

CITATION: C.S. v. Ontario, 2023 ONSC 984  
COURT FILE NO.: CV-16-00543895-00CP  
DATE: 20230209

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN: )  
)  
C.S. ) *Jamie Shilton and Zara Narain* for the  
) Plaintiff  
Plaintiff )  
)  
– and – )  
) *Heather Burnett* for the Defendant  
HIS MAJESTY THE KING IN RIGHT )  
OF THE PROVINCE OF ONTARIO )  
)  
Defendant )  
)  
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Proceeding under the *Class Proceedings* ) **HEARD:** January 4, 2023  
*Act, 1992* )

**PERELL, J.**

REASONS FOR DECISION

**A. Factual Background**

[1] This is a motion for directions in a class proceeding under the *Class Proceedings Act, 1992*.<sup>1</sup>

[2] The action is about compensation for youths who were detained in the Ontario Government’s Youth Justice Facilities, which are operated by the Ministry of Children and Youth Services. While detained, the youths were placed in “Youth Segregation”, (“YS”), a type of solitary confinement, for more than six consecutive hours. The Representative Plaintiff alleged that in the operation, oversight, or management of the youth detention centres, the Crown was negligent, in breach of fiduciary duties, and has breached the Class Members’ rights under sections 7, 9, and 12 of the *Canadian Charter of Rights and Freedoms*.

[3] On December 17, 2018, I certified the action as a class proceeding.<sup>2</sup> I approved the following class definition.

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<sup>1</sup> S.O. 1992, c. 6.

<sup>2</sup> *J.K. v. Ontario*, 2018 ONSC 7545 (certification decision).

All persons who, while under the age of eighteen, were, between April 1, 2004 and December 17, 2018, placed in Youth Segregation at Youth Justice Facilities that were directly operated only by the Ministry of Children and Youth Services [Ontario].

[4] On October 14, 2021, I approved a settlement.<sup>3</sup> Pursuant to the approved Settlement Agreement, the Defendant, the Ontario Government (His Majesty the King in Right of the Province of Ontario), paid \$15 million to establish a Settlement Fund from which compensation would be paid, as well as the costs of administration and Class Counsel's fee. The settlement is a residual settlement in which undistributed funds are remitted to the government.

[5] The Claims Procedure for the Settlement Agreement was part of Schedule "A" (Compensation Plan) to the Settlement Agreement. I have attached a copy of the Compensation Plan and Claims Procedure as Schedule "A" to these Reasons for Decision.

[6] A dispute about the interpretation of the Claims Procedure is the reason why the parties seek this court's direction.

[7] Pursuant to the Claims Procedure of the Settlement Agreement, Class Members can apply for compensation by completing: (a) a Claims Form and (b) a consent form that provides for disclosure of the Claimant's "Youth Records," which are regulated pursuant to the *Youth Criminal Justice Act*.<sup>4</sup> There is a nine-month time period to submit claims.

[8] The Claims Procedure is built upon the Claims Form and the Youth Records. The Claims Procedure is paper-based, confidential, and non-adversarial in the sense that there are no in court proceedings. Claimants are not required to testify or appear in person. The eligibility for compensation and category of compensation are adjudicated based on the Claims Form and the Youth Records.

[9] This motion for directions concerns what the Administrator or Adjudicator should do when there is more information in the Youth Records about the Claimant's placement in Youth Segregation ("YS") than the Claimant describes in the Claims Form.

[10] The claims period for the Settlement began on November 26, 2021 and ended on August 26, 2022. The Administrator has received a total of 216 Claim Forms, and I am told that up to 58 Claimants may be ruled ineligible.

[11] On September 2, 2022, the Administrator wrote to the parties noting that, while the Settlement Agreement "states that the information in the Youth Records must match the information in the Claim Form", the Claim Form also "specifically states to write out the details of the claim to the best of their ability". The Administrator explained that "many Claimants indicated one or more incidents and then additionally stated something along the lines of 'if you look at my records, you will see that there are many more incidents, for which I can't remember the exact details'." The Administrator asked whether it ought to "adjust the claim to reflect the information in the Youth Records or if we will only approve claims for the specified incidents in the submitted claim form."

[12] The Administrator also provided the following hypothetical example:

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<sup>3</sup> *C.S. v. Ontario*, 2021 ONSC 6851 (settlement and fee approval).

<sup>4</sup> S.C. 2002, c. 1.

A Claimant submitted a claim form with an eligible claim and stated that there are many other times he was put in segregation, but he cannot remember the dates without looking at his records. [The Administrator] receives the records and realizes that they have been segregated five times. Do we adjust his file to consider all five segregation incidents or only keep the one claim he detailed?"

[13] After several weeks of discussion, the parties were not able to agree on a joint response to the Administrator's query, necessitating this motion.

[14] The Representative Plaintiff seeks a direction that:

The Administrator and the Adjudicator may award compensation to a Claimant for all placements that are documented in the Claimant's Youth Records and that meet the criteria in the Settlement Agreement, regardless of whether the Claimant has referred to all placements on his or her Claim Form.

[15] Ontario seeks a direction that:

In assessing a Class Member's claim, the Claims Administrator and Claims Adjudicator can only consider Youth Segregation placements that are actually referred to in the Claimant's Claim Form, and the Claims Administrator and Claims Adjudicator cannot consider information concerning any other separate Youth Segregation placements that may appear in the Youth Records.

[16] The content of the Claim Form was negotiated as part of the Settlement Agreement. The template was attached as a schedule. On the Claim Form, the Claimant provides information about himself or herself and information about specific placements to the best [the Claimant] can remember and to the best of [the Claimant's] recollection. The Claim Form and Consent consists of five parts, with Part 3 being described as "[a] place for you to make and explain your claims". In Part 3, Claimants are required to "[p]ut as much detail as you can". It is also specified there that there is "room for you to make up to three separate claims", but that "there is no limit to the number of separate claims you can make." The Claim Form states: "If you have more than three separate claims to make, attach extra pages so that you can explain those claims too. If you do this, be sure to answer each of the questions below for each separate claim."

[17] For each claim, Claimants are to specify in the Claims Form: (a) which Youth Justice Facility the Youth Segregation placement occurred at; (b) the day/month/year of the placement; (c) whether the Claimant was placed in Youth Segregation for more than six consecutive hours; (d) how long the placement lasted; (e) why the placement happened; and (f) if the Claimant thinks they were "overheld".

