

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION**

BETWEEN		2007 01T4955 CP
	Carol Anderson and Allen Webber	Plaintiffs
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0845 CP
	Edna Winters	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0844 CP
	Rosina Holwell	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0846 CP
	Joyce Allen	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2007 01T 5423 CP
	Toby Obed and William Adams	Plaintiffs
	-and-	
	The Attorney General of Canada	Defendant

Brought under the *Class Actions Act*, S.N.L. 2001, c. C-18.1

ORDER

BEFORE THE HONOURABLE JUSTICE STACK:

UPON HEARING the Application made by the Plaintiffs, on consent, for an order approving the settlement agreement between the parties (the "Settlement Agreement" or "Settlement") and other ancillary orders to facilitate the Settlement;

AND UPON READING the materials filed by the Plaintiffs in support of this application;

AND UPON BEING ADVISED of the Defendant's consent to the form of this Order, save as to paragraph 19 which is unopposed;

RM

Filed	Sept. 28/16	12
-------	-------------	----

AND UPON HEARING the oral submissions of counsel for the Plaintiffs and counsel for the Defendant on September 27, 2016;

IT IS ORDERED THAT:

1. For the purposes of this Order, the following definitions shall apply:

- (i) **"Court Approval Date"** means the later of:
 - (i) 31 days after the date on which the Supreme Court of Newfoundland and Labrador Trial Division issues this Order; and
 - (ii) the disposition of any appeals from this Order;
- (ii) **"Class" or "Class Members"** means:
 - (i) All persons who attended the Lockwood School, located in Cartwright, Labrador between March 31, 1949 and the date of closure of the Lockwood School;
 - (ii) All persons who attended the Nain Boarding School, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Nain Boarding School;
 - (iii) All persons who attended the St. Anthony Orphanage and Boarding School located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the St. Anthony Orphanage and Boarding School;
 - (iv) All persons who attended the Makkovik Boarding School, located in Makkovik, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Makkovik Boarding School; and
 - (v) All persons who attended the Yale School, located in Northwest River, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Yale School.
- (iii) **"Releasees"** means individually and collectively, Canada, and each of the past, present and future Ministers of the federal government, its Departments and Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators and assigns.
- (iv) **"Settlement Agreement"** means the executed Settlement Agreement between the parties in September 2016, attached as **Schedule "A"** to this Order.
- (v) **"Settlement Fund"** means the settlement fund established pursuant to paragraph 1 of the Settlement Agreement.

AM

2. The Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class Members.

3. The Settlement Agreement, which is expressly incorporated by reference into this Order, be and hereby is approved and shall be implemented in accordance with this Order and further orders of this Court. The definition of "Class Member" and paragraph (iv) of Annex "A" in the Settlement Agreement are hereby amended to reflect subparagraph 1(i)(iv) of this Order and subparagraph 13(e) of the Settlement Agreement is hereby amended to reflect subparagraph 4(v) of this Order.

4. The claims of the Class Members and the Class as a whole, shall be discontinued against the Defendant and are released against the Releasees in accordance with paragraph 13 of the Settlement Agreement, in particular as follows:

- (i) Each Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Class Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the schools and residences listed in Annex "A" to the Settlement Agreement or the operation of such Schools and residences and this release includes any such claim made or that could have been made in any proceeding whether asserted directly by the Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member.
- (ii) The Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Contributory Negligence Act*, RSNL 1990, c C-33 or its counterpart in any other jurisdiction, the common law, or any other statute of Newfoundland and Labrador or any other jurisdiction in relation to the listed schools and residences or the operation of such schools and residences;
- (iii) Canada's obligations and liabilities under the Settlement Agreement constitute the consideration for the releases and other matters referred to herein and such consideration is in full and final settlement and satisfaction of any and all claims referred to or capable of being raised herein and the Class Members are limited to

RM

the benefits provided and compensation payable pursuant to the Settlement Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.

- (iv) For greater certainty, the releases referred to herein bind each Class Member whether or not he or she submits a claim, whether or not he or she is eligible for individual compensation under the Settlement Agreement or whether his or her claim is accepted or paid in whole or in part.
- (v) Each Class Member and each or his or her respective heirs, executors, administrators, personal representatives, agents, subrogees, insurers, successors and assigns shall not make any claim or take any proceeding against any person or corporation including the Releasees, in connection with or related to the claims released, who might claim or take a proceeding against the Releasees in any manner or forum, for contribution or indemnity or any other relief at common law or in equity or under any other federal, provincial or territorial statute or the applicable rules of Court. A Class Member who makes any such claim or takes any such proceeding shall immediately discontinue the claim or proceeding and this paragraph shall operate conclusively as a bar to any such action or proceeding.

5. This Order, including the releases referred to in paragraph 4 above, and the Settlement Agreement are binding upon all Class Members, including those persons who are under a disability.

6. The healing and commemoration projects agreed to in paragraphs 5, 6 and Schedule B to the Settlement Agreement shall be funded by the Defendant, which funding shall be in addition to the Settlement Fund.

7. This Court, without in any way affecting the finality of this Order, reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, all of the Class Members and the Defendant for the limited purposes of implementing the Settlement Agreement and enforcing and administering the Settlement Agreement and this Order.

8. Save as set out above, the Plaintiffs are granted leave to discontinue these actions without costs and with prejudice, and that such discontinuance shall be an absolute bar to any subsequent action in respect of the subject matter hereof.

9. Notice of the Settlement shall be distributed substantially in the same form as the notice plan attached as **Schedule "B"** (the "Phase 2 Notice Plan").

RM

10. The following notice materials are approved and are to be distributed pursuant to the Phase 2 Notice Plan:

- (i) Long form notice substantially in the same form as attached as **Schedule "C"**;
- (ii) Summary notice for publication and mailing substantially in the same form as attached as **Schedule "D"**;
- (iii) Press release substantially in the same form as attached as **Schedule "E"**; and
- (iv) Cover letter to community groups substantially in the same form as attached as **Schedule "F"**.

11. The Phase 2 Notice Plan satisfies the requirements of the *Class Actions Act* and shall constitute good and sufficient service upon class members of notice of this Order, approval of the Settlement and discontinuance of these actions.

12. The distribution of notice as contemplated in the Phase 2 Notice Plan shall commence within seven (7) days of the Court Approval Date. The cost of the implementation of the Phase 2 Notice Plan and related notice costs shall be paid out of the Settlement Fund.

13. The legal fees, disbursements and applicable taxes owing to Class Counsel shall be determined by further order of this Court and are to be paid out of the Settlement Fund.

14. Crawford Class Action Services shall be and hereby is appointed as Claims Administrator pursuant to the Settlement Agreement. The fees, disbursements and applicable taxes of the Claims Administrator shall be paid out of the Settlement Fund.

15. This Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the Settlement Agreement and this Order.

16. Class Counsel shall report back to the Court on the administration of the Settlement Agreement at reasonable intervals not less than semi-annually, as requested by the Court and upon the completion of the administration of the Settlement Agreement.

17. Class Members who are residents of the Province of Newfoundland and Labrador who previously opted out of any of these actions shall be permitted to opt back in to the Actions to

MS

participate in the Settlement by delivering a signed opt-in form, or some other legible signed request to opt in, by the Claims Deadline as set out in the Settlement Agreement, to the Claims Administrator.

18. Class Members who are not residents of the Province of Newfoundland and Labrador and who previously failed to opt in by November 30, 2012 shall be permitted to opt in to the Actions to participate in the Settlement by delivering a signed opt-in form, or some other legible signed request to opt in, by the Claims Deadline as set out in the Settlement Agreement, to the Claims Administrator.

19. The representative Plaintiffs, Sara Asivak (by her estate), Edgar Lucy (by his estate), Carol Anderson, Toby Obed, Allen Weber, Rosina Holwell and William Adams, shall each receive the sum of \$10,000 as an honorarium to be paid out of the Settlement Fund and the following witnesses at the common issues trial of these actions shall receive the sum of \$1,000 as an honorarium to be paid out of the Settlement Fund:

- (i) Cindy Lyall;
- (ii) Josie Penny;
- (iii) Debborah Pappish;
- (iv) Penny Blake;
- (v) Joyce Allen;
- (vi) Maria Brazeau;
- (vii) Audrey Wiggins;
- (viii) James Tuttauk;
- (ix) Rod Pardy;
- (x) Maggie Toomashie;
- (xi) Rex Holwell;
- (xii) Joe Atsatata;
- (xiii) T. Okkuatsiak;

AM

- (xiv) Faye Gear;
- (xv) William Allen;
- (xvi) Don Preston;
- (xvii) Robert Preston;
- (xviii) Edna Winters;
- (xix) Barry Allen;
- (xx) Richard Preston;
- (xxi) Nora Ford;
- (xxii) Eleonora Godwin; and
- (xxiii) Steve Brown.

DATED at St. John's, in the Province of Newfoundland and Labrador this 28th day of September, 2016.

Linda Boyle.

