

**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

ORDER

BEFORE THE HONOURABLE JUSTICE STACK:

UPON BEING ADVISED that the Plaintiffs and Defendant have entered into an agreement to resolve all outstanding issues between them in these actions (the "Settlement");

UPON HEARING the Application made by the Plaintiffs for an order setting a time and place for the hearing of an application to approve the Settlement and the legal fees sought by Class Counsel ("Fairness Hearing") and to approve the proposed plan to disseminate notice of the Fairness Hearing;

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

RMS

	Filed	<i>May 10/16</i>	<i>W.</i>
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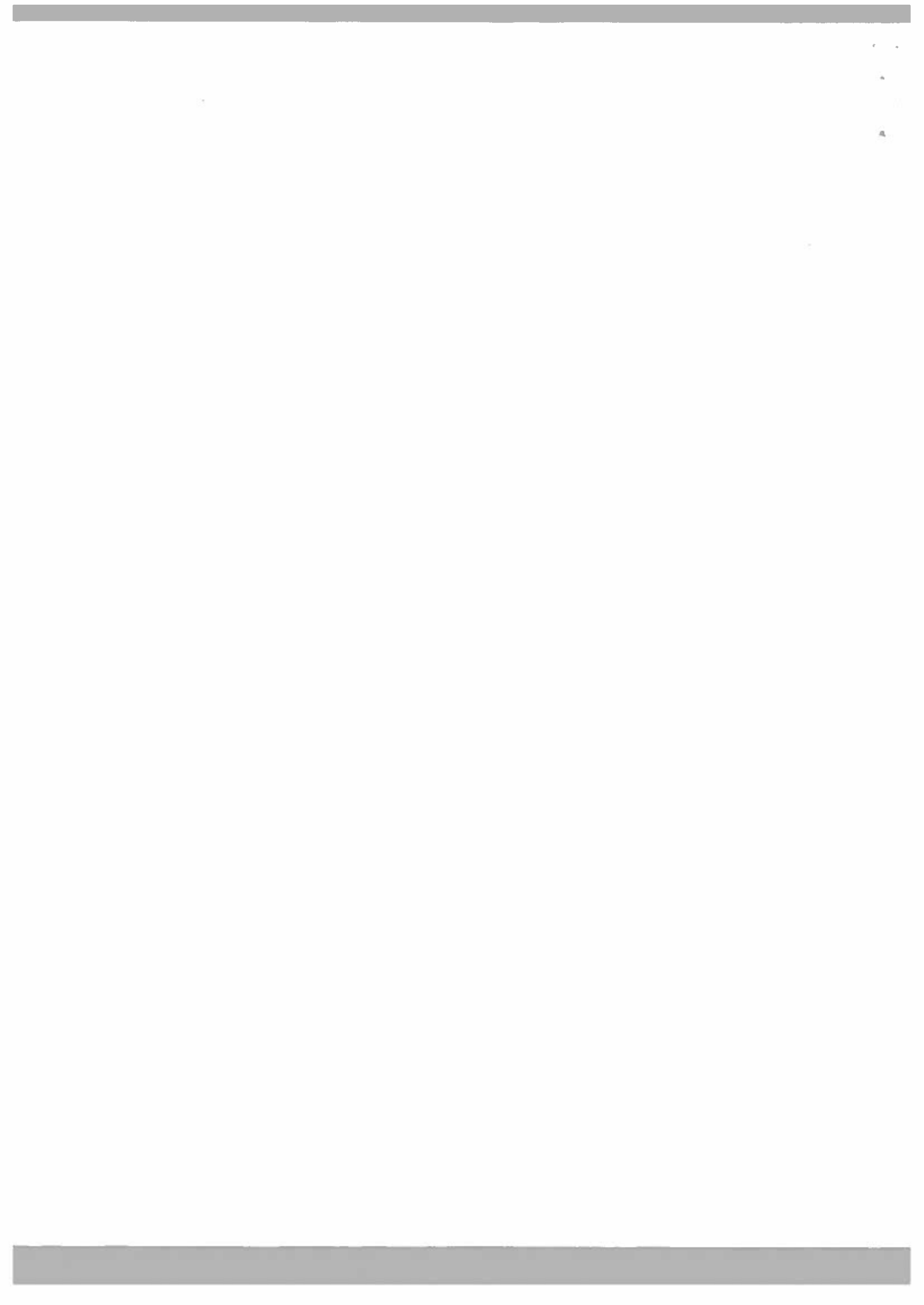
AND UPON BEING ADVISED of the Defendant's consent;

