

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

CHRISTOPHER WELSH

Plaintiff

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO

Defendant

Proceeding under the *Class Proceedings Act, 1992*

SETTLEMENT AGREEMENT

WHEREAS the Plaintiff brought this action under the *Class Proceedings Act, 1992* for alleged negligence and breach of fiduciary duty in respect the Defendant's operation and management of the Ernest C. Drury School for the Deaf, the Sir James Whitney School for the Deaf, and the Robarts School for the Deaf and their predecessors ("the Action");

AND WHEREAS the Action was certified as a class proceeding on August 23, 2016;

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

AND WHEREAS in consideration of all of the circumstances and after extensive arms' length negotiations, both directly and with the assistance of a mediator, the parties, through this Settlement Agreement, seek to resolve all issues in the this Action;

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

AND WHEREAS the Student Class Members' deafness is to be accommodated in the delivery of the claims process and notice required under this Settlement Agreement;

NOW THEREFORE the parties to this Settlement Agreement agree to settle the issues in dispute in the Action on the following terms and conditions:

Definitions

1. The following definitions apply in this Settlement Agreement:
 - (a) "Action" means the action commenced in the Ontario Superior Court of Justice styled *Christopher Welsh v Her Majesty the Queen in the Right of Ontario* bearing court file number CV-15-53404200CP;
 - (b) "Administration Costs" means all costs to administer and distribute the Settlement Fund including the costs and professional fees of the Claims Administrator and the costs of implementing the Notice Plan;
 - (c) "Approval Hearing" means the hearing at the Court to approve the Settlement of the Action;
 - (d) "Approval Order" means the order approving the Settlement of this Action and this Settlement Agreement;
 - (e) "Claim" means the claim made by a Claimant by filing a Claim Form with the Claims Administrator in accordance with the procedure in this Settlement Agreement;
 - (f) "Claim Form" means a written claim from a Student Class Member seeking compensation from the Settlement Fund in a form to be approved by the Court;
 - (g) "Claimant" means a Student Class Member (as defined below);
 - (h) "Claims Administrator" means a person or entity hired to administer the claims made pursuant to this Compensation Plan;
 - (i) "Claims Period" means the period beginning on the Court Approval Date and ending four (4) months thereafter;
 - (j) "Class Counsel" means Koskie Minsky LLP;

- (k) “Class Member” means a Student Class Member or a Family Class Member;
- (l) “CPF Levy” means the Class Proceedings Fund levy applicable to compensation payable to the Class Members pursuant to O. Reg. 771/92;
- (m) “Compensation Plan” means the plan detailing how compensation to Class Members shall be made, attached as Schedule “A” to this Settlement Agreement;
- (n) “Counsel Fee” means an amount awarded to Class Counsel as approved by the court, which shall not exceed 25% of the Settlement Fund plus applicable taxes;
- (o) “Court” means the Ontario Superior Court of Justice.
- (p) “Court Approval Date” means the later of:
 - (i) 31 days after the date on which the Ontario Superior Court of Justice issues the Approval Order; and
 - (ii) the disposition of any appeals from the Approval Order;
- (q) “Family Class Member” means, as defined by the certification order dated August 23, 2016, all spouses, children, grandchildren, parents, grandparents and siblings of persons who are members of the Student Class who attended at the Schools from March 31, 1978 to August 23, 2016;
- (r) “HMQO” means Her Majesty the Queen in Right of Ontario;
- (s) “Mediator” means Ronald Slaght, Q.C., of Lenczner Slaght Royce Smith Griffin LLP;
- (t) “Notice of Approval of Settlement” means the Court approved notice to the Class Members advising that the Court has approved the Settlement and advising of the claims process. The Class Members’ deafness shall be accommodated when providing notice;
- (u) “Notice of Settlement Approval Hearing” means the Court approved notice to the Class Members advising that the proposed Settlement will be considered by the Court;

