

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

N°: 500-06-000743-159

BETWEEN:

BENEDICT MATTHEW BISSONNETTE
(hereinafter the "Plaintiff" or the "Class Representative")

-and-

CITY OF WESTMOUNT
(hereinafter the "Defendant")

SETTLEMENT AGREEMENT & TRANSACTION

Art. 590 Code of Civil Procedure and Art. 2631 Civil Code of Québec

PREAMBLE AND RECITALS

WHEREAS a Motion to Institute a Class Action and to Obtain the Status of Representative dated June 5, 2015 and amended on July 28, 2015 was filed by the Plaintiff against the Defendant in the Québec Superior Court File N° 500-06-000743-159 (hereinafter the "**Motion to Institute Class Proceedings**");

WHEREAS the Plaintiff will seek permission to amend the Motion to Institute Class Proceedings to define the class as follows:

*"All persons who, from 1953 to 1987, were sexually abused by John Garland while participating in the sports or recreation programs offered by the City of Westmount" (the "**Class**")*

WHEREAS arm's length settlement negotiations have taken place between the Parties and their respective counsel;

WHEREAS pursuant to those negotiations, the Defendant has agreed to consent to the authorization of the Class Action for the sole purpose of implementing the present Agreement;

WHEREAS pursuant to the negotiations, the Class Representative and the Defendant have agreed to enter a Settlement Agreement & Transaction (the "**Agreement**") to resolve the Class Action;

WHEREAS the Defendant, notwithstanding its consent to this Agreement, denies any liability or wrongdoing arising out of the claims asserted against it in the Motion to Institute Class Proceedings;

WHEREAS, having conducted a thorough and strictly confidential internal investigation of the facts alleged, the findings of which investigation have been shared with the Class Representative, the Defendant denies having any knowledge or awareness of the incidents of abuse at the time they were committed or at any time prior to them being brought to the Defendant's attention via service of the Motion to Institute Class Proceedings;

WHEREAS the Defendant has nonetheless agreed to pay the Total Settlement Fund stipulated herein to settle all claims of Class Members in accordance with the admissibility criteria described herein, including all Adjudicative Costs, Notice Costs, and the Class Counsel Fee;

WHEREAS the parties have concluded that the Agreement is fair, reasonable, and in the best interests of Class Members based on an analysis of the facts and the law, taking into account the extensive burdens, delays and expense of litigation and appeals, as well as the fair, rapid, cost-effective and assured method provided in the Agreement for resolving the claims of Class Members;

WHEREAS the parties recognize the desire of Class Members to keep their identity confidential and have designed a streamlined, discreet, and confidential way for them to submit a claim under the Agreement;

IN CONSIDERATION of the covenants, agreements and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **THE PARTIES**, by and through their respective counsel, **AGREE AS FOLLOWS:**

SECTION 1 - DEFINITIONS

For the purposes of interpreting the Agreement, including without limitation its Preamble, Recitals and its Schedules:

"Additional Compensation" means an amount in addition to the Base Compensation, payable to Class Members that have filed an Admissible Claim and have opted for Additional Compensation. This amount will be determined in accordance with the criteria set forth in the Compensation Grid (**Schedule G**) and the formula set by paragraph 10.4;

"Adjudicative Costs" means all fees, expenses, costs, or disbursements of the Adjudicator, plus any applicable taxes;

"Adjudicator" means the person mutually designated by the parties, or failing an agreement between the parties, appointed by the Court, to adjudicate the Claims of Class Members pursuant to the terms of the Agreement;

"Admissible Claim" means a claim filed by a person whose name is on the List of Pre-Approved Claimants, or by a Class Member that **a)** contains a duly completed Claim Form; **b)** has been filed before the expiry of the Claim Deadline; and **c)** has been deemed admissible by the parties, or if they cannot agree, by the Adjudicator;

"Approval Hearing Order" means an order of the Court authorizing the Motion to Institute Proceedings for the sole purpose of this Agreement and approving the Notice of Approval Hearing;

"Approval Order" means an order of the Court approving the Agreement without amendment, appointing the Adjudicator, and approving the Notice of Settlement Approval;

"Base Compensation" means the amount of \$35,000 payable to all Class Members that have filed an Admissible Claim. This amount may be increased in accordance with paragraph 10.5 if one or more eligible Class Members receive the maximum amount of Additional Compensation;

"Claim" means any and all manner of claims, actions, demands for payment, causes of action, lawsuits, judicial demands, damages (whether compensatory or punitive) whenever incurred, liabilities of any nature whatsoever, including interest, costs and expenses, fines, penalties or any other claim of any nature whatsoever, whether past, present or future;

"Claim Form" means the document that Class Members must complete and submit, along with the required supporting documentation, in order to claim compensation under the Agreement, as set out in **Schedule F** hereto;