[18] The Claim Form contains the following direction in bold and large text:

\*\*\* You do NOT need your Youth Records in order to make a claim in this claims process. Once you submit a claim and consent to the confidential release of your Youth Records to the Claims Administrator, your Youth Records will be consulted to decide your claim. \*\*\*

[19] In addition to the Claims Form, the other major component in the Claims Procedure is the Youth Records. Pursuant to the *Child, Youth and Family Services Act, 2017*<sup>5</sup> and its predecessor, correctional facilities must prepare and maintain the Youth Records. Under this legislation, correctional authorities must maintain records of each placement in segregation, including the reasons for which the youth inmate has been placed in segregation and why a less restrictive method could not be utilized. The Ministry of Child and Youth Services maintains a database that

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<sup>5</sup> S.O. 2017, c. 14, Sched. 1.

contains information about the placements at a detention facility. The database includes the name of the facility, the name, age and birthdate of the young person, the Youth Offender Tracking Information System (“OTIS”) number, date of placement in secure isolation, duration of placement, and details of the reason for the placement.<sup>6</sup>

[20] The Settlement Agreement did not specify the records that Ontario must submit to the Administrator for every Eligible Claim. The Settlement Agreement provided that the Administrator shall send Ontario “a request [to] provide ... a copy of the Claimant’s Youth Records that may be relevant to the Eligible Claim” and that the parties “shall reach an agreement on the most efficient and cooperative manner to obtain the Youth Records, including any necessary court appearances, motions, applications or other processes.”

[21] An order of the Youth Court was required in order to allow for the production of the Youth Records. Through August 2022, the parties negotiated on the terms of this order. The Order provided for a broad range of Youth Records. The Youth Records were to include:

All of Section 4 of the Claimant's master file, including any documents properly belonging in Section 4 which may not have been filed therein, with the exception of (a) records that clearly pertain to facilities that are not Youth Justice Facilities as defined in the Class Action, or (b) records that clearly pre-date or post-date the class period;

The Youth OTIS database entries for the Claimant; and

All entries for the claimant from the Serious Occurrence Reporting and Residential Licensing database that (a) are Secure Isolation or Secure De-escalation-related; (b) relate to a Youth Justice Facility as defined in the Class Action; and (c) are within the class period.

[22] After the settlement approval, the parties finalized the notices. They also negotiated the content of informational materials to be published on the Administrator's website. The Long-Form Notice states that the Adjudicator will review the events described in the Claimant's Claim Form and will also review the available Youth Records in order to decide each claim.

[23] The Administrator's website for the Settlement states that:

"The amount of compensation Class Members could receive will depend on how long they spent in Youth Segregation and the circumstances surrounding their placement";

(i) "If you make a Category 1 claim... the Claims Administrator will decide whether to award you compensation based on its assessment of your Claim Form, Supporting Documentation, and Youth Records";

(ii) "If you make a claim under Categories 2-4, the Claims Adjudicator will decide whether to award you compensation based on his assessment of your Claim Form, Supporting Documentation, and Youth Records."

(iii) "We encourage you to provide as much detail and information as you remember in relation to the Youth Segregation placements you experienced. It is okay if you do not remember details but provide as much information as you can."

## **B. The Parties’ Submissions**

[24] Class Counsel on behalf of the Representative Plaintiff and the Class Members submits

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<sup>6</sup> See *J.K. v. Ontario*, 2016 ONSC 8040.

that the Claims Procedure does not restrict the use of the Youth Records in the manner as submitted by Ontario. Class Counsel submits that the proper interpretation of the words of the Settlement Agreement in their factual nexus is that the Administrator or Adjudicator may use any information contained in the Youth Records to adjudicate the Claimant's claim. Class Counsel submits that with the benefit of having each Claimant's complete Youth Records before them, these decision-makers are directed by the Settlement to award compensation for each placement in Youth Segregation that is disclosed in the Youth Records to determine whether it meets the compensation criteria.

[25] Class Counsel submits that Ontario's interpretation is contrary to the words and the spirit of the Settlement Agreement and raises fairness concerns given that the Claimants were teenagers at the time of their detentions and cannot be expected to recall their experiences, some of which date back to 2004. Class Counsel submits that it is not fair to deny compensation when the Youth Records reveal compensable claims for which what the Claimant has forgotten to include in his or her Claim Form.

[26] Ontario submits that under the Settlement Agreement, the Claim Form is the foundation of a Class Member's claim and while the Settlement Agreement relieves Claimants of many of the evidentiary burdens, the onus remains on the Claimant in the content of the Claim Form to identify what is his or her claim. Ontario submits that under the Settlement Agreement, in reviewing the Youth Records, the role of the Claims Administrator and Claims Adjudicator is to assess the Youth Segregation placements referred to in the Claim Form not to identify additional claims. Ontario submits that the Claims Procedure does not permit or countenance the Administrator or Adjudicator searching for and considering Youth Segregation placements for which no claim has been made in the Claims Form. Ontario submits that the proper interpretation of the Settlement Agreement is that the Claims Procedure is not an audit or an investigation. Ontario submits that nothing in the Settlement Agreement permits the Claims Administrator or Claims Adjudicator to expand the scope of the actual claims made by Claimants or to conduct a wide-ranging search for other potential claims that a Claimant could have, but did not, make in his or her Claim Form.

### **C. Analysis and Discussion**

[27] I begin the analysis and discussion by noting that in the evidentiary record and factums both parties include evidence which the parties subjectively believe was intended by the language of the Settlement Agreement as arising from the settlement negotiations, which included a mediation session, and as expressed by the material filed for the settlement approval motion, where the parties expressed their understanding of the Settlement Agreement. Save in so far as this subjective and sometimes self-serving evidence provides some insight into the factual nexus of the Settlement Agreement, I have not and do not rely on it to interpret the meaning of the Settlement Agreement and most particularly I do not rely on this evidence to interpret the Claims Procedure.

[28] I continue the analysis and discussion with a short answer to the request for directions; I agree with the argument of Class Counsel, and I do not agree with Ontario's argument.

[29] The longer answer supporting the short answer requires me to interpret the Claims Procedure in the Settlement Agreement in accordance with the principles of contract interpretation.

