

2018

Hfx No. 479060

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

STEVEN GALLANT

on his own behalf and on behalf of the class

PLAINTIFF

and

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX

and

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF YARMOUTH

and

THE ARCHBISHOP OF HALIFAX – YARMOUTH

DEFENDANTS

SETTLEMENT AGREEMENT

WHEREAS the Plaintiff brought this class action under the *Class Proceedings Act, 2007* for alleged negligence, vicarious liability and breach of fiduciary duty in respect of sexual assaults committed by Priests employed by the Defendants;

AND WHEREAS counsel for the parties to this 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 litigating aggregate and individual damages issues;

AND WHEREAS in consideration of all of the circumstances and after extensive arms' length negotiations, both directly and with the assistance of two separate mediators, the parties to this Agreement wish to settle any and all issues among themselves in any way relating to the within action;

AND WHEREAS after their investigation, the parties and their respective 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;

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

1. This settlement agreement (the “**Agreement**”) reflects the agreement between the Plaintiff and Defendants reached on July 6, 2022 to resolve the causes of action, claims and/or demands, on all counts made against the Defendants in this class action in accordance with the terms more particularly set out herein.
2. All monetary amounts provided herein are stated in Canadian dollars.
3. The Defendants enter into this Agreement without an admission of liability.

A. The Class Definition

4. The definition of "**Class Members**" in the Certification Order is amended as set out below. The opt out date for any new Class Members added by virtue of this amendment shall be 60 days from the date that the order approving the settlement becomes final:

All individuals who allege that they were sexually abused by a priest of the Roman Catholic Episcopal Corporation of Halifax or Roman Catholic Episcopal Corporation of Yarmouth between April 14, 1954 and the date of March 31, 2020. Individuals who have previously settled or otherwise released either the Roman Catholic Episcopal Corporation of Halifax or Roman Catholic Episcopal Corporation of Yarmouth cannot advance a class action claim for the same alleged sexual abuse (the "**Class**").

B. Compensation Summary

5. Class Members may make claims for compensation in accordance with compensation levels 1 to 4 as set out in the hereto attached **Schedule “A”**.
6. Class Members are entitled to compensation only from the highest compensation category level in Schedule “A”, for which they are eligible. For greater certainty, Class Members whose claims fall into more than one category in Schedule “A”, or who claim against more than one Defendant or Priest, are entitled to compensation from only one category and not entitled to cumulative compensation based on each category set out in Schedule “A” for which they are eligible. Only the Defendant whose Priest committed the highest category of abuse will be responsible for the payment to the Class Member. If the Class Member’s highest level of abuse was committed by Priests of both the RCEC Halifax and RCEC Yarmouth, then that Class Member will be entitled to one payment and that payment will be equally split between RCEC Halifax and RCEC Yarmouth. If the Class Member is entitled to an even-split payment pursuant to the previous sentence, but one of the Settlement Amounts referred to in paragraphs 14 and 15 is exhausted, and one is not, then the unexhausted Settlement Amount will pay the balance of the Class Member's entitlement.
7. Only Class Members who are eligible for compensation levels 3 or 4, as set out in Schedule “A”, may elect to claim additional compensation pursuant to categories 1 or 2, as set out

in the hereto attached **Schedule “B”** and if deemed eligible will go through the Schedule “B” claims process. (Schedules “A” and “B” are collectively referred to as the **“Compensation Allocation System”**).

