

## **SCHEDULE “A”**

### **CLAIMS PROGRAM AND DISTRIBUTION PROTOCOL**

#### **A. OVERVIEW**

The Claims Program and Distribution Protocol has been developed with a view to providing restorative justice to the Class Members or their Estates, and to limit the chances of causing further trauma to Class Members.

The Claims Program and Distribution Protocol is intended to address the harms endured by the former boarding students of GCC. The Ontario Superior Court held at the trial of the common issues, and the Ontario Court of Appeal upheld, that GCC was negligent and its staff failed to fulfill and/or were grossly negligent in fulfilling their fundamental obligations to Class Members during the entirety of the Class Period and that this could cause harm. More specifically, the Courts affirmed that GCC utilized practices and policies which amounted to child abuse: they created an environment of control, intimidation and humiliation that fostered and inflicted enduring harms on its students.

The Claims Program and Distribution Protocol is intended to provide closure and support for healing of eligible Class Members. The financial compensation serves an important symbolic function in acknowledging the harms endured by the eligible Class Members.

Key elements of the Claims Program and Distribution Protocol are that the Class Members will not be subjected to an adversarial adjudicative process and the claims program is confidential. The Claims Program and Distribution Protocol provides Class Members with a claims-based compensation program, with two levels of compensation. The first level of compensation only requires a claimant to solemnly declare that he/she/they were harmed without having to provide any further details (“Group A”). Payments in Group A will be based on the length of time the Class Member boarded at GCC. A second level of compensation will be available for Class Members that can provide details of severe psychological and/or physical harms relating to their experiences at GCC or that claim sexual abuse during the Class Period (“Group B”). Payments in Group B will be awarded based on a Points-System and, require additional documentation to support the claim.

#### **B. CLAIMS ADMINISTRATION**

Claims will be adjudicated by the Court-appointed Claims Administrator and Claim Evaluators. The Claims Administrator and Claim Evaluators will offer its services to Class Members in English and, upon request, in French.

## **Confidentiality**

The Claims Administrator will adhere to a confidentiality agreement and keep confidential any information concerning Class Members. The Claims Administrator will institute and maintain procedures to ensure that the identity of all Class Members and all information regarding any claims and submissions made by Class Members is kept strictly confidential.

In any reports delivered to the Court or to Defendants' Counsel, the Claims Administrator shall refer to the Class Members only by a unique claims identifier number, and not by their names.

At the conclusion of the claims administration process, any information obtained by the Claims Administrator shall be securely deleted and destroyed.

## **Making a Claim**

In order to receive a payment from the Settlement Fund, each Class Member must complete, execute and deliver to the Claims Administrator: (1) a Claim Form, and, (2) other documents required if asserting a Group B claim, all by the Claims Deadline.

Completed Claim forms, along with any supporting documentation, must be received by the Claims Administrator no later than 11:59 pm ET on the Claims Deadline.

Claims may be completed online, mailed, couriered or emailed in a PDF format to the Claims Administrator. Mailed claim forms will be deemed to have been received by the Claims Administrator on a timely basis if they are postmarked as received by Canada Post by 11:59 pm ET on the Claims Deadline.

The Claim Form will be made available to Class Members in both a paper and web-based formats.

## **Claim Determinations**

The Claims Administrator, in its sole discretion, will determine eligibility of claims: whether a claim form has been properly completed and supported and whether a Claim has been validly asserted by a Class Member, such that they are an Eligible Class Member. These decisions along with payment allocations to Eligible Claimants are final decisions, and not subject to appellate (Court) review.

The Claims Administrator will appoint Claims Evaluators<sup>1</sup> who will assess each Class Members' claim to determine eligibility, and the payment to be allocated to the Eligible Claimants based on the type of claim advanced (i.e. Group A or Group B claims), from the Settlement Fund. Claim Evaluators will be compassionate individuals who have experience dealing with survivors of

---

<sup>1</sup> Claims Evaluators must act in good faith, not in a conflict of interest and must swear a statutory declaration committing to maintain all information that they receive in the utmost confidence. The Claims Administrator shall have full discretion to discharge and replace any Claims Evaluator who is not acting in keeping with the claims evaluation criteria or the spirit of the Claims Program and Distribution Protocol

trauma, and have an understanding of the restorative principles underlying this Claims Program and Distribution Protocol.