AND UPON HEARING the oral submissions of counsel for the Plaintiffs and counsel for the Defendant;

IT IS ORDERED THAT:

1. The common issues trial in these matters is hereby adjourned *sine die*.
2. The Fairness Hearing shall be heard at 10:00am on September 27, 28 and 29, 2016.
3. Notice of the Fairness Hearing shall be distributed in accordance with the notice plan attached as Schedule "A" to this order ("Phase 1 Notice Plan").
4. Implementation of the Phase 1 Notice Plan shall commence by May 31, 2016, or earlier.
5. The following notice materials are approved and are to be distributed pursuant to the Phase 1 Notice Plan:
 - (i) Long form notice substantially in the same form as attached as Schedule "B";
 - (ii) Summary notice for publication substantially in the same form as attached as Schedule "C";
 - (iii) Summary notice for mailing substantially in the same form as attached as Schedule "D";
 - (iv) Press release substantially in the same form as attached as Schedule "E";
 - (v) Cover letter to community groups substantially in the same form as attached as Schedule "F"; and
 - (vi) Fax cover letter to community groups substantially in the same form as attached as Schedule "G".
6. That the cost of the implementation of the Phase 1 Notice Plan shall be borne by the Plaintiffs, subject to reimbursement through the Settlement, if approved.

RW




7. That a class member who wishes to make a written objection may do so by delivering a signed objection, in the form attached as Schedule "H", by September 12, 2016, to Class Counsel at the following address:

Newfoundland Residential Schools Class Actions
Koskie Minsky LLP
20 Queen Street West, Suite 900
Toronto, Ontario
M5H 3R3
email: nfldresidentialschools@kmlaw.ca

8. That Class Counsel shall serve and file with the court, by September 21, 2016, or thereafter, but before the Fairness Hearing, an affidavit including copies of all written objections received by September 12, 2016 and up until the date of the affidavit.

DATED at St. John's, in the Province of Newfoundland and Labrador this 10th day of May, 2016.



Assistant Deputy Registrar

RM

Schedule "A"



Legal Notification Services

Phase I Settlement Notice Plan

Anderson v. The Attorney General of Canada

Case No. 2008NLTD166

Supreme Court of Newfoundland and Labrador

Prepared: April 21, 2016

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Proprietary and Confidential

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 Settlement Hearing 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:

- Lockwood School, located in Cartwright, Labrador, between March 31, 1949 and the 1964 date of closure of the Lockwood School;
- Nain Boarding School, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the 1973 date of closure of the Nain Boarding School;
- 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;
- 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
- 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 has contact information for 522 known Class members who resided at the schools.

Strategies

Co-Counsel will provide direct mailed notice to 522 Class members who resided at the schools and for which they have contact information. In addition, paid media efforts will include notice placements in three Aboriginal publications (two national and one regional) and two local mainstream newspapers. Coverage will be further enhanced by an organizational outreach effort, community meetings, and a national informational news release.

