

To Anyone Who Attended the Ernest C. Drury School for the Deaf, the Sir James Whitney School for the Deaf, and the Robarts School for the Deaf

A court authorized this notice. You are not being sued.

- A class action on behalf of students of the Ernest C. Drury School for the Deaf (“Drury”), the Sir James Whitney School for the Deaf (“Whitney”), and the Robarts School for the Deaf (“Robarts”) and their predecessors (collectively, the “Schools”), has now settled.
- If you attended Drury at any time between September 1, 1963 and August 23, 2016, Whitney between September 1, 1938 and August 23, 2016, or Robarts between September 1, 1973 and August 23, 2016, please read this notice. **If you know a former student please share this information with them.**
- The Province of Ontario and the plaintiff have agreed to a \$15 million Settlement, including legal fees, disbursements and applicable taxes, which will be deducted from the Settlement amount.
- There will be a court hearing on **April 30, 2018** in Toronto to decide whether the Settlement of the lawsuit and lawyer’s fees should be approved.
- There is no money available now. If the court decides after April 30, 2018 that the settlement should be approved and you are part of the lawsuit, you can then make a claim.
- If you wish to make a claim and you support the settlement, you do not have to do anything right now. If the settlement is approved, further notice will be sent out telling you how to make a claim.
- If you want to object to the Settlement, you have to send your objection by **April 9, 2018**.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....Page 3

1. Why is there a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Who is included in the lawsuit and settlement?
5. Is there any money available now?

THE LAWYERS REPRESENTING YOU.....Page 4

6. Do I have a lawyer in the case?
7. How will the lawyers be paid?

THE SETTLEMENT BENEFITS.....Page 5

8. What does the Settlement provide?
9. How much will my payment be?
10. What is a Serious Sexual Assault?
11. What is a Serious Physical Injury?
12. When will I receive my payment?
13. What am I giving up in the Settlement?
14. Can I remove myself from the Settlement?
15. Does the Settlement impact my current placement or my eligibility for social assistance programs?

HOW TO RECEIVE A PAYMENT.....Page 7

16. How can I receive a payment?
17. How will payments be calculated?
18. What if my claim is denied?
19. What if I disagree with my payment amount?

OBJECTING TO THE SETTLEMENT.....Page 8

20. How do I tell the Court if I do not like the Settlement?

THE APPROVAL HEARING.....Page 9

21. When and where will the Court decide whether to approve the Settlement?
22. Do I have to attend the hearing?
23. May I speak at the hearing?

GETTING MORE INFORMATIONPage 9

24. How do I get more information?

BASIC INFORMATION

1. Why is there a notice?

The Ontario Superior Court of Justice (the “Court”) authorized this notice because you have a right to know about the proposed Settlement and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

A judge of the Ontario Superior Court of Justice is currently overseeing this case. The case is known as *Welsh v Her Majesty the Queen in the Right of Ontario*, Court File No. CV-15-53404200CP. The person who sued is called the Plaintiff. The Province of Ontario is the Defendant.

2. What is this lawsuit about?

The lawsuit says the Province of Ontario failed to properly care for and protect people who attended and resided at Drury, Whitney and Robarts. The lawsuit says that the students were emotionally, physically, and psychologically traumatized by their experiences at the school. The Province of Ontario denies these claims.

If you are having a difficult time dealing with these issues, you can call 1-855-823-0656 (TTY: 1-877-627-7027) for assistance.

3. Why is this a class action?

In a class action, one person called the “representative plaintiff” sues on behalf of people who have similar claims. All of these people are a “class” or “class members.” The court resolves the issues for all class members in one case, except for those who already removed themselves from the class, or who have received compensation and signed a separate release in a separate legal proceeding.

The representative plaintiff in this case is Christopher Welsh. Mr. Welsh attended Drury from 1964 until 1971 and Robarts from 1972 to 1976.

4. Who is included in the Settlement?

You are included in the Class if:

- you attended or resided at Drury or its predecessor as students from September 1, 1963 to August 23, 2016;
- you attended or resided at Whitney or its predecessor as students from September 1, 1938 to August 23, 2016;

- you attended or resided at Robarts or its predecessor as students from September 1, 1973 to August 23, 2016; or
- you are an estate trustee for a person who was a student at one of the Schools during the time periods described above and that person was living on or after August 10, 2013.

The Settlement includes people who are in the Class.

Please note that while spouses, children, grandchildren, parents, grandparents or siblings of someone who attended or was in residence at one or more of the Schools between March 31, 1978 and August 23, 2006 were included in the class separately, there is no compensation available for such spouses, children, grandchildren, parents, grandparents or siblings in the Settlement.