The Claims Administrator/Evaluators will conduct these evaluations as soon as possible after receiving claims and will not wait until the end of the Claim Period. (The Claims Period runs for 9 months from the Claims Deadline).

***Stage 1: Claim Confirmations and Deficiency Period***

The Claims Administrator will confirm receipt of the claim, and advise the claimant of any deficiencies with their application within 90 days of receipt of the claim application, or the Claims Deadline (“Confirmation and/or Deficiency Letter”).

The Claims Administrator will provide the Class Member with at least 90 days or such longer time as the Claims Administrator may allow, to cure any such deficiencies and submit a complete claim before the Claims Administrator makes a final decision on the validity of their claim.

The Claims Administrator may also contact claimants directly, to obtain further information to assist the claimant in completing an incomplete claim by conducting an in-person interview with the claimant, which may be held by telephone, or video conference as agreed between the claimant and the Claims Administrator.

***Stage 2: Claim Determinations***

Once all deficiencies or the timeframes for resolving them have passed (“Deficiency Period”), the Claims Administrator will have 6 months (180 days) from the close of the Deficiency Period to determine claimant eligibility (“Claim Determination Period”). The Claims Administrator will advise all claimants whether or not their claim is eligible for payment from the Settlement Fund within 14 days of the Claim Determination Period (“Determination Letter”).

Each claimant whose claim is approved and awarded a payment from the Settlement Fund shall be notified of that fact by the Claims Administrator via the Determination Letter, with a copy to Settlement Class Counsel and any other representative authorized by the claimant. Determination Letters shall provide the amount of payment awarded to the Eligible Class Members, along with brief written reasons for the basis of the approval.

Eligible Claimants who made successful claims will have 30 days from the date of the Determination Letter to request reconsideration of their payment amount and provide further evidence satisfactory to the Claims Administrator supporting their request for reconsideration. Failure to provide additional evidence to support the reconsideration within the 30 day period will result in the automatic denial of the claimant’s request for reconsideration (“Reconsideration Requests”). There is no right of appeal following the reconsideration by the Claims Administrator.

A Determination Letter will also be provided by the Claims Administrator to each claimant whose claim is denied, with a copy to Settlement Class Counsel and any other representative authorized by the claimant, including brief written reasons why the claim has been denied. Any claimant whose claim is denied will have 30 days from the date of the Determination Letter to

provide further evidence satisfactory to the Claims Administrator demonstrating that they are a Class Member and/or substantiating payments under one of the claim categories. Failure to provide such evidence within the 30 day period will result in the claimant being conclusively excluded from being an Eligible Class Member (“Reconsideration Requests”). There is no right of appeal following the reconsideration by the Claims Administrator.

The Claims Administrator will have 90 days from the receipt of the Reconsideration Requests to make final claim determinations (“Reconsideration Period”). Within 30 days of the Reconsideration Period, the Claims Administrator will advise the claimant of their final claims determination (“Final Determination Letter”).

### ***Stage 3: Payments***

Once all claims have been finally determined the Claims Administrator will forward payments from the Settlement Fund to Eligible Claimants, pursuant to either the Determination Letter or Final Determination Letter within 30 days of the Final Determination Letters. .

If the total value of the payments awarded to all Eligible Claimants exceeds the Settlement Fund, all Eligible Claimant payments will be pro-rated downwards accordingly.

If the total value of the payments awarded to all Eligible Claimants is less than the total Settlement Fund, all Claimants will share in the excess, on a pro-rata basis.

If, after six months from the completion of the distribution of the Settlement Funds to all Eligible Claimants there remains any amount, or there are cheques that have become stale dated without being cashed, then such amounts remaining in the Settlement Fund shall be paid on a pro-rata basis to all Group B Eligible Claimants, on a pro-rata basis.

## **C. CLAIM CATEGORIES**

All Class Members may be eligible for payment under the following compensation categories:

**Group A-** Common Experience Claim

**Group B -** Severe Harm Claim including Severe Psychological and/or Physical Harm and/or Sexual Abuse.

Payment in any one of the categories is not guaranteed. Class Members must meet all eligibility requirements, including documentary requirements and filing deadlines.

