

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**ALVIN MCKAY**

Plaintiff

- and -

**RALPH ROWE, THE SYNOD OF THE DIOCESE OF KEEWATIN and SCOUTS  
CANADA**

Defendants

- and -

**THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA and THE  
MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA**

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

**FINAL SETTLEMENT AGREEMENT**

**WHEREAS** the Plaintiff brought this class action under the *Class Proceedings Act, 1992* for alleged negligence, vicarious liability, and breach of fiduciary duty in respect of alleged sexual assaults committed by Ralph Rowe (the "**Class Action**");

**AND WHEREAS** by Order of the Ontario Superior Court of Justice dated March 25, 2021, on consent, the Defendants, being the Synod of the Diocese of Keewatin and Scouts Canada, are vicariously liable, on a joint and several basis, for the physical, mental and sexual abuse perpetrated by Ralph Rowe, if any, against the Sexual Assault Class Members (as defined at paragraph 6(e) below) during the class period provided that the abuse:

- a) was perpetrated on property owned by the Synod of the Diocese of Keewatin or Scouts Canada;

- b) was perpetrated during or in connection with activities organized by or affiliated with The Synod of the Diocese of Keewatin or Scouts Canada; or
- c) was perpetrated in circumstances where the Sexual Assault Class Member's involvement with Ralph Rowe was materially influenced by the fact of Ralph Rowe being a priest of the Synod of the Diocese of Keewatin and/or a Scout leader with Scouts Canada;

**AND WHEREAS** Class Counsel has conducted a thorough analysis of the applicable facts and law, and have also taken into account the extensive burdens and expense of litigation, including the risks of litigating the process for resolving the individual issues process and litigating individual damages issues;

**AND WHEREAS** in consideration of all of the circumstances and after extensive arms' length negotiations, both directly and with the assistance of three separate mediators, the parties to this Agreement wish to, and hereby do, fully and finally settle any and all issues among themselves in any way relating to the within Class Action, subject to the approval of the Ontario Superior Court of Justice;

**AND WHEREAS** counsel for the parties have entered into this Agreement, which embodies all of the terms and conditions of the settlement between the parties, both individually and on behalf of the class, subject to approval of the Ontario Superior Court of Justice;

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

**AND WHEREAS** the parties have entered into this Agreement taking into account the objectives of healing and reconciliation;

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

1. Except where otherwise indicated herein, the term “Defendants” is used in this document to refer only to the Defendants, The Synod of the Diocese of Keewatin and Scouts Canada.
2. This settlement agreement (the “Agreement”) reflects the agreement between the Plaintiff on behalf of the Class Members, the Defendants, and the Third Parties reached on August X, 2023, to resolve, in accordance with the terms more particularly set out herein, the causes of action, claims and/or demands, on all counts made against the Defendants, Ralph Rowe, and the Third Parties in the Class Action.
3. The statements made in the preamble to this Agreement are true and correct and form part of this Agreement.
4. This Agreement shall be null and void and of no force or effect unless it is approved by the Court in all its material terms, unless all parties agree otherwise.
5. All monetary amounts provided herein are stated in Canadian dollars.

**PART A. Definitions**

6. For the purposes of this Agreement, the following definitions apply:
  - (a) "Adjudicator" means a person appointed in accordance with paragraph 27 of this Agreement to adjudicate claims;
  - (b) "Administrator" means RicePoint Administration Inc.;
  - (c) "Claim Form" means the form for the written claim by a Class Member described in paragraph 32 of this Agreement;
  - (d) "Class Counsel" means Koskie Minsky LLP;
  - (e) “Class Members” or "Class" means:

All persons who were alive as at May 11, 2015 who allege that they were sexually abused by Ralph Rowe in the geographic boundaries of the Anglican Diocese of Keewatin between 1975 and 1987 except the **Excluded Persons** ("**Sexual Assault Class Members**"); and

All other persons who were parents of a Sexual Assault Class Member as of the date of the alleged abuse of their child, who were alive as at May 11, 2015, that have standing pursuant to s. 61(1) of the Family Law Act, R.S.O. 1990, c. F.3, or equivalent legislation in other provinces and territories as set out in **Schedule "A"** of the Fresh as Amended Statement of Claim (the "**Family Law Claimants**").

"**Excluded Persons**" are all Sexual Assault Class Members and their respective Family Law Claimants who, as of May 11, 2017 had fully and finally settled their claims against the Synod of the Diocese of Keewatin and Scouts Canada (a.k.a. Scouts of Canada a.k.a. Boy Scouts of Canada) and released these entities with respect to any and all alleged abuse by Ralph Rowe.

## **PART B. Compensation Summary**

7. No compensation will be payable for "common experience" harm, physical or psychological harm not involving sexual abuse nor for any form of aggregated harm or aggregated damages.
8. The amounts set out in the compensation categories described in Schedules "A" and "B" are inclusive of claims for economic loss and/or loss of economic opportunity and any other claim for compensation. No additional compensation will be payable for economic loss and/or loss of economic opportunity or any other loss or damage outside of, or additional to, compensation available under the categories described in Schedules "A" and "B".

### **Schedule "A"**

9. Sexual Assault Class Members may make claims for compensation in accordance with compensation categories 1 to 4 as set out in **Schedule "A"** hereto ("**Individual Payments**").
10. Sexual Assault Class Members are entitled to compensation only from the highest compensation category level in Schedule "A" for which they are eligible. For greater certainty, Sexual Assault Class Members whose claims fall into more than one category in Schedule "A", or who claim against more than one Defendant, are not entitled to cumulative compensation based on each category in Schedule "A" for which they are eligible. For clarity, if the Sexual Assault Class Member's highest level of abuse was committed by Rowe in his

capacity both as priest and scout master, then that Sexual Assault Class Member will still only be entitled to one payment.

11. Compensation will only be paid to Sexual Assault Class Members in accordance with categories 1, 2, 3 or 4.

#### **Schedule “B”**

12. The Schedule “B” claims process is only available for election by those Sexual Assault Class Members who are eligible for compensation levels 3 or 4 of Schedule “A”.
13. Those Sexual Assault Class Members may elect to claim additional compensation pursuant to categories A or B as set out in the hereto attached **Schedule “B”** and, if deemed eligible, will go through the Schedule “B” claims process. (Schedules “A” and “B” are collectively referred to as the **“Compensation Allocation System”**).
14. Sexual Assault Class Members who are eligible subject to paragraph 12 above and who elect to claim compensation under Schedule “B”, are entitled to Schedule "B" compensation only from the highest category in Schedule “B”, for which they are eligible. For greater certainty, Sexual Assault Class Members who are eligible to elect compensation under Schedule “B” and whose claims fall into more than one category in Schedule “B”, or who claim against more than one Defendant, are entitled to compensation from only one category and not entitled to cumulative compensation based on each category set out in Schedule “B” for which they are eligible. For clarity, if the Sexual Assault Class Member’s highest level of compensation under Schedule “B” was the result of abuse which was committed by Rowe in his capacity both as priest and Scout master, then that Sexual Assault Class Member will still only be entitled to one payment under Schedule “B”.