Assistant Deputy Registrar

KM-2318730v6

RM

SCHEDULE "A"

MS

SCHEDULE "A"

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION

BETWEEN		2007 01T4955 CP
	Carol Anderson and Allen Webber	Plaintiffs
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0845 CP
	Sara Asivak	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0844 CP
	Rosina Holwell	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0846 CP
	Edgar Lucy	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2007 01T 5423 CP
	Toby Obed and William Adams	Plaintiffs
	-and-	
	The Attorney General of Canada	Defendant


Brought under the *Class Actions Act*, S.N.L. 2001, c.
C-18.1

SETTLEMENT AGREEMENT

WHEREAS, following the Terms of Union in 1949, Canada and certain Provincial and other entities participated in the funding, oversight and management of the facilities located at Cartwright, Makkovik, Nain, North West River, and St. Anthony schools and dormitories (the "Schools") all located in Newfoundland and Labrador,

AND WHEREAS, the Provincial and other entities are not contributing to the resolution of this matter, and Canada and the Class Members (the "Parties") desire a fair and final resolution of the five (5) consolidated and certified class proceedings styled as

nm

 KL3

Anderson et al. v. Canada, Court File Numbers 2007 01T4955CP, 2007 01T5423 CP, 2008 01T0845 CP, 2008 01T0844 and 2008 01T0846 (the "Actions"),

AND WHEREAS the Parties acknowledge that the Actions are currently in the middle of the common issues trial before Justice Stack, which commenced on September 28, 2015, the Plaintiffs having closed their case on February 1, 2016,

AND WHEREAS the Parties agree that this Settlement Agreement must be approved by Justice Stack of the Trial Division of the Supreme Court of Newfoundland and Labrador, pursuant to the Newfoundland and Labrador *Class Actions Act*,

AND WHEREAS this Agreement is entered into wholly without admission of liability on the part of the Defendant,

NOW THEREFORE, IN CONSIDERATION of the mutual covenants set out herein, the Parties have entered into this Agreement on the following terms:

A. DEFINITIONS

All defined terms shall have the same meaning as set out in the Distribution Plan attached hereto as Schedule "A" except that

"Class Member" means

- All persons who attended the Lockwood School, located in Cartwright, Labrador between March 31, 1949 and the date of closure of the Lockwood School;
- All persons who attended the Nain Boarding School, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Nain Boarding School;
- All persons who attended the St. Anthony Orphanage and Boarding School located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the St. Anthony Orphanage and Boarding School.
- All persons who attended the Makkovik Boarding School, located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Makkovik Boarding School; and
- All persons who attended the Yale School, located in Northwest River, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Yale School.

"Releasees" means individually and collectively, Canada, and each of the past, present and future Ministers of the federal government, its Departments and Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators and assigns.

B. SETTLEMENT AMOUNT

1. Canada shall pay to Class Counsel the all-inclusive one-time sum of \$50,000,000.00 (fifty million) (CDN) in full and final satisfaction of all claims asserted or capable of being asserted in these actions (the "Settlement Amount"). The Settlement Amount shall be paid to Koskie Minsky, in trust, within fourteen (14) days of the settlement approval order becoming final.

2. The Settlement Amount shall be inclusive of all administrative costs associated with the settlement and distribution of settlement proceeds, all notice costs and all legal fees and disbursements. The Settlement Amount does not include monies to be paid by Canada for agreed commemoration and healing projects.

3. For greater certainty, the settlement approval order shall become final when the time for appealing or seeking leave to appeal the order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

B. DISTRIBUTION OF NET SETTLEMENT FUNDS

4. The Class Members have structured the compensation distribution scheme in the manner proposed in Schedule A to this Agreement. Canada agrees that the Class Members alone have formulated a distribution scheme they deem most fair and reasonable to all the class members, subject to court approval. Canada shall not oppose the distribution scheme proposed in Schedule A and tendered to the court for approval.

C. HEALING AND COMMEMORATION PROJECTS

5. Canada shall pay the costs of mutually agreeable commemoration and healing projects as set out in Schedule B to this Agreement. The funding for commemoration and healing projects shall be additional to the Settlement Amount referred to above.

6. An advisory panel is established to assist Canada in identifying appropriate projects and steps to be taken towards both commemoration and healing initiatives. The advisory panel consists of the following persons: Krista Robertson and Catharine Moore on behalf of Canada; Steven Cooper on behalf of Class Counsel; representative plaintiff Toby Obed; James Igloliorte on behalf of Nunatsiavut Government; Helen Andrew on behalf of Innu Nation; and, Kirk Lethbridge on behalf of NunatuKavut Community Council (the "Commemoration and Healing Advisory Panel" or "CHAP"). The parties agree to the specific projects set out in Schedule B to this Agreement; however, implementation of the specific projects may take place at any time agreed between the parties.

MS

 MB

D. COURT APPROVAL AND IMPLEMENTATION

7. The Parties acknowledge that the terms of this Agreement require court approval pursuant to the Newfoundland and Labrador *Class Actions Act*.

8. The Parties shall move before Justice Stack for approval of this Agreement on September 27, 2016.

9. The Parties agree to file application materials with respect to the settlement approval application and counsel shall collaborate reasonably and in good faith on the content of such application materials. Neither Party will file any material on the settlement approval application without affording the other Party a reasonable opportunity to review and approve the content of the material. For greater certainty all parties must consent to the form and content of the approval order to be issued by the Court.

E. LEGAL FEES TO CLASS COUNSEL

10. Class Counsel shall move before Justice Stack for approval of their requested legal fees on September 28, 2016. Canada shall take no position on that application. Canada shall have no role in the manner in which Class Counsel decide to divide or share the ultimate fee award approved by the court. For greater certainty, the review and approval provisions of paragraph 9 do not apply to any materials filed with the court for the purposes of fee approval.

F. CONFIDENTIALITY OF NEGOTIATIONS

11. The Parties agree to maintain confidentiality as to the discussions, positions and communications, made in and surrounding the negotiations leading to this Agreement.

G. PUBLIC COMMUNICATIONS

12. The Parties shall comment favourably on the terms of this Agreement; however, Canada will express no opinion on the Distribution Plan.

H. CLASS MEMBER RELEASES

13. The Approval Orders will declare that in the case of Class Members:

- a) Each Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Class Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or

Handwritten signature and initials, possibly "IMS", in the bottom right corner of the page.

by way of any subrogated or assigned right or otherwise in relation to the schools and residences listed in Annex "A" to this agreement or the operation of such Schools and residences and this release includes any such claim made or that could have been made in any proceeding whether asserted directly by the Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member.

b) The Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Contributory Negligence Act*, RSNL 1990, c C-33 or its counterpart in any other jurisdiction, the common law, or any other statute of Newfoundland and Labrador or any other jurisdiction in relation to the listed schools and residences or the operation of such schools and residences;

c) Canada's obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to herein and such consideration is in full and final settlement and satisfaction of any and all claims referred to or capable of being raised herein and the Class Members are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.

d) For greater certainty, the releases referred to herein bind each class member whether or not he or she submits a claim, whether or not he or she is eligible for individual compensation under the Agreement or whether his or her claim is accepted or paid in whole or in part.

e) Each class member and each or his or her respective heirs, executors, administrators, personal representatives, agents, subrogees, insurers, successors and assigns shall not make any claim or take any proceeding against any person or corporation including the Crown, in connection with or related to the claims released, who might claim or take a proceeding against the Defendants in any manner or forum, for contribution or indemnity or any other relief at common law or in equity or under any other federal, provincial or territorial statute or the applicable rules of Court. A class member who makes any such claim or takes any such proceeding shall immediately discontinue the claim or

AM

Handwritten signature and scribble.

proceeding and this paragraph shall operate conclusively as a bar to any such action or proceeding.

I. NOTICE OF SETTLEMENT APPROVAL

14. Once the Court has approved the Agreement, Class Members will be provided with notice of the settlement approval in a form approved by the Court.

J. COUNTERPARTS

15. The Parties agree that this Agreement may be executed in counterparts.

K. EFFECTIVE IN ENTIRETY

16. None of the provisions of this Agreement will become effective unless and until Justice Stack or an appellate court approves all the provisions of this Agreement.

L. TERMINATION OF AGREEMENT

17. This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

M. ENTIRE AGREEMENT

18. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

N. BENEFIT OF THE AGREEMENT

19. This Agreement will enure to the benefit of and be binding upon the respective heirs, assigns, executors, administrators and successors of the Parties.

O. PROPER LAW OF THE AGREEMENT

20. This Agreement will be governed by the law of Newfoundland and Labrador.

P. DAY FOR ANY ACTION

21. Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a business day, such action may be done on the next succeeding day that is a business day.

Handwritten signature and date "11/23".

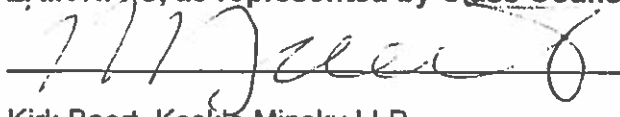
Signed this 1st day of Sept 2016

CANADA, as represented by the Attorney General of Canada

BY: _____

Paul Thoppil, Chief Financial Officer, Indigenous and Northern Affairs Canada

THE PLAINTIFFS, as represented by Class Counsel

BY: 

Kirk Baert, Koskie Minsky LLP

BY: _____

Steven Cooper, Ahlstrom Wright Oliver & Cooper LLP

BY: _____

Ches Crosbie, Ches Crosbie Barristers

n/m


1123

Signed this 15th day of Sept 2016

CANADA, as represented by the Attorney General of Canada

BY: _____

Paul Thoppil, Chief Financial Officer, Indigenous and Northern Affairs Canada

THE PLAINTIFFS, as represented by Class Counsel

BY: [Signature]

Kirk Baert, Koskie Minsky LLP

BY: _____

Steven Cooper, Ahlstrom Wright Oliver & Cooper LLP

BY: [Signature]

for Ches Crosbie, Ches Crosbie Barristers

1223

Annex "A"

- (i) the Lockwood School, and any residence associated with it, located in Cartwright, Labrador between March 31, 1949 and the date of closure of the Lockwood School;
- (ii) the Nain Boarding School, and any residence associated with it, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Nain Boarding School;
- (iii) the St. Anthony Orphanage and Boarding School and any residence associated with it, located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the St. Anthony Orphanage and Boarding School;
- (iv) the Makkovik Boarding School, and any residence associated with it, located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Makkovik Boarding School; and
- (v) the Yale School, and any residence associated with it, located in Northwest River, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Yale School.