8. Eligible Class Members who elect to claim additional compensation under Schedule “B”, are entitled to additional compensation only from the highest category in Schedule “B”, for which they qualify. For greater certainty, Class Members who are eligible to elect additional compensation under Schedule “B” and whose claims fall into more than one category in Schedule “B”, or who claim against more than one Defendant or Priest, are entitled to compensation from only one category. They are not entitled to cumulative compensation based on each category set out in Schedule “B” for which they qualify. Only the Defendant whose Priest’s abuse resulted in the highest category of compensation under Schedule “B” will be responsible for the payment to the Class Member. If the Class Member’s highest level of compensation under Schedule “B” was the result of abuse committed by Priests of both the RCEC Halifax and RCEC Yarmouth, then that Class Member will be entitled to one payment under Schedule “B” and that payment will be equally split between RCEC Halifax and RCEC Yarmouth. If the Class Member is entitled to an even-split payment pursuant to the previous sentence, but one of the Settlement Amounts referred to in paragraphs 14 and 15 is exhausted, and one is not, then the unexhausted Settlement Amount will pay the balance of the Class Member's entitlement.
9. No compensation will be payable for “common experience” harm, physical or psychological harm not involving sexual abuse or for any form of aggregated harm or aggregated damages.
10. The amounts set out in the Compensation Allocation System are inclusive of claims for economic loss and/or loss of economic opportunity and any other claim for compensation. No additional compensation will be payable for economic loss and/or loss of economic opportunity or any other loss or damage outside of, or additional to, compensation available under the Compensation Allocation System.
11. If a Class Member has an approved claim against a Priest of the Roman Catholic Episcopal Corporation of Halifax (**“RCEC Halifax”**), RCEC Halifax will be solely responsible for any payment to that Class Member.
12. If a Class Member has an approved claim against a Priest of the Roman Catholic Episcopal Corporation of Yarmouth (**“RCEC Yarmouth”**), RCEC Yarmouth will be solely responsible for any payment to that Class Member.
13. The Archbishop of Halifax-Yarmouth will not be personally responsible for any payments under the Compensation Allocation System, or otherwise related to this Agreement.
14. RCEC Halifax agrees to an all-inclusive settlement in the amount of \$8,150,000 (the **“Halifax Settlement Amount”**). For greater clarity, the maximum that RCEC Halifax will pay under this Agreement is \$8,150,000. The Halifax Settlement Amount means the total amount that RCEC Halifax has agreed to pay to settle the action, inclusive of payment of approved Halifax claims, its portion of counsel fees, disbursements, administration costs,

notice plan costs, adjudication costs, interest, honoraria and all-applicable taxes. After payment of court approved Counsel Fees, disbursements, and all applicable taxes and any honoraria RCEC Halifax will guarantee, via a Letter of Credit (“Halifax LOC”) provided by an accredited financial institution, the remaining balance of the Halifax Settlement Amount.

15. RCEC Yarmouth agrees to an all-inclusive settlement in the amount of \$1,850,000 (the “**Yarmouth Settlement Amount**”). For greater clarity, the maximum that RCEC Yarmouth will pay under this agreement is \$1,850,000. The Yarmouth Settlement Amount means the total amount RCEC Yarmouth has agreed to pay to settle the action, inclusive of payment of approved Yarmouth claims, its portion of counsel fees, disbursements, administration costs, notice plan costs, adjudication costs, interest, and all-applicable taxes. After payment of court approved Counsel Fees disbursements, and all applicable taxes and any honoraria, RCEC Yarmouth will guarantee, via a payment into an interest bearing trust fund (Yarmouth Trust Fund”), the remaining balance of the Yarmouth Settlement Amount. Any interest earned is payable to the Yarmouth Trust Fund for the benefit of Class Members. (The Yarmouth Settlement Amount and Halifax Settlement Amount are collectively referred to as the “**Settlement Amounts**”).
16. The respective Settlement Amounts shall be paid as follows:
 - (a) First, to satisfy counsel fees, Class Counsel’s disbursements and applicable taxes in the amount approved by the Court;
 - (b) Second, to pay administration costs, notice plan costs, adjudication costs and applicable taxes; and
 - (c) Third, to compensate Class Members based on the “Compensation Allocation System”.
17. RCEC Halifax shall pay its proportionate share (81.5%) of Class Counsel’s legal fees, disbursements and applicable taxes as approved by the Court, within 7 days of the appeal period lapsing in respect of the Court’s order approving said fees. The fees and costs incurred by the administration or adjudication of claims made against RCEC Halifax, will be paid out of the Halifax Settlement Amount, as the payments to the Administrator and Adjudicator come due.
18. RCEC Yarmouth shall pay its proportionate share (18.5%) of Class Counsel’s legal fees, disbursements and applicable taxes as approved by the Court, within 7 days of the appeal period lapsing in respect of the Court’s order approving said fees. The fees and costs incurred by the administration or adjudication of claims made against RCEC Yarmouth, will be paid from the Yarmouth Trust Fund to the Administrator or Adjudicator, as the payments to the Administrator and Adjudicator come due.
19. Once the Claims Period, as defined below, has expired and each eligible claim has been approved and classified to the appropriate compensation level pursuant to this Agreement, the Administrator will calculate the total amount owed to the Class Members for the RCEC Halifax claims (“**Halifax Approved Award**”) and the total amount owed to the Class