#### **Family Law Claimants**

15. In addition to the foregoing, payments will be made for Family Law Claimants in the amount of \$5,000 for each Sexual Assault Class Member who is approved for compensation pursuant to this Agreement. For clarity, one \$5,000 payment is payable by the Defendants and Third Parties for each Sexual Assault Class Member who is approved

for compensation pursuant to this Agreement in respect of qualifying Family Law Claimants, regardless of the number of qualifying Family Law Claimants associated with the Sexual Assault Class Member.

### **Payment Details**

16. The Defendants and Third Parties will collectively pay the amount of \$13.25 Million as a settlement fund ("**Settlement Amount**") into an interest-bearing trust account (the "**Trust Fund**"). The Settlement Amount is all-inclusive and, therefore, includes, without limitation, all claims, interest, legal costs, disbursements, administration costs, honorarium, adjudication costs and notice costs. For greater clarity, and subject to paragraphs 42(a) and 42(c), the maximum amount that the Defendants and Third Parties will collectively pay under this agreement is \$13.25 Million. Any interest earned is payable to the trust fund for the benefit of the Class (subject to the reversion described in paragraphs 18 and 23, below).
17. Subject to paragraphs 42(a) and 42(c), under no circumstances will the Defendants and Third Parties collectively pay more than the Settlement Amount. If the Individual Payments, together with the other amounts payable from the Settlement Amount including without limitation, all claims, interest, legal fees, disbursements, administration, adjudication, honorarium, and notice costs, are determined to exceed the Settlement Amount, then the Individual Payments will be reduced *pro rata* to the extent required such that all payments from the Settlement Amount will not, in aggregate, exceed the Settlement Amount.
18. If there are still funds remaining in the Trust Fund after payment of all Individual Payments and all other items payable from the Settlement Amount including without limitation, all claims, interest, legal fees, disbursements, administration, adjudication, honorarium, and notice costs, such remaining funds shall be refunded to the Defendants and Third Parties, together with accrued interest thereon.
19. The Settlement Amount shall be paid out as follows:
  - (a) First, to satisfy counsel fees, Class Counsel's disbursements and applicable taxes in the amount approved by the Court;

- (b) Second, to pay administration costs, notice costs, adjudication costs, applicable taxes, and the levy to the Class Proceedings Fund, which levy is calculated based on the Settlement Amount net of counsel fees, disbursements, and any other costs related to the Agreement; and
  - (c) Third, to compensate Class Members based on the “Compensation Allocation System”.
- 20. Class Counsel’s legal fees, disbursements and applicable taxes, as well as any honorarium approved by the Court, will be withdrawn from the Trust Fund within 7 days of the appeal period lapsing in respect of approval by the Court of legal fees, disbursements, taxes and honorarium and paid to Class Counsel (with the honorarium, if any, to be paid to the representative plaintiff). The fees and costs set out at paragraph 19(b) above, incurred by the administration or adjudication of claims, will be withdrawn from the Trust Fund by the Administrator or Adjudicator, as the payments to the Administrator and Adjudicator come due.
- 21. Once the Claims Period, as defined below, has expired and each eligible claim has been approved and classified to the appropriate compensation level pursuant to this Agreement, the Administrator will calculate the total amount owed to the Class Members for the claims (“**Approved Award**”).
- 22. The Administrator will confirm in writing the Approved Award to counsel for the Defendants and Third Parties, as well as the respective balances of the Settlement Amount, prior to requesting or withdrawing any funds to satisfy the Approved Award. The Administrator shall not pay out any monies, except in accordance with the provisions of this Agreement, without an order of the Court made on notice or on the consent of counsel.
- 23. After all payments as set out at paragraph 19(a)-(c) have been made, the Defendants’ and Third Parties’ financial obligations (and those of their insurers) are deemed complete and there will be no further distribution of settlement funds. For clarity, if any amount of the Settlement Amount remains after the claims process, the Defendants and Third Parties will retain the remaining amount.

24. For greater certainty and to prevent double recovery, any person who has previously settled or otherwise released the Defendants and/or Third Parties for alleged sexual abuse committed by Ralph Rowe shall not be entitled to any compensation through this claims process.

**PART C. Claims Process, Notice and Administration**

25. The claims period shall be fifteen (15) months from the date that the order approving the Agreement becomes final (“**Claims Period**”).
26. Counsel for the parties have approved (1) a program for disseminating notice of the settlement approval hearing and (2) an administration process, as set out in the proposal of RicePoint Administration Inc. dated June 16, 2023, to be paid out of the Settlement Amount (subject to the Order of the Ontario Superior Court of Justice dated June 19, 2023). Notice of settlement approval will be in accordance with paragraph 31 of this Agreement, the costs of which are to be paid out of the Settlement Amount. The Administrator shall institute and maintain procedures to ensure that the identity of all Class Members and all information regarding any claims and submissions as part of the claims administration process are kept confidential. At the conclusion of the claims administration process, any information maintained by the Administrator shall be transferred to Class Counsel and the Administrator's copies shall be deleted and destroyed.
27. The administration is to be performed by an independent third-party Administrator, RicePoint Administration Inc., who has been mutually agreed upon by the parties. The required adjudication of any given claim will be performed by an independent third-party Adjudicator to be mutually agreed upon by the parties. The Adjudicator’s per diem fee will not exceed \$6,000 plus HST.
28. The administration and any required adjudication process will be balanced and restorative in nature. It will be designed so as not to discourage Class Members from coming forward. In the absence of reasonable grounds to the contrary, Class Members shall be assumed to be acting honestly and in good faith. It will also include validation as to whether a Sexual Assault Class Member was sexually abused as well as validation with respect to the nature

and extent of the alleged sexual abuse, its timing, its location and the capacity in which Rowe was acting, and for Sexual Assault Class Members advancing a Schedule B claim, validation of harms and effects. Where a Claim Form contains minor omissions or errors, the Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available or obvious to the Administrator.