- (v) “Notice Plan” means the plan created by agreement of the parties and approved by the Court to disseminate the Notice of Approval of Settlement and Notice of Settlement Approval Hearing to the Class;
- (w) “Releasees” means HMQO and each of its employees, servants, agents, Ministers, members of the Executive Council under the *Executive Council Act*, insurers, representatives and assigns;
- (x) “Schools” means the Ernest C. Drury School for the Deaf, the Sir James Whitney School for the Deaf, and the Robarts School for the Deaf, and their predecessors;
- (y) “Settlement” means this Settlement Agreement reached between the parties to resolve all issues in the Action as approved by the Court;
- (z) “Settlement Agreement” means this agreement, as executed by the parties or their representatives, including the attached schedules;
- (aa) “Settlement Fund” means the \$15,000,000 (fifteen million dollars) HMQO has agreed to pay in full settlement of the Action, inclusive of claims, the CPF Levy, Counsel Fee, disbursements, Administration Costs, Notice Plan costs, and all applicable taxes;
- (bb) “Student Class Member” means, as defined by the certification order dated August 23, 2016:
 - (i) all persons who have attended or resided at Ernest C. Drury School for the Deaf or its predecessor as students from September 1, 1963 to August 23, 2016, who were alive as of August 10, 2013, and who have not otherwise released their claims;
 - (ii) all persons who have attended or resided at the Sir James Whitney School for the Deaf or its predecessor as students from September 1, 1938 to August 23, 2016, who were alive as of August 10, 2013, and who have not otherwise released their claims; and,
 - (iii) all persons who have attended or resided at the Robarts School for the Deaf or its predecessor as students from September 1, 1973 to the August

23, 2016, who were alive as of August 10, 2013, and who have not otherwise released their claims;

Settlement Fund

2. The Settlement Fund will be used to pay the Claims, Administration Costs, Notice Plan costs, CPF Levy, disbursements and Counsel Fees and all applicable taxes in accordance with this Agreement in full and final settlement of the Action. HMQO shall pay to Class Counsel the Counsel Fees, disbursements and applicable taxes as approved by the Court, either within fourteen (14) days of the Court Approval date or within fourteen (14) days of the Court's approval of Counsel Fees, whichever is later. HMQO shall pay the Administration Costs and Notice Plan costs as they come due to implement the Settlement and the Compensation Plan. HMQO shall pay one cheque to the Administrator for the global compensation to all Claimants in accordance with the Compensation Plan when calculated and determined and one cheque for the CPF Levy when calculated and determined.

3. The Settlement Fund shall accrue interest at the rate of 2% per annum, commencing on the Court Approval Date, forming part of the Settlement Fund, to the date that HMQO delivers final payment of the total claims amount to the Claims Administrator.

4. The Claims Administrator will be mutually agreed upon and approved by the Court. The Notice Plan will provide for joint Notice of the Settlement Approval Hearing for the Action, this joint notice will be mutually agreed upon and approved by the Court. In the event the Court approves the settlement of the Action the Notice Plan will provide for notice of the claims process. Any disputes relating to the design, content or dissemination of the Notice Plan shall be resolved by the Court. The Settlement Fund shall be paid as follows:

- (a) First, to satisfy the Counsel Fees, Class Counsel's disbursements and applicable taxes in the amount approved by the Court;
- (b) Second, to pay Administration Costs and the cost of dissemination of Notice of Settlement Approval Hearing and Notice of Settlement Approval;
- (c) Third, to pay the CPF Levy;
- (d) The remainder of the Settlement Fund will then be used to compensate Claimants in accordance with the Compensation Plan.

5. Any amounts remaining in the Settlement Fund after all of the above payments have been made and the Claims Period has come to an end, will be returned to HMQO.

6. HMQO confirms that the settlement funds received by individual Class Members will not affect eligibility for, the amount, nature and/or duration of social assistance programs administered by or on behalf of HMQO, including, but not limited to, the Ontario Disability Support Program. HMQO shall also send a letter to the federal government and any other applicable provincial government to request their agreement that any social assistance benefits available to Class Members from those other governments will not be affected by any settlement funds received by individual Class Members. The letter shall be in the form attached as Schedule "B".