Members of the RCEC Yarmouth claims (“**Yarmouth Approved Award**”) (collectively the “**Approved Awards**”).

20. The Administrator will confirm in writing the Approved Awards to the Defendants, as well as the respective balances of the Settlement Amounts, prior to requesting or withdrawing any funds to satisfy the Approved Awards.
21. Notwithstanding any term in this Agreement, under no circumstances shall RCEC Halifax (and its insurers) pay more than the Halifax Settlement Amount. If the Halifax Settlement Amount is exhausted after all payments listed in paragraph 16 (a)-(c) are made and in result the Halifax Approved Award exceeds the Halifax Settlement Amount, then the individual claim payments related to RCEC Halifax will be reduced *pro rata*.
22. Notwithstanding any term in this Agreement, under no circumstances shall RCEC Yarmouth (and its insurers) pay more than the Yarmouth Settlement Amount. If the Yarmouth Settlement Amount is exhausted after all payments listed in paragraph 16 (a)-(c) are made and in result the Yarmouth Approved Award exceeds the Yarmouth Settlement Amount, then the individual claim payments related to RCEC Yarmouth will be reduced *pro rata*.
23. After all payments as set out at paragraph 16 (a)-(c) have been made, RCEC Halifax’s financial obligations (and those of its insurers) are deemed complete and there will be no further distribution of settlement funds. For clarity, if any amount of the Halifax Settlement Amount remains after the claims process, RCEC Halifax will retain the remaining amount.
24. If the Yarmouth Settlement Amount is not exhausted after all payments listed in paragraph 16 (a)-(c) are made and the Yarmouth Approved Amount has been withdrawn from the Trust Fund by the Administrator for distribution, RCEC Yarmouth’s financial obligations (and those of its insurers) are deemed complete and there will be no further distribution of settlement funds. For clarity, if any amount of the Yarmouth Settlement Amount remains, after the claims process, that remainder will be returned to RCEC Yarmouth (and its insurers).
25. For greater certainty and to prevent double recovery, any person who has previously settled or otherwise released either the Roman Catholic Episcopal Corporation of Halifax or Roman Catholic Episcopal Corporation of Yarmouth from a claim for the same alleged sexual abuse shall not be entitled to any compensation through this claims process.

C. Claims Process, Notice and Administration

26. The claims period shall be twelve (12) months from the date that the order approving the settlement becomes final (“**Claims Period**”).
27. The Administrator may consider a Claim submitted on a date later than the deadline set out in paragraph 26 if the Claim and all necessary supporting documentation are received by the Administrator within three (3) months after the deadline set out in paragraph 26 and if:
 - a) The parties consent to have the Claim assessed by the Administrator; or,