[30] The rules of contract interpretation direct a court to search for an interpretation from the

whole of the contract that advances the intent of the parties at the time they signed the agreement.<sup>7</sup> The court is directed not to read provisions in isolation but in harmony with the agreement as a whole.<sup>8</sup> The court is directed to consider the terms used by the parties, the context in which they are used, and the purpose sought by the parties in using those terms.<sup>9</sup>

[31] Evidence of the subjective intentions of the parties cannot be admitted to add to, subtract from, vary or contradict a contract that has been wholly reduced to writing.<sup>10</sup> Contextual evidence is limited to objective contextual evidence known or reasonably capable of being known by the parties at the time of the execution of the agreements, including, among other things, evidence of the nature or custom of the market or industry, evidence of the commercial purpose and objectives of the agreements, and evidence of the objective intention of the parties.<sup>11</sup> Contextual evidence does not include evidence of the subjective intention of the parties, evidence of the negotiations, or evidence of the subsequent conduct of the parties after the execution of the agreements.”<sup>12</sup>

[32] In the immediate case, the focus of interpretation is on the objective manifestation of the intent of the parties with respect to the Claims Procedure, and, in particular, the focus of the interpretation analysis is on what the Settlement Agreement directs with respect to the use to be made of the Youth Records.

[33] The critical matter in the dispute between the parties is that Ontario postulates a restricted use of the Youth Records, a use that would just corroborate the incidents of Youth Segregation identified in the Claims Form and not to do anything more than that.

[34] Ontario’s interpretation of the Claims Procedure is that it mandates; i.e., it requires, the Claims Administrator and the Claims Adjudicator to ignore references to incidents other than the incidents mentioned in the Claims Form. Ontario submits that this mandate arises from reading the Settlement Agreement in its entirety, including the Claims Form, which reading makes the Claims Form the sole arbiter or sole governor of the incidents for which compensation may be payable if the criteria for one of the four categories of compensation are also satisfied.

[35] Four quick observations may be made about Ontario’s interpretation of the entirety of the Settlement Agreement. First, there is nothing express in the Settlement Agreement that directly supports Ontario’s interpretation. Second, ignoring what is in plain sight is at least a peculiar direction to give a claims administrator or claims adjudicator, but, of course, contracting parties may contract as they will. Third, while Ontario’s interpretation is not an absurd interpretation, it is an obnoxious interpretation that is contrary to the spirit of the Settlement Agreement, which overall is to provide compensation for certain incidents of Youth Segregation. Fourth, it shall be important to note at what Stage or Stages of the Claims Procedure, the Youth Records become

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<sup>7</sup> *Consolidated-Bathurst Export Ltd v. Mutual Boiler & Machinery Insurance Co.*, [1980] 1 S.C.R. 888.

<sup>8</sup> *BG Checo International Ltd. v. British Columbia Hydro & Power Authority*, [1993] 1 S.C.R. 12); *Scanlon v. Castlepoint Dev. Corp.* (1993), 11 O.R. (3d) 744 (C.A.); *Hillis Oil and Sales Limited v. Wynn’s Canada*, [1986] 1 S.C.R. 57; *McClelland and Stewart Ltd. v. Mutual Life Assurance Co. of Canada*, [1981] 2 S.C.R. 6.

<sup>9</sup> *Frenette v. Metropolitan Life Insurance Co.*, [1992] 1 S.C.R. 647.

<sup>10</sup> *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53.

<sup>11</sup> *Lake Louise Limited Partnership v. Canada Corp. of Manitoba Ltd.*, 2014 MBCA 61; *Coventree Inc. v. Lloyds Syndicate 1221 (Millennium Syndicate)*, 2012 ONCA 341; *King v. Operating Engineers Training*, 2011 MBCA 80.

<sup>12</sup> *Lake Louise Limited Partnership v. Canada Corp. of Manitoba Ltd.*, 2014 MBCA 61; *Lloyds Syndicate 1221 (Millennium Syndicate) v. Coventree Inc.*, 2012 ONCA 341; *King v. Operating Engineers Training*, 2011 MBCA 80; *Eli Lilly & Co. v. Novopharm Ltd.*, [1998] 2 S.C.R. 129.

relevant to the tasks of the Administrator and the Adjudicator.

[36] Descending into the details of an interpretation analysis, the Claims Procedure involves the following major Stages.

[37] The First Stage of the Claims Procedure requires the Claimant to deliver a Claims Form and a Consent to obtain his or her Youth Records. The Claimant also delivers identification documents.

[38] In the Second Stage, the Claims Administrator reviews the Claim Form and Consent for completeness. The Administrator then has five days to advise the Claimant if the Claim Form and or the Consent is incomplete. The Claimant then has 30 days to complete the Claim Form and the Consent. If the Claimant misses the deadline to submit a complete Claim Form and Consent, his or her claim is dismissed.

[39] In the Third Stage of the Claims Procedure, the Claims Administrator reviews the Claim Form and Consent to determine whether the Claimant has an eligible claim. For a claim to be an eligible claim:

- a. the Claimant must allege that he or she was placed in Youth Segregation for at least six consecutive hours at one of the Youth Justice Facilities;
- b. the Claimant must purport to provide information, if any, about the alleged conduct that caused him or her to be placed in Youth Segregation and information as to why he or she was kept in YS for longer than six hours. The information, if any, is as “known to him or her” or the information is that “communicated by Youth Justice Facility staff to the Claimant;
- c. the Claimant’s identity and date of birth must both be corroborated by the documentation provided with the Claim Form and show that the Claimant was 17 years old or younger at the time of the alleged YS placement.

[40] In the Third Stage if the Claims Administrator is not satisfied that the Claim is an Eligible Claim, the Claims Administrator shall dismiss the Claim. The dismissal of the Claim at this Stage shall be final and binding and not subject to any reconsideration or appeal, or to review by any Court or tribunal.

[41] Pausing here in the interpretation analysis, it is significant that the Youth Records play no role in determining whether a Claimant has an eligible claim. It is also significant to note that to have an eligible claim, the Claimant in his or her Claim Form must only “purport” to provide information about the circumstances of his or her placement in administration segregation. Contrary to the submissions of Ontario, the use of the word “purporting” in paragraph 5 of the Compensation Plan suggests that the Claim Form is not a very restrictive document and rather envisions that there is a low threshold to qualify and a low standard of information to be provided at the initial Stages of the Claims Procedure.