Handwritten signature or initials, possibly "W.B.", located in the bottom right corner of the page.

Schedule "A"

DISTRIBUTION PLAN

1. The following definitions apply:
 - a) **Abuse Compensation Payment ("ACP"):** means a payment pursuant to Schedule 1 herein, paid to an eligible Survivor Class Member.
 - b) **Academic Year:** means a year commencing August 1 of each year and ending on July 31 of the following year.
 - c) **Action:** means the following consolidated actions:
 - i. Anderson et al v. The Attorney General of Canada et al – Action 2007 01T4955 CP
 - ii. Asivak et al v. The Attorney General of Canada et al – Action 2008 01T 0845 CP
 - iii. Holwell et al v. The Attorney General of Canada et al – Action 2008 01T 0844 CP
 - iv. Lucy at al v. The Attorney General of Canada et al – Action 2008 01T 0846 CP
 - v. Obed v. The Attorney General of Canada et al – Action 2007 01T 5423 CP
 - d) **Approval Order:** means the order approving the settlement of the Action and this Distribution Plan.
 - e) **Claim Form:** means a sworn written claim from a Survivor Class Member or his or her lawful representative seeking compensation from the Compensation Fund.
 - f) **Claims Administrator:** means a person or entity hired to administer the claims made pursuant to this Distribution Plan.
 - g) **Claims Deadline:** means six-months after the Court Approval Date.
 - h) **Class Counsel:** means Koskie Minsky, Ahlstrom Wright Oliver & Cooper LLP, and Ches Crosbie Barristers now trading as Patient Injury Law.
 - i) **Class Period:** means for Facilities in:
 - i. Makkovik - April 1, 1949 to June 30, 1960
 - ii. Cartwright - April 1, 1949 to June 30, 1964
 - iii. Nain - April 1, 1949 to June 30, 1973
 - iv. St. Anthony - April 1, 1949 to June 30, 1979
 - v. Northwest River - April 1, 1949 to June 30, 1980
 - j) **Compensable Abuse:** means abuse as defined by Schedule 1 herein, of a Survivor Class Member, that occurred during the Class Period:
 - i. in the case of a Residential Student, at any time during the term of his or her Residence in one of the Facilities, whether or not the abuse occurred on the premises of one or more of the Facilities;
 - ii. in the case of a Non-Residential Student, on the premises of one or more of the Facilities
 - k) **Compensation Fund:** means funds to be paid to the Claims Administrator pursuant to the

AM

 1/24/13

settlement of the Action less amounts ordered payable to Class Counsel, compensation for the Claims Administrator (including all expenses and taxes) and any expenses and taxes relating to the Notice of Court Approval and Notice of Approval Hearing.

- l) **Court Approval Date:** means the later of:
 - i. thirty days after the approval order is issued; or
 - ii. the disposition of any appeals from the Approval Order.
- m) **Facilities:** means any of the five residential premises, by whatever name they existed during the Class Period as located in North West River, Makkovik, Nain, Cartwright and St. Anthony, operated by the International Grenville Association or the Moravian Church, in the province of Newfoundland and Labrador.
- n) **General Compensation Payment ("GCP"):** means a payment pursuant to paragraphs 10-13 herein to an eligible Residential Student.
- o) **Hearing Officer:** means a person retained by the Claims Administrator to adjudicate compensation claims independent of and from the Claims Administrator.
- p) **Hearing:** includes telephone and personal attendance in any combination as reasonably determined by the Hearing Officer.
- q) **Late Claim:** means any Claim Form submitted after the Claims Deadline.
- r) **Non-Residential Student:** means a Survivor who is not a Residential student at the time of the abuse, but was attending grade school (Pre K-12 or upgrading).
- s) **Notice of Court Approval:** means the court-approved notice advising of the approval of the settlement and advising of the claims process.
- t) **Notice of Court Approval Hearing:** means the court-approved notice advising of the hearing to approve the settlement of the Action.
- u) **Resided:** means was living at a Facility and is not intended to cover non-residential overnight stays (example: sleepovers, community events).
- v) **Residential Student:** means a Survivor Class Member who Resided at a Facility for the purpose of attending grade school (Pre K-12 or upgrading) regardless of any other purpose (for example: as a ward of the Province).
- w) **Survivor Class Member ("Survivor"):** means
 - i. Any member of the survivor class as defined in the within Action who Resided at one or more of the Facilities at any time during the Class Period; and
 - ii. For ACP purposes only, shall include any Non-Residential Student who suffered Compensable Abuse at one of the Facilities whether or not that

person was a Resident of that Facility at the time of the abuse; and

- iii. Was alive at November 23, 2006; and
- iv. Was under the age of 21 years at the time he or she Resided at a Facility or at the time of the Compensable Abuse, as the case may be; and

Submitting Claims

- 2. A Survivor may not submit more than one Claim Form. In particular, a Survivor shall submit one Claim Form that comprises all claims that he or she may have individually relating to all Facilities attended. If more than one Claim Form is submitted within the time specified herein, the Claims Administrator will treat them as one Claim Form.
- 3. Each Claim Form must be submitted by the Claims Deadline.
- 4. The Claims Administrator shall, in its own discretion, determine whether any Late Claim should be considered for compensation if:
 - a. it can be determined that the Survivor formed an intention to submit a Claim Form prior to the Claims Deadline but was unable to do so because of the fault of carelessness of a third party, or
 - b. exceptional circumstances can be shown that would warrant the consideration of the Claim.
- 5. The Claims Administrator shall investigate a Late Claim and make determinations on its acceptance by no later than sixty days after the Claims Deadline and only if funds remain in the Compensation Fund pursuant to paragraph 30 herein available for disbursement towards a Late Claim.

Processing Claims

- 6. The Claims Administrator shall review each Claim Form and verify:
 - a. For a Survivor claiming on his or her own behalf, that the Survivor did not opt out of the Action, or opted into the Action, each as the law or order of the Court allows.
 - b. For any other person claiming on behalf of a Survivor or a Survivor's estate, that:
 - i. the person has authority to act on behalf of the Survivor or the Survivor's estate in respect of financial affairs; and
 - ii. the person or estate on whose behalf the claim was submitted is a Survivor who did not opt out of the Action, or was opted into the Action as the law or order of the court allows.

AM

7. The Claims Administrator shall review the Claim Form and identify the correct level of compensation.
8. In consultation with Class Counsel, the Claims Administrator shall establish procedures, if necessary, to review and examine the veracity of claims.

Compensation Cheques

9. The Claims Administrator shall mail the compensation cheques to each Survivor at his or her last known postal address. If, for any reason, a Survivor does not cash a cheque within six months after the date of the cheque, the Survivor shall forfeit the right to compensation. The Claims Administrator shall advise Class Counsel of all Survivors who have not cashed their cheques one month before the six month period to cash cheques expires.

General Compensation Payment ("GCP")

10. Payment shall be made to each Residential Student who Resided at a Facility for any length of time during the Class Period.
11. No GCP shall be made to any Non-Residential Student.
12. Payments shall be made in the sum of \$15,000 for any Residential Student who Resided at one or more of the Facilities during the Class Period for less than five Academic Years or parts thereof.
13. Payments shall be made in the sum of \$20,000 for any Residential Student who Resided at one or more of the Facilities during the Class Period for five or more Academic Years or parts thereof.
14. Within sixty days after the Claims Deadline has passed:
 - a. The Claims Administrator shall complete the assessment of all GCP claims and shall determine whether there will be sufficient funds in the Compensation Fund to satisfy all GCP Payments if all GCP claims are deemed eligible.
 - b. If the Claims Administrator determines that there are sufficient funds, then the Claims Administrator shall make the GCP payments without delay.
 - c. If the Claims Administrator determines that there are insufficient funds then it shall not make any GCP payments until a determination is made, in consultation with Class Counsel, as to how the distribution of such funds shall proceed. In that case, the primary intention shall be to pay GCP eligible claimants on a pro-rata basis, unless there are circumstances which would warrant a departure from that intention.


Abuse Compensation Payment ("ACP")

15. This process shall be primarily based on the Claim Form of an eligible Survivor submitted to the Claims Administrator.
16. The Claim Form shall be assessed by the Claims Administrator who will determine the compensation pursuant to Schedule 1, which most appropriately and accurately reflects the abuse suffered by the Survivor.
17. No Claim Form for ACP shall be accepted, in whole or in part, where the Survivor is not alive at the date that the Claim Form is sworn.
18. The Claim Form may be accepted in whole, in part or rejected by the Claims Administrator. If the Claim Form is rejected, in whole or in part, after notice thereof, the Survivor may request a Hearing before a Hearing Officer. The Survivor may be questioned under oath by the Hearing Officer to better determine credibility and the nature of the claim made. The Survivor may request a Hearing for any claim where their ACP application is rejected in whole or in part by the Claims Administrator.
19. The Hearing Officer may request documents or other evidence where appropriate to better clarify or validate a claim made, but such requests shall not be extensive or put the Survivor to unreasonable efforts in view of the nature of the claim made, the credibility and the reliability of the Survivor and the spirit and intent of the settlement including the need for a system that is respectful, reconciliatory and simple.
20. The decision of the Hearing Officer is final without any recourse to the court or other tribunal.
21. ACP payments shall be paid:
 - a) Upon the final determination of all of the ACP claims;
 - b) In full, if there are sufficient funds remaining in the Compensation Fund; and
 - c) In the event that there are insufficient funds remaining in the Compensation Fund, pro rata as between each eligible ACP survivor based upon the amount of the ACP award and the amount remaining in the Compensation Fund.

