

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

**TONI GRANN, ROBERT MITCHELL, DALE GYSELINCK**  
**and LORRAINE EVANS**

Plaintiffs

**- and -**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

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**SETTLEMENT AGREEMENT**

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**WHEREAS** the Plaintiffs brought this action under the *Class Proceedings Act, 1992* for alleged breaches of fiduciary, statutory and common law duties and other relief arising from an alleged failure by Ontario to give proper consideration and to take reasonable steps to protect and pursue Crown Wards' rights to recover compensation for damages sustained as a result of criminal or tortious acts to which Crown Wards were victims, as more particularly pleaded in their statement of claim issued January 22, 2014;

**AND WHEREAS** counsel for the parties to this Settlement Agreement have conducted a thorough analysis of the claims, and have also considered the extensive burdens and expense of litigation, including the risks of proceeding to trial;

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

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

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

1. All funds referred to herein are intended to refer to Canadian dollars.

**A. Definitions**

2. For the purposes of this Settlement Agreement, the following definitions apply:

- (a) **“Action”** means the class proceeding first commenced by Holly Papassay and ultimately amended to include Toni Grann, Robert Mitchell, Dale Gyselinck and Lorraine Evans as representative plaintiffs in the Superior Court of Justice against Ontario bearing Court File No. CV-14-0018;
- (b) **“Administration Costs”** means all costs of the Administrator in administering the Settlement and the Claims Process, including without limitation, the Administrator's costs associated with payment of compensation awarded through the Claims Process, and the costs of implementing the Notice Plan;
- (c) **“Approval Order”** means the order approving this Settlement Agreement and providing for a dismissal of the action, attached hereto as **Schedule "A"**;
- (d) **“Assault”** means a physical or sexual assault constituting a crime or crimes of violence which occurred before or while a Class Member was a Crown Ward;
- (e) **“CICB”** means the Criminal Injuries Compensation Board constituted under the *Compensation for Victims of Crime Act*, RSO 1990, c. C.24;

- (f) “**Claim**” means a claim made by a Settlement Claimant by filing a Claim Form with the Claims Administrator in accordance with the Claims Process under this Settlement Agreement;
- (g) “**Claim Form**” means the written claim form from a Settlement Claimant seeking compensation from the Settlement Fund under the Claims Process, which form shall be in the form of a Solemn Declaration (without the need for the document to be sworn or affirmed), attached hereto as **Schedule "B"** or otherwise as directed by the Court;
- (h) “**Claims Administrator**” means the third party person or entity to be designated by the agreement of the parties and approved by the Court to administer the Claims Process;
- (i) “**Class Counsel**” means Koskie Minsky LLP;
- (j) “**Claims Process**” means the process set out in **Schedule “C”** hereto by which a Settlement Claimant may apply for compensation from the Settlement Fund as provided for in this Settlement Agreement, and to have their claim determined by the Claims Administrator;
- (k) “**Class Members**” means all persons who were alive as of January 22, 2012, who were Crown Wards at any time from the period on or after January 1, 1966 until March 30, 2017;
- (l) “**Class Proceedings Levy**” means the levy payable under O. Reg. 771/92 as ordered by the Court;
- (m) “**Counsel Fee**” means the amount ordered by the Court to be paid to Class Counsel in respect of Class Counsel’s legal fees and disbursements, plus HST;
- (n) “**Counsel Fee Approval Date**” means the later of:

- (i) 31 days after the date on which the Ontario Superior Court of Justice issues an Order approving the Counsel Fee; and
  - (ii) the final disposition of any appeals from the order approving the Counsel Fee;
- (o) **“Court”** means the Ontario Superior Court of Justice;
- (p) **“Crown Ward”** means a person who was the subject of a court order making them a ward of the Crown pursuant to subsection 57(1), paragraph 3, or subsection 65.2(1)(c) of the *Child and Family Services Act, R.S.O. 1990, c.C.11* (or under similar provisions in its predecessor legislation) and includes a person who was subsequently deemed to be a person subject to an extended society care order made under paragraph 3 of subsection 101(1) or clause 116(1)(c) of *the Child, Youth and Family Services Act, 2017, S.O. 2017, c.14, Sched. 1* on or after April 30, 2018;
- (q) **“Final Approval Date”** means the later of:
  - (i) 31 days after the date on which the Ontario Superior Court of Justice issues the Approval Order; and
  - (ii) the final disposition of any appeals from the Approval Order;
- (r) **“Honoraria”** means a payment of \$12,500 to each of Toni Grann, Dale Gyselinck, Lorraine Evans, and Robert Mitchell and \$7,500 to Holly Papassay;
- (s) **“Notice of Approval of Settlement”** means the Court approved notice to Class Members advising that the Court has approved the Settlement and ancillary relief and advising of the Claims Process, to be disseminated in accordance with the Notice Plan;
- (t) **“Notice of Settlement Approval Hearing”** means the Court approved notice to Class Members advising that the proposed Settlement and ancillary relief will be

considered for approval by the Court to be disseminated in accordance with the Notice Plan;

- (u) **“Notice Plan”** means the plan attached hereto as **Schedule "D"** or as otherwise directed by the Court to disseminate the Notice of Settlement Approval Hearing and Notice of Approval of Settlement to Class Members;
- (v) **“Ontario”** means Her Majesty the Queen in right of Ontario;
- (w) **“Releasees”** means Ontario and each of its employees, servants, agents, Ministers, members of the Executive Council under the *Executive Council Act*, insurers, representatives and assigns;
- (x) **“Settlement”** means this Settlement Agreement reached between the parties to resolve all issues in the Action as between them, as approved by the Court;
- (y) **“Settlement Agreement”** means this agreement, as executed by the parties or their representatives, including the attached schedules;
- (z) **“Settlement Claimant”** means a Class Member who as of 5 p.m. on the day prior to the Final Approval Date is no longer a Crown Ward;
- (aa) **“Settlement Fund”** means the fund of \$10 million (Cdn) that Ontario has agreed to pay in full satisfaction and settlement of the Action, inclusive of payment of Claims, the Honoraria, the Class Proceedings Levy, the Counsel Fee, the Administration Costs and all applicable taxes.