29. Once the Approved Award has been determined in accordance with paragraph 22, the Administrator shall pay Class Members who are eligible and approved for compensation an amount that is equal to the compensation amounts referred to in Schedule "A" and in Schedule "B", subject to any necessary pro-rata adjustments as set out above.
30. Notice and administration fees are to be paid out of the Settlement Amount. The notice period for the settlement approval hearing shall run from August 7, 2023 to October 6, 2023 ("the Notice Period"). Notice of settlement approval hearing shall be disseminated as per the Order of the Ontario Superior Court of Justice dated June 19, 2023 as follows:
  - (a) by Class Counsel placing the Long Form Notice on class counsel's website;
  - (b) by Class Counsel forwarding the Long Form Notice to any Class Member who has contacted Class Counsel;
  - (c) by Class Counsel issuing a press release containing the information in the Short Form Notice;
  - (d) by the General Synod posting a copy of the Long Form Notice on the website of the Anglican Church of Canada at [anglican.ca](http://anglican.ca) for the duration of the Notice Period, and by Scouts Canada posting a copy of the Long Form Notice on its website at [scouts.ca](http://scouts.ca) for the duration of the Notice Period;
  - (e) by the Administrator purchasing Google ads and radio ads in the combined amount of \$10,000;

- (f) by the Administrator placing the Short Form Notice in the Wawatay News, the Thunder Bay Chronicle Journal, the Kenora Daily Miner and News, and the Winnipeg Free Press;
  - (g) by Class Counsel sending a copy of the Long Form Notice to the Nishnawbe Aski Nation and the Survivors of Ralph Rowe Network;
  - (h) by the Administrator posting the Short Form Notice and Long Form Notice on a website established for the proposed Agreement;
  - (i) by the Administrator sending the Long Form Notice to all individuals identified by the skip tracer retained at the certification notice stage (being the individual complainants in criminal decisions relating to Ralph Rowe for whom no individual civil action was commenced); and
  - (j) by the Administrator establishing a toll-free telephone support line to provide assistance to Class Members, family, guardians or other persons who make inquiries on their own behalf or on behalf of Class Members.
31. Notice of settlement approval shall be disseminated as follows:
- (a) through the Nishnawbe Aski Nation network, with details to be finalized and agreed upon following Class Counsel consultation with the Nishnawbe Aski Nation;
  - (b) through the Survivors of Ralph Rowe network – Nishnawbe Aski Nation Community Wellness Program;
  - (c) by Class Counsel placing the Long Form Approval Notice on Class Counsel's website;
  - (d) by Class Counsel forwarding the Long Form Approval Notice to any Class Member who has contacted Class Counsel;
  - (e) by Class Counsel issuing a press release containing the information in the Short Form Approval Notice;

- (f) by the Administrator purchasing Google ads and radio ads in the combined amount of \$25,000;
- (g) by the Administrator placing the Short Form Approval Notice in the Wawatay News, the Thunder Bay Chronicle Journal, the Kenora Daily Miner and News, and the Winnipeg Free Press;
- (h) by Class Counsel sending a copy of the Long Form Approval Notice to the Nishnawbe Aski Nation and the Survivors of Ralph Rowe Network;
- (i) by the Administrator posting the Short Form Approval Notice and Long Form Approval Notice on a website established for the Agreement;
- (j) by the Administrator sending the Long Form Approval Notice to all individuals identified by the skip tracer retained at the certification notice stage (being the individual complainants in criminal decisions relating to Ralph Rowe for whom no individual civil action was commenced);
- (k) by the Administrator establishing a toll-free telephone support line to provide assistance to Class Members, family, guardians or other persons who make inquiries on their own behalf or on behalf of Class Members; and
- (l) by any other means ordered by the Court.

**PART D. Verification & Assessment**

**i. Schedule “A” Claims Process**

32. Any Sexual Assault Class Member who claims compensation (“**Claimant**”) under Schedule “A” shall deliver to or otherwise provide the Administrator with a completed Claim Form and any supporting documentation before the expiration of the Claims Period. The Administrator may grant extensions to the Claims Period for any Claimant up to a maximum of three (3) months from the conclusion of the Claims Period if it is satisfied that the Claimant was unable to submit their claim or supporting documentation prior to the expiration of the Claims Period due to:

- (a) disability or effects of trauma impacting the ability to file the claim or supporting documentation by the deadline;
- (b) lack of notice until after the deadline;
- (c) the fault or carelessness of a third party;
- (d) time elapsed following a request for supporting documentation from a third party made before the deadline; or
- (e) exceptional circumstances.

If the Administrator does not receive a completed Claim Form within the Claims Period or any extension granted by the Administrator to the Claimant, that Claimant shall not be eligible for any compensation whatsoever.

33. The Claim Form requirements for a Schedule “A” claim are as follows:

**Witnessed Declaration** of the Claimant setting out the nature of the incident(s) alleged to have been experienced by the Claimant and swearing or affirming to basic required details including: their date of birth, contact information, all names that they may have been known by in their lifetime, time frame of abuse, age range and school grade(s) for time frame of abuse, location where Rowe ministered to the Claimant, Claimant’s connection to Rowe/the church/scouts, circumstances of association with Rowe, type of sexual abuse, its timing, frequency, location, the capacity in which Rowe was acting when committing the abuse, any pre-claim disclosure of the abuse and to whom, witnesses to the abuse, if any, and any other pertinent information that the Claimant chooses to include to support their claim. The declaration must be witnessed by one of the following:

- (i) a lawyer, paralegal, commissioner of oaths, or any other person authorized to commission an affidavit under the law of any province;
- (ii) a notary public;
- (iii) a member of a band council;
- (iv) an elected or hereditary chief;

- (v) an Elder;
- (vi) a regulated healthcare professional;
- (vii) clergy; or
- (viii) any other person agreed between the parties or ordered by the Court.