Notice Design

The Notices will be designed to provide a clear, concise, plain language statement of Class members' legal rights and options. To ease response, a toll-free number and website address will be provided in all printed notice documents. The ad units are adequately sized to attract attention to the notice:

- Full-page units in the Aboriginal publications
- Approximate quarter-page units in the mainstream newspapers

Target Analysis

The data below is based on Canada's Census Program 2011 National Household Survey data.¹

Population/Size

- 2.6% (35,800) of Canada's Aboriginal population (1,400,685) is located in the province of Newfoundland and Labrador.
- 7.1% (35,800) of Newfoundland and Labrador's total population (507,270) is Aboriginal by identity.
- 54.0% (19,315) of Newfoundland and Labrador's Aboriginal population is North American Indian, 21.4% (7,660) is Métis, and 17.5% (6,265) is Inuit.

Geographic Location

- Known Class members reside in the following areas of Newfoundland and Labrador.

Location	Number of Known Class Members	% of Known Class Members
Goose Bay/Happy Valley, NL	131	23.9%
Nain, NL	93	17.0%
Cartwright, NL	84	15.4%
Hopedale, NL	18	3.3%
Northwest River, NL	17	3.1%
Rigolet, NL	14	2.6%
St. John's, NL	10	1.8%
Elsewhere in NL	67	12.2%
Elsewhere in Canada	79	14.4%
Outside of Canada	8	1.5%
Unknown	26	4.8%
TOTAL	547	100.0%

¹ Canada Census Program data is updated every 5 years. At the time of this writing, 2016 survey data had not been released.

Language

- The majority of Newfoundland and Labrador's Aboriginal population speaks English, Innu/Montagnais, and Inuktitut.

Mother Tongue	Total % (35,800)	On Reserve % (2,970)	Off Reserve % (32,825)
English	86.6% (31,000)	30.3% (900)	91.7% (30,100)
Innu/Montagnais	0.5% (195)	6.6% (195)	0.0% (0)
Inuktitut	0.04% (15)	0.0% (0)	0.05% (15)

- Most Aboriginal households in Newfoundland and Labrador speak English most often at home. Following English were Innu/Montagnais, Inuktitut, and Mi'kmaq as languages spoken most often at home.

Language spoken most often at home	Total Population	% Total
English	31,000	86.6%
Innu/Montagnais	1,935	5.4%
Inuktitut	200	0.6%
Mi'kmaq	10	0.03%

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;
- Notice placements in Aboriginal publications with distribution in Newfoundland and Labrador; as well as extended coverage nationally;
- 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 through an established case website.

Individual/Direct Notice

Mailed Notice

Co-Counsel will send direct mailed notice to its list of 522 known Class members who resided at the schools.

Aboriginal Publications

Publication	Coverage	Issuance	# of Insertions
<i>Windspeaker</i>	National	Monthly	1
<i>Turtle Island News</i>	National	Weekly	1
<i>First Nations Drum</i>	Regional: Eastern Canada	Monthly	1
TOTAL			3

- Includes one insertion in each publication, for a total of three insertions
- Utilizes full-page ad units to attract attention and enhance readership with adequately-sized text
- Provides relevant news on Aboriginal issues, people, and events
- Builds reach in Newfoundland and Labrador while extending coverage nationally
- 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

The following provides details for each of the recommended Aboriginal publications:



- Monthly DIGITAL tabloid newspaper (Publishes 24 times per year)
- Coverage: National
- Total audience: 140,000
- Distributed to every First Nations, Inuit and Inuvialuit community, Métis Settlement & Friendship Centre across Canada
- Provides a variety of editorial subjects including Aboriginal news, information and entertainment



- Weekly tabloid newspaper
- Coverage: National
- Total Circulation: 20,000
- Total Audience: 100,000
- Distributed to all reserves
- Editorial focuses on news and features about First Nations people and the issues that affect them
- Largest weekly First Nations newspaper in Canada



First Nations Drum

- Monthly tabloid newspaper
- Coverage: Regional; Eastern Canada; Manitoba, Ontario, Québec, Nova Scotia, New Brunswick, Newfoundland, and Labrador
- Total Circulation: 20,000
- Distributed to all native bands, schools, organizations, colleges and universities
- Provides editorial with a special interest in promoting native culture and tradition. Features include information on writers, musicians, sculptors and designers designed to help native artists gain recognition.