## **B. Payments by Ontario**

3. Ontario shall, within 14 days of the Final Approval Date and subject to any further directions of the Court, segregate and hold the Settlement Fund, less any Administration Costs which had been incurred to that date, apart with interest accrued at the rate of 2% per annum, commencing on the Final Approval Date, forming part of the Settlement Fund, until such time as the payments required under this Agreement have been made.

4. The following payments shall be made from the Settlement Fund:
  - (a) first, to payment of the Counsel Fee as directed by the Court;
  - (b) second, to pay the Honoraria as directed by the Court;
  - (c) third, to pay Administration Costs in due course following receipt of invoices for Administration Costs to implement the Settlement, including in respect of the Claims Process and Notice Plan;
  - (d) fourth, to payment of the Class Proceedings Levy as determined by the Court, followed by the payment of Claims of Class Members which have been approved under the Claims Process as provided for herein;<sup>1</sup> and
  - (e) any amounts remaining in the Settlement Fund after the above payments are made will be returned to Ontario.
  
5. The Plaintiffs will bring a motion for approval of the Settlement, the Counsel Fee and the Class Proceedings Levy. The parties agree that approval of the Settlement, Counsel Fee and Class Proceedings Levy may each be determined separately by the Court. The Defendant agrees that \$2,000,000 plus HST and disbursements are to be paid for the Counsel Fee, subject to Court approval. Ontario will take no position on the motion brought by the Plaintiffs to approve this fee. The parties and counsel to the Class Proceedings Fund shall be permitted to make submissions regarding the proper calculation and the mechanism for payment of the Class Proceedings Levy, in accordance with this agreement. Ontario reserves its right to make submissions on all matters with the sole exception of the quantum of Counsel Fee.
  
6. Ontario shall pay to Class Counsel the Counsel Fee from the Settlement Fund as ordered by the Court, either within 14 (fourteen) days of the Final Approval Date or within 14 (fourteen) days of Counsel Fee Approval Date, whichever is later. Ontario shall pay the Honoraria to Class Counsel in trust at the same time as payment of the Counsel Fee.

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<sup>1</sup> The amount payable to the Class Proceedings Fund will be calculated on the net amount remaining in the Settlement Fund after the payment of the Counsel Fee, Honoraria and Administration Costs incurred to date and an estimate of Administration Costs to completion, and prior to the determination and payment of the Claims of Class Members.

Ontario shall pay the Administration Costs from the Settlement Fund (save for the Administration Costs incurred prior to the Final Approval Date, which will be paid by Ontario and will be a deduction from the Settlement Fund) as they become due to implement the Settlement. The Administrator shall be instructed to ensure that Administration Costs do not exceed the amounts available in the Settlement Fund. Ontario shall not be responsible for the payment of any Administration Costs unless there are sufficient funds remaining in the Settlement Fund to pay such Administration Costs.

7. Subject to paragraphs 8, 9, 10 and 11 below, each Settlement Claimant who has been determined under the Claims Process to have been a victim of an Assault shall be entitled to one payment of \$3,000 (the "Settlement Payment") and may proceed with their claims as set out in paragraphs 17 and 18 of this Settlement Agreement.
8. For greater clarity, a Settlement Claimant shall be entitled to make a maximum of one claim for compensation in the maximum amount of \$3,000 (or any *pro rata* payment that may be available from the Settlement Fund as provided for in paragraph 9 below) in respect of one or more incidents of an Assault.
9. If after payment of the Counsel Fee, the Honoraria, the Administration Costs and the Class Proceedings Levy, the Settlement Fund will have insufficient funds remaining to make the payments to the Settlement Claimants who are determined under the Claims Process to be entitled to a payment of \$3,000 in accordance with paragraph 7 above, payments to such Class Members shall be reduced on a *pro rata* basis. If there is any money remaining in the Settlement Fund after payment of the Class Counsel Fee, the Honoraria, the Administration Costs, the Class Proceedings Levy and the allocation of compensation in accordance with paragraph 7 above, the payments to such Class Members whose claims are accepted by the Administrator will be increased on a *pro rata* basis by up to an amount equal to 20% of the Settlement Payment (up to \$600).
10. If practicable, Ontario shall provide one cheque to the Claims Administrator from the Settlement Fund for the global compensation of all Settlement Claimants as calculated and determined in accordance with the Claims Process and one cheque for the Class Proceedings Levy when that amount is determined and calculated. The Administrator

shall calculate and direct payment for the amounts owing to Settlement Claimants on the basis of the net settlement fund amount after Ontario has completed or reserved payment for all Administration Costs as directed by the Administrator.

11. A Class Member may not receive any payment from the Settlement Fund in respect of an Assault for which the Class Member has already obtained compensation through an application to the CICB or civil proceeding.
12. Any amounts remaining in the Settlement Fund after all of the payments in paragraph 4 have been made will be returned to Ontario.