Validation

22. The claims process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on the Survivor. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the Survivor to be acting honestly and in good faith.
23. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.

MM

 12/13

24. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes, on reasonable grounds, that the claim contains unintentional errors which would materially affect the compensation to be awarded to the Survivor, then the Claims Administrator may disallow the claim in its entirety or make adjustments so that an appropriate compensation is awarded to the Survivor. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially affect the compensation to be awarded to the Survivor, then the Claims Administrator may disallow the claim in its entirety.
25. Where the Claims Administrator intends to reject a claim in whole or in part, he or she shall contact the Survivor by telephone or in writing to advise of that intention and to invite the survivor to provide additional information to support that portion of the claim that otherwise the Claims Administrator intends to reject. The process is meant to be informative, informal and to promote, where reasonably possible, payment in full for the claimed years of attendance.
26. Where the Claims Administrator disallows a claim in whole or in part, the Claims Administrator shall send to the Survivor at the Survivor's last known postal address, a notice advising the Survivor.
27. The decision of the Claims Administrator is final without any recourse to the court or other tribunal.

Limit on Payments

28. No Survivor shall receive more than one payment for GCP and one payment for ACP. For the sake of clarity, abuse that occurred at more than one Facility shall be treated as ongoing abuse for purposes of calculating appropriate ACP compensation. For Residential Students, GCP shall be calculated on the basis of the cumulative number of years of residence at any of the Facilities. For example:
 - a. A Survivor residing for two-years at one Facility followed by another two years at another Facility shall be considered eligible for payment of \$15,000.00 total as being a cumulative total residence under five years.
 - b. A Survivor residing for two-years at one Facility and three years at another Facility shall be considered eligible for a payment of \$20,000.00 total as being a cumulative total Residence of five years or more.
- 28.1 In assessing ACP claims, the Claims Administrator shall only award compensation pursuant to Schedule 1 for the highest level of abuse suffered by the Survivor regardless of how many levels, locations or occurrences of abuse the Survivor suffered. Abuse suffered at more than one time or in association with one or more institutions shall be compensated based on one payment for the highest level pursuant to Schedule 1 and in no circumstances shall be cumulative.

Surplus Funds

29. Any surplus in the Compensation Fund after all other payments (GCP, ACP, eligible Late Claims), costs and expenses have been made shall be divided equally amongst the GCP recipients.
30. For the sake of clarity, the Compensation Fund shall be distributed generally in the following order:
 - a) GCP to all eligible Survivors;
 - b) ACP to all eligible Survivors;
 - c) Late Claims;
 - d) Surplus funds payable to GCP recipients.

RM

 MB

SCHEDULE 1

Levels of Abuse

Level	Description	Compensation Amount
1	<ul style="list-style-type: none"> • One or more incidents of fondling or kissing. • Nude photographs taken of the Survivor. • The act of an adult exposing themselves. • Any touching of a student, including touching with an object, by an adult which exceeds recognized parental contact and which subjectively violates the sexual integrity of the Survivor. • One or more incidents of simulated intercourse. • One to three incidents of masturbation. 	\$50,000.00
2	<ul style="list-style-type: none"> • One to three incidents of oral intercourse. • One to three incidents of digital anal or vaginal penetration. • One to three incidents of attempted anal or vaginal penetration. • Four or more incidents of masturbation. • One or more physical assaults causing a physical injury that: <ul style="list-style-type: none"> ○ led to or should have led to hospitalization or serious medical treatment by a physician ○ caused permanent or demonstrated long-term physical injury ○ impaired or disfigured ○ caused loss of consciousness ○ broken bones ○ caused serious but temporary incapacitation requiring bed rest or infirmary care for several days. Examples include severe beating, whipping, and second-degree burning. 	\$100,000.00
3	<ul style="list-style-type: none"> • One to three incidents of anal or vaginal intercourse. • Four or more incidents of oral intercourse. • One to three incidents of anal or vaginal penetration with an object. 	\$150,000.00
4	<ul style="list-style-type: none"> • Four or more incidents of anal or vaginal intercourse. • Four or more incidents of anal or vaginal penetration with an object. 	\$200,000.00

KM-2316966v1

Handwritten signature and initials, possibly 'JW' or similar, with a large flourish.

Schedule "B"

Commemoration and Healing Projects

Pursuant to Article C of the Settlement Agreement and various meetings and discussions with the Commemoration and Healing Advisory Panel (CHAP), the parties agree on the following projects.

1. Artwork:

Canada will pay up to \$2,000 to an artist selected by the Indigenous members of the CHAP for a design reflective of the class members' and communities' experiences at the five residential schools as well as their hope for healing and reconciliation. The design will be selected by December 31, 2016 and provided to Canada forthwith in order for Canada to arrange and pay for the following:

- a. 5,000 lapel pins for distribution to attendees at various commemoration and healing events as described below or that may otherwise take place; and,
- b. Six plaques to be erected, one in each of the communities where the five residential schools operated, with approximate dimensions 27 inches by 30 inches and a larger plaque at Goose Bay. In addition to the selected design, the plaques will be inscribed with text to be settled by the CHAP.

2. Documentary Record:

Canada will retain an archivist to make best efforts towards the identification, location and possible repatriation of documents relating to the five schools (the "documents") as well as the archiving of any application material as requested by the individual applicants. The work of the archivist will be directed by Class Counsel in consultation with the Indigenous members of the CHAP. Canada will pay up to \$175,000 for the services of the archivist and direction by Class Counsel.

Also, Canada will pay up to \$75,000 towards the scanning and coding of any collected documents and temporary storage of the originals for the lesser of (i) 5 years or (ii) the identification of a permanent location. The parties specifically agree that any documents belong to the class members and communities and not to Canada.

In addition, Canada will pay up to \$75,000 for the creation of a travelling exhibit describing the history of the five residential schools.

3. Ministerial Special Representative:

Canada will arrange for James Iglooliorte to become the Special Representative of the Minister of Indian and Northern Affairs Canada ("INAC"). Mr. Iglooliorte will travel to eight communities (identified below) and hold healing and commemoration events during February and March of 2017 or such later date as he and Canada may agree. The precise details will be agreed between

AM

WMB

Canada and Mr. Iglooliorte; however, the events will include facilitated discussion, memorialization of statements, translation and a community feast. Mr. Iglooliorte will be supported by officials from INAC and will travel with a historian or similar individual who will be responsible for documenting the events and preparing a report at the conclusion of the events.

The nine communities are Nain, Natuashish, Hopedale, Cartwright, Goose Bay, Postville, Makkovik, and Rigolet.

4. Healing:

Canada will pay a total of \$1,000,000.00 to be divided in accordance with the following formula to the Nunatsiavut Government, the Innu Nation and the NunatuKavut Community Council:

- a. The first 50% or \$500,000.00 shall be divided equally among the three governments;
- b. The remaining 50% or \$500,000.00 shall be divided on a proportionate basis among the three governments with the proportions determined from eligible claim forms received EXCEPTING that any proportionate share attributable to any class member who does not identify with one of the three governments shall be paid to Class Counsel, in trust.

The parties and the CHAP specifically request that each government use these moneys for healing purposes and consult with their appointed member of the CHAP before deciding on a specific allocation of the funds.

Any amount not payable to one of the three governments will be distributed by Class Counsel acting reasonably and in accordance with the objectives of this agreement and more particularly that the funds be used for healing purposes.

A handwritten signature in black ink, consisting of a stylized, cursive name followed by a horizontal line underneath.

SCHEDULE "B"

WMA

SCHEDULE "B"



Legal Notification Services

Phase II Settlement Notice Plan

Anderson v. The Attorney General of Canada

Case No. 2008NLTD166

Supreme Court of Newfoundland and Labrador

Prepared: August 15, 2016

RM

Media Terms

The following provides the meaning of media terms highlighted throughout the Notice Plan:

Audience: Net number of persons or different persons exposed to a media vehicle. It is larger than a publication's circulation because it includes pass-along readers who may obtain the publication second hand (e.g., from a reception room, neighbor, friend).

Circulation: Total number of publication copies sold through all channels of distribution (e.g., subscriptions, newsstand, bulk).

Impressions or Exposures: Total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. It is a gross or cumulative number that may include the same person more than once. Impressions can exceed the population size.

Selectivity Index: Shows the concentration of a specific population group relative to the general adult population. For example, a publication selectivity index of 175 among men indicates that the publication's readers are 75% more likely to be men as compared to the general adult population.

Program Overview

Objective

To design a notice program that will provide Class members with information about the Phase II Claims Filing Period in clear, concise, plain language so that their rights and options may be fully understood.

