan

All Phase II Notice steps will be implemented no later than 65 days after the Effective Date, and in a coordinated fashion.

A. Direct Notice:

1. The Administrator will send a copy of the Phase II Notice to all individuals on the Class Contact List. The Phase II Notice will be sent by email and mail where both points of contact have been provided; otherwise, it will be sent to the one point of contact provided. For the mailed Phase II Notice, a QR code will be included to provide easy access to the settlement website through a mobile device. One or more information videos explaining the contents of Phase II Notice, created with the assistance of certified sign language interpreters, will be posted on the settlement website administered by the Administrator. Recipients of the Phase II Notice will be directed to these videos on the settlement website.

B. Indirect Notice:

1. Class Counsel will post the Phase II Notice on Class Counsel's website at www.wagners.co.
2. The Administrator will implement a digital and social media campaign to effectively reach Class Members, with a demographic focus on adults aged 40+ who may be deaf or hard of hearing, and with 75% of impressions allocated to Atlantic Canada and the remaining 25% to the rest of Canada. The campaign will include digital banner ads that appear on websites (including CBC News) and social media platforms (including Facebook).
3. The Administrator will arrange for a short form of the Phase II Notice, with a QR code where applicable, to be published once in the print and digital versions of *The Globe and Mail* (national edition), *The Chronicle Herald* (Nova Scotia), *Cape Breton Post* (Nova Scotia), *The Guardian* (Prince Edward Island), *Telegraph-Journal* (New Brunswick), and *The Telegram* (Newfoundland and Labrador).
4. The Administrator will issue a press release describing the contents of Phase II Notice.

5. The Administrator will distribute the Phase II Notice, by email where possible, and otherwise by regular mail, to a list of relevant organizations and communities that serve people who are Deaf and hard of hearing across Canada. The Administrator will request that these organizations share the Phase II Notice with the people they serve, including by posting it in a visible location and/or distributing it through their communication platforms.
6. Class Counsel will provide Phase II Notice to anyone upon request.