- b) The Court orders that the Claim shall be assessed by the Administrator.
28. The parties shall agree on a notice program and administration process to be paid proportionally out of the Halifax Settlement Amount and the Yarmouth Settlement Amount.
29. The administration is to be performed by an independent third-party Administrator to be mutually agreed upon by the parties. Any required adjudication, will be performed by an independent third-party Adjudicator to be mutually agreed upon by the parties. The Adjudicator's per diem fee will not exceed \$6,000 plus HST.
30. The administration and any required adjudication process will be balanced and restorative in nature. It will be designed so as not to discourage Class Members from coming forward. In the absence of reasonable grounds to the contrary, Class Members shall be assumed to be acting honestly and in good faith. It will also include validation as to whether a Class Member was sexually abused as well as validation with respect to the nature and extent of the alleged sexual abuse, its timing, and its location and for Class Members advancing a Schedule B claim, validation of harms and effects. Where a Claim Form contains minor omissions or errors, the Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available or obvious to the Administrator.
31. Once all the Approved Awards have been determined in accordance with paragraph 19, the Administrator shall pay class members who are eligible and approved for compensation an amount that is equal to the compensation amounts referred to in Schedule "A" and, if a Class Member both qualifies and elects, the amount determined by the Adjudicator in Schedule "B", subject to any necessary pro-rating as set out above.

D. Verification & Assessment

i. Schedule "A" Claims Process

32. Any Class Member who claims compensation ("Claimant") under Schedule "A" shall deliver to or otherwise provide the Administrator with a completed Claim Form and any supporting documentation before the expiration of the Claims Period. If the Administrator does not receive a completed Claim Form from a Claimant by the deadline, then the Claimant shall not be eligible for any compensation whatsoever unless the paragraph 27 exceptions are met.
33. The Claim Form requires the Claimant to provide identifying information and to specify the level of assault for which they are claiming. The Claim Form will provide instructions as to what supporting evidence may be required. The Claim Form will instruct Claimants to attach any supporting evidence to the Claim Form.
34. The Claim Form requirements for a Schedule "A" claim are as follows:

Commissioned Affidavit of the Claimant setting out the nature of the incident(s) alleged to have been experienced by the Claimant and swearing or affirming required details

including: their date of birth, contact information, all names that they may have been known by in their lifetime, time frame of abuse, age range and school grade(s) for time frame of abuse, if applicable, name of the Priest if known, town/city, diocese and church where Priest ministered, Claimant's address during time of abuse, Claimant's connection to the church, circumstances of association with the Priest, type of sexual abuse, timing, frequency, location, any pre-claim disclosure of the abuse and to whom, witnesses to abuse, if any, and any other pertinent information that the Claimant chooses to include to support their claim. If the name of the Priest is unknown, the Claimant will provide a physical description and all known identifying information to facilitate identification of the Priest.

Optional Supporting Documentation that may assist in the verification and assessment of the claim and which could reasonably confirm or otherwise corroborate the information provided in the Claim Form. Documentation supporting that the Claimant or the Claimant's family attended or was involved with a parish operated by either Defendant may be presented. Examples of this documentation could include but are not limited to: baptism records, Sunday-school records, communion records, confirmation records, parish giving/offering envelopes, photographs of the Claimant or the Claimant's family with the Priest identified in the Claim Form. The Claimant may also attach their family or other treating physicians' file, or portion thereof, as well as notes of any counselling sessions involving psychologists, therapists, social workers or psychiatrists in relation to the abuse.

No negative inference will be drawn from a Claim Form, which does not include Optional Supporting Documentation. If a Claimant is unable to execute a Claim Form or Affidavit due to lack of legal capacity, a Claim Form and Affidavit may be executed by the Public Trustee or any other legally recognized guardian.