Class Definition

The Class (or "Class members") includes all persons who attended the:

- o Lockwood School, located in Cartwright, Labrador, between March 31, 1949 and the 1964 date of closure of the Lockwood School;
- o Nain Boarding School, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the 1973 date of closure of the Nain Boarding School;
- o St. Anthony Orphanage and Boarding School, located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the 1979 date of closure of the St. Anthony Orphanage and Boarding School;
- o Makkovik Boarding School, located in Makkovik, Newfoundland and Labrador, between March 31, 1949 and the 1960 date of closure of the Makkovik Boarding School; and/or
- o Yale School, located in Northwest River, Newfoundland and Labrador, between March 31, 1949 and the 1980 date of closure of the Yale School.

Situation Analysis

The Plaintiffs claim that from March 31, 1949 to December 31, 1980 (the "Class Period"), children were forcibly confined to the schools, deprived of the essential components of a healthy childhood, and were subjected to physical, emotional, psychological, cultural, spiritual and sexual abuse by the people who were responsible for their well-being.

The following known factors were considered when designing the notice program:

1. According to Co-Counsel the Class consists of 794 to 945 Class members who resided at the schools and 1,486 to 1,746 Class members who only attended during the day.
2. Class members are primarily located in Newfoundland and Labrador, including on reserves and within other Aboriginal communities/settlements.
3. Co-Counsel now has contact information for 754 known Class members who resided at the schools.

Strategies

Direct mailed notice will be provided to 754 known Class members who resided at the schools. In addition, paid media efforts will include notice placements in two local mainstream newspapers and broadcast on leading local aboriginal radio stations. Coverage will be further enhanced through organizational outreach efforts, community meetings, and a national informational news release.

Notice Design

The Notices have been designed to provide a clear, concise, plain language statement of Class members' legal rights and options at this stage of the litigation. To ease response, a toll-free number and

MB

website address will be provided in all printed notice documents. The ad units are adequately sized to attract attention to the notice:

- Approximate quarter-page units in the mainstream newspapers
- Approximate 30- and 60-second radio broadcasts on aboriginal radio stations

Media Selection

We worked with Co-Counsel to create the notice program. The media mix provides:

- Repeat notice exposures as a result of the overlapping media audiences;
- Radio broadcasts on Aboriginal radio stations with coverage in key areas within Newfoundland and Labrador;
- Notice placements in two mainstream newspapers with distribution in Newfoundland and Labrador;
- A written summary of key information that may be easily referred to or passed on to others as a result of placements in print media; and
- Access to the notice documents (including in other languages) through an established case website.

RM

Individual/Direct Notice

Mailed Notice

With assistance from the claims administrator, Class Counsel will provide direct notice to all 754 known Class members that resided at the schools.

Mainstream Daily Newspapers

City/Newspaper	Issuance	# of Insertions	Best Day Circulation
<i>St. John Telegram</i>	Daily	2	32,000
<i>The Labradorian</i>	Weekly	2	1,782
TOTAL		4	33,782

- Includes two placements in each of the newspapers' best circulation day, for a total of four insertions
- Offers a combined best day circulation of 33,782
- Schedule (based on two insertions) offers an estimated 57,506 Canadian adult notice exposures
- Utilizes approximate quarter page units to attract attention and enhance readability with adequately sized text
- Positioning will be sought far forward within news editorial to maximize visibility and readership
- All placements will be tracked to ensure that they appear exactly as planned as well as meet our high standards in terms of quality and positioning

KMS

Aboriginal Radio

Station/Network	Language	Approximate Length	Number of Broadcasts per week	Total Number of Spots (3 Weeks)
CJOK/CKHV	English	:30	18	54
CJOK/CKHV	Inuktitut	:60	18	54
CJIK	Innu	:60	25	75
TOTAL			61	183

- Includes leading local Aboriginal radio stations
 - CKOK broadcasts primarily throughout Nain
 - CKHV broadcasts primarily throughout Happy Valley-Goose Bay; however, coverage is also extended to Hopedale, Rigolet, Postville, North West River, and Mudlake
 - CJIK broadcasts primarily throughout Sheshatshiu; however, coverage is also extended to Goose Bay and Strathroy
- Utilizes in English, Inuktitut and Innu spots, where appropriate,
- All placements will be tracked to ensure that they appear exactly as planned

Community Outreach

Community Meetings

Class Counsel will be holding community meetings in Happy Valley/Goose Bay, Nain, Makkovik, Postville, Hopedale, Rigolet, and Cartwright to provide notice of the claims filing period and assist Class members in filing their claim. In addition, community meetings will be held in St. John's and Edmonton. Many small communities in which Class members may reside have ready access to the communities where Class Counsel proposes to hold information sessions.

Class Counsel conducted these types of meetings in previous cases, as well as during the Settlement Hearing Phase I Notice. Due to the notoriety of this case, the available settlement benefits and the accompanying media notice, and barring illness, Class Counsel expects attendance to be significantly higher than past meetings with most of the local survivors attending along with their family. Based on their experience, Class Counsel believes these meetings are the best forum for disseminating information to Class members.

KMS

Organizational Outreach

Community Meetings

Class Counsel is working with the Inuit Tapiriit Kanatami ("ITK"), the Nunatsiavut Government ("NG"), Innu Nation, and the NunatuKavut Community Counsel ("NK").

- ITK is the national organization representing all Inuit rights-holding land claims organizations, represents Canada's 60,000 Inuit, and acts to protect and advance the rights and interests of Inuit Canada.
- NG is an Inuit regional government. Although Nunatsiavut remains part of Newfoundland and Labrador, the Government has authority over many central governance areas including health, education, culture, language, justice, and community matters. NG is one of the constituent organizations of ITK and consists of approximately 9,000 members, most of which are located in Labrador.
 - NG will print and post notice of the claims filing period on bulletin boards located in the communities of Nain, Hopedale, Postville, Makkovik and Rigolet. It will also share notice of the Phase II community meeting information with their staff and the Communication Liaison Offices for distribution via email to members.
- Innu Nation is the organization that formally represents the Innu of Labrador. It consists of approximately 2,200 members, of which 30 are Class members. Innu Nation's members are primarily located in the Innu communities of Sheshatshiu and Natuashish.
- NK is the representative governing body for approximately 6,000 Inuit of south and central Labrador known as the Southern Inuit of NunatuKavut.
 - NK will share notice of the claims filing meetings on its Facebook page, <https://www.facebook.com/NunatuKavut>, as well as distribute notice of the claims filing period with 26 members of their staff to be distributed to their members.
 - The Nunatsiavut Canadian Constituency Office ("CCO"), a constituency office under the NK, will post the Notice of Claims Filing and share information regarding the community meetings on their website (<http://www.nunatsiavutsilatani.com/the-latest/>) and on their Facebook page (<https://www.facebook.com/canadianconstituencyoffice/notifications/>), as well as send an email to its distribution list of members, communications officers and their families.

Prior to each community meeting CBC Newfoundland & Labrador will broadcast a public service announcement with all relevant information for the community meetings. CBC Labrador Morning will also share information on their Facebook page.

Informational Release

Class Counsel will issue a national press release will be issued throughout Canada. Although not guaranteed, this type of earned media allows additional notice exposure opportunities beyond that which is provided by the individual notice, paid media, community meetings and organizational outreach. It will also help broaden coverage throughout the country.

Informational Release

- Issued to press outlets throughout Canada
- Will include the toll-free number and website address

RM

Additional Support

Case Website

- Provides an easy remember domain
- Allows Class members the ability to obtain additional information and documents
- Prominently displayed in all printed notice materials
- Allows communities and organizations to print notice materials for distribution to their members

Toll-Free Telephone Support

- Provides a simple way for Class members to obtain additional information about the settlement
- Allows Class members the opportunity to learn more about the case in the form of frequently asked questions and answers
- Allows Class members to request to have more information mailed directly to them
- Prominently displayed in all printed notice materials

SCHEDULE "C"

SCHEDULE "C"

SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

APPROVED SETTLEMENT OF NEWFOUNDLAND
RESIDENTIAL SCHOOLS CLASS ACTIONS

**If you attended the Schools in Cartwright,
North West River, Makkovik, Nain or St. Anthony
run by the International Grenfell Association or the
Moravian Church, please read this notice carefully.**

*The Supreme Court of Newfoundland and Labrador authorized this notice.
This is not a solicitation from a lawyer.*

- Former students sued the Federal Government of Canada ("Canada") about the management and operation of the schools in Cartwright, North West River, Makkovik, Nain and St. Anthony run by the International Grenfell Association ("IGA") or the Moravian Church and the harms and abuses committed against the children who attended them.
- The Court has now approved a \$50 million settlement ("Settlement") between the representative former students and Canada that provides compensation for former students who attended. You must submit a claim to get paid. The deadline to submit a claim is _____, 2017 ("**Claims Deadline**")
- The Court has not decided whether Canada did anything wrong.

Your legal rights are affected even if you do nothing. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT	
SUBMIT A CLAIM	If your claim is submitted by _____, 2017, you may be entitled to money if you attended one of the schools, depending on certain factors explained below.
DO NOTHING	You give up any right you might have to make a claim in the Settlement and get money.

- Your rights and options—and the deadlines to exercise them—are explained in this notice.

RM

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION **PAGE 3-4**

1. What is the purpose of this notice?
2. What were the schools at Cartwright, North West River, Makkovik, Nain and St. Anthony?
3. Were these schools included in the 2007 settlement with the Government of Canada?
4. What is a class action?
5. What do the lawsuits complain about?
6. Why did the Court approve this Settlement?