[42] In the Fourth Stage of the Claims Procedure, the Claims Administrator reviews the eligible claims to determine whether the Claimant alleges that his or her placement was a Category 1, Category 2, Category 3, or Category 4 Claim. If it is not clear which category the Claimant is alleging, the Claim and the Youth Records shall be reviewed by the Claims Adjudicator to determine the correct category of Claim.

[43] Pausing again, it is important to note that it is at the Fourth Stage of the Claims Procedure that the Youth Records are made available to the Claims Administrator for the purpose of determining the “correct category of the Claim.” Once again, contrary to the submissions of Ontario, this use of the Youth Records at this Stage suggests that the Claim Form is not the governing document in the Claims Procedure and that the Adjudicator should not ignore the information in the Youth Records even if it not connected to the Claim Form.

[44] In the Fifth Stage of the Claims Procedure, the Claims Administrator retains the Category 1 Claims for consideration and sends the Category 2, 3, and 4 Claims to the Claims Adjudicator.

[45] In the Sixth Stage of the Claims Procedure, the Claims Administrator processes the Category 1 Claims by sending a copy of the Claim Form to Class Counsel and to Ontario’s Counsel with a request that the Youth Records “that may be relevant to the Eligible Claim” be requisitioned. If no Youth Records are located for the Claimant, or if the Youth Records do not document that the Claimant was at the Youth Justice Facility specified in the Claim within the timeframe specified in the Claim, the Claims Administrator shall dismiss the Claim.

[46] Pausing again in the interpretation analysis, it is at this Sixth Stage of the Claims Procedure that Ontario’s argument about the Youth Records has some traction because it appears that if there are no Youth Records that may be relevant to the Eligible Claim and that corroborate the Claim Form, then the claim is dismissed, and this outcome does at first blush suggest that the Claim Form is the predominate and the dominate document. However, this suggestion does not withstand further analysis and does not address the problem for which the parties are seeking direction.

[47] It is quite understandable that if there is nothing in the Youth Records to corroborate the Category 1 Claim as it is expressed in the Claim Form – or any other claim – then the Claimant’s claim should be dismissed. It is, however, quite a different thing for there to be Youth Records that may not corroborate the claim as expressed in the Claim Form but that reveal that the Claimant has a different Category 1 Claim or an unexpressed Category 2, 3, or 4 Claim. I disagree with Ontario’s argument that for that circumstance, the Claims Administrator should ignore what is in plain sight. Rather, I would interpret the Claims Procedure to require the Claims Administrator to appropriately deal with what the Youth Records reveal.

[48] Staying with the Claims Administrator and the completion of the Category 1 Claims, the Seventh Stage of the Claims Procedure involves the Administrator subdividing the Category Claims into two subcategories; namely: (a) “SI Log Claims;” i.e., claims where the Youth Records document that the Claimant was at the Youth Justice Facility specified in the Claim Form at the time specified in the Claim Form, and an SI Log exists for that Youth Justice Facility at that time; and (b) “no SI Log Claims” i.e., claims where the Youth Records document that the Claimant was at the Youth Justice Facility specified in the Claim Form at the time specified in the Claim, but no SI Log can be located for that Youth Justice Facility at that time.

[49] Staying with the Claims Administrator and the completion of the Category 1 Claims, the Eighth Stage of the Claims Procedure involves the Administrator administering the “SI Log Claims.” For these Claims, the Claims Administrator reviews the relevant SI Log to determine whether it documents that the Claimant was placed in YS for between six and up to 72 hours as set out in the Claim Form and Consent.

- a. If the relevant SI Log documents that the Claimant was placed in YS as set out in the Claim Form and Consent, then the Administrator determines whether the

Claimant qualifies for a Category 1 claim in accordance with the criteria set out in paragraphs 14 to 17 of the Compensation Plan, which for present purposes I need not describe save to say that they involve reviewing the Claimant's description of his or her placement in Youth Segregation as set out in the Claims Form.

- b. If the relevant SI Log does not document that the Claimant was placed in YS for between six and up to 72 hours as set out in the Claim, but other documentation in the Youth Records indicate that the Claimant was placed in YS between six and up to 72 hours, the Claims Administrator shall go on to consider the Claimant's explanation in the Claim Form and Consent, as to why he or she was placed in YS and why he or she was kept in YS for more than six hours. In other words, the Administrator determines whether the Claimant qualifies for a Category 1 claim in accordance with the criteria set out in paragraphs 14 to 17 of the Compensation Plan.
- c. If neither the SI Log nor other documentation in the Youth Records document any placement in YS for between six and up to 72 hours, then the Claims Administrator shall dismiss the Eligible Claim.
- d. If the SI Log or other documentation in the Youth Records document a placement in YS for more than 72 hours, the Claims Administrator shall treat the Claim as an Eligible Claim in Category 2, 3, or 4, based on the length of placement in YS, and follow the procedure for those types of claims, which procedure is described below.

[50] Pausing here in the interpretation analysis, the Eighth Stage of the Claims Procedure very much undermines Ontario's argument. At this stage, if the relevant SI Log does not document that the Claimant was placed in YS for between six and up to 72 hours as set out in the Claim, but other documentation in the Youth Records indicate that the Claimant was placed in YS between six and up to 72 hours, then the Claims Procedure actually directs the Administrator to use that information from the Youth Records not ignore it and be constrained by the information in the Claims Form.

[51] Moreover, if the SI Log or other documentation in the Youth Records document a placement in YS for more than 72 hours, the Claims Administrator shall treat the Claim as an Eligible Claim in Category 2, 3, or 4, based on the length of placement in YS, and follow the procedure for those types of claims. Once again, there is a demonstration that by reading the entirety of the Compensation Plan, a claimant's claim can go outside the Claims Form and be augmented by information in the Youth Records.

[52] Still staying with the Claims Administrator and the completion of the Category 1 Claims, the Ninth Stage of the Claims Procedure involves the Administrator administering the "no SI Log Claims" i.e., claims where the Youth Records document that the Claimant was at the Youth Justice Facility specified in the Claim Form at the time specified in the Claim, but no SI Log can be located for that Youth Justice Facility at that time.

[53] For these claims, the Claims Administrator shall go on to consider the Claimant's explanation in the Claim Form and Consent, as to why he or she was placed in YS and why he or she was kept in YS for more than six hours. In other words, the Administrator determines whether the Claimant qualifies for a Category 1 claim in accordance with the criteria set out in paragraphs 14 to 17 of the Compensation Plan.