If you are not sure whether you are included in the Settlement, you may call 1-855-823-0656 (TTY: 1-877-627-7027) with questions or visit www.SchoolsfortheDeafClassAction.ca. You may also write with questions to Schools for the Deaf Settlement, 3-505, 133 Weber Street North, Waterloo, Ontario, N2J 3G9 or by email at Schoolabuseclassaction@Crawco.ca.

5. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether the Settlement should be approved. If the Settlement is approved, you will be notified about how to make a claim.

THE LAWYERS REPRESENTING YOU

6. Who are the lawyers for the Plaintiffs?

The Court has appointed Koskie Minsky LLP from Toronto to represent you and other Class Members as “Class Counsel.” You will not be personally charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

7. How will the lawyers be paid?

Class Counsel will not be paid until the Court declares that the fees being paid are fair and reasonable. Class Counsel will ask for fees of no more than 25% of the settlement amount, plus applicable taxes.

All payments to the class members will come from the settlement, after payment of the legal fees, tax and a mandatory payment to the Class Proceedings Fund.

The Court will decide the amount of payment to be paid out of the settlement funds.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to eligible class members. The Province has agreed to pay \$15 million to a Settlement Fund to make payments to eligible class members, as well as to pay for legal fees and expenses.

More details are in a document called the Settlement Agreement, which is available at www.Schoolsforthedeafclassaction.ca.

9. How much will my payment be?

The amount of your payment will depend on the level of harm you suffered. The maximum available compensation is \$45,000.

The Claims Administrator will determine the amount of compensation provided to claimants based on categories of harm set out in the Settlement Agreement. The claims process is confidential and no claimant will be required to testify in court or be cross-examined.

The settlement will compensate people for sexual and physical abuse. The chart below outlines the categories of harm that will be compensated in the Settlement starting with the most serious level of harm.

CATEGORY OF ABUSE	DESCRIPTION OF ABUSE
Level 3 sexual assault	<ul style="list-style-type: none"> One or more incidents of Serious Sexual Assault
Level 2 sexual assault	<ul style="list-style-type: none"> Repeated non-consensual sexual touching or other non-consensual sexual behavior that is not a Serious Sexual Assault
Level 1 sexual assault	<ul style="list-style-type: none"> Any non-consensual sexual touching or other non-consensual behavior that is not a Serious Sexual Assault
Level 3 physical assault	<ul style="list-style-type: none"> One or more physical assaults causing a Serious Physical Injury
Level 2 physical assault	<ul style="list-style-type: none"> One or more physical assaults not causing a Serious Physical Injury, but resulting in an observable injury such as a black eye, bruise, or laceration
Level 1 physical assault or other wrongful acts	<ul style="list-style-type: none"> One or more physical assaults not causing a Serious Physical Injury and not resulting in an observable injury Repeated, persistent, and excessive wrongful acts constituting demeaning behaviour, humiliation, or excessive physical punishment

If the class member's claim provides a description of harm for more than one level within a category, the Claims Administrator will automatically select the most serious level for which the class member is qualified.

10. What is a Serious Sexual Assault?

A Serious Sexual Assault is non-consensual oral, vaginal, or anal penetration or attempted non-consensual oral, vaginal or anal penetration.

11. What is a Serious Physical Injury?

A Serious Physical Injury is a physical injury that led to (or should have led to):

- Hospitalization or serious medical treatment by a physician;
- Permanent or demonstrated long-term physical injury, impairment or disfigurement;
- Loss of consciousness;
- Broken bones; or
- A serious but temporary incapacitation such that bed rest or infirmity care for several days duration was required.

12. When will I receive my payment?

Class Members who are entitled to payments will receive their payments after all claims are assessed. Before anyone can apply or be assessed, the Court must decide whether to grant approval of the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time.

13. What am I giving up in the Settlement?

Unless you previously excluded yourself from the Settlement, or have received compensation and signed a release in a separate legal proceeding, once the Settlement becomes final, you will give up your right to sue the Province for the claims being resolved by the Settlement. You will be “releasing” the Province and all related people as described in the Settlement Agreement.

The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. The Settlement Agreement is available at www.Schoolsforthedeafclassaction.ca. If you have any questions you can talk to Koskie Minsky LLP or you can, of course, talk to your own lawyer if you have questions about what this means.