**C. Releases**

13. On the Final Approval Date each Settlement Claimant, whether or not he or she submits a Claim or otherwise receives compensation under the Claims Process, will be deemed by this Settlement Agreement to have completely and unconditionally released, remised and forever discharged the Releasees of and from any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise, and demands for damages, indemnity, contribution, costs, interest, claims for loss or harm or any other claim for relief or remedy 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 for all claims against the Releasees that were raised or pleaded in the Action, including all claims pleaded in the Action or otherwise relating to any alleged failure to give proper consideration or to take reasonable steps to protect or pursue Crown Wards' rights to recover compensation for damages sustained as a result of criminal or tortious acts to which Crown Wards were victims (the "Released Claims"), except for such Settlement Claimant's entitlement, if any, to be paid in respect of a Claim under the Claims Process pursuant to the terms herein. This release shall be deemed to apply to and bind any Settlement Claimants who are minors or who are under a disability.



14. On the Final Approval Date, each Settlement Claimant will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, asserting against the Releasees any of the Released Claims in paragraph 13 above.
  
15. On the Final Approval Date, each Settlement Claimant will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, against any person or entity that could or does result in a claim over against the Releasees or any of them for contribution, indemnity in common law, or equity, or under the provisions of the *Negligence Act* and the amendments thereto, or under any successor legislation thereto, or under the *Rules of Civil Procedure*, relating to the Released Claims. It is understood and agreed that if such Settlement Claimant 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 Settlement Claimant will immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to exclude the several liability of the Releasees. This Settlement 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 Settlement Claimant with respect to the matters covered herein. This Settlement 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 Settlement Claimant in any subsequent action that the parties in the subsequent action were not privy to the formation of this Settlement Agreement.

16. For greater clarity, this settlement and the releases provided herein shall not preclude the Settlement Claimants from asserting the Released Claims against any person or entity other than the Releasees (a “**Third Party**”), save and except that it is an express term of this Settlement that each Settlement Claimant shall be deemed to have agreed that any such claim against a Third Party shall be restricted to the several liability of such Third Party and otherwise restricted as necessary such that the Third Party has no basis to claim over or seek contribution, indemnity, declaratory relief or any other relief whatsoever against the Releasees in respect of the claim. It is understood and agreed that if a Settlement Claimant commences a claim against a Third Party and a Releasee is added to such proceeding in any matter whatsoever, whether justified in law or not, such Settlement Claimant will immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to exclude the liability of the Releasees and all other released parties in respect of the Released Claims.
17. This Settlement shall not affect any Class Member’s right to make a claim to any administrative process for compensation for victims of crime, and the parties agree that no payments made to Class Members under this Settlement are in respect of any compensation for any injuries or loss occurring in or resulting from the commission of a crime of violence constituting an offence against the *Criminal Code*. It is expressly understood, acknowledged and agreed that Ontario has announced that the CICB will be discontinued and new applications to the CICB are not being accepted, and that Ontario has made no representation or warranty, and nothing in this Settlement Agreement or arising from the Claims Process shall be construed as constituting:
- (a) a representation, warranty, admission or determination of any kind that any Class Member is entitled to or will be awarded any compensation or relief by the CICB or other administrative process for compensation for victims of crime or in any other proceeding;
  - (b) a representation or warranty that Class Members have or will in the future have recourse to the CICB or other administrative process for compensation for victims of crime, a court or any other adjudicative tribunal; or

- (c) a representation or warranty that any particular processes, procedures or substantive law, including but not limited to the application of any limitation periods, will or will not apply to any future claim for damages or compensation through the CICB or other administrative process for compensation for victims of crime, a court or any other adjudicative tribunal.

**D. Notice and Administration of the Claims Process**

- 18. It is understood and agreed that Court approval of this Settlement Agreement is required.
- 19. As soon as practical, the Plaintiffs shall advise the Court and schedule a motion to seek Court approval of the Notice Plan and timing of the dissemination of the Notice of Settlement Approval Hearing.
- 20. The Notice Plan shall provide for:
  - (a) Notice of the Settlement Approval Hearing to be in a form to be agreed by the parties or as directed by the Court, and shall be disseminated as provided for in **Schedule “D”** or otherwise as ordered by the Court;
  - (b) Notice of Approval of Settlement to be in a form to be agreed by the parties or as directed by the Court, and shall be disseminated as provided for in **Schedule “D”** or otherwise as ordered by the Court; and
  - (c) The Notice of Approval of Settlement shall include information advising Crown Wards about available administrative processes in Ontario for compensation for victims of crime.
- 21. The costs of the Notice of Settlement Approval hearing and all other costs of the Administrator incurred up to the date of Final Settlement Approval shall be paid by Ontario and shall not be refundable in the event that this settlement is not finally approved. If the settlement is finally approved, all such Administration Costs previously

incurred by Ontario are to be deducted from the amount to be segregated and held as the Settlement Fund.

22. The Claims Administrator will be mutually agreed upon by the parties and approved by the Court and shall perform the administration of the Claims Process. The fees and disbursements of the Claims Administrator will be included as part of the Administration Costs.
23. The Claims Process will be conducted in accordance with **Schedule “C”** hereto and in accordance with the terms of this Settlement Agreement as a whole.
24. It is understood and agreed that no compensation paid to a Settlement Claimant under this Settlement will affect their eligibility for or the amount, nature and/or duration of social assistance programs administered by or on behalf of the Ministry of Children, Community and Social Services.
25. Ontario will send a letter to the federal government in the form attached hereto at Schedule “E” to request the federal government’s agreement that any social assistance benefits available to Class Members from the federal government will not be affected by any settlement funds received by individual Class Members. However, it is expressly acknowledged and understood by the parties that any final decision in this regard is not within the power or control of Ontario and therefore Ontario’s obligations in this regard will be satisfied upon delivery of the letter.