[54] Moving on from the Category 1 Claims to the Category 2, 3, and 4 claims, which are to be administered by the Claims Administrator but determined by the Claims Adjudicator, brings the analysis to the Tenth Stage, which is a purely administrative stage that speaks for itself. In the Tenth Stage, upon determining that an Eligible Claim is a Category 2, 3, or 4 Claim, the Claims Administrator shall send the Claim Form and Consent to Class Counsel, Ontario's Counsel, and the Claims Adjudicator, along with a request that Ontario provide to the Claims Administrator a copy of the Claimant's Youth Records that may be relevant to the Eligible Claim, including the relevant SI Log.

[55] In the Eleventh Stage, if the Administrator is advised that there are no Youth Records for the Claimant, the Claim is given 30 days to submit other proof with respect to the time in a Youth Justice Facility including sentencing or other documentation, which would suggest that the Claimant's Youth Records were lost or destroyed. If no proof is provided, then the Administrator shall dismiss the claim. If proof is provided but the Administrator determines that the Claimant was not held in a Youth Justice Facility during the class period, the claim is dismissed. If the Claims Administrator is satisfied that the Youth Records were lost or destroyed, then the Claims Adjudicator (not the Claims Administrator) shall follow the Inadequate Records Procedure, described below.

[56] If in the Eleventh Stage, the Administrator does receive Youth Records for the Category 2, 3, or 4 Claimant, then the Administrator will send the Youth Records to the Claims Adjudicator, who, in the Twelfth Stage will review the Claimant's Youth Records to determine whether the Records are Inadequate Records. If the Claims Adjudicator determines that the Youth Records are Inadequate Records, then the claim shall proceed in accordance with the Inadequate Records Procedure, which is described below.

[57] If in the Twelfth Stage, the Adjudicator does not conclude that the Youth Records are Inadequate Records, then the Adjudicator moves the claim onto the Thirteenth Stage.

[58] In the Thirteenth Stage, the Adjudicator reviews the Claimant's Youth Records and notes the reasons given in the records for the Youth Segregation and the duration of the placement. If the Adjudicator is satisfied that the Claimant's Youth Records document that the Claimant was placed in YS for conduct that should not have given rise to an apprehension, that the Claimant was likely, in the immediate future, to cause serious property damage or to cause another person serious bodily harm, then the Claims Adjudicator shall approve the Eligible Claim, which shall then become an Approved Claim. In the Thirteenth Stage, if the Adjudicator is not so satisfied, the claim moves to the Fourteenth Stage.

[59] In the Fourteenth Stage, the Claims Adjudicator considers whether the Claimant's Youth Records document that the Claimant was Overheld. If the Claims Adjudicator is satisfied that the Claimant's Youth Records document that the Claimant was Overheld, then, the Claims Adjudicator shall approve the Claim and it shall be an Approved Claim. Otherwise, the Claims Adjudicator shall dismiss the Claim.

[60] Pausing here, the Thirteenth Stage and Fourteenth Stage, at first blush tend to support Ontario's argument that the Youth Records need to conform with the Claimant's Claim Form. However, once again, closer analysis reveals that there is nothing in these two stages that bars the Claims Adjudicator from acting on information that is not connected to the Claims Form but that does demonstrate that the Claimant may qualify for a Category 2, 3, or 4 claim.

[61] The Fifteenth Stage of the Claims Procedure is the Inadequate Record Procedure. It is described in paragraph 24 of the Compensation Plan as follows:

*Procedure – Inadequate Records*

24. If the Claims Adjudicator concludes that the Claimant's Youth Records are Inadequate Records, the Claims Adjudicator shall follow the following procedure:

- (a) If the Claims Adjudicator is satisfied that the conduct described in the Claim Form and Consent, if true, does not indicate that the Claimant was likely, in the immediate future at the time of their placement into YS, to cause serious property damage or to cause another person serious bodily harm it will be an Approved Claim;
- (b) If the Claims Adjudicator is not so satisfied but is satisfied that the Claimant alleges that he or she was Overheld, the Claims Adjudicator shall approve the Eligible Claim, and it will be an Approved Claim;
- (c) In applying the criteria set out in the two preceding subparagraphs, the Claims Adjudicator shall assume that the allegations made on the Claim Form and Consent are true and will not engage in any assessment of the veracity of same;
- (d) If the Claims Adjudicator is of the view that (i) the conduct described by the Claimant, if true, indicates that the Claimant was likely, in the immediate future at the time of their placement into YS, to cause serious property damage or to cause another person serious bodily harm, and (ii) that the Claimant has not alleged that he or she was Overheld, the Claims Adjudicator shall dismiss the Eligible Claim;
- (e) If the Claims Adjudicator approves an Eligible Claim pursuant to this paragraph, the Claims Adjudicator shall categorize the Claim as a Category 2, 3, or 4 Approved Claim based solely on the alleged length of YS placement as set out in the Claim Form and Consent;
- (f) All approvals or dismissals of Eligible Claims pursuant to this paragraph, and categorizations of Approved Claims as Approved Category 2, 3, or 4 Claims, are Final.

[62] As is apparent, the Inadequate Records Procedure gives dominance and predominance to the Claim Form. Once again, however, there is nothing here that suggests that the Claims Form sets the outer parameters of the claim. What the Inadequate Records Procedure does suggest is that reading the Compensation Plan in its entirety, the parties' intention was not to allow factually meritorious claims to go uncompensated. Contrary to Ontario's submissions, the Claims Form is an open gate to compensation not a closed gateway that would remain shut unless there is corroborating information in the Youth Records.

[63] There is nothing in the Claims Procedure that expressly states that the Administrator or Adjudicator can ignore information that would support a compensation for an eligible claim that is different than the Claim Form. Conversely, the above analysis suggests that the intent of the parties was not to ignore information in the Youth Records that did more than corroborate the Claims Form.

[64] I have one final observation before concluding. This observation will bring the discussion and the analysis to the Administrator's question and the hypothetical that necessitated this motion for directions.

[65] In the hypothetical, the hypothetical Claimant submits an eligible claim and states that there

are other incidents that he does not remember without looking at the Youth Records. The Administrator confirms that are five more incidents and then asks whether the Claimant's file; i.e., the hypothetical Claimant's claim should be adjusted to consider all five incidents.