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

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

34. The Administrator shall review each Claim Form and any attached supporting documents and verify whether the Claimant is eligible for the Claim to proceed, within 5 business days of receipt of the Claim, as follows:
- (a) The Administrator shall determine whether (i) the Claimant is a Class Member, (ii) the Claimant did not opt out of the Class Action; (iii) the assault is alleged to have occurred during the time period from 1975 to 1987, and (iv) the assault is alleged to have occurred within the geographic boundaries of the Diocese of Keewatin;

- (b) In determining whether the assault alleged by the Claimant occurred within the geographic boundaries of the Diocese of Keewatin, the Administrator shall apply the following process:
- (i) The Administrator shall consider whether the location of the alleged abuse is specified on the Communities List attached as Schedule "C";
  - (ii) If the location of the alleged abuse is not specified on the Communities List, the Administrator shall consider whether such location appears to be within the boundaries of the Anglican Diocese of Keewatin as they appear in the Diocese Map attached as Schedule "D";
  - (iii) If the Administrator is required to determine whether the location of the alleged abuse is within the geographic boundaries of the Diocese of Keewatin as they appear in the Diocese Map, the Administrator may have regard to publicly accessible mapping tools, including without limitation Google Maps and Apple Maps;
  - (iv) If the Administrator determines that a location which is not on the Communities List is or was within the geographic boundaries of the Diocese of Keewatin between 1975 and 1987 in accordance with paragraph 34(b)(ii), such location will be deemed to be on the Communities List for all subsequent claims.
- (c) If the Administrator is satisfied that the requirements in paragraph 34(a) are met, but the Claimant's application is incomplete, the Administrator shall advise the Claimant of any deficiencies and the Claimant shall have up to 90 days, or such other time as granted by the Administrator, to remedy those deficiencies.
- (d) If the Administrator makes a determination that the Claimant is not eligible for the claim to proceed the Administrator shall send out a notice, with a copy of the notice and Claim Form, advising of this determination to the Claimant, Class Counsel and

Defence/Third Party Counsel. This determination by the Administrator is final and binding.

35. For Schedule “A” claims, once the Administrator has verified that the Claimant is eligible to proceed and the Claim Form is complete, the Administrator shall within 2 business days, forward a copy of the Claim Form and any supporting documentation to Defence/Third Party Counsel and Class Counsel. Where the Defendants and Third Parties determine they will not intervene, Defence/Third Party Counsel will advise the Administrator within 60 days and the Administrator will proceed with assigning a compensation amount based on the level of abuse identified in the Claim Form and will communicate the assignment to Defence/Third Party Counsel, Class Counsel and the Claimant.
36. If the Defendants or Third Parties decide to refer the Schedule “A” Claim to the Adjudicator, the adjudication process will proceed as follows:
  - (a) The Administrator will submit to the Adjudicator all documents submitted by or on behalf of the Claimant and any documentation as chosen by Defence/Third Party Counsel at their sole discretion acting in good faith to assist the adjudicative process, (Defence/Third Party Counsel may not rely on information in an adjudication that was not provided to the Class Member in advance of the Adjudication).
  - (b) The Claimant or Class Counsel shall have the right to submit any further documentation within 30 days of receipt of Defence/Third Party Counsel’s documentation referred to in (a) above.
  - (c) If requested by the Defendants or Third Parties, the Adjudicator shall conduct an oral interview with the Claimant, limited to a maximum of 2 hours in length and held over Zoom where possible;
  - (d) Where holding the interview over Zoom is not possible, it may be held by other means agreed to between the parties;

- (e) In advance of the interview, the Defendants or Third Parties may suggest subjects of inquiry to the Adjudicator;
- (f) The Adjudicator will have discretion over the conduct and content of the interview;
- (g) The claimant is entitled to bring a support person, not being a lawyer, to the oral interview, and may elect to have the interview proceed according to either of the following methods:
  - (i) Attendance at the interview by one lawyer representing Class Counsel and one lawyer representing the Defendants and Third Parties (collectively), with neither lawyer being permitted to participate or intervene in the interview; or
  - (ii) No attendance by Class Counsel or any counsel for the Defendants and Third Parties, with the interview being video-recorded and such recording being provided to Class Counsel and Defence/Third Party Counsel following the interview;
- (h) If any party wishes to make written submissions or submit further documents, they shall indicate their intention to do so within 10 days of (i) the interview, if the Claimant has elected to have counsel attend, or (ii) receipt of the video recording, if the Claimant has elected not to have counsel attend.
- (i) Those written submissions, which shall be no longer than 10 pages, shall be due within 20 days of the indication of intention to make written submissions. The opposing party will then have 20 days to make responding written submissions, which shall also be limited to 10 pages. The party making the initial submissions will then have 10 days from receipt of the opposing party's responding submissions to make reply submissions, which shall be limited to 5 pages.
- (j) Within 60 days of the reply submissions or the expiry of the period to make those submissions, the Adjudicator shall issue their written decision outlining key factual findings and the underlying rationale for same, including whether the Claimant is

eligible for compensation, the date range of the sexual assaults, the capacity in which Rowe was acting when committing the abuse and, if eligible, the applicable level of compensation for the Claimant. For greater certainty, if the Claimant fails to establish that he or she falls within any category as set out in Schedule “A”, no compensation will be payable under this Agreement, under Schedule “A” or Schedule “B”. The foregoing determinations by the Adjudicator are final and binding.

**ii. Schedule B Claims Process**

37. The Schedule “B” claims process is only available for election by those Claimants claiming eligibility for compensation levels 3 or 4 under Schedule “A”. The Claimant must indicate on the Claim Form that they are claiming Schedule “B” compensation and must identify the level and category of harm and effect claimed.
38. The Schedule “B” claims process provides for a more traditional litigation process, under which a Claimant may receive additional compensation for the abuse, including its harms and effects, that the Claimant has experienced, as a result of the abuse described at levels 3 or 4 of Schedule “A”.
39. In addition to the requirements in the Schedule “A” process, a Claimant making a claim under Schedule “B” must provide documentary evidence to establish their claim under Schedule “B”. The required documentary evidence is set out below and will depend on the Claimant’s basis for claiming under Schedule “B”:
  - (a) Level A (i) claims - medical records and/or reports documenting significant and lasting physical or psychological harm including but not limited to a medically documented moderate mental disorder requiring medical treatment (whether or not received);
  - (b) Level A (ii) claims - education and employment records including available school file/transcripts, Canada Pension Plan statement, income tax returns, Employment Insurance records and Social assistance/Community assistance files, if any.