#### **E. Communications**

26. The parties, including counsel and Representative Plaintiffs, agree that when commenting publicly on the Action or this Settlement Agreement, they shall:
  - (a) inform the inquirer that the Action has been settled to the satisfaction of all parties;
  - (b) inform the inquirer that it is the view of the parties that the settlement of the Action is fair, reasonable and in the best interests of the Class; and

- (c) decline to comment in a manner that casts the conduct in this action of any party in a negative light or reveals anything said during the settlement negotiations.

**G. No Admissions**

27. This Settlement is made on the express understanding that Ontario does not admit, and shall not be deemed as having admitted, any of the claims or allegations contained in the pleadings in the action or any liability whatsoever to the Plaintiffs or Class Members, and such allegations and claims are denied.
28. This Settlement Agreement, whether or not consummated, and any proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement or its Schedules, or any action taken hereunder, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the parties of the truth of any fact alleged or the validity of any claim or defence that has been, could have been or in the future might be asserted in any litigation, Court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any parties except as may be required to enforce or give effect to the Settlement and this Settlement Agreement.

**H. Termination**

29. This Settlement Agreement shall, without notice, be automatically terminated if the Court does not approve this Settlement Agreement and such decision is not reversed on appeal. In the event of termination, this Settlement Agreement shall have no further force or effect, save and except for this section and section 21, which shall survive termination.

**I. General**

30. This Settlement Agreement shall be governed, construed and interpreted in accordance with the laws of the Province of Ontario.
31. This Settlement Agreement constitutes the entire agreement between the parties and may not be modified or amended except in writing, on consent of the parties, and with Court approval, if necessary.

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

**IN WITNESS WHEREOF**, each of the parties has caused this Settlement Agreement to be executed on his/her/their behalf by his/her/their duly authorized counsel of record, effective as of \_\_\_\_\_, 2021.

Date: January 28, 2021



\_\_\_\_\_  
KOSKIE MINSKY LLP  
Counsel for the Plaintiffs

Date: January 28, 2021



\_\_\_\_\_  
Loraine Evans

Date: January 28, 2021



\_\_\_\_\_  
Toni Grann

Date: January 28, 2021



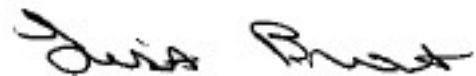
\_\_\_\_\_  
Dale Gyselinck

Date: January 28, 2021



\_\_\_\_\_  
Robert Mitchell

Date: February 3, 2021



Name: Elizabeth (Lisa) Brost

Counsel for Her Majesty the Queen  
in right of Ontario

**SCHEDULE "A"**

**SETTLEMENT APPROVAL ORDER**

Court File No.: CV-14-0018 CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_ DAY, THE  
 )  
JUSTICE PIERCE ) \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020  
 )

B E T W E E N :

**TONI GRANN, ROBERT MITCHELL, DALE GYSELINCK and  
LORRAINE EVANS**

Plaintiffs

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF ONTARIO**

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION**, made by the Plaintiffs for an order approving the settlement of this action pursuant to subsection 29(2) of the *Class Proceedings Act, 1992* was heard this day by video conference, at 125 Brodie Street North, Thunder Bay, Ontario.

**WHEREAS** this action was certified as a class proceeding by order dated March 30, 2017 (the “**Certification Order**”),

**AND UPON READING** the consent of the Defendant, which has been provided without admission of liability in respect of the claims which have been asserted in this proceeding;

**AND UPON HEARING** the submissions of counsel for the Plaintiffs and Defendant, and upon reading the materials filed, including any written objections, the motion record of the Plaintiffs, and the factum of the Plaintiffs,

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order, the following definitions shall apply:

- (a) "**Approval Order**" means this order approving the Settlement Agreement and providing for a dismissal of the action;
- (b) "**Class**" or "**Class Members**" means all persons who were alive as of January 22, 2012, who were Crown Wards at any time from the period on or after January 1, 1966 until March 30, 2017;
- (c) "**Crown Ward**" means a person who was the subject of a court order making them a ward of the Crown pursuant to subsection 57(1), paragraph 3, or subsection 65.2(1)(c) of the *Child and Family Services Act, R.S.O. 1990, c.C.11* (or under similar provisions in its predecessor legislation) and includes a person who was subsequently deemed to be a person subject to an extended society care order made under paragraph 3 of subsection 101(1) or clause 116(1)(c) of *the Child, Youth and Family Services Act, 2017, S.O. 2017, c.14. Sched. 1* on or after April 30, 2018;
- (d) "**Final Approval Date**" means the later of:
  - (i) 31 days after the date on which the Ontario Superior Court of Justice issues the Approval Order; and
  - (ii) the final disposition of any appeals from the Approval Order;



- (e) “**Releasees**” means Ontario and each of its employees, servants, agents, Ministers, members of the Executive Council under the *Executive Council Act*, insurers, representatives and assigns;
- (f) “**Settlement Agreement**” means the executed Settlement Agreement between the parties attached hereto as **Schedule “A”**;
- (g) “**Settlement Claimant**” means a Class Member who as of 5 p.m. on the day prior to the Final Approval Date is no longer a Crown Ward;
- (h) “**Settlement Fund**” means the settlement fund established pursuant to the Settlement Agreement;

2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class Members.

3. **THIS COURT ORDERS** that the Settlement Agreement be and hereby is approved and shall be implemented in accordance with its terms, this Order and further orders of this Court.

4. **THIS COURT ORDERS AND DECLARES** that the claims of the Settlement Claimants are dismissed and released against the Releasees in accordance with the terms of the Settlement Agreement.