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 67,564 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

Community Meetings

Community Meetings

Co-Counsel will conduct community meetings in Happy Valley-Goose Bay, Nain, Makkovik, Postville, Hopedale, Rigolet, and Cartwright to provide notice of the settlement. Co-Counsel has conducted these types of meetings in the communities in the past and they have been regularly well attended. Given the nature of the claims and the demographics of the Class, these meetings provide a well-suited forum for transmitting information to the Class about the current stage of the actions. In addition, all of these communities are in Labrador. Many other smaller communities in which Class members may reside have ready access to these areas.

Organizational Outreach

Community Meetings

- Co-Counsel has been in contact with the Nunasiavut Government and NunatuKavut (formerly known as the Labrador Métis Association), the two main indigenous groups' political organizations. Both groups have agreed to assist Co-Counsel in the distribution of notice information to Class members.

Informational Release

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

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



TERMS AND CONDITIONS

All services to be provided by KCC Class Action Services, LLC (together with its affiliates, "KCC"), including services provided to Client as set forth in the attached Proposal, are subject to the following Terms and Conditions.

1. SERVICES. KCC agrees to provide the services set forth in the Proposal attached hereto (the "Services"). Capitalized terms not otherwise defined herein have the meanings given to such terms in the Proposal. KCC will often take direction from Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that KCC may rely upon, and Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by Client. Client agrees and understands that KCC shall not provide Client or any other party with any legal advice.

2. PRICES, CHARGES AND PAYMENT. KCC agrees to charge and Client agrees to pay, subject to the terms herein, KCC for its fees and expenses as set forth in the Proposal. Client acknowledges that any estimate in the Proposal is based on information provided by Client to KCC and actual fees and expenses may vary depending on the circumstances and length of the case. Notwithstanding the foregoing, where total expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from Client due and payable upon demand and prior to the performance of services. KCC's prices are inclusive of commission and other charges and are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to Client. Client agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with Services, including, but not limited to, transportation, lodging, meals. KCC agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt.

KCC agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Client further agrees to pay a late charge (the "Finance Charge"), calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, Client shall give written notice to KCC within twenty (20) days of receipt of the invoice by Client. Client agrees the Finance Charge is applicable to instances where KCC agreed to provide certain pre-settlement work while deferring the billing of said work until the settlement phase.

3. FURTHER ASSURANCES. Client agrees that it will use its best efforts to include provisions reasonably acceptable to KCC in any relevant court order, settlement agreement or similar document that provide for the payment of KCC's fees and expenses hereunder. No agreement to which KCC is not a party shall reduce or limit the full and prompt payment of KCC's fees and expenses as set forth herein and in the Proposal.

4. RIGHTS OF OWNERSHIP. The parties understand that the software programs and other materials furnished by KCC to Client and/or developed during the course of the performance of Services are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by KCC.

5. CONFIDENTIALITY. Each of KCC and Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information. These provisions shall survive termination of Services.

6. BANK ACCOUNTS. At Client's request, KCC shall be authorized to establish accounts with financial institutions as agent for Client or as otherwise agreed by the parties. All Client accounts established by KCC shall be deposit accounts of commercial banks with capital exceeding \$1 billion and an S&P rating of "A" or higher. In some cases, KCC may derive financial benefits from financial institutions resulting from settlement funds and other moneys on deposit or invested with them. These benefits include, for example, discounts provided on certain banking services and service fees.

7. TERMINATION. The Services may be terminated by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to Client, (ii) the failure of Client to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services where

KCC reasonably believes it will not be paid. Termination of Services shall not relieve Client of its obligations to pay all fees and expenses incurred prior to such termination.