- (c) Level A (iii) claims – as applicable, documents confirming at least two of the following: suicide attempts, chronic alcohol and/or drug abuse, and/or extended periods of homelessness and/or incarceration.
  - (d) Level B (i) claims - medical records and/or reports documenting significant and lasting physical or psychological harm and a severe mental disorder requiring hospitalization.
  - (e) Level B (ii) claims - education and employment records including available school file/transcripts, CPP statement, income tax returns, EI records and Social assistance/Community assistance files, if any.
40. The timelines for the Schedule “B” claims process will be established by the Adjudicator after consulting with the parties.
41. If any of the above documents are not available to the Claimant at the time of making the claim, the Claimant will make best efforts to obtain these documents as quickly as possible, as permitted by the Adjudicator, and may seek the assistance of Class Counsel to assist in securing these documents. If other documents exist that confirm the harms and effects but are not listed in paragraph 39, the Claimant may identify and submit in support of their claim for Schedule B compensation. If, after best efforts, the Claimant is unable to obtain the documents outlined in paragraph 39, no adverse inference shall be drawn and a Class Member may then undergo an Independent Medical Examination (by a regulated healthcare professional selected by Class Counsel) in lieu thereof.
42. The Schedule “B” claims process will include:
- (a) Examination for discovery of the Claimant by Defence/Third Party Counsel, in accordance with the *Rules of Civil Procedure*, and will be conducted in person or by video conference, as selected by Defence/Third Party Counsel. If Defence/Third Party Counsel selects an in-person examination, they shall bear all reasonable disbursements associated with attendance of same outside of the Settlement Amount;

- (b) Additional production of relevant documents if requested by Defence/Third Party Counsel;
  - (c) An Independent Medical Examination (by a regulated healthcare professional chosen by Defence/Third Party Counsel) if requested by Defence/Third Party Counsel. The costs of same shall be borne by the Defendants and Third Parties outside of the Settlement Amount;
  - (d) If the Class Member has not already undergone an Independent Medical Examination pursuant to paragraph 41 and Defence/Third Party Counsel exercises their rights under paragraph 42(c), the opportunity for the Class Member to undergo an Independent Medical Examination selected by Class Counsel to provide a responding report;
  - (e) The opportunity for both Class Counsel and Defence/Third Party Counsel to make written and oral submissions to the Adjudicator concerning the claim; and
  - (f) A full adjudication hearing where the Claimant is subject to direct and cross examination.
43. The parties may mutually agree to dispense with any of the components of the Schedule "B" claims process set out above.

**iii. Estate Claims**

44. Claims on behalf of the estates of Sexual Assault Class Members may be brought or continued under the Agreement in accordance with Schedule "E" ("**Estate Claims**").
45. Subject to the terms of Part D(iii) herein and the terms of the Estates Protocol, the terms of Parts D(i) and D(ii) of this Agreement apply to Estate Claims.
46. Where a Claim Form was not personally completed and signed by a Deceased Claimant, the Witnessed Declaration of the Estate Executor or Estate Claimant shall set out the

following, in addition to the information described in paragraph 33 of this Agreement (with necessary modifications):

- (a) The nature of the relationship between the Sexual Assault Class Member and the Estate Executor or Estate Claimant; and
- (b) The circumstances under which the Estate Executor or Estate Claimant came to be aware of the sexual assault(s) alleged to have been committed by Rowe against that Class Member.

47. In addition to or in lieu of any of the Optional Supporting Documentation that may be provided in support of a Schedule "A" claim, the Estate Executor or Estate Claimant may rely on:

- (a) Police records arising from a criminal investigation of Rowe;
- (b) Documents filed in or arising from a criminal proceeding involving Rowe; or
- (c) Evidence given by that Class Member under oath or pursuant to a solemn affirmation in this or any other proceeding.

48. Estate Executors and Estate Claimants who bring claims under this Agreement are only eligible for the Schedule "A" process, except where a Sexual Assault Class Member dies after making a Schedule "B" claim and the Schedule "B" process has been completed, in which case an Estate Executor or Estate Claimant may continue such claim.

**iv. Claims by Parents of Class Members**

49. The Claim Form shall include a section for Family Law Claimants.

50. Where a Claimant seeks to assert a claim on behalf of any Family Law Claimants, the Family Law Claimant(s) shall provide the following information on the Claim Form:

- (a) The name(s) of the Family Law Claimant(s);

- (b) The current contact information for the Family Law Claimant(s), including mailing address, phone number, and email address (where available); and
  - (c) A Witnessed Declaration (the witness for which may be any of the persons listed in paragraph 33 of this Agreement) confirming that the Family Law Claimant(s) is/are a person or persons who was/were the Claimant's parent(s) as of the date of the alleged abuse.
51. If the Claimant is approved for any award under this Agreement, any Family Law Claimants in respect of whom paragraph 50 is satisfied shall be approved for compensation under this Part D(iv).
  52. The Administrator shall divide the \$5000 available per approved Sexual Assault Class Member (subject to paragraph 17) by the number of qualifying Family Law Claimants, and shall separately distribute each qualifying Family Law Claimant's share.
  53. Where a Family Law Claimant died after May 11, 2015 (a "Deceased Family Law Claimant"), the Deceased Family Law Claimant's claim may be brought or continued under this agreement in accordance with Schedule "E".

**v. Claims by Persons Under Disability**

54. Claims under this Agreement by Persons Under Disability (as defined in Schedule "E") must be brought in accordance with the terms of Schedule "E".

**E. Other Terms**

55. Where a Claimant indicates to the Administrator that they believe they will require counselling or other therapeutic support or services for retraumatization, stress, or anxiety arising from the experience of making a claim, and if the Administrator has verified that the Claimant is eligible to proceed in accordance with paragraph 34, the Administrator shall cover reasonable fees up to a maximum of \$1,500 per Claimant. If the Claimant's claim is approved, such fees will be deducted from the Claimant's Approved Award. If the

Claimant's claim is denied, such fees will be paid from the Settlement Amount. The Administrator may pay such fees in either of the following scenarios:

- (i) Upon presentation of receipt(s) of payment issued by a doctor, psychologist, social worker, counsellor, therapist, or other culturally appropriate care provider for payment already made by the Claimant, the fees shall be payable by the Administrator directly to the Claimant; or
- (ii) Where payment has not yet been rendered by the Claimant, upon receipt by the Claims Administrator of a written confirmation from a doctor, psychologist, social worker, counsellor, therapist, or other culturally-appropriate care provider indicating that a request for support or services has been made, and the amount required for payment, the fees shall be paid directly by the Administrator to the doctor, psychologist, social worker, counsellor, therapist, or other culturally-appropriate care provider.

56. The Defendants and Third Parties enter into this agreement without an admission of liability with the exception that the Defendants are vicariously liable, on a joint and several basis, for the physical, mental, and sexual abuse perpetrated by Ralph Rowe, if any, against the Sexual Assault Class Members during the class period provided that the abuse:

- (a) was perpetrated on property owned by the Synod of the Diocese of Keewatin or Scouts Canada;
- (b) was perpetrated during or in connection with activities organized by or affiliated with The Synod of the Diocese of Keewatin or Scouts Canada; or
- (c) was perpetrated in circumstances where the Sexual Assault Class Member's involvement with Ralph Rowe was materially influenced by the fact of Ralph Rowe being a priest of the Synod of the Diocese of Keewatin and/or a Scout leader with Scouts Canada.