5. **THIS COURT ORDERS AND ADJUDGES** that, save as set out above, this action is dismissed without costs and with prejudice with respect to all claims asserted by or on behalf of each Settlement Claimant, and that such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

6. **THIS COURT ORDERS AND ADJUDGES** that this action is discontinued without costs and without prejudice with respect to all claims asserted by or on behalf of each Class Member who is not a Settlement Claimant.

7. **THIS COURT ORDERS, ADJUDGES AND DECLARES** that this Order and the Settlement Agreement are binding upon all Class Members except any persons who have validly opted out, including those persons who are under a disability.

8. **THIS COURT ORDERS AND DECLARES** that without in any way affecting the finality of this Order, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, all of the Class Members and the Defendant for the limited purposes of implementing the Settlement Agreement and enforcing and administering the Settlement Agreement and this Order.

9. **THIS COURT ORDERS** the Long Form Notice attached as **Schedule “B”**, or substantially in the same form thereof, is hereby approved.

10. **THIS COURT ORDERS** the Short Form Notice attached as **Schedule “C”**, or substantially in the same form thereof, is hereby approved.

11. **THIS COURT ORDERS** the Claim Form attached as **Schedule “D”**, or substantially in the same form thereof, is hereby approved.

12. **THIS COURT ORDERS** that class counsel may make non-material changes to the Long Form Notice, the Short Form Notice, or the Claim Form, and any changes as are desirable and necessary, upon receipt of the defendant’s consent

13. **THIS COURT ORDERS** that the Plan of Dissemination attached as **Schedule “E”**, or substantially in the same form thereof, is hereby approved.

14. **THIS COURT ORDERS** that the notice stipulated at paragraphs nine (9), ten (10) and thirteen (13) of this order satisfies the requirements of the *Class Proceedings Act, 1992* and shall constitute good and sufficient service upon Class Members of notice of this Order and approval of the settlement of this action.

15. **THIS COURT ORDERS** that the distribution of notice as contemplated in the Plan of Dissemination shall commence within fourteen (14) days of the Final Approval Date.

16. **THIS COURT ORDERS** that the legal fees, disbursements and taxes owing to Class Counsel shall be determined by further order of this Court and are to be paid out of the Settlement Fund in accordance with the terms of the Settlement Agreement.

17. **THIS COURT ORDERS** that the levy and payment for disbursements plus taxes owing to the Law Foundation of Ontario shall be determined by further order of this Court and are to be paid out of the Settlement Fund in accordance with the terms of the Settlement Agreement.

18. **THIS COURT ORDERS** that Epiq Global shall be and hereby is appointed as Claims Administrator pursuant to the Settlement Agreement and fees and expenses of the Claims Administrator shall be paid out of the Settlement Fund in accordance with the terms of the Settlement Agreement.

19. **THIS COURT ORDERS** that honoraria in the amount of \$12,500 shall be paid to each of Toni Grann, Dale Gyselinck, Lorraine Evans, and Robert Mitchell and in the amount of \$7,500 to Holly Papassay in accordance with the terms of the Settlement Agreement.

20. **THIS COURT ORDERS** that it may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the Settlement Agreement and this order.

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**SCHEDULE "B"  
CLAIM FORM**

**CALL [PHONE NUMBER] OR VISIT [WEBSITE]**

**CROWN WARD CLASS ACTION**

**COMPENSATION CLAIM FORM**

This settlement is for all persons who were alive as of January 22, 2012, who were Crown Wards at any time from the period on or after January 1, 1966 until March 30, 2017, and who are no longer Crown Wards (now referred to as children in extended society care).

**The deadline to submit a claim is [insert deadline].**

If you need help completing this Claim Form, or have any questions contact the Claims Administrator at [phone number] or by email at [email].

<b>Part 1: Name and Contact Information</b>		
Full Name:		
Any Other Names: Please also provide all previous names, pre-married names, nicknames, or names used before and while a Crown Ward and before and after adoption:		
Date of Birth:		
Birth Mother's Full Name(s), including maiden name, if known:		
Birth Father's Full Name:		
Are you are making a claim on behalf of someone as their litigation guardian or the Public Guardian and Trustee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Representative's Name:		
Representative's Relationship to Claimant:		
Is the Claimant deceased?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, on what date did the Claimant pass away?		

<b>Note:</b> Please attach any documents you may have that confirm your authority to legally represent the Claimant.	
Mailing Address:	
City/Town:	
Province:	
Country:	
Postal Code:	
Daytime Telephone Number:	
Evening Telephone Number:	
Email Address (if available):	

<b>Part 2: Qualification for Compensation</b>		
Were you an Ontario Crown Ward?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
When did you become an Ontario Crown Ward?	Date:	
What city or town did you live in when you became a Crown Ward?		
When did you stop being a Crown Ward?	Date:	
In the following section, " <b>Assault</b> " means a physical or sexual assault which constituted a crime of violence.		
Were you the victim of an Assault before becoming a Crown Ward and/or while you were a Crown Ward?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>If you answered "yes" to the question above, briefly describe the Assault(s) and what injuries or psychological/emotional harm it caused you. (you may attach additional page(s) if needed to answer)</p> <p>_____</p>		



If you have received compensation for all of the Assaults identified above, please describe how you received this compensation:	
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<b>Part 3: Solemn Declaration</b>		
By completing this Claim Form and signing below I solemnly declare that all information I have provided in this form is true to the best of my knowledge and belief, that it is the same force and effect as if made under oath, and that it was freely given.  <b>Remember, it is a serious offence to make a false statement.</b>		
I was a Crown Ward during the period between January 1, 1966 and March 30, 2017:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I am no longer a Crown Ward:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I confirm that the Province of Ontario can review my records to verify information contained in my Claim Form. This is necessary for you to get money.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name:		
Date:		
Signature:		
Witness's Name:		
Date:		
Witness's Signature:		

<b>Part 4: Submit Your Claim Form</b>
All Claim Forms must be sent to the address below by no later than [claims deadline].  You may email, fax or mail [or submit electronically by way of the online form if applicable] your Claim Form to the Claims Administrator [administrator name] as per the following:

**Crown Ward Class Action**

**[address]**

**[email]**

**[fax]**

If you fail to submit a Claim Form to the Claims Administrator by [claims deadline], you will not receive any compensation from this settlement.