In the event that the Services are terminated, regardless of the reason for such termination, KCC shall reasonably coordinate with Client to maintain an orderly transfer of data, programs, storage media or other materials furnished by Client to KCC or received by KCC in connection with the Services. Client agrees to pay for such services in accordance with KCC's then existing prices for such services.

8. LIMITATIONS OF LIABILITY AND INDEMNIFICATION. Client shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance of Services. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. Client shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that Client becomes aware of with respect to the Services provided by KCC.

Except as provided herein, KCC's liability to Client or any person making a claim through or under Client or in connection with Services for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability for any Losses, whether direct or indirect, arising out of the Services exceed the total amount billed to Client and actually paid to KCC for the Services. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services. Except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. The provisions of this Section 8 shall survive termination of Services.

9. FORCE MAJEURE. Whenever performance hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond the performing party's reasonable control, then such performance shall be excused and shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. INDEPENDENT CONTRACTORS. KCC is and shall be an independent contractor of Client and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.

11. NOTICES. All notices and requests hereunder shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth in the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.

12. APPLICABLE LAW. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles.

13. ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY; BINDING EFFECT. These Terms and Conditions, together with the Proposal delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions may be modified only by a written instrument duly executed by the parties. All of the terms, agreements, covenants, representations, warranties and conditions of these Terms and Conditions are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns.

Schedule "B"
SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

**PROPOSED 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 have 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 representative former students and Canada have now reached a \$50 million settlement ("Settlement") that provides compensation for former students who attended.
- The Court has not decided whether Canada did anything wrong. The Settlement must be approved by the Court before there is any money available.

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

YOUR LEGAL RIGHTS AND OPTIONS FOR THIS PROPOSED SETTLEMENT	
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the Settlement on September 27, 2016 .
DO NOTHING	Give up any right you might have to object to the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The Court will hear submissions about approval **at 10:00am on September 27, 2016 at the Supreme Court of Newfoundland and Labrador in St. John's, Newfoundland and Labrador.** Payments will only be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

QUESTIONS? CALL TOLL-FREE 1-8__-__-__, EMAIL _____@_____.CA
OR VISIT WWW._____.CA

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QUESTIONS? CALL TOLL-FREE 1-8__-__-__, EMAIL _____@_____.CA
OR VISIT WWW._____.CA

BASIC INFORMATION

1. Why did I get this notice?

The Supreme Court of Newfoundland and Labrador authorized this notice to let you know about a proposed Settlement and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

The Honourable Justice Robert Stack is overseeing these class actions. 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 schools were schools for the education of children, and included boarding facilities. All of these schools received funding from the Government.

3. Weren't these schools included in the 2006 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.

QUESTIONS? CALL TOLL-FREE 1-800-937-3333, EMAIL info@irssa.ca
OR VISIT [WWW.IRSSA.CA](http://www.irssa.ca)

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.

6. Why is there a Settlement?

The Court has not decided in favour of the Plaintiffs or the Government. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, delays in obtaining judgment and Class Members receive the benefits described in this present notice. In this case, it also means that the Class Members will not need to testify in Court. The proposed 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. The Representative Plaintiffs and their lawyers think the proposed Settlement is best for eligible Class Members.

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 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

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

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 there for 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 1-8 - - - with questions or visit www. .ca or email @ .ca.

QUESTIONS? CALL TOLL-FREE 1-8 - - -, EMAIL @ .CA
OR VISIT WWW. .CA

SETTLEMENT BENEFITS?

10. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to eligible Class Members. Canada has 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 Settlement and legal fees, costs, and expenses. The remaining settlement funds will be distributed in accordance with the 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 has 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 a document called the Settlement Agreement, which is available at www._____.ca.

11. How will the lawyers be paid?

Class Counsel will not be paid until the Court declares that the fees being paid are fair and reasonable. Class Counsel will ask for 33% of the Settlement Fund (\$16.5 million) as legal fees plus its disbursements and all applicable taxes. The fees and disbursements awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and disbursements to award.