35. The Administrator shall review each Claim Form and any attached supporting documents and verify whether the Claimant is eligible for the Claim to proceed, within 5 business days of receipt of the Claim, as follows:
 - (a) If the Administrator is satisfied that (i) the Claimant is a Class Member, (ii) did not opt out of the action; (iii) the assault is alleged to have occurred during the time period from April 14, 1954 to March 31, 2020;
 - (b) If the Administrator is satisfied that the requirements in paragraph 35(a) are met, but the Claimant's application is incomplete, the Administrator shall advise the Claimant of any deficiencies and the Claimant shall have 90 days, or such other time as allowed by the Administrator, to remedy those deficiencies. If the deficiencies are not remedied to the satisfaction of the Administrator within the stipulated time, then the Claim will not proceed.
 - (c) If the Administrator makes a determination that the Claimant is not eligible for the claim to proceed the Administrator shall send out a notice, with a copy of the notice and Claim Form, advising of this determination to the Claimant, Class Counsel and Defence Counsel. This determination by the Administrator is final and binding.

36. For Schedule “A” claims, once the Administrator has verified that the Claimant is eligible to proceed and the Claim Form is complete, the Administrator shall within 2 business days, forward a copy of the Claim Form and any supporting documentation to Class Counsel and Defence Counsel for RCEC Halifax and RCEC Yarmouth. The Administrator will advise the Class Member that the Claim Form has been forwarded under this paragraph. Within two weeks of the receipt of the Claim Form, Defence Counsel will use best efforts to forward the Claim Form and any supporting documentation to any living Priest identified in the Claim Form. Where RCEC Halifax or RCEC Yarmouth determines it will not intervene, Defence Counsel will advise the Administrator within 60 days and the Administrator will proceed with assigning a compensation amount based on the level of abuse identified in the Claim Form and will communicate the assignment, as soon as practicable, to Defence Counsel, Class Counsel and the Claimant.
37. Alternatively, after receiving the Claim Form and any supporting documentation, RCEC Halifax or RCEC Yarmouth may opt to have Defence Counsel conduct an oral interview of the Claimant for claims made under Schedule “A” (“**Oral Interview**”). The decision to interview the Claimant must be communicated to the Administrator, Class Counsel and the Claimant within the same 60 day period as set out in paragraph 36 of this Agreement. The Oral Interview shall not exceed:
 - (a) 1 hour for claims made under level 1 of Schedule “A”;
 - (b) 1.5 hours for claims made under level 2 of Schedule “A”; and
 - (c) 2 hours for claims made under levels 3 or 4 of Schedule “A”.
38. 15 days before conducting an Oral Interview, the Defendants shall provide Class Counsel with all documents in their possession regarding the Priest identified in the Claim Form, if not previously produced through the Class Action process. Oral Interviews will be scheduled to occur within 60 days of the Defendants’ request and will be video recorded. Class Counsel, and/or another support person, shall have the right to attend.
39. Within 30 days of the Oral Interview, Defence Counsel may refer the claim back to the Administrator for processing or to the Adjudicator to proceed with its review and consideration of the claim. If Defence Counsel refers the matter to the Adjudicator, Defence Counsel will, at the same time, advise the Administrator of that referral.
 - (a) If the Schedule “A” Claim is directed to the Adjudicator, the adjudication process will proceed as follows:
 - (i) Defence Counsel will submit to the Adjudicator all documents submitted by or on behalf of the Claimant, and any relevant documentation as chosen by Defence Counsel acting in good faith (Defence Counsel may not rely on information in an Adjudication that was not provided to the class member in advance of their interview), written submissions, interview video, and any request that the Priest identified in the Claim Form be provided an opportunity to address the allegations and be heard by the Adjudicator in

person and/or through written submissions. The foregoing documentation is referred to as “the Adjudication Package”.