Communications

7. The parties, including counsel and representative plaintiff, agree that when commenting publicly on the Action or this Settlement Agreement, they shall:

- (a) Inform the inquirer that the Action has been settled to the satisfaction of all parties;
- (b) Inform the inquirer that it is the view of the parties that the settlement of the Action is fair, reasonable and in the best interests of the Class; and
- (c) Decline to comment in a manner that casts the conduct of any party in a negative light or reveals anything said during the settlement negotiations.

8. Any dispute over compliance with the agreement on communications may be referred to the Mediator for a determination.

Court Approval

9. The parties agree to adjourn the litigation in the Action pending a determination by the Court on whether to approve the Settlement.

10. It is understood and agreed that Court approval of this Settlement Agreement and Compensation Plan is required.

11. As soon as practical after execution of this Settlement Agreement, the parties shall immediately advise the Court, seek to schedule a motion to approve the Settlement and to seek

court approval of the Notice Plan and timing of the dissemination of Notice of Settlement Approval Hearing. The parties shall move before Court with the greatest dispatch to have the Settlement approved by the Court at the earliest possible opportunity and by no later than April 30, 2018.

12. The parties agree to file motion materials, as necessary, with respect to the motion to approve the Settlement and counsel shall act reasonably and in good faith on the content of such motion materials.

13. Class Counsel shall bring a motion for court approval of their requested Counsel Fees and reimbursement of disbursements, and all applicable taxes, at the time of Settlement approval or shortly thereafter. The Defendant shall take no position on the quantum of fees sought by Class Counsel.

Releases

14. On the Court Approval Date, each Class Member, whether or not he or she submits a claim or otherwise receives compensation in accordance with the Compensation Plan, will be deemed by this Settlement Agreement to have completely and unconditionally released, remised and forever discharged the Releasees of and from any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising which they may heretofore have had, may now have or may hereafter have whether commenced or not in connection with all claims relating to the matters raised in the Action, including, without limitation, any and all claims relating to the operation and management of the Schools, except for any Claimant's entitlement to be paid in respect of a Claim pursuant to the terms hereof.

15. On the Court Approval Date, each Class Member will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, asserting against the Releasees any claims relating to the matters raised or which might have been raised in the Action, including, without limitation, any and all claims relating to the operation and management of the Schools.

16. On the Court Approval Date, each Class Member will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, against any person or entity that could or does result in a claim over against the Releasees or any of them for contribution, indemnity in common law, or equity, or under the provisions of the *Negligence Act* and the amendments thereto, or under any successor legislation thereto, or under the *Rules of Civil Procedure*, relating to the matters raised or which might have been raised in the Action, including, without limitation, any and all claims relating to the operation and management of the Schools. It is understood and agreed that if such Class Member commences such an action or takes such proceedings, and the Releasees or any of them, are added to such proceeding in any manner whatsoever, whether justified in law or not, such Class Member will immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to exclude the several liability of the Releasees. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by such Class Member with respect to the matters covered herein. This Agreement may be pleaded in the event that any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by such Class Member in any subsequent action that the parties in the subsequent action were not privy to the formation of this Agreement.

No Admissions, No Use

17. This Settlement Agreement, whether or not consummated, and any proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement or its Schedules, or any action taken hereunder, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the parties of the truth of any fact alleged or the validity of any claim or defence that has been, could have been or in the future might be asserted in any litigation, Court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any parties except as may be required to enforce or give effect to the

Settlement and this Settlement Agreement. For greater clarity, HMQO denies the truth of the allegations in the Action and denies any liability whatsoever.

Termination

18. This Settlement Agreement shall, without notice, be automatically terminated if the Court does not approve this Settlement Agreement. In the event of termination, this Settlement Agreement shall have no further force or effect, save and except for this section, which shall survive termination.

19. In the event that this Settlement Agreement is not approved by the Court and is terminated, the parties agree to immediately continue the litigation of the Action at the earliest possible opportunity.