12. How much will my payment be?

The amount of your payment will depend on 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.

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 Settlement Agreement. 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. 	\$50,000.00

QUESTIONS? CALL TOLL-FREE 1-8__-__, EMAIL _____@_____.CA

OR VISIT WWW._____.CA

	<ul style="list-style-type: none"> • One or more incidents of simulated intercourse. • One to three incidents of masturbation. 	
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

13. When will I receive my payment?

Class Members who are entitled to payments will receive their payments after their claims are assessed. Before anyone can apply or be assessed, the Court must decide whether to grant final approval of the Settlement and any appeals must be resolved (see "The Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

If the Settlement is approved, 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 Settlement 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 am I giving up in the Settlement?

Unless you previously excluded yourself from the Settlement, once the Settlement becomes final, you will give up your right to sue Canada for the claims being resolved by this Settlement. You will be "releasing" Canada and all related people as described in the Settlement Agreement. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firm listed in Question 19 or you can, of course, talk to your own lawyer if you have questions about what this means.

15. Can I remove myself from the Settlement?

No. The deadline to remove yourself from the action was November 30, 2012. If you previously removed yourself from the action, you cannot receive a payment from this Settlement unless a provision is

QUESTIONS? CALL TOLL-FREE 1-800-387-2323, EMAIL info@settlement.ca

OR VISIT WWW.SETTLEMENT.CA

approved to permit you to opt back in to the action. However, you may still file an objection if you are a member of the class (see Question 20).

HOW TO RECEIVE A PAYMENT

16. How can I receive a payment?

You can only make a claim under the Settlement if the Settlement is approved by the Court. If the Settlement is approved, to ask for a payment, simply complete and submit the required claim form. 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._____.ca or by calling 1-_____.

17. 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 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 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 settlement agreement. 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.

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 Settlement Fund.

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

18. 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.

QUESTIONS? CALL TOLL-FREE 1-8____-____, EMAIL _____@_____.CA
OR VISIT WWW._____.CA

19. 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. Otherwise, a Class Member cannot dispute the payment amounts or categories once their claims have been submitted.

THE LAWYERS REPRESENTING YOU

20. Who are the lawyers for the Plaintiffs?

The Court 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." If you want to be represented by or receive advice from another lawyer, you may hire one to appear in Court for you at your own expense.

OBJECTING TO THE SETTLEMENT

21. How do I tell the court if I do not like the Settlement?

You can object to the Settlement if you don't like some part of it. The Court will consider your views. To object, you must submit a letter that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Newfoundland Residential Schools Settlement;
- The reasons you object to the Settlement, along with any supporting materials; and
- Your signature.

You must mail your objection, postmarked by **September 6, 2016** to:

Newfoundland Residential Schools Class Actions
Koskie Minsky LLP
20 Queen Street West, Suite 900
Toronto, Ontario
M5H 3R3
email: nfldresidentialschools@kmlaw.ca

THE APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you do not have to.

22. When and where will the court decide whether to approve the Settlement?

The Court will hold an Approval Hearing at **10:00 a.m. on September 27, 2016 at the Supreme Court of Newfoundland and Labrador in St. John's, Newfoundland and Labrador**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.nfldresidentialschools.ca or call 1-8-____-____ in advance if you are planning to attend. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Class. If

QUESTIONS? CALL TOLL-FREE 1-8-____-____, EMAIL _____@_____.CA
OR VISIT WWW._____.CA

there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

23. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. However, you or your own lawyer are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Approval Hearing.

25. What if I do nothing?

If you do nothing, you are choosing not to object to the Settlement. The Approval Hearing will proceed and the Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www._____.ca. You can send your questions to _____, or by email at _____@_____.ca. You may also call the toll-free number, 1-8____-____-_____.