WHO IS INCLUDED IN THE SETTLEMENT? **PAGE 4-5**

7. Who is included in the Settlement?
8. Do family members of former residents get anything in this Settlement?
9. What if I am not sure whether I am included in the Settlement?

SETTLEMENT BENEFITS **PAGE 5-7**

10. What does the Settlement provide?
11. What is a Claim Form and when do I need to submit it?
12. How much will my payment be?
13. When will I receive my payment?
14. What did I give up in the Settlement?
15. Can I remove myself from the Settlement?
16. If I removed myself before, can I re-join the Settlement?

HOW TO RECEIVE A PAYMENT **PAGE 7-8**

17. How can I receive a payment?
18. How will payments be calculated?
19. What if my claim is denied?
20. What if I disagree with my payment amount?
21. Will late Claim Forms be accepted?
22. What if I do nothing?
23. Will the money I get impact any government services or social assistance?
24. Will I pay tax on the money I get?

LEGAL REPRESENTATION **PAGE 8**

25. Are the lawyers for the Plaintiffs representing me for my claim?

GETTING MORE INFORMATION **PAGE 9**

26. How do I get more information?

BASIC INFORMATION

1. What is the purpose of this notice?

The Supreme Court of Newfoundland and Labrador authorized this notice to let you know about a Settlement that the Court approved. This notice explains the lawsuit, the Settlement, the claims process, and your legal rights.

The Honourable Justice Robert Stack approved the Settlement. The lawsuits are known as: *Anderson v. Attorney General of Canada* (IGA school in Cartwright), No. 2007 01T4955CP; *Obed v. Attorney General of Canada* (IGA school in North West River), No. 2007 01T5423CP; *Lucy v. Attorney General of Canada* (Moravian school in Makkovik), No. 2008 01T0846CP; *Asivak v. Attorney General of Canada* (Moravian School in Nain), No. 2008 01T0845CP; and *Holwell v. Attorney General of Canada* (IGA school in St. Anthony), No. 2008 01T0844CP.

Former students are called the "Plaintiffs." The Federal Government of Canada is called "Canada" or the "Defendant" or the "Government."

2. What were the schools at Cartwright, North West River, Makkovik, Nain and St. Anthony?

The IGA and Moravian schools in Cartwright, North West River, Makkovik, Nain and St. Anthony were schools for the education of children, and included boarding facilities. All of these schools received funding from the Government.

3. Were these schools included in the 2007 settlement with the Government of Canada?

No. The application to have these schools added to the 2007 Indian Residential Schools Settlement Agreement ("IRSSA") was denied. These schools are not considered eligible Indian Residential Schools in IRSSA, and former students are not able to get compensation for attendance or pursue abuse claims as part of the Individual Assessment Process in that settlement. Eligible Class Members in the case are not excluded from this settlement if they received compensation through IRSSA for attendance or harm suffered at another school covered by IRSSA.

4. What is a class action?

In a class action, one or more people called "Class Representatives" sue on behalf of people who have similar claims. All of these people are called a "Class" or "Class Members." One Court resolves the issues for everyone affected, except for those who exclude themselves from the lawsuits.

5. What do the lawsuits complain about?

The lawsuits claim that the Government exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claim that the Government did not protect students' physical and mental well-being even though it was its duty to do so. The lawyers for the Plaintiffs began presenting their claims at the trial which started in September 2015.

The claims were based in negligence and breach of fiduciary duties owed by the Government. At trial, the negligence claims against the Government were discontinued by order of the Honourable Justice Stack on November 25, 2015, which streamlined and simplified the trial and the evidence required to be presented by the Plaintiffs. The only claims that remained were the claims that the Government owed and breached a fiduciary duty to the Class Members.

The Government denies that it had a responsibility to protect the children who attended these schools. It claims that all it did was provide money to the Province of Newfoundland and Labrador to be used for the educational needs of Aboriginal persons. It further states that the Province of Newfoundland and Labrador was responsible for the protection of students.

No decision has been made or will be made about whether the Plaintiffs or the Government are right. Instead, a Settlement was reached between the Plaintiffs and the Government.

QUESTIONS? CALL TOLL-FREE 1-866-542-0369, EMAIL ADMIN@NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA
OR VISIT WWW.NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA

RM

6. Why did the Court approve this Settlement?

A hearing was held in St. John's, Newfoundland and Labrador on September 27, 2016, where the Court was asked to approve the Settlement on behalf of the Class Members. The Honourable Justice Stack approved the Settlement on [REDACTED], 2016. The Court agreed with the Parties that the Settlement was reasonable and in the best interests of the Class Members.

The Court did not and will not decide in favour of the Plaintiffs or the Government. Instead, both sides agreed to a Settlement. By agreeing to the Settlement, the Parties avoided the costs and uncertainty of a trial, delays in obtaining judgment, and eligible Class Members will receive the benefits described in this notice. In this case, it also means that the Class Members did not and will not need to testify in Court to receive compensation. The approved Settlement does not mean that any law was broken or that the Government did anything wrong. The Government denies all legal claims in this case.

WHO IS INCLUDED IN THE SETTLEMENT?

7. Who is included in the Settlement?

Unless they have previously removed themselves from the lawsuit, the Settlement is available for all residents of Newfoundland and Labrador who was alive as of November 23, 2006 and who attended the IGA or Moravian schools in the following locations between the dates listed:

- i. Cartwright - April 1, 1949 to June 30, 1964
- ii. Northwest River - April 1, 1949 to June 30, 1980
- iii. Nain - April 1, 1949 to June 30, 1973
- iv. Makkovik - April 1, 1949 to June 30, 1960
- v. St. Anthony - April 1, 1949 to June 30, 1979

If you do not live in Newfoundland and Labrador but attended the schools above, you must advise the Claims Administrator that you want to participate in the Settlement ("opt-in"). You must submit the form by [REDACTED], 2016 to be eligible for compensation in this Settlement. You can find an "opt-in" form on the Settlement Website: www.newfoundlandresidentialschoolssettlement.ca.

8. Do family members of former residents get anything in this Settlement?

No. Previously, the class action included claims for the "Family Class", being family members of the former students. However claims of the Family Class were discontinued at trial by order of the Honourable Justice Stack on November 25, 2015 at the Plaintiffs' request. The Plaintiffs sought to streamline and simplify the trial and the evidence required to be presented by them and did not want to interfere with or delay the trial of the claims of the former resident Class Members, which were the primary claims in this case.

The Court determined that there was little or no prejudice to the Family Class in having their claims discontinued as such claims had little likelihood of success, were based on claims that had not been prosecuted before, and that such claims would be difficult to prove at trial. The Court found that the continued inclusion of the Family Class claims would delay and prejudice the trial of the claims of the former resident Class Members, which were the primary claims asserted in this action. The claims of the Family Class were therefore discontinued and, as a result, there is no compensation available for the Family Class in this Settlement.

9. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-866-542-0369 with questions, visit www.NewfoundlandResidentialSchoolsSettlement.ca or email Admin@NewfoundlandResidentialSchoolsSettlement.ca

SETTLEMENT BENEFITS

10. What does the Settlement provide?

The Settlement provides benefits to eligible Class Members. Canada agreed to pay \$50 million to a Settlement Fund to make payments to eligible Class Members, as well as to pay for notice to the class, administration of the approved Settlement and approved legal fees, costs, and expenses. The remaining Settlement funds will be distributed in accordance with the approved Distribution Plan described in the sections below. If there are funds left over after all claims are paid, Class Members who lived at the residence at the schools will share the remaining funds.

Canada also agreed to separately fund initiatives to commemorate the history of schools, which initiatives will be determined in consultation with representatives of the class.

More details are in the Distribution Plan that was approved by the Court as part of the Settlement. A copy of the Settlement Agreement and Distribution Plan is available at www.NewfoundlandResidentialSchoolsSettlement.ca

11. What is a Claim Form and when do I need to submit it?

A Claim Form is a sworn or affirmed written claim from a Class Member or his or her lawful representative seeking compensation from the Compensation Fund. When you swear an oath or make an affirmation, you promise to tell the truth. You must swear an oath or make an affirmation to submit a Claim Form. You must swear the oath or make the affirmation in front of someone who is a commissioner for oaths, a Notary or a lawyer. To find a commissioner, Notary or lawyer, call or email the claims office at 1-866-542-0369 or Admin@NewfoundlandResidentialSchoolsSettlement.ca

The Claim Form must be submitted by the deadline of _____, 2017 to get money. A copy of the Claim Form may be mailed to those Class Members who have contacted Class Counsel. A copy is also available at www.NewfoundlandResidentialSchoolsSettlement.ca or can be obtained from the Claims Administrator by calling 1-866-542-0369 or emailing Admin@NewfoundlandResidentialSchoolsSettlement.ca. Questions about the Claim Form can be directed to the Claims Administrator.

12. How much will my payment be?

The amount of your payment will depend on whether/how long you lived at the residence at the schools and/or the level of harm you suffered.

Class Members who lived at the residence at the schools will receive a general compensation payment ("GCP") based on how many years they lived at the residence at the schools. For those who lived at the residence at the schools for less than five academic years, or parts thereof, a GCP of \$15,000 will be paid. For those who lived at the residence at the schools for five or more academic years, a GCP of \$20,000 will be paid. Class Members who did not live at the residence at the schools – who were not boarders – will not receive a GCP. An academic year means a year commencing August 1 of each year and ending on July 31 of the following year.