General

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

21. This Settlement Agreement constitutes the entire agreement between the parties and may not be modified or amended except in writing, on consent of the parties, and with Court approval.

22. This Settlement Agreement may be signed by the parties in counterpart which shall have the same effect and enforceability as a single executed document.


IN WITNESS WHEREOF, each of the parties has caused this Settlement Agreement to be executed on his/her/their behalf by his/her/their duly authorized counsel of record, effective as of November 20, 2017.

Date: Dec. 11, 2017



KOSKIE MINSKY LLP
Counsel for the Plaintiffs

Date: Nov 23, 2017



Representative Plaintiff

Date: December 8, 2017

Christopher Wayland

Name: Christopher Wayland

Counsel for the Defendant HMQO

Schedule “A” – Compensation Plan

- 1) All defined terms in the Settlement Agreement are applicable to the Compensation Plan. In addition, the following definitions apply in this Schedule:
 - a) “Approval Order” means the order approving settlement of this Action.
 - b) “Claim Form” means the Claim Form as described herein, which shall be in the form of a Solemn Declaration, by oath either sworn or affirmed.
 - c) “Excluded Claims” means a Claim by a person who has previously and validly opted out of the Action in writing or who has previously settled a claim against the Defendant and has executed a release in favour of HMQO in relation to matters that are the subject of this Action.
 - d) “Points Allocation System” means the method of determining the number of points assigned to a Claim in order determine the amount of compensation to be awarded for that Claim (as set out below in paragraphs 13 and 23).
 - e) “Serious Physical Injury” means physical injury that led to or should have led to hospitalization or serious medical treatment by a physician; permanent or demonstrated long-term physical injury, impairment or disfigurement; loss of consciousness; broken bones; or a serious but temporary incapacitation such that bed rest or infirmary care of several days duration was required.
 - f) “Serious Sexual Assault” means non-consensual oral, vaginal or anal penetration or attempted non-consensual oral, vaginal or anal penetration.
- 2) HMQO shall make one global payment to the Claims Administrator to carry out distributions to the Claimants in accordance with the determinations made by the Claims Administrator as set out below.
- 3) Any Claimant who wishes to claim compensation shall deliver to or otherwise provide the Claims Administrator with a Claim Form no later than four (4) months after the Court

Approval Date. If the Claims Administrator does not receive a Claim Form from a Claimant by the deadline, then the Claimant shall not be eligible for any compensation whatsoever.

- 4) The Claim Form allows Claimants to make specific allegations of harm. Claimants completing the Claim Form are required to provide details of the harm suffered and any supporting documents they have, if available. Information from the individual Ontario Student Record of the Claimants is not required to support a claim.
- 5) A Claimant may not submit more than one Claim. If more than one Claim Form is submitted the Claims Administrator will treat all claims materials submitted as one Claim.
- 6) If a Student Class Member lacks capacity to complete a Claim Form then it may be completed by the Student Class Member's parent or litigation guardian or the Public Guardian and Trustee (PGT).
- 7) The Claims Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation, as follows:
 - a) The Claims Administrator shall be satisfied that (i) the Claimant is a Student Class Member and did not opt out of the action; and (ii) the claim is not an Excluded Claim;
 - b) Further, for a Claim brought on behalf of a Student Class Member who lacks capacity, the Claims Administrator shall be satisfied that the parent, litigation guardian or the PGT bringing the claim has authority to act on behalf of the Student Class Member;
 - c) Further, for a Claim brought on behalf of a Student Class Member's estate, the Claims Administrator shall be satisfied that the individual filing the Claim has the requisite authority to do so.
- 8) Once the Claims Administrator has verified that the Claimant is eligible for compensation, the Claims Administrator shall forward a copy of any Claim Form which appears to be a Level 2 or 3 Claim to HMQO. HMQO reserves the right to audit a small percentage of claims and to provide a paper-based response thereto (without argument) to the Claims Administrator in those cases within 60 days of HMQO receiving such Claim Form.
- 9) Any documents provided to the Claims Administrator shall be copied to Class Counsel at the same time as they are provided to the Claims Administrator, and Class Counsel shall have the right to submit any further documentation (without argument) within 15 days of said date.