DATE: May __, 2016

QUESTIONS? CALL TOLL-FREE 1-8____-____-_____, EMAIL _____@_____.CA
OR VISIT WWW._____.CA

Schedule "C"

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 Federal Government of Canada and former students of the Schools have reached a \$50 million settlement ("Settlement") of a class action lawsuit that provides compensation for former students who attended the Schools.

The Court has not decided whether Canada did anything wrong. The Settlement must be approved by the Court before there is any money available.

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

HOW DO I GET THIS MONEY?

If the Settlement is approved by the Court, you can make a claim for money. You must fill in a Claim Form and send it to the claims office.

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.

KM-2157851v5

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 and any further claims are now barred.

WHAT IF I DON'T AGREE WITH THE SETTLEMENT?

If you do not agree with the Settlement, you may

1. Object in writing

You must include your name, address and telephone number, explain why you object to the Settlement. You must mail this letter postmarked before September 6, 2016 to:

Newfoundland Residential Schools
Class Actions
Koskie Minsky LLP
20 Queen Street West, Suite 900
Toronto, Ontario M5H 3R3

email: nfldresidentialschools@kmlaw.ca

2. Go to the Hearing

Attend at Court in St. John's, Newfoundland and Labrador on September 27, 2016 to voice your concerns. You may also hire your own lawyer, at your expense to, to represent you.

3. Do Nothing

Give up your right to object to the Settlement

DO YOU KNOW SOMEONE WHO ATTENDED THE SCHOOLS?

Please share this information with them or their support person.

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 Federal Government of Canada and former students of the Schools have reached a \$50 million settlement ("Settlement") of a class action lawsuit that provides compensation for former students who attended the Schools.

The Court has not decided whether Canada did anything wrong. The Settlement must be approved by the Court before there is any money available.

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

HOW DO I GET THIS MONEY?

If the Settlement is approved by the Court, you can make a claim for money. You must fill in a Claim Form and send it to the claims office.

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 DON'T AGREE WITH THE SETTLEMENT?

If you do not agree with the Settlement, you may

1. Object in writing

You must include your name, address and telephone number, explain why you object to the Settlement. You must mail this letter before September 6, 2016 to:

Newfoundland Residential Schools
Class Actions
Koskie Minsky LLP
20 Queen Street West, Suite 900
Toronto, Ontario M5H 3R3

email: nfldresidentialschools@kmlaw.ca

2. Go to the Hearing

Attend at Court in St. John's, Newfoundland and Labrador on September 27, 2016 to voice your concerns.

3. Do Nothing

Give up your right to object to the Settlement.

DO YOU KNOW SOMEONE WHO ATTENDED THE SCHOOLS?

Please share this information with them or their support person.

Legal Notice about the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association or the Moravian Church.

Fname Lname
Address 1
Address 2
City, Province Postal Code

KM-2158177

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

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, May 11, 2016—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 of the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association ("IGA") or the Moravian Church, about their potential legal rights in a class action settlement.

Former students have 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 IGA or the Moravian Church and the harms and abuses committed against the children who attended them. The lawsuits claim that Canada exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claim that Canada 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 representative former students and Canada have now reached a \$50 million settlement ("Settlement") that provides compensation for former students who attended.

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.

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

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.

The Court has not decided whether Canada did anything wrong. The Settlement must be approved by the Court before there is any money available.

The Court will hold a Settlement Approval Hearing at 10:00 a.m. on September 27, 2016 at the Supreme Court of Newfoundland and Labrador in St. John's, Newfoundland and Labrador. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Class. If there are objections to the Settlement, the Court will consider them and will listen to people who

have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

Should the Settlement be approved, a further notice will be released explaining the claims process and how to receive a payment if you are eligible.

The hearing may be moved to a different date or time without additional notice. For more information and updates go to www._____.ca, email: _____@_____.____, or call 1-8-____-_____.