57. Counsel have advised the Court of an impending settlement and have scheduled the date of Friday, October 27, 2023, for the hearing of the settlement approval motion before Justice Warkentin.
58. The parties agree that the proposed settlement approval order will include an indemnity clause that reads: “each Class Member releases the Defendants and the Third Parties from all claims, including claims of any third party insurer or government agency for benefits received as a result of acts giving rise to the claim against the Defendants and/or Third Parties and further agrees to indemnify and save harmless the Defendants and Third Parties from any claim, demand or cause of action by any third party who claims a right of subrogation on behalf of a Class Member for any benefits paid to the Class Member under any contract of insurance or government program”.
59. An honorarium of \$15,000 shall be paid to the representative plaintiff from the Settlement Amount over and above any amounts to which he may otherwise be entitled under the Agreement to compensate him for his role in connection with the litigation. The honorarium shall be subject to Court approval and shall be paid from the Settlement Amount. In the event that the Defendants and/or Third Parties seek to have the representative plaintiff's claim adjudicated, his discovery transcript would replace the need for questioning by the adjudicator.
60. Class Counsel shall bring a motion for Court approval of their requested Counsel Fees and reimbursement of disbursements, and all applicable taxes and honorarium at the time of Settlement Approval. These Defendants shall take no position on the fees sought by Class Counsel unless otherwise directed to do so by the Case Management Judge or her designate.
61. If the Administrator, Adjudicator or the parties have questions or concerns with the interpretation of any provision of the Agreement or whether an individual meets the definition of a Class Member, they can refer the matter for direction from the Case Management Judge.

62. The Administrator shall report to counsel on the total number of claims received and the decisions made with respect to any claim after the completion of the claims administration process.
63. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member, whether or not he or she submits a claim or otherwise receives compensation pursuant to this Agreement, will be deemed by this Agreement to have completely and unconditionally released, remised and forever discharged the Releasees (defined as "the Synod of the Diocese of Keewatin and each of their employees, servants, agents, insurers, representatives and assigns, except Ralph Rowe; Scouts Canada and each of their employees, servants, agents, insurers, representatives and assigns except Ralph Rowe; and the Third Parties and each of their employees, servants, agents, insurers, representatives and assigns") of and from any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising which they may heretofore have had, may now have or may hereafter have whether commenced or not in connection with all claims asserted, or which could have been asserted, in the Amended Fresh as Amended Statement of Claim. A copy of the Amended Fresh as Amended Statement of Claim is attached as Schedule "F".
64. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, asserting against the Releasees any claims relating to or arising out of the Amended Fresh as Amended Statement of Claim.
65. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member will be forever barred and enjoined from commencing, instituting, prosecuting or continuing any action, litigation, investigation or other

proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, against any person or entity that could or does result in a claim over against the Releasees or any of them for contribution, indemnity in common law, or equity, or under the provisions of the *Negligence Act* and the amendments thereto, or under any successor legislation thereto, or under the *Tortfeasors and Contributory Negligence Act*, and the amendments thereto, or under any successor legislation thereto, or under the *Rules of Civil Procedure*, relating to or arising out of the Amended Fresh as Amended Statement of Claim. It is understood and agreed that if such Class Member commences such an action or takes such proceedings, and the Releasees or any of them, are added to such proceeding in any manner whatsoever, whether justified in law or not, such Class Member will immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to exclude the several liability of the Releasees. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by such Class Member with respect to the matters covered herein. This Agreement may be pleaded by the Releasees in the event that any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by such Class Member in any subsequent action that the parties in the subsequent action were not privy to the formation of this Agreement.

66. Nothing in this Agreement shall preclude a Class Member from bringing a claim, action, complaint, or proceeding against Rowe for Rowe's several liability for damages suffered by the Class Member.
67. The General Synod shall engage in a consultation process with the impacted Indigenous communities and arrive at a mutually acceptable apology process.
68. The Executive Commissioner and Chief Executive Officer of Scouts Canada, or another appropriate national representative of Scouts Canada to be agreed upon by the parties, will

provide a written apology, with such written apology to be provided in personalized form to each Class Member that requests it as part of the Claims Process.

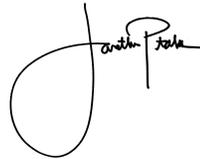
69. The Defendants and Third Parties shall provide materials with respect to post-conduct behaviour modification for the settlement approval motion.
70. All decisions made by the Administrator and Adjudicator are final and binding and not subject to appeal, subject to any determination by the Case Management Judge per paragraph 61.
71. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the Province of Ontario.
72. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, or memoranda of understanding in connection herewith. The parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in this Agreement. None of the parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Agreement, unless expressly incorporated herein. This Agreement may not be modified or amended except in writing and on consent of all parties hereto, and any such modification or amendment must be approved by the Court before it shall be binding on the parties.
73. This Agreement may be signed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a PDF or electronic signature shall be deemed an original signature for purposes of executing this Agreement. This Agreement may be delivered and is fully enforceable in either original, PDF or other electronic format provided that it is duly executed.
74. Upon the completion of administration of the Agreement, the parties will cooperate on steps to obtain a dismissal of the Class Action as against the Defendants, the Third Party

Claims against the Third Parties, and a discontinuance of the Class Action as against Ralph Rowe.

75. Each of the undersigned represents that she, he, they, or it is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

August 4, 2023

**ALVIN MCKAY on his own behalf and  
on behalf of the Class  
Per:**

A handwritten signature in black ink, appearing to read "Alvin McKay", written over a horizontal line.

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**Koskie Minsky LLP  
Class Counsel**

August , 2023

**THE SYNOD OF THE DIOCESE OF  
KEEWATIN  
Per:**

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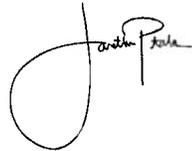
**Blaney McMurtry LLP  
Lawyer for the Defendant**

Claims against the Third Parties, and a discontinuance of the Class Action as against Ralph Rowe.