Class Members are former students who both attended *and* boarded at GCC between September 1973 and July 1997 (excluding children and grandchildren of Charles Farnsworth and/or Alastair Haig), who did not validly opt-out of the proceedings.

Claims may be brought by Class Members or by the Estates of deceased Class Members.

**Group A – Common Experience Claim**

All Class Members share a Common Experience in having attended and boarded at GCC during the Class Period (September 1973 and July 1997) and having been subjected to controlling, demeaning, intimidating, and humiliating acts, as well as excessive physical and/or psychological punishment.

Payments to Eligible Class Members under this category will be determined based on the amount of time they attended and boarded at GCC during the Class Period.

Less than 1 School Year <sup>2</sup>	\$ 1,500
1 School Year	\$ 3,000
1-2 School Years	\$ 6,000
2-4 School Years	\$ 12,000
4+ School Years	\$ 24,000

Common Experience Claims require proof of/confirmation of Class Membership, along with the completion and execution of a Claim Form, including a statutory declaration.

The Claims Administrator will be provided with a Class Member List to establish class membership and eligibility under this category, but additional documents may be required to support class membership. Claimants may be asked to provide additional documents and/or further information to prove their membership in the Class – without which, they may not qualify for payment.

**Groups B: Severe Psychological and/or Physical Harm and/or Sexual Abuse**

Class Members that suffered severe harms as a result of their time at GCC and exposure to the Common Experiences may seek additional compensation, in addition to their Common Experience payment.

To qualify for additional compensation, claimants must provide evidence of severe psychological injury (i.e. mental-health illness/disorder diagnosis), or physical injury (i.e. surgery and/or ongoing physiotherapy) linked to their experiences at GCC, or incidences of sexual abuse.

In addition to the completion and execution of the Claim Form, claims made in this category for severe psychological and physical harms also require the provision of a sworn/solemnly affirmed Impact Statement along with medical records. Claims regarding sexual abuse require the provision of a sworn/solemnly affirmed Impact Statement (in addition to the completion and execution of the Claim Form).

---

<sup>2</sup> A school year is 10 months, between September and June

The Claims Administrator may also request additional information from the claimant if they conclude that a decision cannot be reasonably made about points allocation without additional information. The additional information may be provided by the claimant in writing, through additional documentation or witness statement or through a personal interview to take place by telephone or video conference. Settlement Class Counsel or a lawyer or advisor of the claimant's own choosing may attend the personal interview to assist the claimant in establishing their claim.

Medical records include clinical notes and records from primary care physicians or nurse practitioners, psychiatrists, psychologists, licensed mental health counsellors, clinicians and/or therapists, psychiatric or mental health nurse practitioners, physiotherapists, certified specialty physicians, hospitals and/or specialty clinics. (Medical records do not include homeopathy, reiki, naturopathy and acupuncture or any other alternative health practitioners and/or clinics).

### ***Psychological Harm***

Compensable Psychological Harms for the purposes of this Settlement means:

- Substance Use/Abuse Disorder
- Eating Disorder/Disordered Eating
- Personality Disorder
- Dissociation
- Somatization
- Conduct Disorder
- Oppositional Defiant Disorder
- Inappropriate Coping Behaviour
- Problems with Sexuality/Inappropriate Sexual Behaviours or promiscuity/Problems with Intimacy
- Anxiety and/or Panic Attacks
- Acute Stress Disorder
- Depression or Major Depression Disorder
- PTSD/CPTSD
- Self-Harm (including suicidal ideation and suicide attempts)
- Anger, aggression, rage
- Panic Attacks
- Insomnia, night terrors, nightmares of abuse and sleepwalking
- Other personality and/or psychotic disorders requiring medical treatment and counselling

In order to qualify, claimants must provide medical records diagnosing and/or documenting the condition, and that it is, in whole or in part, related to their time and experience at GCC.

### ***Physical Harm***

Compensable Physical Harms for the purposes of this Settlement include ongoing medical treatment (i.e. surgeries, rehabilitation or physiotherapy) from injuries sustained at GCC, relating to:

- Excessive Corporal Punishment (i.e. use of Paddle to inflict Corporal Punishment leading to prolonged injury).
- Harsh Discipline, including work-tasks assigned to students on Discipline (on “D”) that were physically debilitating or harmful to health and safety. Some examples include:
  - Manual labour tasks that are difficult and painful, i.e. causing bleeding or pain.
  - Manual labour tasks that put students at health and/or safety risk.