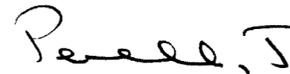
[66] The analysis above reveals that the answer is that yes, of course, adjust the Claim Form, which by the way, gave the Administrator the heads up that what is found in the Youth Records has already been incorporated by reference into the Claim Form. The hypothetical Claimant was very astute and honest in the Claim Form and should be compensated if the Youth Records confirm that he qualifies for compensation, which is not guaranteed simply because there are five incidents in the Youth Records.

#### **D. Conclusion**

[67] For the reasons above, there shall be a direction as requested by the Representative Plaintiff.

[68] At the hearing, there was a discussion about costs. Ontario's position was that there should be no order as to costs. The Plaintiff requested costs of \$7,500 if successful and obviously, the Plaintiffs did not oppose a no-costs order if unsuccessful. Ontario's position was that if costs were to be awarded to the Plaintiff, \$7,500 was somewhat excessive.

[69] The case was very well argued by both sides, and I would award the Plaintiff costs as requested.



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Perell, J.

**Released:** February 9, 2023

### Schedule "A" – Compensation Plan

#### *Definitions*

1. All defined terms in the Settlement Agreement are applicable to the Compensation Plan. In addition, the following definitions apply:

- (a) "Category 1 Claim" means an Eligible Claim in which the Claimant alleges that he or she was placed in YS for between 6 and up to 72 consecutive hours;
- (b) "Category 2 Claim" means an Eligible Claim in which the Claimant alleges that he or she was placed in YS for between 72 hours and 5 consecutive days;
- (c) "Category 3 Claim" means an Eligible Claim in which the Claimant alleges that he or she was placed in YS for between 6 and 14 consecutive days;
- (d) "Category 4 Claim" means an Eligible Claim in which the Claimant alleges that he or she was placed in YS for 15 or more consecutive days;
- (e) "Claims Adjudicator" means Hon. S. Casey Hill (ret.), to be paid for all work that the Claims Adjudicator is to perform in respect of this Compensation Plan;
- (f) "Eligible Claim" has the meaning prescribed at paragraph 5 of this Compensation Plan;

[...]

(i) "Inadequate Record" means a record that is substantially incomplete or unreliable on a point material to an Eligible Claim. For greater certainty, the adequacy of the record is to be determined on the basis of the record itself, and without reference to any inconsistency that may arise between the record and the Claim Form and Consent. A determination of whether a record is an Inadequate Record is not to be based on the credibility of the Claimant.

(j) "Overheld" may arise in one of two ways, and means a Claimant who was either held in YS for a period of time after:

(i) the Claimant ceased to be likely, in the immediate future, to cause serious property damage or to cause another person serious bodily harm. For greater certainty, this may be inferred where the Youth Records lack particulars of a reason that would justify the Claimant's continued placement in YS on this basis;  
or

(ii) there was a practicable less restrictive method of restraining the Claimant and that practicable less restrictive method is reflected in the Youth Records.

Further, and for greater certainty, a Claimant who was held in YS for such period of time because the Claimant fell asleep and was not removed from YS until after the Claimant awoke as demonstrated by the Youth Records, was not Overheld;

[...]

(m) "Youth Record(s)" means any record pertaining to a Claimant, kept pursuant to the *Youth Criminal Justice Act*, S.C. 2002, c. 1;

(n) "YS" means Youth Segregation, as defined in the Certification Order, as amended.

*Claims Procedure*

2. HMQ 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 and/or Claims Adjudicator, as set out below.

3. Any Claimant who wishes to claim compensation shall deliver to or otherwise provide to the Claims Administrator a Claim Form and Consent, together with proof of his or her identity and date of birth in the form of a copy of a birth certificate, driver's license, passport, or other official Government-issued identification ("Identity Document"), within nine (9) months of the publishing of Notice of Approval of Settlement. If the Claims Administrator does not receive a Claim Form and Consent and Identity Document from a Claimant by that deadline, then the Claimant shall not be eligible to submit a Claim. The Claims Administrator shall review each Claim Form and Consent for completeness and shall advise a Claimant, no later than five (5) business days after receipt of the Claim Form and Consent, if the Claim Form and Consent is incomplete. The Claimant shall complete the Claim Form and Consent within the later of (i) thirty days (30) days from the date that the Claims Administrator advises them that their Claim Form and Consent is incomplete or (ii) the deadline to submit a Claim Form and Consent and supporting documentation set out in the first sentence of this paragraph, failing which the Claim will be dismissed.

4. A Claimant may not submit more than one Claim per YS placement. If more than one Claim Form and Consent is submitted in respect of the same YS placement, the Claims Administrator or the Claims Adjudicator will treat all such Claim Form and Consents as one Claim. If a Claim Form and Consent makes reference to more than one YS placement, then the Claims Administrator or the Claims Adjudicator shall treat the Claim Form and Consent as containing multiple Claims without the need for the Claimant to submit separate Claims Form and Consents for each placement.

5. The Claims Administrator shall review each Claim Form and Consent and verify that the Claim satisfies all the conditions set out in this paragraph, and therefore that it is an Eligible Claim, as follows:

(a) The Claims Administrator shall verify:

(i) that the Claimant has alleged that he or she was placed in YS, during the class period as defined in the Certification Order, for at least 6 consecutive hours at one of the Youth Justice Facilities;

(ii) that the Claimant has purported to provide information, if any is known to the Claimant or to the extent that information was communicated by Youth Justice Facility staff to the Claimant, as to his or her alleged conduct that caused him or her to be placed in YS and as to why he or she was kept in YS for longer than 6 hours;

(iii) that the Claimant's identity and date of birth are both corroborated by the supplied Identity Document; (iv) that, based on the date of birth so provided, the Claimant was 17 years old or younger at the time of the alleged YS placement; and (v) that the Claim is not an Excluded Claim; and

(b) Further, for a Claim brought on behalf of a Claimant's estate, the Claims Administrator shall verify that the individual filing the Claim has the requisite authority to do so.

6. If the Claims Administrator is not satisfied that the Claim is an Eligible Claim, the Claims Administrator shall dismiss the Claim. The dismissal of the Claim at this stage shall be final and binding and not subject to any reconsideration or appeal, or to review by any Court or tribunal.

7. If the Claims Administrator is satisfied that the Claim is an Eligible Claim, the Claims Administrator shall review the Claim to determine whether the Claimant alleges that the YS placement was a Category 1, Category 2, Category 3, or Category 4 Claim. If it is not clear which category the Claimant is alleging, the Claim and the Youth Records shall be reviewed by the Claims Adjudicator to determine the correct category of Claim.