- 10) The Claims Administrator shall review the Claim Forms, any supporting documentation, and the documentation submitted by HMQO and Class Counsel to assign the number of points to the claims prescribed by the Points Allocation System set out below. The Claims Administrator shall base the award of points on both the type of harm suffered and the sufficiency of the evidence provided. Any allegation of harm that occurred before September 1, 1963 shall be given 50% of the point value that would otherwise be applicable if the harm occurred after September 1, 1963.
- 11) The Claims Administrator shall take reasonable measures to verify that the Claimants are eligible for points in the compensation scheme and that the information in the Claim Forms is accurate. The Claims Administrator may make inquiries of the Claimants or HMQO in the event of any concerns, ambiguities or inconsistencies in the Claim Forms or documents submitted by HMQO. If the Claims Administrator determines that a Claimant has not made any Claim which meets the minimum evidentiary threshold for a Claim made by that Claimant, the Claimant's Claim will be disallowed.
- 12) For any Claims of Level 3 physical or sexual assault, the Claims Administrator shall require a sworn affidavit from the Claimant and any available medical records or treatment records in respect of the claimed assault.
- 13) As soon as possible after (i) all timely Claim Forms have been processed (ii) the time to request a reconsideration for disallowed claims has expired; and (iii) all administrative reviews have concluded, the Claims Administrator shall allocate amounts to the Claimants from the Settlement Fund subject to the following limitations:
 - a) There will be no compensation for an Excluded Claim;
 - b) The maximum compensation available to each Claimant shall not exceed \$37,500, subject to clause (e) and the Points Allocation System chart at paragraph 23 below. The value of each point prescribed by the Points Allocation System shall be \$37.50, subject to clause (d).
 - c) Claimants shall receive compensation in accordance with the number of points awarded by the Claims Administrator pursuant to the Points Allocation System and the dollar value set out at clause (b) above.

- d) If there are not enough funds in the Settlement Fund to compensate all Claimants on the basis of the point value determined in clause (b) above, the value of each point shall be adjusted downward such that each Claimant receives the proportionate share of the Settlement Fund based on the number of points awarded.
 - e) If there are funds remaining in the Settlement Fund after the determinations are made in clause (b) above, successful Claimants shall be awarded a proportional payment of up to 20% of their initial award. For greater certainty, every successful Claimant shall be entitled to the same percentage increase in their payment, up to 20% of their initial award, and the Claims Administrator shall not award less than that same percentage increase to every such Claimant.
- 14) The Claims Administrator shall advise HMQO and Class Counsel of the amounts to be awarded to each Claimant and the global compensation amount required to satisfy those payments. HMQO shall provide one cheque for the global compensation amount to the Claims Administrator and the Claims Administrator shall mail the individual compensation cheques to the Claimants at the postal addresses indicated in the Claim Forms, within 30 days, and shall provide a copy to Class Counsel. If, for any reason, a Claimant does not cash a cheque within 6 months after the date of the cheque, the Claimant shall forfeit the right to compensation and the funds shall be distributed in accordance with paragraph 5 of the Settlement Agreement. Thirty days prior to the expiry of the 6 month period described above, the Claims Administrator shall:
- a) provide Class Counsel and HMQO with a list of Claimants who have not cashed their compensation cheques;
 - b) send the Claimant a further letter (copied to Class Counsel) advising the Claimant that they have 30 days to cash the compensation cheque; and
 - c) provide an accounting to Class Counsel and HMQO of any interest accrued by the Claims Administrator in relation to any monies it has held pending the clearance or expiration of all cheques.
- 15) The claims process is intended to be expeditious, cost effective and “user friendly” and to minimize the burden on Student Class Members. The Claims Administrator shall, in the

absence of reasonable grounds to the contrary, assume the Student Class Members to be acting honestly and in good faith.