All eligible Class Members, who meet the criteria, may be entitled to an abuse compensation payment ("ACP") depending on the level of harm they suffered. Such claimants may receive up to a maximum of \$200,000 depending on the number of people who submit a valid ACP claim and the harm they suffered. The Claims Administrator will determine the amount of compensation provided to ACP claimants based on categories of harm set out in the approved Distribution Plan. The actual amount available for each eligible Class Member will not be determined until after all Claim Forms have been received and assessed. An eligible Class Member may receive a GCP and an ACP.

The chart below outlines the categories of harm that will be compensated in this Settlement:

Level	Description	Compensation Amount
1	<ul style="list-style-type: none"> • One or more incidents of fondling or kissing. • Nude photographs taken of the Survivor. • The act of an adult exposing themselves. • Any touching of a student, including touching with an object, by an adult which exceeds recognized parental contact and which subjectively violates the sexual integrity of the Survivor. • One or more incidents of simulated intercourse. • One to three incidents of masturbation. 	\$50,000.00
2	<ul style="list-style-type: none"> • One to three incidents of oral intercourse. • One to three incidents of digital, anal or vaginal penetration. • One to three incidents of attempted anal or vaginal penetration. • Four or more incidents of masturbation. • One or more physical assaults causing a physical injury that: <ul style="list-style-type: none"> ○ led to or should have led to hospitalization or serious medical treatment by a physician; ○ caused permanent or demonstrated long-term physical injury; ○ impaired or disfigured; ○ caused loss of consciousness; ○ caused broken bones; ○ caused serious but temporary incapacitation requiring bed rest or infirmary care for several days. Examples include severe beating, whipping, and second-degree burning. 	\$100,000.00
3	<ul style="list-style-type: none"> • One to three incidents of anal or vaginal intercourse. • Four or more incidents of oral intercourse. • One to three incidents of anal or vaginal penetration with an object. 	\$150,000.00
4	<ul style="list-style-type: none"> • Four or more incidents of anal or vaginal intercourse. • Four or more incidents of anal or vaginal penetration with an object. 	\$200,000.00

In assessing ACP claims, the Claims Administrator shall only award compensation pursuant to Schedule 1 for the highest level of abuse suffered by the Survivor regardless of how many levels, locations or occurrences of abuse the Survivor suffered. Abuse suffered at more than one time or in association with one or more institutions shall be compensated based on one payment for the highest level pursuant to Schedule 1 and in no circumstances shall be cumulative.

13. When will I receive my payment?

Class Members who are entitled to payments will receive their payments after their claims are assessed. Please be patient. GCP claimants will be paid after all GCP claims have been assessed and the amount payable determined. ACP payments will only be distributed after GCP payments have been made, all ACP claims have been assessed and after a determination is made as to the remaining Compensation Fund available to satisfy ACP claims. Both GCP and ACP payments may be pro-rated to reflect the amount of the Settlement Fund that is available for payment.

14. What did I give up in the Settlement?

Unless you previously excluded yourself from the Settlement, the Settlement means you have given up your right to sue Canada for the claims being resolved by this Settlement. You have "released" Canada and all related people from any claims related to the five schools. The specific language of the "release" is in the Settlement Agreement and Settlement Approval Order, which can be found at www.NewfoundlandResidentialSchoolsSettlement.ca.

15. Can I remove myself from the Settlement?

No. It is too late. The deadline to remove yourself from the action was November 30, 2012.

16. If I removed myself before, can I re-join the Settlement?

Yes. If you are a resident of Newfoundland and Labrador and you previously removed yourself from this action ("opted out"), you have an opportunity to re-join the Settlement ("opt in"). To rejoin the Settlement you must complete an "Opt-in" form and submit it to the Claims Administrator by , 2016. You can find an "opt-in" form on the Settlement website: www.newfoundlandresidentialschoolssettlement.ca.

HOW TO RECEIVE A PAYMENT

17. How can I receive a payment?

You can only receive a payment if you submit a Claim Form. To ask for a payment, simply complete and submit the required Claim Form and any claims will be assessed by the Claims Administrator. Class Members will not need to testify in Court. Claim Forms will be available at www.NewfoundlandResidentialSchoolsSettlement.ca or by calling 1-866-542-0369. A Class Member should only submit one Claim Form that comprises all claims that he or she may have individually relating to all the schools. You can get help from a family member, support person or anyone else to complete the Claim Form.

18. How will payments be calculated?

The Claims Administrator will review your claim form and determine if you qualify for a GCP or ACP payment. If you do, then the Claims Administrator will determine your GCP based on the years you lived at the residence at the school and your ACP payment amount based on the level of harm you suffered.

Only those Class Members who lived at the residence at the schools will be eligible to receive a general compensation payment ("GCP") based on how many years they lived at the residence at the schools. For those who lived at the residence at the schools for less than five academic years, or parts thereof, a GCP of \$15,000 will be paid. For those who lived at the residence at the schools for five or more academic years, a GCP of \$20,000 will be paid. Class Members who did not live at the residence at the schools – who were not boarders – will not receive a GCP.

If there are insufficient funds in the Settlement Fund to pay all GCP payments, a determination will be made, in consultation with Class Counsel, as to how the distribution of such funds shall proceed. In that case, the primary intention shall be to pay GCP to eligible claimants on a pro-rata basis, unless there are circumstances which would warrant a departure from that intention.

All eligible Class Members, who meet the criteria, may be entitled to an abuse compensation payment ("ACP") depending on the level of harm they suffered. Such claimants may receive up to a maximum of \$200,000 depending

QUESTIONS? CALL TOLL-FREE 1-866-542-0369, EMAIL ADMIN@NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA
OR VISIT WWW.NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA

RMS

on the number of people who submit a valid ACP claim and the harm they suffered. The Claims Administrator will determine the amount of compensation provided to ACP claimants based on categories of harm set out in the approved Distribution Plan. The actual amount available for each eligible Class Member will not be determined until after all Claim Forms have been received and assessed. An eligible Class Member may receive a GCP and an ACP.

In assessing ACP claims, the Claims Administrator shall only award compensation pursuant to Schedule 1 for the highest level of abuse suffered by the Survivor regardless of how many levels, locations or occurrences of abuse the Survivor suffered. Abuse suffered at more than one time or in association with one or more institutions shall be compensated based on one payment for the highest level pursuant to Schedule 1 and in no circumstances shall be cumulative

If there are insufficient funds to pay all ACP payments after the GCP payments are made, the ACP claimants shall share pro rata as between each eligible ACP claimant based upon the amount of the ACP award and the amount remaining in the Compensation Fund.

If any funds remain after all GCP and ACP payments are distributed, the remaining funds shall be shared equally by all GCP claimants.

19. What if my claim is denied?

If your claim is denied in whole or in part, you will receive notice and may request a hearing before a Hearing Officer. During that hearing you may be questioned under oath by the Hearing Officer. The Hearing Officer will then decide your claim. The Hearing Officer's decision is final.

20. What if I disagree with my payment amount?

Payment amounts will be determined by the Claims Administrator. If your claim is denied in whole or in part, you will receive notice and may request a hearing before a Hearing Officer. During that hearing you may be questioned under oath by the Hearing Officer. The Hearing Officer will then decide your claim. The Hearing Officer's decision is final. A Class Member cannot dispute the payment amounts or categories once their claims have been submitted.

21. What if I do nothing?

If you do nothing, you are choosing not to make a claim in the Settlement. You will get no money. You will not be able to sue the Government for what occurred to you at the Schools.

23. Will I pay tax on the money I get?

No. You are getting the money because you attended one of the schools and/or were abused at one of the schools. Make sure you claim on your taxes that this money is for pain and suffering. There is no tax on money for pain and suffering.

LEGAL REPRESENTATION

24. Are the lawyers for the Plaintiffs representing me for my claim?

No. The Court only appointed Koskie Minsky LLP of Toronto, Ontario, and Ahlstrom Wright Oliver & Cooper LLP of Sherwood Park, Alberta to represent the Class Members as "Class Counsel" during the class action. Now that there has been a Settlement, the class action is over and Class Counsel does not represent Class Members in the claims process. The Court has already approved the legal fees earned by Class Counsel from the class action. You do not need to pay Class Counsel. The Settlement pays for their work.

If you want to be represented by or receive advice from another lawyer for the claims process, you may hire one at your own expense. But the paper-based claims process is designed to be user-friendly without the need for legal representation and expenses.

GETTING MORE INFORMATION

25. How do I get more information?

This notice summarizes the approved Settlement. More details are in the approved Distribution Plan. You can get a copy of the approved Settlement Agreement, Distribution Plan and other Settlement documents at www.NewfoundlandResidentialSchoolsSettlement.ca. Questions about the Settlement and claims process can be directed to the Claims Administrator by calling 1-866-542-0369, by email at Admin@NewfoundlandResidentialSchoolsSettlement.ca or by sending your questions to:

Newfoundland Residential School Class Action Claims Administrator,
96 Clyde Avenue, Suite 100
Mount Pearl, Newfoundland and Labrador, A1N 4S2

DATE: _____, 2016

KM-2298732v3

nm



SCHEDULE "D"

RMS



SCHEDULE "D"

LEGAL NOTICE

If you attended the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association or the Moravian Church, please read this notice carefully

The \$50 million settlement ("Settlement") between the Federal Government of Canada and former students of the Schools that provides compensation for former students who attended the Schools has now been approved by the Court and the claims process has started.