75. Each of the undersigned represents that she, he, they, or it is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

August 4, 2023

**ALVIN MCKAY on his own behalf and  
on behalf of the Class  
Per:**



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**Koskie Minsky LLP  
Class Counsel**

August 7, 2023

**THE SYNOD OF THE DIOCESE OF  
KEEWATIN  
Per:**



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**Blaney McMurtry LLP  
Lawyer for the Defendant**

August 7, 2023

**SCOUTS CANADA**

**Per:**



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**Thomas Gold Pettingill LLP**  
**Lawyer for the Defendant**

August , 2023

**THE GENERAL SYNOD OF THE  
ANGLICAN CHURCH OF CANADA and  
THE MISSIONARY SOCIETY OF THE  
ANGLICAN CHURCH OF CANADA**

**Per:**

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**Cassels Brock & Blackwell LLP**  
**Lawyer for the Third Parties**

August , 2023

**SCOUTS CANADA**

**Per:**

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**Thomas Gold Pettingill LLP**  
**Lawyer for the Defendant**

August 7, 2023

**THE GENERAL SYNOD OF THE  
ANGLICAN CHURCH OF CANADA and  
THE MISSIONARY SOCIETY OF THE  
ANGLICAN CHURCH OF CANADA**  
**Per:**



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**Cassels Brock & Blackwell LLP**  
**Lawyer for the Third Parties**

**SCHEDULE "A"****COMPENSATION ALLOCATION SYSTEM**

<b>Level</b>	<b>Categories of Sexual Assault</b>	<b>Compensation Amount</b>
1	Fondling or kissing, touching, Rowe exposing himself	\$30,000.00
2	Simulated intercourse, masturbation, repeated fondling under clothing	\$60,000.00
3	Oral sex, digital penetration, attempted penetration, repeated masturbation	\$110,000.00
4	One or more incidents of anal penetration, repeated incidents of oral sex	\$140,000.00

**SCHEDULE "B"****COMPENSATION ALLOCATION SYSTEM****HARMS AND EFFECTS**

<b>Level</b>	<b>Harms and Effects Caused by the Sexual Assault</b>	<b>Compensation Amount</b>
A	<p>As a result of the sexual assault that is the subject of this proceeding:</p> <ol style="list-style-type: none"> <li>1. the Claimant suffers or suffered from significant and lasting physical or psychological harm, including but not limited to a medically documented moderate mental disorder requiring medical treatment (whether or not received); or</li> <li>2. the Claimant has experienced a history of unemployability or under employability cumulatively in excess of one year; or</li> <li>3. the Claimant has experienced two or more of the following: <ol style="list-style-type: none"> <li>(a) suicide attempts;</li> <li>(b) chronic abuse of alcohol and/or drugs;</li> <li>(c) extended periods of homelessness; and,</li> <li>(d) incarceration.</li> </ol> </li> </ol>	Up to \$120,000.00
B	<p>As a result of the sexual assault that is the subject of this proceeding:</p> <ol style="list-style-type: none"> <li>1. the Claimant suffers or suffered from significant and lasting physical or psychological harm, including but not limited to a medically documented severe mental disorder requiring hospitalization; or</li> <li>2. the Claimant has experienced a history of unemployability or under-employability, cumulatively in excess of three years.</li> </ol>	Up to \$210,000.00

**SCHEDULE "C"****COMMUNITIES LIST**

Atikokan	Whitedog
Bearskin Lake	Whitedog Reserve
Round Lake	Lac du Bonnet
Sachigo Lake	Pointe de Bois
Ear Falls	Norway House
Red Lake	Pelican Lake
Fort Alexander	Pine Falls
Big Trout Lake	Split Lake
Angling Lake	Great Falls
Fort Severn	York Landing
Lac du Bonnet	Victoria Beach
Kasabanaka	Grand Marais
Muskrat Dam	Island Lake
Muskrat Dam Lake	Thompson
Kingfisher Lake	Balsam Bay
Patricia	Shamattawa
New Onsnaburgh	Hole River
Pickle Lake	Little Black River
Churchill	Manigotagan
Dene Village	Dene Village
Herchmer	Hole River
Dryden	Long Dog
Minnitaki	Summer Beaver
Fort Frances	Weagamow Lake
Long Dog Lake	Webiquay
Barwick	Webequie
Emo	Wunnumin Lake
Rainy River	Whitemouth
Fort Hope	
Sioux Lookout	
Cat Lake	
Lac Seul	
Landsdowne House	
Slate Falls	
Gillam	
Ilford	
Pikwitonei	
Thicket Portage	
Ignace	
Wabigoon	
Kenora	
Keewatin	

SCHEDULE "D"

DIOCESE MAP



**SCHEDULE "E"****PROTOCOL FOR ESTATE CLAIMS AND PERSONS UNDER DISABILITY**

1. Payment if Deceased: Grant of Authority or the Like
  - (a) If a Sexual Assault Class Member has died after filing a Claim Form or a Claim Form is submitted to the Administrator on behalf of a deceased Claimant (in either case a "Deceased Claimant") and the executor, administrator, trustee or liquidator of such Deceased Claimant's estate (the "Estate Executor") has submitted the evidence required by Section 0(a) of this Protocol to the Administrator, the Estate Executor shall have authority to provide instructions on behalf of the Deceased Claimant, and the Administrator shall pay the Estate Executor any amounts to which the Deceased Claimant was entitled under the Settlement, with such payment made payable to "the estate of" such Deceased Claimant.
  - (b) In support of a Claim made pursuant to Section 01 of this Protocol, the Estate Executor for the Deceased Claimant shall submit to the Administrator, in each case in a form acceptable to the Administrator:
    - (i) a Claim Form (if a Claim Form was not submitted by such Deceased Claimant or their Personal Representative prior to the death of the Deceased Claimant);
    - (ii) evidence that such Deceased Claimant is deceased and of the date on which such Deceased Claimant died; and
    - (iii) evidence in the following form identifying the Estate Executor as having the legal authority to receive compensation on behalf of the estate of the Deceased Claimant:
      - (1) if the claim is based on a will or other testamentary instrument or on intestacy, a copy of a grant of probate or a grant and letters testamentary or other document of like import or a grant of letters of

administration or other document of like import, purporting to be issued by any court or authority in Canada; or

- (2) if the claim is based on a Quebec notarial will, an authenticated copy thereof.