- (ii) Within 30 days of receipt of the Adjudication Package Counsel for the Claimant will confirm the Adjudication Package is complete or submit any additional records and written submissions to be relied on by the Claimant in the adjudication process and advise of their intention to interview the Priest identified in the Claim Form, if that Priest has requested to address the allegations.
- (iii) If the Priest identified in the Claim Form has requested to address the allegations, Counsel for the Claimant shall have the opportunity to interview the Priest in advance of the Adjudication for the same length of time enumerated in paragraph 37. (The Claimant may not rely on information in an Adjudication that was not provided to the Priest and any additional documentation must be provided at least 15 days in advance of the interview). The interview will be video recorded and a copy provided to the Adjudicator by the Claimant. Should the Priest opt to make any written submissions to the Adjudicator they shall be copied to Counsel for the Claimant and Defence Counsel at the same time as they are provided to the Adjudicator and must be done 15 days in advance of their interview. Both the Claimant and Defence Counsel will have 15 days from the date of the interview of the Priest to make any further written submission, in response.
- (iv) The Adjudicator may request a meeting with the Claimant, to obtain any additional information they require to adjudicate the claim. If the Adjudicator and the Claimant reside in the same province, it will be up to the Adjudicator's discretion, in consultation with the Claimant, to determine whether the meeting will be in person or by video conference. If the Adjudicator and the Claimant do not reside in the same province, the meeting will be by video conference unless counsel for both the Plaintiff and Defendants agree otherwise. That meeting will be limited to 2 hours. Defence Counsel shall not be entitled to be present for that meeting. The Claimant may bring a support person to that meeting if they so choose. The meeting shall be video recorded.
- (v) The Adjudicator shall meet with the Priest identified in the Claim Form if the Priest requests an opportunity to be heard. If the Adjudicator and the Priest identified in the Claim Form reside in the same province, it will be up to the Adjudicator's discretion, in consultation with the Priest, to determine whether the meeting will be in person or by video conference. If the Adjudicator and the Priest do not reside in the same province, the meeting will be by video conference unless counsel for both the Plaintiff and Defendants agree otherwise. No negative inference will be made should a Priest opt not to participate. Neither Class Counsel nor the Claimant will be present. The meeting shall be video recorded and a copy provided to Claimant's Counsel and Defence Counsel.

- (vi) Once referred to the Adjudicator, determination of the Claimants' eligibility pursuant to Schedule "A" is in the sole discretion of the Adjudicator.
- (vii) Within 60 days of Class Counsel confirming the adjudication record is complete and no interview of Priest will occur, or, if a Priest is interviewed, within 60 days of the final submissions of Class Counsel or Defence Counsel, or the expiry of the period to make those submissions, the Adjudicator shall issue their written decision outlining key factual findings and the underlying rationale for same, including whether the Claimant is eligible for compensation, the date range of the sexual assaults and, if eligible, the applicable level of compensation for the Claimant. For greater certainty, if the Claimant fails to establish that he or she falls within any category as set out in Schedule "A", no compensation will be payable under this Agreement, under Schedule "A" or Schedule "B". The foregoing determinations by the Adjudicator are final and binding.

ii. Schedule "B" Claims Process

- 40. The Schedule "B" claims process is only available for election by those Claimants eligible for compensation levels 3 or 4 of Schedule "A". The Claimant must indicate on the Claim Form if they are claiming Schedule "B" compensation and must identify the level and category of harm and effect claimed.
- 41. The Schedule "B" claims process provides for a more traditional litigation process, under which a Claimant may receive additional compensation for the harms and effects that the Claimant has experienced, as a result of the abuse described at levels 3 or 4 of Schedule "A".
- 42. In addition to the requirements in the Schedule "A" process, a Claimant making a claim under Schedule "B" must provide documentary evidence to establish their claim under Schedule "B". The required documentary evidence is set out below and will depend on the Claimant's basis for claiming under Schedule "B":
 - Level 1 (i) claims - medical records and/or reports documenting significant and lasting physical or psychological harm including but not limited to a medically documented moderate mental disorder requiring medical treatment (whether or not received);
 - Level 1 (ii) claims - education and employment records including available school file/transcripts, Canada Pension Plan statement, income tax returns, Employment Insurance records and social assistance/community assistance files, if any.
 - Level 1 (iii) claims – medical records, treatment facility records, conviction records, incarceration records, social assistance/community assistance files documenting suicide attempts, chronic alcohol and/or drug abuse, and/or extended periods of homelessness and/or incarceration, if any and if applicable to the two grounds claimed.