8. The Claims Administrator shall go on to consider all Category 1 Claims pursuant to the procedure prescribed at paragraphs 9-19, below. The Claims Administrator shall send all Category 2, 3, and 4 Claims to the Claims Adjudicator to be considered by the Claims Adjudicator pursuant to the procedure prescribed at paragraphs 20-30, below.

*Claims Procedure – Category 1 Claims*

9. Upon determining that an Eligible Claim is a Category 1 Claim, the Claims Administrator shall send the Claim Form and Consent to Class Counsel and to HMQ, along with a request that HMQ provide to the Claims Administrator a copy of the Claimant’s Youth Records that may be relevant to the Eligible Claim, including the relevant Secure Isolation or Secure De-escalation log (“SI Log”).

10. If no Youth Records are located for the Claimant, or if the Youth Records do not document that the Claimant was at the Youth Justice Facility specified in the Claim within the timeframe specified in the Claim, the Claims Administrator shall dismiss the Claim.

*The dismissal of the Eligible Claim at this stage is Final.*

11. If the Claims Administrator is satisfied that the Youth Records document that the Claimant was at the Youth Justice Facility specified in the Claim at the time specified in the Claim, but no SI Log can be located for that Youth Justice Facility at that time, the Claims Administrator shall follow the procedure at paragraph 13 below without regard to paragraph 12, below. If the Claims Administrator is satisfied that the Youth Records document that the Claimant was at the Youth Justice Facility specified in the Claim at the time specified in the Claim, and an SI Log exists for that Youth Justice Facility at that time, the Claims Administrator shall follow the procedure specified at paragraph 12, below.

12. If the Claims Administrator is satisfied that the Youth Records document that the Claimant was at the Youth Justice Facility specified in the Claim at the time specified in the Claim, and an SI Log exists for that Youth Justice Facility at that time, the Claims Administrator shall review the relevant SI Log to determine whether it documents that the Claimant was placed in YS for between 6 and up to 72 hours as set out in the Claim Form and Consent. If the relevant SI Log does not document that the Claimant was placed in YS for between 6 and up to 72 hours as set out in the Claim, but other documentation in the Youth Records indicate that the Claimant was placed in YS between 6 and up to 72 hours, the Claims Administrator shall follow the procedure specified at paragraph 13, below. If neither the SI Log nor other documentation in the Youth Records document any placement in YS for between 6 and up to 72 hours, then the Claims Administrator shall dismiss the Eligible Claim. However, if the SI Log or other documentation in the Youth Records document a placement in YS for more than 72 hours, the Claims Administrator shall treat the Claim as an Eligible Claim in Category 2, 3, or 4, based on the length of placement in YS, and follow the procedure set out in paragraph 20 below. The dismissal of the Eligible Claim at this stage is Final. If the relevant SI Log documents that the Claimant was placed in YS for between 6 and up to 72 hours as set out in the Claim, the Claims Administrator shall go on to follow the procedure set out at paragraph 13 below.

13. If the Eligible Claim is not dismissed pursuant to paragraph 12, above, the Claims Administrator shall go on to consider the Claimant’s explanation, in the Claim Form and Consent, as to why he or she was placed in YS and why he or she was kept in YS for more than 6 hours.

14. If the Claims Administrator is satisfied that the conduct described in the Claim Form and Consent, if true, does not indicate that the Claimant was likely, in the immediate future at the time

of their placement into YS, to cause serious property damage or to cause another person serious bodily harm, it will be an Approved Category 1 Claim.

15. If the Claims Administrator is not so satisfied but is satisfied that the Claimant alleges that he or she was Overheld, the Claims Administrator shall approve the Claim, and it will be an Approved Category 1 Claim.

16. In applying the criteria set out in the two preceding paragraphs, the Claims Administrator shall assume that the allegations made on the Claim Form and Consent are true and will not engage in any assessment of the veracity of same.

17. If the Claims Administrator is of the view that (i) the conduct described by the Claimant, if true, indicates that the Claimant was likely, in the immediate future at the time of their placement into YS, to cause serious property damage or to cause another person serious bodily harm, and (ii) that the Claimant has not alleged that he or she was Overheld, the Claims Administrator shall dismiss the Claim.

18. All of the Claims Administrator's decisions to approve Claims pursuant to paragraphs 14 or 15 above, or to dismiss Claims pursuant to paragraph 17 above, are Final.

19. A Claimant shall be eligible for a payment of \$1,000 out of the Settlement Fund for each of that Claimant's Approved Category 1 Claims.

*Claims Procedure – Category 2, 3, and 4 Claims*

20. Upon determining that an Eligible Claim is a Category 2, 3, or 4 Claim, the Claims Administrator shall send the Claim Form and Consent to Class Counsel, HMQ, and the Claims Adjudicator, along with a request that HMQ provide to the Claims Administrator a copy of the Claimant's Youth Records that may be relevant to the Eligible Claim, including the relevant SI Log.

21. Upon receipt of the Claimant's Youth Records from HMQ, the Claims Administrator shall review the Claimant's Youth Records. If no Youth Records are located for the Claimant, the Claims Administrator shall inform the Claimant that no Youth Records exist. In such circumstances, the Claimant shall have thirty (30) days to submit other proof to the Claims Administrator with respect to their time in a Youth Justice Facility, including sentencing or other documentation, which would suggest that the Claimant's Youth Records were lost or destroyed. In such circumstances, if the Claims Administrator is satisfied that the Youth Records were lost or destroyed, the procedure at paragraph 24 shall apply. If no such proof is provided within thirty (30) days, then the Claim shall be dismissed. If the Claims Administrator determines that the Claimant was not held in a Youth Justice Facility during the class period, the Claim shall be dismissed. The dismissal of the Eligible Claim at this stage shall be Final.

22. If Youth Records are located for the Claimant, the Claims Administrator shall send the Youth Records and the Claim Form and Consent to the Claims Adjudicator. The Claims Adjudicator shall review same with a view to determining whether the Youth Records are Inadequate Records.

23. If the Claims Adjudicator concludes that the Claimant's Youth Records are Inadequate Records, the Claims Adjudicator shall follow the procedure set out at paragraph 24, below. If the Claims Adjudicator does not conclude that the Claimant's Youth Records are Inadequate Records, the Claims Adjudicator shall follow the procedure prescribed at paragraphs 25-30, below.