2. Payment if Deceased: No Grant of Authority or the Like

- (a) If a Claim Form has been submitted to the Administrator by, or on behalf of a Deceased Claimant, but the estate of such Deceased Claimant has not submitted all of the evidence required by Section 1(a) of this Protocol, the Estate Executor, Personal Representative, as defined below, or another representative of such Deceased Claimant shall be an “Estate Claimant” for the Deceased Claimant, and the Estate Claimant must comply with Sections 1(b) and 1(b)(i) of this Protocol, and submit to the Administrator evidence that the Estate Claimant represents the estate of such Deceased Claimant in accordance with Section 2(d) of this Protocol (in totality, an “Estate Representation Claim”), before the deadline specified in paragraph 25 of the Settlement, or before an extended deadline pursuant to paragraph 32 of the Settlement.
- (b) If only one Estate Representation Claim has been submitted to the Administrator in respect of such Deceased Claimant on or prior to the Estate Claims Deadline, the Estate Claimant shall have authority to provide instructions on behalf of the Deceased Claimant, and the Administrator shall pay the Claimant any amounts to which the Deceased Claimant was entitled under this Settlement, and such payment shall be made payable to the Estate Claimant on behalf of the estate of the Deceased Claimant.
- (c) If more than one Estate Representation Claim has been submitted in respect of such Deceased Claimant on or prior to the Estate Claims Deadline, the Administrator shall:

- (i) if the Estate Claimants identified in all such Estate Representation Claims submit to the Administrator a signed agreement directing the payment of the amounts to which such Deceased Claimant is entitled under this Settlement and provide a release in a form acceptable to the Administrator, pay such amounts to the estate of the Deceased Claimant in accordance with such agreement; or
  - (ii) if the Estate Claimants identified in all such Estate Representation Claims do not submit to the Administrator an agreement in accordance with Section 2(b)(c) of this Protocol, require one of the Estate Claimants identified in one of the Estate Representation Claims to submit to the Administrator the evidence set out in Section 1(b)(ii) of this Protocol and pay such person on behalf of the estate of the Deceased Claimant any amounts to which the Deceased Claimant was entitled under this Settlement.
  - (iii) Notwithstanding Section 2(b)(i) of this Protocol, if no person submits the evidence set out in Section 1(b)(ii) of this Protocol to the Administrator before the deadline specified in paragraph 25 of the Settlement, or before an extended deadline pursuant to paragraph 32 of the Settlement, the claim of the Deceased Claimant shall be dismissed.
- (d) If a Claim Form is submitted to the Administrator by, or on behalf of, a Deceased Claimant and no Estate Representation Claim is submitted to the Administrator in respect of such Deceased Claimant in accordance with Section 22 of this Protocol before thirty (30) days before the deadline specified in paragraph 25 of the Settlement, or before an extended deadline pursuant to paragraph 32 of the Settlement, the Administrator shall make reasonable efforts to send a notice to the last known addresses of the Deceased Claimant and any Estate Claimant of such Deceased Claimant, as applicable, requiring the submission of an Estate Representation Claim. If no person submits an Estate Representation Claim to the Administrator in respect of a given Deceased Claimant before the deadline specified in paragraph 25 of the Settlement, or before an extended deadline pursuant

to paragraph 32 of the Settlement, the claim of the Deceased Claimant shall be dismissed.

- (e) In support of an Estate Representation Claim made pursuant to Section 22 of this Protocol, the Estate Claimant for the Deceased Claimant shall submit to the Administrator the following evidence that they represent the estate of such Deceased Claimant, in each case in a form acceptable to the Administrator:
  - (i) if the Deceased Claimant had a will:
    - (1) a copy of the will appointing the Estate Claimant, as applicable, to represent the estate of such Deceased Claimant; and
    - (2) an attestation or declaration signed by the Estate Claimant, together with one other person who knew the Deceased Claimant personally, confirming that they believe the will to be valid,<sup>1</sup> do not know the will to have been revoked, know of no later will of the Deceased Claimant, and know of no executor, administrator, trustee, or liquidator that has been appointed by a court; or
  - (ii) if the Deceased Claimant did not have a will:
    - (1) an attestation or declaration signed by the Estate Claimant, together with one other person who knew the Deceased Claimant personally, confirming that they do not know such Deceased Claimant to have had a will and that no executor, administrator, trustee, or liquidator has been appointed by a court;

<sup>1</sup> This is not a requirement in the province of Quebec.

- (2) proof of the relationship of such Estate Claimant to the Deceased Claimant in a form reasonably acceptable to the Administrator;
  - (3) an attestation or declaration signed by the Estate Claimant, together with one other person who knew the Deceased Claimant personally:
    - (A) confirming that they know of no higher priority heir of such Deceased Claimant in accordance with Section 2(4) of this Protocol; and
    - (B) either:
      - (I) confirming that they know of no equal or higher priority heir of such Deceased Claimant in accordance with Section 2(4) of this Protocol; or
      - (II) if there is any equal or higher priority heir of such Deceased Claimant in accordance with Section 2(4) of this Protocol, listing the persons at the same or higher priority level; and
  - (4) if there are heirs of such Deceased Claimant of equal or higher priority to the Estate Claimant in accordance with Section 2(4) of this Protocol, all such persons' signed consent for such Estate Claimant to act for the estate of such Deceased Claimant.
- (f) For purposes of Section 2(d)(e)(i)(2) of this Protocol, the priority level of heirs from highest to lowest priority is as follows, with each defined as set out in the *Succession Law Reform Act*, R.S.O. 1990, c. S.26:
- (i) surviving spouse or common-law partner;
  - (ii) children;
  - (iii) grandchildren;
  - (iv) parents;

- (v) siblings; and
- (vi) children of siblings.

### 3. Person Under Disability

- (a) If a Sexual Assault Class Member who submitted a Claim Form to the Administrator prior to the Claims Filing Deadline is or becomes a person who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom a Personal Representative, as defined below, has been appointed pursuant to the applicable provincial or federal legislation (a “Person Under Disability”) prior to their receipt of any amounts to which they are entitled under this Settlement, and the Administrator receives notice that such Claimant is a Person Under Disability prior to paying such amounts, the Administrator shall pay the person appointed pursuant to the applicable provincial or federal legislation to manage or make reasonable judgments or decisions in respect of the affairs of a Person Under Disability, including an administrator for property (the “Personal Representative”) of such Claimant any amounts to which the Claimant is entitled under this Settlement, and if the Administrator receives no such notice, the Administrator shall pay such amounts to the Claimant.
- (b) If Claimant is or becomes a Person Under Disability prior to submitting a Claim Form to the Administrator, the Personal Representative of the Claimant may provide instructions and submit a Claim Form on behalf of such Claimant prior to the deadline specified in paragraph 25 of the Settlement, or before an extended deadline pursuant to paragraph 32 of the Settlement, and the Administrator shall pay the Personal Representative of the Claimant any amounts to which the Claimant is entitled under this Settlement.