WHO IS INCLUDED?

Unless you have previously removed yourself from the lawsuit, the Settlement is available for anyone who was alive as of November 23, 2006 and who attended the International Grenfell Association or Moravian Schools in the following locations between the dates listed:

- i. Cartwright - April 1, 1949 to June 30, 1964
- ii. Northwest River - April 1, 1949 to June 30, 1980
- iii. Nain - April 1, 1949 to June 30, 1973
- iv. Makkovik - April 1, 1949 to June 30, 1960
- v. St. Anthony - April 1, 1949 to June 30, 1979

If you do not live in Newfoundland and Labrador but attended the schools above, you must advise the Claims Administrator that you want to participate in the Settlement ("opt-in") by _____, 2016.

HOW DO I GET THIS MONEY?

You must fill in a Claim Form and send it to the claims office by the deadline of _____, 2017 to get money. A copy of the Claim Form is available at www.NewfoundlandResidentialSchoolsSettlement.ca or from the Claims Administrator by calling 1-866-542-0369 or emailing Admin@NewfoundlandResidentialSchoolsSettlement.ca.

HOW MUCH MONEY WILL I GET?

You could get:

- Between \$15,000 and \$20,000 just for living at the Schools, depending on how long you lived at the Schools; and
- Between \$50,000 and \$200,000 depending on the level of harm you suffered while living at the Schools.

CAN FAMILY MEMBERS GET MONEY?

No. Previously, the class action included claims for the "Family Class", meaning the family members of those who attended the Schools. The claims of the Family Class were discontinued at trial by the Court, as a result of which any further claims by the Family Class are barred.

WHAT IF I DO NOT SUBMIT A CLAIM?

If you do not submit a claim you will not get any money from the Settlement. You will not be able to sue the Government for what occurred to you at the Schools.

HOW DO I GET MORE INFORMATION

This notice summarizes the approved Settlement. More information can be found at www.NewfoundlandResidentialSchoolsSettlement.ca. Also, questions can be directed to the Claims Administrator by calling 1-866-542-0369 or by email at Admin@NewfoundlandResidentialSchoolsSettlement.ca.

DO YOU KNOW SOMEONE WHO ATTENDED THE SCHOOLS?

Please share this information with them or their support person.

If you attended the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association or the Moravian Church, you may be entitled to a payment of money.

KM-2318704v1

QUESTIONS? CALL TOLL-FREE 1-866-542-0369, EMAIL ADMIN@NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA
OR VISIT WWW.NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA

CAZNOT1

SCHEDULE "E"

SCHEDULE "E"

If you attended the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association or the Moravian Church, a class action settlement could affect your rights.

*The Supreme Court of Newfoundland and Labrador authorized this notice.
This is not a solicitation from a lawyer.*

ST. JOHN'S, NL, October 14, 2016— The \$50 million settlement ("Settlement") between the Federal Government of Canada ("Canada") and former students of the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association ("IGA") or the Moravian Church (the "Schools") has now been approved by the Supreme Court of Newfoundland and Labrador and the claims process has now started. The Supreme Court of Newfoundland and Labrador authorized this press release, and other forms of notice, as part of a notification program to inform former students about their legal rights in this class action settlement.

Former students sued Canada about the management and operation of the Schools and the harms and abuses committed against the children who attended them. The lawsuits claimed that Canada exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claimed that Canada did not protect students' physical and mental well-being even though it was its duty to do so.

The application to have these Schools added to the 2007 Indian Residential Schools Settlement Agreement ("IRSSA") was denied. These Schools are not considered eligible Indian Residential Schools in IRSSA, and former students were not able to get compensation for attendance or pursue abuse claims as part of the Individual Assessment Process in that settlement.

Instead, the claims for these Schools were litigated for almost nine years and the lawyers for the Plaintiffs began presenting their claims at the trial which started in September 2015 and was adjourned in February 2016 to allow for settlement discussions.

The representative former students and Canada then reached the \$50 million Settlement that provides compensation for former students who attended. The Settlement has now been approved by the Supreme Court of Newfoundland and Labrador.

Unless they have previously removed themselves from the lawsuit, the Settlement is available for anyone who was alive as of November 23, 2006 and who attended the IGA or Moravian Schools in the following locations between the dates listed:

- i. Cartwright - April 1, 1949 to June 30, 1964
- ii. Northwest River - April 1, 1949 to June 30, 1980
- iii. Nain - April 1, 1949 to June 30, 1973
- iv. Makkovik - April 1, 1949 to June 30, 1960
- v. St. Anthony - April 1, 1949 to June 30, 1979

If a class member does not live in Newfoundland and Labrador but attended the schools above, they must advise the Claims Administrator that they want to participate in the Settlement ("opt-in") by , 2016.

The class action no longer includes claims for the "Family Class", being family members of the former students. These claims were discontinued at trial by a decision of the Court. There is no compensation available for the Family Class in this Settlement and any further claims are now barred.

Eligible Class Members could receive:

- between \$15,000 and \$20,000 just for living at the Schools, depending on how long they lived at the Schools; and
- between \$50,000 and \$200,000 depending on the level of harm they suffered while living at the Schools.

Class Members must complete a Claim Form and send it to the claims office by the deadline of , **2017** to get money. The Claim Form is available at www.NewfoundlandResidentialSchoolsSettlement.ca or from the Claims Administrator by calling 1-866-542-0369 or emailing Admin@NewfoundlandResidentialSchoolsSettlement.ca

More information on the Settlement can be found at www.NewfoundlandResidentialSchoolsSettlement.ca or from the Claims Administrator by calling 1-866-542-0369.

PRESS CONTACTS:

Kirk Baert
Lawyer, Koskie Minsky
Office 416 595 2117

Steven Cooper
Lawyer, Ahlstrom Wright Oliver &
Cooper LLP
Office (780) 464-7477
Toll Free 1-800-994-7477
Cell (780) 918-7964
s.cooper@awoc.ca

Ches Crosbie
Lawyer, Patient Injury Law
Office (709) 700-0338
Toll free 1-888-933-2437
Cell (709) 330-3955
ches@patientinjurylaw.ca

SOURCE: Supreme Court of Newfoundland and Labrador

KM-2319767v1

SCHEDULE "F"

MS

SCHEDULE "F"

To: «Attn» [or Fax No.: _____, or mailing address]
From: Admin@NewfoundlandResidentialSchoolsSettlement.ca [or Fax No.: _____, or mailing address]
Subject: Notice about settlement approval in Newfoundland residential schools class actions

Former students who attended the Schools in Cartwright, North West River, Makkovik, Nain and St. Anthony run by the International Grenfell Association or the Moravian Church may be affected by a Settlement in class action lawsuits.

Former students sued the Federal Government of Canada ("Canada") about the management and operation of the schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association ("IGA") or the Moravian Church (the "Schools") and the harms and abuses committed against the children who attended them. The lawsuits claimed that Canada exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claimed that Canada did not protect students' physical and mental well-being even though it was its duty to do so.

The representative former students and Canada then reached the \$50 million Settlement that provides compensation for former students who attended. The Settlement has now been approved by the Supreme Court of Newfoundland and Labrador.

Unless they have previously removed themselves from the lawsuit, the Settlement is available for anyone who was alive as of November 23, 2006 and who attended the IGA or Moravian Schools in the following locations between the dates listed:

- i. Cartwright - April 1, 1949 to June 30, 1964
- ii. Northwest River - April 1, 1949 to June 30, 1980
- iii. Nain - April 1, 1949 to June 30, 1973
- iv. Makkovik - April 1, 1949 to June 30, 1960
- v. St. Anthony - April 1, 1949 to June 30, 1979

If a class member does not live in Newfoundland and Labrador but attended the schools above, they must advise the Claims Administrator that they want to participate in the Settlement ("opt-in") by _____, 2016.

The class action no longer includes claims for the "Family Class", being family members of the former students. These claims were discontinued at trial by a decision of the Court. There is no compensation available for the Family Class in this Settlement and any further claims are barred.

Eligible Class Members could receive:

- between \$15,000 and \$20,000 just for living at the Schools, depending on how long they lived at the Schools; and
- between \$50,000 and \$200,000 depending on the level of harm they suffered while living at the Schools.

Class Members must complete a Claim Form and send it to the claims office by the deadline of _____, 2017 to get money.

Attached you will find a short one-page notice for members of the community who may be included in the lawsuits.

We are asking for your help to distribute, or make available, these important notices because they affect the legal rights of former students of the Schools. Also, please post the notice in a prominent place where the community will be able to view it. Feel free to publish the notice in any newsletter or community publication you may distribute or post a link to the case website, www.NewfoundlandResidentialSchoolsSettlement.ca at any website you host.

NOTE: These Schools are not considered eligible Indian Residential Schools under the 2007 Indian Residential Schools Settlement Agreement ("IRSSA").

KMS

Learn more by calling toll-free 1-866-542-0369, emailing Admin@NewfoundlandResidentialSchoolsSettlement.ca or by visiting www.NewfoundlandResidentialSchoolsSettlement.ca

Thank you.

Sincerely,

Newfoundland Residential Schools Cases Class Actions Notice Administrator, c/o Koskie Minsky LLP
20 Queen Street West, Suite 900, Toronto, Ontario M5H 3R3
KM-2319959v1