**Do not send this Claim Form to the Court.**



**SCHEDULE "C"**  
**CLAIMS PROCESS**

1. All defined terms in the Settlement Agreement are applicable to the Claims Process herein. In addition, for purposes of this Schedule an "Excluded Claim" means a Claim by a person who:
  - (a) has previously and validly opted out of the Action in writing; or
  - (b) has previously settled a claim against Ontario and has executed a release in favour of Ontario or any of the other Releasees for matters that are the subject of this Action;
2. Any Settlement Claimant who wishes to claim for a payment from the Settlement Fund shall deliver or otherwise provide to the Claims Administrator a Claim Form no later than nine (9) months after the Final Approval Date (the "Claims Delivery Deadline"). If the Claims Administrator does not receive a Claim Form from a Settlement Claimant by the Claims Delivery Deadline, then the Settlement Claimant shall not be eligible for any payment whatsoever under the Claims Process.
3. The Claim Form will require the Settlement Claimant who seeks a payment from the Settlement fund to:
  - (a) provide all full names applicable to the Settlement Claimant during the Class Period, current contact information, date of birth, and, if known, their birth mother's maiden and/or married name, their birth father's name and the city and year in which they became a Crown Ward;
  - (b) confirm that they are a Class Member in that they were a Crown Ward at any time from the period on or after January 1, 1966 until March 30, 2017 and, if the Claim Form is submitted on behalf of a deceased individual by a representative of the Estate of a Class Member, that the claimant was alive as of January 22, 2012;

- (c) confirm that they are a Settlement Claimant in that as of 5 p.m. the day before the Final Approval Date they were no longer a Crown Ward;
  - (d) provide information to establish that they were the victim of an Assault prior to or while they were a Crown Ward;
  - (e) confirm that they have not obtained compensation through an application to the CICB or through a civil proceeding in respect of the Assault;
  - (f) confirm that their claim is not an Excluded Claim; and
  - (g) provide consent to Ontario to access any files held by a Children's Aid Society or any other source pertaining to the claimant's Crown wardship.
4. Settlement Claimants may file with their Claim Form any supporting documents they have, if available, although supporting documentation is not necessary. Settlement Claimants will not be required to obtain or furnish information or records from any applicable Children's Aid Society or otherwise to support their Claim. However, Ontario may seek information from any applicable Children's Aid Society or other source in order to verify the information contained in any Claim Form.
  5. The Claims Process will be paper-based and strictly confidential and will be conducted to the extent possible on an expeditious basis. There will be no oral or electronic hearing. Further, the alleged offender in respect of any Claim by a Settlement Claimant under the Claims Process will not be entitled to receive any notice of the Claim and will not be permitted to participate in any claim adjudication under the Claims Process.
  6. A Settlement Claimant may not submit more than one Claim. If more than one Claim Form is submitted the Claims Administrator will treat all claim materials submitted as one Claim.
  7. If a Settlement Claimant lacks capacity to complete a Claim Form then it may be completed by the Settlement Claimant's parent or litigation guardian or the Public Guardian and Trustee (PGT), as applicable.

8. The Claims Administrator shall review each Claim Form and verify that the Settlement Claimant is eligible for compensation. In particular, the Claims Administrator will consider whether, and be satisfied:
  - (a) that the Claim has been submitted by a Class Member who is a Settlement Claimant as defined in the Settlement Agreement;
  - (b) if the Claim has been submitted on behalf of a Settlement Claimant who lacks capacity, that the parent, litigation guardian or the PGT bringing the Claim has authority to act on behalf of the Settlement Claimant;
  - (c) if the Claim has been submitted on behalf of a Settlement Claimant's estate, that the individual filing the Claim has the requisite authority to do so;
  - (d) that the Claim is in respect of an Assault that occurred prior to or while they were a Crown Ward;
  - (e) that the Settlement Claimant has confirmed that they have not obtained compensation through an application to the CICB or through a civil proceeding in respect of the Assault; and
  - (f) that their Claim is not an Excluded Claim.
  
9. The Claims Administrator shall treat all Claims Forms and related supporting materials as confidential and shall not disclose such materials without the Settlement Claimant's consent to any person other than Class Counsel, to Ontario if requested pursuant to paragraph 10 of this Schedule, or as may be required by law.
  
10. The Claims Administrator shall provide to Ontario a list, including the names and dates of birth and, if known, the birth mother's maiden and/or married name, the birth father's name and the city and year in which they became a Crown Ward, of those Settlement Claimants who have submitted a claim that the Claims Administrator has determined appear to be eligible for a payment from the Settlement Fund. Ontario shall conduct searches of the Adoption and Crown Ward Database for any persons on the list who claim to have become a Crown Ward after January 1, 1991 to determine whether there is a record of such person

having become a Crown Ward, and will advise the Administrator of the search results. Furthermore Ontario shall have the right to review and audit the Claim Forms and supporting records and information relating thereto in respect of Claims which have been approved by the Claims Administrator, and to provide a response to any Claim Form to the Claims Administrator within 60 days of Ontario receiving such Claim Form confirming whether or not the Claim is on behalf of a Settlement Claimant via secure email. Any Claim Forms and related supporting records provided by the Claims Administrator to Ontario pursuant to this paragraph shall be treated by Ontario as confidential and shall not be disclosed without the Settlement Claimant's consent to any person except Class Counsel, the Claims Administrator or employees, servants, insurers, agents, ministries, Ministers or their designates or representatives of or advisors to Ontario, or as may be required by law.