- Level 2 (i) claims - medical records and/or reports documenting significant and lasting physical or psychological harm and a severe mental disorder requiring hospitalization.
 - Level 2 (ii) claims - education and employment records including available school file/transcripts, CPP statement, income tax returns, EI records and Social assistance/Community assistance files, if any.
43. If any of the above documents are not available to the Claimant at the time of making the claim, the Claimant will make best efforts to obtain these documents as quickly as possible and may seek the assistance of Class Counsel to assist in securing these documents. If other documents exist that confirm the harms and effects but are not listed in paragraph 42, the Claimant may identify and submit in support of their claim for Schedule B compensation. If, after best efforts, the Claimant is unable to obtain the documents outlined in paragraph 42 Level 1(iii), written confirmation of the efforts made to obtain the records will be provided and the Adjudicator has the discretion to accept sworn evidence of the harms if attempts to obtain documentary evidence have been exhausted, to the Adjudicator's satisfaction. If after documented best efforts the Claimant is unable to obtain required medical documentation the Claimant may then undergo an Independent Medical Examination (by a regulated healthcare professional selected by Class Counsel) in lieu thereof, at their own expense.
44. The timelines for the Schedule "B" claims process will be established by the Adjudicator after consulting with the parties.
45. The Schedule "B" claims process will include:
- (a) Either a formal discovery examination or a recorded oral interview of the Claimant by Defence Counsel, unrestricted in time, and will be conducted in person or by video conference, as selected by Defence Counsel. If Defence Counsel selects an in person interview, Defence Counsel shall pay Claimant's expenses to attend the interview. Claimant's Counsel shall be entitled to attend the examination. For greater clarity, this questioning will be instead of, not addition to, to oral interview contemplated in the Schedule "A" process;
 - (b) Additional production of relevant documents if requested by Defence Counsel;
 - (c) Independent Medical Examination(s) (by a regulated healthcare professional) if requested by Defence Counsel and/or Claimant Counsel, limited to one per requesting party. Any associated costs are borne by the requesting party;
 - (d) The opportunity for Class Counsel, Defence Counsel and the Priest identified in the Claim Form to make written and oral submissions to the Adjudicator concerning the claim; and
 - (e) A full adjudication hearing where the Claimant (and the Priest identified in the Claim Form if they chose to participate) are subject to direct and cross examination.

The parties may agree to dispense with any of the components of the Schedule “B” claims process set out above.

E. Other Terms

46. Class Counsel will seek approval from the Province to waive any potential subrogated claims for medical costs and will include in the final order a proposed indemnity clause that reads: “the Class Member releases the Defendants from all claims, including claims of any third party insurer or government agency for benefits received as a result of acts giving rise to the claim against the Defendants and further agrees to indemnify and save harmless the Defendants from any claim, demand or cause of action by any third party who claims a right of subrogation on behalf of the plaintiff for any benefits paid to the Class Member under any contract of insurance or government program”.
47. If the Administrator, Adjudicator or the parties have questions or concerns with the interpretation of any Court order or whether an individual meets the definition of a Class Member, they can refer the matter for direction from the Case Management Judge.
48. The Parties have advised the Court of an impending settlement and have scheduled the date of Monday November 14, 2022 for the hearing of the settlement approval motion before Justice Brothers.
49. 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.
50. Class Counsel shall bring a motion for Court approval of their requested Counsel Fees and reimbursement of disbursements, and all applicable taxes and honoraria at the time of Settlement Approval. The Defendants shall take no position on the fees sought by Class Counsel unless otherwise directed to do so by the Case Management Judge or her designate.
51. The Defendants shall pay Counsel Fees plus disbursements and applicable taxes to Class Counsel as approved by the Court, within seven (7) days of the appeal period lapsing in respect of the Court's order approving said fees. Such payments shall be deducted from the Settlement Amounts.
52. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member, whether or not he or she submits a claim or otherwise receives compensation pursuant to this Agreement, will be deemed by this Agreement to have completely and unconditionally released, remised and forever discharged the Releasees (defined as "the Defendants and each of their employees, servants, agents, insurers, representatives and assigns") 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 asserted in the Amended Notice of Action. The Amended Notice of Action is attached as Schedule "A".

53. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing 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 or arising out of the Amended Notice of Action.
54. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member will be forever barred and enjoined from commencing, instituting, prosecuting or continuing 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 *Contributory Negligence Act* and the amendments thereto, or under any successor legislation thereto, or under the *Civil Procedure Rules*, relating to or arising out of the Amended Notice of Action. 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.
55. Any Class Member who receives a payment under this settlement agrees that he or she will co-operate reasonably with Defence Counsel to enable the Defendants to pursue their claims for contribution and indemnity as against any third parties.
56. If requested by a Claimant, the Archbishop will provide a personal letter of apology.
57. All decisions made by the Administrator and Adjudicator are final and binding and not subject to appeal subject to any determination by the Case Management Judge per section 47.
58. This Agreement shall be governed, construed and interpreted in accordance with the laws of the Province of Nova Scotia.

59. This 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.
60. This 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.
61. This Agreement may be signed in counterparts.

Signed at Toronto, Ontario this 23rd day of August 2022.

For the Class:



BY: _____

For the Defendants:



BY: _____

Melanie Comstock, Q.C.

SCHEDULE "A"
COMPENSATION ALLOCATION SYSTEM

Level	Categories of Sexual Assault	Compensation Amount
1	Non-consensual fondling, kissing, sexual touching of breasts, genitals or buttocks, or exposure of genitals.*	\$30,000
2	Non-consensual simulated intercourse or masturbation.*	\$60,000
3	Non-consensual oral sex, digital penetration or attempted anal or vaginal penetration.*	\$110,000
4	Non-consensual vaginal or anal penetration.*	\$140,000

*For greater clarity, the Defendants acknowledge that all sexual acts between Priest and a minor are deemed to have been non-consensual. Where the Class Member was an adult at the time of the alleged sexual contact, the Class Member must establish, on the balance of probabilities, that there was no consent.

SCHEDULE "B"
COMPENSATION ALLOCATION SYSTEM
HARMS AND EFFECTS

Level	Harms and Effects Caused by the Sexual Assault	Compensation Amount
1	As a result of the sexual assault that is the subject of this proceeding: <ul style="list-style-type: none"><li data-bbox="418 636 1084 810">(i) the Claimant suffers or suffered from significant and lasting physical or psychological harm, including but not limited to a medically documented moderate mental disorder requiring medical treatment (whether or not received); or<li data-bbox="418 835 1084 936">(ii) the Claimant has experienced a history of unemployability or under employability cumulatively in excess of one year; or<li data-bbox="418 961 1084 1224">(iii) the Claimant has experienced two or more of the following:<ul style="list-style-type: none"><li data-bbox="467 1045 711 1077">(a) suicide attempts;<li data-bbox="467 1098 959 1129">(b) chronic abuse of alcohol and/or drugs;<li data-bbox="467 1150 971 1182">(c) extended periods of homelessness; and,<li data-bbox="467 1203 675 1234">(d) incarceration.	Up to \$120,000
2	As a result of the sexual assault that is the subject of this proceeding: <ul style="list-style-type: none"><li data-bbox="418 1360 1109 1493">(i) the Claimant suffers or suffered from significant and lasting physical or psychological harm, including but not limited to a medically documented severe mental disorder requiring hospitalization; or<li data-bbox="418 1524 1109 1625">(ii) the Claimant has experienced a history of unemployability or under employability cumulatively in excess of three years.	Up to \$210,000