14. Can I remove myself from the Settlement and this Lawsuit?

No. The deadline to remove yourself from the class action was September 1, 2017. If you previously removed yourself from the action, you cannot receive a payment from this Settlement. However, you may still file an objection if you are a member of the class (see Question 20).

15. Does the Settlement impact my current placement or my eligibility for social assistance programs?

No. The Settlement does not impact the current placement for any members who receive community or residential developmental services funded by the Province. Any payment you may receive will not affect your eligibility for (or the amount, nature, and/or duration of) social assistance programs administered by the Province. This includes, but is not limited to, the Ontario Disability Support Program.

HOW TO RECEIVE A PAYMENT

16. How can I receive a payment?

To receive a payment from the Settlement you must make a claim. You can only make a claim under the Settlement if the Settlement is approved by the Court. If the Settlement is approved, to ask for a payment, simply complete and submit the required claim form. Any claims will be assessed by the Claims Administrator. Class Members will not need to testify in Court, but for certain claims a sworn affidavit and supporting documentation will be required.

If the Settlement is approved after April 30, 2018, claim forms will be available at www.SchoolsfortheDeafClassAction.ca or by calling 1-855-823-0656 (TTY: 1-877-627-7027).

If a Class Member lacks capacity to complete a claim form then it may be completed by the Class Member's parent or litigation guardian or the Public Guardian and Trustee.

17. How will payments be calculated?

The Claims Administrator will review your claim form and determine if you qualify for a payment. If you do, then the Claims Administrator will determine your payment amount based on the level of harm you suffered.

The maximum level of compensation for the most serious harm is \$37,500, and if funds are left over the maximum amount will be increased to \$45,000. The Claims Administrator will review the information provided by the Class Member in accordance with the chart set out above in Question 9.

The actual amount available for each eligible Class Member will not be determined until after all Claims Forms have been received.

If there is any money left over, the remaining money will be returned to Ontario.

The Settlement Agreement has more detail about how payments will be determined.

Any claims of harm that happened before September 1, 1963 will be given half the weight than if the harm occurred after September 1, 1963. This as a result of a compromise between the Plaintiff and the Province for claims that occurred before the passing of the *Proceedings*

Against the Crown Act, on September 1, 1963. Before the passing of the *Proceedings Against the Crown Act*, certain types of claims could not be made against the Crown.

18. What if my claim is denied entirely?

If your claim is denied in its entirety, the Claims Administrator will mail or email you a letter. You can ask the Claims Administrator to reconsider its decision, within 21 days of the Claims Administrator's letter denying the claim in its entirety.

19. What if I disagree with my payment amount?

Payment amounts will be determined by the Claims Administrator. Class Members cannot dispute the payment amounts or categories once their claims have been submitted.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I do not like the Settlement?

You can object to the Settlement if you don't like some part of it. The Court will consider your views. To object, you must submit an objection that includes the following:

- your name, address, and telephone number;
- a statement saying that you object to the Schools for the Deaf Settlement in *Welsh v Her Majesty the Queen in the Right of Ontario*, Court File No. CV-15-53404200CP; and
- the reasons you object to the settlement, along with any supporting materials.

You can submit an objection by mail, E-mail or by phone.

You must submit your objection to:

Schools for the Deaf Settlement
3-505, 133 Weber Street North
Waterloo, Ontario, N2J 3G9
E-mail: Schoolabuseclassaction@crowco.ca
Phone: 1-855-823-0656 (TTY: 1-877-627-7027)

THE APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you do not have to. American Sign Language interpreters will be in the courtroom to assist.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold an Approval Hearing at 11:00 a.m. on **April 30, 2018 at the Superior Court of Justice in Toronto, Ontario**, located at 130 Queen Street West. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.SchoolsfortheDeafClassAction.ca, or by calling 1-855-823-0656 (TTY: 1-877-627-7027) in advance if you are planning to attend.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and in the best interests of the classes. If there are objections, the Court will consider them and may listen to class members who have asked to speak at the hearing. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. However, you or your own lawyer are welcome to attend at your own expense. American Sign Language interpreters will be in the courtroom to assist. If you send an objection, you do not have to come to Court to talk about it. As long as you sent your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Approval Hearing. American Sign Language interpreters will be in the courtroom to assist.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.SchoolsfortheDeafClassAction.ca.

You can also send your questions to Schools for the Deaf Settlement, 3-505, 133 Weber Street North, Waterloo, Ontario, N2J 3G9 or by email at: Schoolabuseclassaction@crowco.ca.

You may also call toll-free 1-855-823-0656 (TTY: 1-877-627-7027).