PRESS CONTACT: David Rosenfeld, Koskie Minsky LLP, (416) 595-2700

SOURCE: Supreme Court of Newfoundland and Labrador

KM-2156538v4

Schedule "F"

To: _____
From: _____@_____.ca

Subject: Legal Notice about Settlement Approval Hearing in Class Actions re: Schools in Cartwright, North West River, Makkovik, Nain and St. Anthony run by the International Grenfell Association or the Moravian Church

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 proposed settlement in class action lawsuits

Former students have 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 lawsuits claim that Canada exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claim 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 have now reached a \$50 million settlement ("Settlement") that provides compensation for former students who attended.

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
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- 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

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.

The Court has not decided whether Canada did anything wrong. The Settlement must be approved by the Court before there is any money available.

The Court will hold a Settlement Approval Hearing at 10:00 a.m. on September 27, 2016 at the Supreme Court of Newfoundland and Labrador in St. John's, Newfoundland and Labrador. The Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Class. If there are objections to the Settlement, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

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 in Cartwright, North West River, Makkovik, Nain and St. Anthony run by the IGA or the Moravian Church. 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._____.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").

Learn more by calling toll-free 1-8- - - , emailing @ or by visiting www.ca.

Thank you.

Sincerely,

Notice Administrator
Newfoundland Residential Schools Cases
[Address]
[Address]

KM-2156566v4

Schedule "G"

Official Court Notice

FAX: _____

Attn: [organization name]

Former students have 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 lawsuits claim that Canada exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claim 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 have now reached a \$50 million settlement ("Settlement") that provides compensation for former students who attended.

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- 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

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.

The Court has not decided whether Canada did anything wrong. The Settlement must be approved by the Court before there is any money available.

The Court will hold a Settlement Approval Hearing at 10:00 a.m. on September 27, 2016 at the Supreme Court of Newfoundland and Labrador in St. John's, Newfoundland and Labrador. The Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Class. If there are objections to the Settlement, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

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 in Cartwright, North West River, Makkovik, Nain and St. Anthony run by the IGA or the Moravian Church. 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._____.ca, at any website you host.

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

Learn more by calling toll-free 1-8__ - __ - ____, emailing nfldresidentschools@kmlaw.ca or by visiting www._____.ca.

Thank you.

Sincerely,

Notice Administrator
Newfoundland Residential Schools Cases
_____[Address]
_____[Address]

KM-2156555v4

Schedule "H"

OBJECTION FORM

ONLY USE THIS FORM IF YOU DO NOT APPROVE OF SETTLEMENT

TO: [_____]

Re: Settlement in Class Actions re: Cartwright, North West River, Makkovik, Nain and St. Anthony Schools

Email: 0000000000@_____.ca

RE: Settlement in Class Actions re: Cartwright, North West River, Makkovik, Nain and St. Anthony Schools

My name is _____, and my relationship to these lawsuits is:

I am a former resident.

I am a family member of a former resident.

For the reasons stated below, I object to (please specify):

The terms of settlement.

The proposed fees and or disbursements of Class Counsel.

Persons submitting an objection are required to complete and deliver this Notice of Objection by no later than 5:00 p.m. (Eastern Time) on _____, 2016.

I object for the following reasons (please attach extra pages if you require more space):

I DO NOT intend to appear at the hearing of the motion to approve the settlement, and I understand that my objection will be filed with the court prior to the hearing of the motion at 10:00 a.m. on September 27, 28 and 29, 2016.

I DO intend to appear, in person or by counsel, and to make submissions at the hearing of the motion to approve the settlement at 10:00 a.m. on September 27, 28 and 29, 2016.

MY ADDRESS FOR SERVICE IS:

MY LAWYER'S ADDRESS FOR SERVICE IS (if applicable):

Name:

Name:

Address:

Address:

Tel.:

Tel.:

Fax:

Fax:

Email:

Email:

Date: _____

Signature: _____