In order to qualify for compensation, claimants must provide medical records diagnosing and/or documenting the treatments, and that they are related, in whole or in part, to the physical harm(s) experienced at GCC.

### ***Sexual Abuse***

Sexual Abuse claims for the purposes of this Settlement include single or multiple incidents of the following:

- Forced kissing and/or nudity
- Groping of genitals, buttocks and/or breast area by perpetrator and/or forced groping or touching of genitals, buttocks and/or breast area of perpetrator
- Rape/Sexual Penetration (oral, anal or vaginal)

Claimants alleging sexual abuse must provide a sworn/solemnly affirmed Impact Statement, setting out the nature of the incident(s) alleged to have been experienced by the claimant while at GCC during the Class Period, along with the details relating to the time period, specific date(s) of the incident(s), location, individuals involved, witnesses, if any, and reports made, if any (and to whom those reports were made).

### **Claim Determinations**

The Claims Administrator will employ their discretion in determining the claims in this category. The Claims Administrator and/or Claims Evaluator shall draw all reasonable and favourable inferences that can be drawn in favour of the claimant. They will provide reasons to the claimant in the Determination/Rejection Letters, including the specific factors considered and their analysis of those factors in relation to the Class Member’s claim.

Payments in this category will be awarded based on a points-system (see below). Claimants may qualify for compensation in this category for one or more reasons, however ***in no event shall an award in this category exceed \$50,000, and in no event shall a claimant be awarded more than \$74,000 in total compensation (including the Common Experience Payment).***

### ***Points-System.***

Points will be allocated on the following basis:

	<b>POINTS</b>
<b>Psychological and/or Physical Harm</b>	
Eligible Class Member was diagnosed with a qualifying condition <sup>3</sup> that is, in whole or in part, related to their time and experience at GCC and underwent medical/psychological treatment, in whole or in part related to their experience(s) at GCC, for less than 5 years,	10
Eligible Class Member was diagnosed with a qualifying condition <sup>4</sup> that is, in whole or in part, related to their time and experience at GCC and underwent medical/psychological treatment, in whole or in part related to their experience(s) at GCC, for more than 5 years	20
Eligible Class Member underwent physiotherapy, in whole or in part related to their experience(s) at GCC <sup>5</sup>	20
Eligible Class Member was hospitalized for psychological injury (qualifying condition) or physical treatment and/or underwent surgery in whole or in part related to their experience(s) at GCC	30
<b>Sexual Abuse</b>	
Single incident of forced kissing and/or nudity	20
Single incident of Groping of genitals, buttocks and/or breast area by perpetrator, and/or forced groping/touching of genitals, buttocks and/or breast area of perpetrator	30
Multiple incidents of forced kissing and/or nudity	30
Multiple incidents of Groping of genitals, buttocks and/or breast area by perpetrator, and/or forced groping/touching of genitals, buttocks and/or breast area of perpetrator	40
Rape/Sexual Penetration (oral, annal or vaginal)	50

### **D. TIMELINES AND DEADLINES**

All timelines and deadlines as set out in the Settlement Agreement, or by the Claims Administrator (in case of the deficiency periods) must be strictly abided by, failure of which will result in the denial of the claim and/or reconsideration.

<b>Claims Deadline</b>	The final date on which claims can be received for consideration by the Claims Administrator for eligibility and payment from the Settlement Fund
<b>Claims Period</b>	9 months from the Claims Deadline

<sup>3</sup> See Psychological Harm List above

<sup>4</sup> See Psychological Harm List above

<sup>5</sup> Experiences at GCC include those listed in the Physical Harm List above



<b>Deficiency Deadline</b>	90 days, (or such longer time as the Claims Administrator may allow), from receipt of the Deficiency Letter to cure any such deficiencies and submit a complete claim for consideration
<b>Supplementary Deadline</b>	All supplemental information for claims and further submissions must be provided to the Claims Administrator no later than the Claims Period end (9 months following the Claims Deadline)
<b>Claim Determination Period</b>	6 months from the Deficiency Deadline
<b>Reconsideration Requests</b>	30 days from the receipt of the Determination Letter
<b>Reconsideration Period</b>	90 days from the receipt of the Reconsideration Requests