11. Any documents or response provided to the Claims Administrator by Ontario pursuant to paragraph 10, along with the underlying Claim Form above, shall be sent to the Claimant by the Claims Administrator. The Settlement Claimant shall have the right to submit any further documentation or response within 30 days of said date. However, in the event that further time is needed for the Settlement Claimant to provide a response or obtain documentation to verify whether a Settlement Claimant meets the definition of Settlement Claimant, the Claims Administrator may extend this deadline for a reasonable amount of time.
12. The Claims Administrator shall take reasonable measures to verify that each Settlement Claimant is eligible for a payment from the Settlement Fund. The Claims Administrator may make inquiries of the Settlement Claimants or Ontario in the event of any concerns, ambiguities or inconsistencies in the Claim Forms or documents submitted by Ontario. If the Claims Administrator determines that the Claimant does not meet the definition of Settlement Claimant or that the Settlement Claimant has not made any Claim which meets the criteria as set out in paragraph 9 of this Schedule, the Settlement Claimant's Claim will be disallowed.
13. As soon as possible after (i) all timely Claim Forms have been processed (ii) the time to request a reconsideration for disallowed claims has expired; and (iii) all administrative

reviews have concluded, the Claims Administrator shall allocate amounts to the Settlement Claimants from the Settlement Fund pursuant to the provisions of the Settlement Agreement.

14. In determining whether payments to Settlement Claimants may be reduced or augmented in accordance with paragraph 9 of this Settlement Agreement, the Claims Administrator shall take into account the Administration Costs that it will incur to complete its administration of the settlement, as well as any interest which has accrued on the Settlement Fund.
15. The Claims Administrator shall advise Ontario and Class Counsel of the amounts to be awarded to each Settlement Claimant and the global compensation amount required to satisfy those payments. If practicable, Ontario shall provide one cheque for the global payment amount to the Claims Administrator and the Claims Administrator shall mail the individual compensation cheques to the Claimants at the postal addresses indicated in the Claim Forms, within 30 days. If, for any reason, a Settlement Claimant does not cash a cheque within 6 months after the date of the cheque, the Settlement Claimant shall forfeit the right to compensation. Ninety days prior to the expiry of the 6 month period described above, the Claims Administrator shall provide Class Counsel and Ontario with a list of Settlement Claimants who have not cashed their compensation cheques. Sixty days prior to the expiry of the 6 month period described above, the Claims Administrator shall send each such Settlement Claimant a letter advising the Settlement Claimant that they have 60 days to cash the compensation cheque. Thirty days prior to the expiry of the 6 month period described above, the Claims Administrator shall provide an accounting to Class Counsel and Ontario of any interest accrued by the Claims Administrator in relation to any monies it has held pending the clearance or expiration of all cheques.
16. The Claims Process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on the Settlement Claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the Settlement Claimants to be acting honestly and in good faith.

17. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.
18. The Claims Process is also intended to prevent fraud and abuse. If the Claims Administrator believes that a Claim is fraudulent or contains intentional and material errors, then the Claims Administrator shall disallow the claim in its entirety.
19. Where the Claims Administrator disallows a claim in its entirety pursuant to paragraph 12 or paragraph 18, the Claims Administrator shall send to the Settlement Claimant at the Settlement Claimant's postal or email address as indicated in the Claim Form and, if requested by Class Counsel, to Class Counsel a notice advising the Settlement Claimant that their Claim has been disallowed and that he or she may request the Claims Administrator to reconsider its decision by administrative review and the Settlement Claimant may provide any additional documents or information and commentary supporting the claim.
20. Any request for reconsideration must be received by the Claims Administrator within 30 days of the date of the notice advising of the disallowance provided for in paragraph 20 of this Schedule. However, in the event that further time is needed for the Settlement Claimant to make the request for reconsideration, the Claims Administrator may extend this deadline for a reasonable amount of time. If no request for reconsideration is received by the Claims Administrator within this time period, the Settlement Claimant shall be deemed to have accepted the Claims Administrator's determination and the determination shall be final and binding and not subject to further review by any court or other tribunal.
21. Where a Settlement Claimant files a timely request for reconsideration with the Claims Administrator in accordance with paragraph 21 of this Schedule, the Claims Administrator shall advise Ontario and Class Counsel of the request. The Claims Administrator shall conduct an administrative review of the Claimant's request for reconsideration.
22. Following its determination in an administrative review, the Claims Administrator shall advise the Settlement Claimant of its determination of the request for reconsideration. In the

event the Claims Administrator reverses a disallowance, the Claims Administrator shall send the Settlement Claimant at the Settlement Claimant's postal or email address as indicated in the Claim Form (copied to Class Counsel), a notice specifying the revision to the Claims Administrator's disallowance and will make the payment at the applicable time.

23. The determination of the Claims Administrator in an administrative review is final and binding and is not subject to further review by any court or other tribunal.
24. The Claims Administrator will provide monthly reports on administration to Ontario and Class Counsel, or at other junctures as requested.