*Procedure – Inadequate Records*

24. If the Claims Adjudicator concludes that the Claimant's Youth Records are Inadequate Records, the Claims Adjudicator shall follow the following procedure:

- (a) If the Claims Adjudicator is satisfied that the conduct described in the Claim Form and Consent, if true, does not indicate that the Claimant was likely, in the immediate future at the time of their placement into YS, to cause serious property damage or to cause another person serious bodily harm it will be an Approved Claim.
- (b) If the Claims Adjudicator is not so satisfied but is satisfied that the Claimant alleges that he or she was Overheld, the Claims Adjudicator shall approve the Eligible Claim, and it will be an Approved Claim.
- (c) In applying the criteria set out in the two preceding subparagraphs, the Claims Adjudicator shall assume that the allegations made on the Claim Form and Consent are true and will not engage in any assessment of the veracity of same;
- (d) If the Claims Adjudicator is of the view that (i) the conduct described by the Claimant, if true, indicates that the Claimant was likely, in the immediate future at the time of their placement into YS, to cause serious property damage or to cause another person serious bodily harm, and (ii) that the Claimant has not alleged that he or she was Overheld, the Claims Adjudicator shall dismiss the Eligible Claim;
- (e) If the Claims Adjudicator approves an Eligible Claim pursuant to this paragraph, the Claims Adjudicator shall categorize the Claim as a Category 2, 3, or 4 Approved Claim based solely on the alleged length of YS placement as set out in the Claim Form and Consent;
- (f) All approvals or dismissals of Eligible Claims pursuant to this paragraph, and categorizations of Approved Claims as Approved Category 2, 3, or 4 Claims, are Final.

*Procedure – records not Inadequate Records*

- 25. If the Claims Adjudicator does not conclude that the Claimant’s Youth Records are Inadequate Records, the Claims Adjudicator shall review the Claimant’s Youth Records and note the reasons given therein for the YS placement and for the duration of same.
- 26. If the Claims Adjudicator is satisfied that the Claimant’s Youth Records document that the Claimant was placed in YS for conduct that should not have given rise to an apprehension that that the Claimant was likely, in the immediate future, to cause serious property damage or to cause another person serious bodily harm, then the Claims Adjudicator shall approve the Eligible Claim, which shall then become an Approved Claim. If the Claims Adjudicator is not so satisfied, the Claims Adjudicator shall follow the procedure prescribed at paragraph 27 below.
- 27. If the Claims Adjudicator does not approve the Eligible Claim pursuant to paragraph 26, above, the Claims Adjudicator shall go on to consider whether the Claimant’s Youth Records document that the Claimant was Overheld. If the Claims Adjudicator is satisfied that the Claimant’s Youth Records document that the Claimant was Overheld, then, the Claims Adjudicator shall approve the Claim and it shall be an Approved Claim. Otherwise, the Claims Adjudicator shall dismiss the Claim.
- 28. If the Youth Records confirm a placement of fifteen (15) days or longer in YS, the Claims Adjudicator shall presume that the Claim is an Approved Category 4 Claim, unless this presumption is rebutted by (i) reliable evidence in the Youth Records that the Claimant was regularly released from YS for four (4) hours or more per day, during which time they had access to meaningful human contact; or (ii) reliable evidence in the Youth Records that a psychiatric professional recommended a continued placement in YS for fifteen (15) days or longer.

29. If the Claims Adjudicator approves an Eligible Claim pursuant to paragraphs 26, 27 or 28, the Claims Adjudicator shall categorize the claim as an Approved Category 2, 3, or 4 Claim depending on the length, according to the Youth Records, of the Claimant's YS placement.

30. The Claims Adjudicator's decisions to dismiss or approve Eligible Claims pursuant to paragraphs 26, 27 or 28 are Final.

*Procedure – All Claims*

31. All of the Claims Administrator's and Claims Adjudicator's determinations are Final. The Claims Administrator and Claims Adjudicator will not give reasons in respect of any decision each of them may make.

32. The Claims Adjudicator shall notify Class Counsel, HMQ's Counsel, and the Claims Administrator in writing of the disposition of each Eligible Claim.

33. The Claims Administrator shall advise each Claimant of the disposition of each of the Claimant's Claims and that the disposition is Final.

34. A Claimant shall be eligible for a payment of \$1,000 out of the Settlement Fund for each of that Claimant's Approved Category 1 Claims, for a payment of \$5,000 out of the Settlement Fund for each of that Claimant's Approved Category 2 Claims, for a payment of \$12,000 out of the Settlement Fund for each of that Claimant's Approved Category 3 Claims, and for a payment of \$35,000 out of the Settlement Fund for each of that

*Claimant's Approved Category 4 Claims.*

36. If there are insufficient funds in the Settlement Fund to pay all Approved Claims in full, the amounts payable for Approved Category 1, 2, 3, and 4 Claims shall be adjusted downward such that each Approved Claim receives a proportionate share of the Settlement

*Fund.*

38. If there are funds remaining in the Settlement Fund after all Approved Claims are paid in full, each Claimant with an Approved Category 4 Claim will receive a pro rata top up, to a maximum of \$5,000, from funds remaining in the Settlement Fund.

39. The Claims Administrator shall advise HMQ and Class Counsel of the amounts to be awarded to each Claimant and the global compensation amount required to satisfy those payments. HMQ shall provide one payment of the global compensation amount to the Claims Administrator and the Claims Administrator shall provide the individual compensation payments to the Claimants in the manner indicated in the Claim Form and Consents, within 30 days, and shall provide a copy to Class Counsel.

40. Any amounts awarded to each Claimant that are distributed but go unclaimed within twelve (12) months shall revert to HMQ, to the extent possible.

41. The Parties shall reach an agreement on the most efficient and cooperative manner to obtain the Youth Records, including any necessary court appearances, motions, applications or other processes.

**CITATION:** C.S. v. Ontario, 2023 ONSC 984  
**COURT FILE NO.:** CV-16-00543895-00CP  
**DATE:** 20230209

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**C.S.**

Plaintiff

– and –

**HIS MAJESTY THE KING IN RIGHT OF  
ONTARIO**

Defendant

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**REASONS FOR DECISION**

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PERELL J.

**Released:** February 9, 2023