- 16) 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.
- 17) The claims process is also intended to prevent fraud and abuse. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the number of points to be awarded to the Claimant, then the Claims Administrator shall disallow the claim in its entirety. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the number of points to be awarded to the Claimant, then the Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate number of points are awarded to the Claimant.
- 18) Where the Claims Administrator disallows a claim in its entirety, the Claims Administrator shall send to the Claimant at the Claimant's postal or email address as indicated in the Claim Form and to Class Counsel, a notice advising the Claimant that he or she may request the Claims Administrator to reconsider its decision by administrative review. For greater certainty, a Claimant is not entitled to a notice or a review where a claim is allowed in whole or in part, but the Claimant wishes to dispute the points awarded, his or her individual compensation, or any other finding or determination of the Claims Administrator.
- 19) Any request for reconsideration must be received by the Claims Administrator within 21 days of the date of the notice advising of the disallowance. If no request for reconsideration is received by the Claims Administrator within this time period, the Claimant shall be deemed to have accepted the Claims Administrator's determination and the determination shall be final and binding and not subject to further review by any court or other tribunal.
- 20) Where a Claimant files a timely request for reconsideration with the Claims Administrator in accordance with paragraph 18 above, the Claims Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's request for reconsideration.

- 21) Following its determination in an administrative review, the Claims Administrator shall advise the Claimant of its determination of the request for reconsideration. In the event the Claims Administrator reverses a disallowance, the Claims Administrator shall send the Claimant at the Claimant's postal or email address as indicated in the Claim Form (copied to Class Counsel), a notice specifying the revision to the Claims Administrator's disallowance.
- 22) The determination of the Claims Administrator in an administrative review is final and binding and is not subject to further review by any court or other tribunal.

23) Points Allocation System

Categories of abuse	Points
<u>Level 3 sexual assault:</u> <ul style="list-style-type: none">• One or more incidents of Serious Sexual Assault	600
<u>Level 2 sexual assault:</u> <ul style="list-style-type: none">• Repeated non-consensual sexual touching of a resident or other non-consensual sexual behaviour that is not a Serious Sexual Assault	400
<u>Level 1 sexual assault:</u> <ul style="list-style-type: none">• Any non-consensual sexual touching of a resident or other non-consensual behaviour that is not a Serious Sexual Assault	200
<u>Level 3 physical assault:</u> <ul style="list-style-type: none">• One or more physical assaults causing a Serious Physical Injury	400
<u>Level 2 physical assault:</u> <ul style="list-style-type: none">• One or more physical assaults not causing a Serious Physical Injury, but resulting in an observable injury such as a black eye, bruise or laceration.	200
<u>Level 1 physical assault or other wrongful acts:</u> <ul style="list-style-type: none">• One or more physical assaults not causing a Serious Physical Injury and not resulting in an observable injury.• Repeated, persistent and excessive wrongful acts constituting demeaning behaviour, humiliation, or excessive physical punishment	100

Claimants may claim only one level of harm out of each of the sexual assault or physical assault/other wrongful acts categories of abuse. In the event that a Claimant claims for more than one level within such category, they shall only receive points for the highest level within the category for which they qualify.

**Schedule “B” of the Settlement Agreement –
Form of Letter to Other Governments**

Dear _____

Ontario has recently settled the class action *Welsh v Her Majesty the Queen in the Right of* which involved claims by former students of the Ernest C. Drury School for the Deaf, the Sir James Whitney School for the Deaf, and the Robarts School for the Deaf and their predecessors (“the Schools”) relating to negligence and breach of fiduciary duty in the operation and management of the Schools. Pursuant to the terms of settlement, the Province has agreed to pay compensation to individual Class Members who file claims demonstrating that they were harmed; and has further agreed that any settlement funds received by those Class Members will not affect eligibility for, the amount, nature and/or duration of social assistance programs administered by or on behalf of the Ministry of Community and Social Services. We are writing to request your agreement that any social assistance benefits available to Class Members from your government will not be affected by any settlement funds received by individual Class Members. Please let us know if you are agreeable.

Yours truly