**SCHEDULE "D"**  
**PHASE 2 NOTICE PLAN**

1. The Administrator shall:

- (a) distribute a print notice (the "**Long Form Notice**") by regular mail and by email (if available) to Class Members whose contact information has been provided, or is otherwise known to the Administrator or Class Counsel or who have contacted the Administrator or Class Counsel;
- (b) cause the short version of the print notice (the "**Short Form Notice**") to be published in a 1/8 page ad in the following print publications: National Post; Globe & Mail; Toronto Star; Ottawa Citizen; Belleville Intelligencer; Kingston Whig Standard; Napanee Guide; Brampton Guardian-TH; Burlington Post/Flamborough Review; Caledon Citizen; Cambridge Times-TH; Georgetown/Acton Ind. Free Press; Glanbrook Gazette; Grimsby/Lincoln/West Lincoln; NewsNow; Guelph Tribune-TH; Hamilton Spectator; King Weekly Sentinel; Waterloo Record; Markham Economist & Sun; Milton Canadian Champion; Mississauga News-TH; Oakville Beaver-TH; Richmond Hill /Thornhill Liberal; Toronto, All Metroland Publications; Vaughan Citizen; Alexandria Glengarry News; Arnprior Chronicle-Guide; Chesterville Record; QC Aylmer Bulletin d'Aylmer; West Quebec Post; Smiths Falls Record News; Winchester Press; Ayr News; The Brantford Expositor; Exeter Lakeshore Times-Journal; London, The Londoner; Norwich Gazette St. Thomas Times-Journal; Strathroy Age Dispatch; Tavistock Gazette; Tillsonburg Independent News; West Lorne West Elgin Chronicle; Pembroke/Petawawa News; Peterborough Examiner; Cornwall Standard Freeholder; Kenora Daily Miner; Owen Sound Sun Times; Chatham Daily News; North Bay Nugget; Woodstock Sentinel-Review; Orangeville Citizen; Brockville Recorder; St. Catharines Standard; Stratford Beacon Herald; Stratford Beacon Herald; Sarnia Observer; Sudbury Star; The Review; Windsor Star; and Thunder Bay Chronicle-Journal;



- (c) distribute the Long Form Notice by mail and email to Ontario Friendship Centres, First Nations Offices and Band Offices, the Inuit Tapirit Kanatami, and the Métis Nation of Ontario;
- (d) distribute the Long Form Notice by mail and e-mail to the following community social service organizations:

**Assaulted Women's Helpline**

**Fem'aide**

**Talk4Healing**

- (e) print the Short Form Notice in *Maclean's*;
- (f) print the Short Form Notice in the following Indigenous publications: First Nations Drum; Turtle Island News; Ha-Shilth-Sa; Wawatay News; Sioux Lookout Bulletin; Eagle Feather News; Indian Time; Sault Star; and Anishanabek News;
- (g) purchase and distribute internet banner notices on Google Display Network and Facebook ;
- (h) distribute the Long Form Notice to all Ontario offices of the Elizabeth Fry Society, the John Howard Society, the Criminal Lawyers' Association, Canadian Defence Lawyers, Canadian Counsel of Criminal Defence Lawyers, Aboriginal Legal Services, Nishnawbe-Aski Legal Services, the Treaty 3 Legal Department, the Six Nations Legal Department, the Indigenous Bar Association, the Ontario Association of Child Protection Lawyers, and by posting the Short Form Notice on the Criminal Lawyers' Association listserv; and
- (i) issue a national press release in a form to be agreed to by the parties or as may be directed by the Court.

2. The Defendant shall:

- (a) disseminate the Short Form Notice to all Children's Aid Societies in Ontario and request that the Children's Aid Societies post the Short Form Notice in a prominent place in the offices of Children's Aid Societies until XXXXXX ;
- (b) disseminate the Short Form Notice to the Ontario Association of Children's Aid Societies ("OACAS") and the Association of Native Child and Family Services Agencies of Ontario ("ANCFSAO"), and request that these organizations disseminate the Short Form Notice to their membership and request that the OACAS disseminate the Short Form Notice to individuals enrolled in the Aftercare Benefits Initiative and the YouthCAN program;
- (c) cause the Short Form Notice to be posted in a conspicuous place within each currently operating correctional institution as defined in the *Ministry of Correctional Services Act*, R.S.O. 1990, c. M.221 until XXXXXXXX; and
- (d) direct that the Short Form Notice be posted in all probation and parole offices throughout Ontario until XXXXXXXX, to the extent reasonably practicable.

3. Within seven (7) days of court approval of the proposed settlement, Class Counsel shall post the Long Form Notice on its website.

4. The Administrator shall establish a toll-free support line to provide assistance to Class Members, family, guardians or agency staff, or other persons who make inquiries on their own behalf or on behalf of Class Members.

**SCHEDULE “E”  
FORM OF LETTER TO FEDERAL GOVERNMENT**

Dear \_\_\_\_\_

Ontario has recently settled the class action *Grann v. Her Majesty the Queen in Right of the Province of Ontario* bearing Superior Court of Justice (Thunder Bay) file no. CV-14-0018, which involved claims that Ontario failed to give proper consideration and to take reasonable steps to protect and pursue Crown Wards’ rights to recover compensation for damages sustained as a result of criminal or tortious acts to which Crown Wards were victims.

Under the terms of settlement Ontario has agreed to pay compensation to individual class members who file claims that meet the criteria for a payment from a settlement fund. Ontario has further agreed that any settlement payments received by those class members will not affect eligibility for, the amount, nature and/or duration of social assistance programs administered by or on behalf of the Ministry of Children, Community and Social Services.

We are writing to request your agreement that any social assistance benefits available to class members from your government will not be affected by any settlement funds received by individual class members. Please advise us if you are prepared to proceed on this basis.

Yours truly