"Claim Deadline" means the date that is ninety (90) days after the date on which the Notice of Settlement Approval, or the Revised Notice of Settlement Approval, as the case may be, is disseminated;

"Claimant" means a Class Member who has submitted a Claim Form as set forth herein;

"Class Action" means the action to be instituted by the Plaintiff in the court file bearing N^o: 500-06-000743-159, once authorized by the Court for the sole purpose of this Agreement as per paragraph 2.1;

"Class Counsel" means the law firm of Trudel Johnston & Lespérance ("**TJL**");

"Class Counsel Fee" means all legal and professional fees and disbursements of Class Counsel, including all applicable taxes, as approved by the Court;

"Class Member" means any person who, from 1953 to 1987, was sexually abused by John Garland while participating in the sports or recreation programs offered by the City of Westmount, including the estate of any such person who may now be deceased;

"Compensation Grid" means the document setting out the criteria for awarding points for Additional Compensation to eligible Claimants as set out in **Schedule G** hereto;

"Court" means the Superior Court of Québec;

"Decision" means the written determination made by the Adjudicator regarding a Class Member's admissibility or appeal from a Determination of Additional Compensation;

"Defence Counsel" means the law firm of Irving Mitchell Kalichman, LLP ("**IMK**");

"Determination of Additional Compensation" means the written determination made by the TJL Internal Adjudicator regarding Class Members who have filed Admissible Claims opting for Additional Compensation;

"Final Order" means an Approval Order in respect of which the time to appeal has expired without any appeal being taken, or in respect of which there has been a final disposition of all appeals without any reversal or amendment of the Approval Order;

"List of Pre-Approved Claimants" means the confidential document setting out the names and stories of Class Members who have already come forward and have been deemed admissible by the parties;

"Notice Costs" means all fees, expenses, costs, disbursements or taxes incurred or payable for the dissemination of the Notice of Approval Hearing, the Notice of Settlement Approval, and those of any Revised Notices if necessary;

"Notice of Approval Hearing" means the Court-approved notice to be provided to Class Members, in accordance with paragraph 4.1, to advise them of the following information:

- i. the authorization of the Class Action for the sole purpose of implementing the present Agreement;
- ii. the principal elements of the Agreement;
- iii. the date of the hearing for the approval of the Agreement; and
- iv. the process by which they may opt-out of the Class Action or object to the Agreement,

as set out in **Schedule A** hereto;

"Notice of Settlement Approval" means the Court-approved notice to be provided to Class Members, in accordance with paragraph 4.2, to advise them of the following information:

- i. the date of the approval of the Agreement; and
- ii. the process by which they may submit a claim under the Agreement,

as set out in **Schedule C** hereto;

“Opt-out” means the valid submission by a Class Member of a duly completed and signed Opt-out Form on or prior to the Opt-out Deadline. A Class Member may revoke this opt-out by submitting a Claim Form before the Claim Deadline, as provided for in paragraph 5.2;

“Opt-out Deadline” means the period of sixty (60) days after the date on which the Notice of Approval Hearing, or the Revised Notice of Approval Hearing as the case may be, is disseminated;

“Opt-out Form” means the form as set out in **Schedule B**;

“Parties” means the Plaintiff, Benedict Matthew Bissonnette, and the Defendant, the City of Westmount;

“RAMQ Settlement and Release Agreement” means the document provided by Class Members and signed by the *Régie de l'assurance maladie du Québec* in the form attached hereto as **Schedule H**;

“Released Claims” means any Claim which any Class Member may have in connection with the facts alleged in the Motion to Institute Class Proceedings and/or the Class Action;

“Released Parties” means the City of Westmount as well as its predecessors and successors and all of its past, present and future mayors, aldermen and councillors, directors-general, directors, officers, representatives, agents, employees, insurers, legal assigns and lawyers;

“Revised Approval Order” means an order of the Court approving the Revised Settlement Agreement without amendment, appointing the Adjudicator and approving the Revised Notice of Settlement Approval;

“Revised Notice of Approval Hearing” means the Court approved notice to be provided to the Class Members, in the same manner as stipulated in paragraph 4.1, to advise them of the following information:

- i. the authorization of the Class Action for the sole purpose of implementing the Revised Settlement Agreement;
- ii. the principal elements of the Revised Settlement Agreement;
- iii. the date of the hearing for the approval of the Revised Settlement Agreement; and
- iv. the process by which they may opt-out of the Class Action or object to the Revised Settlement Agreement,

as will be set out in the Revised Settlement Agreement;

“Revised Notice of Settlement Approval” means the Court approved notice to be provided to the Class Members, in the same manner as stipulated in paragraph 4.2, to advise them of the following information:

- i. the date of the approval of the Revised Settlement Agreement; and
- ii. the process by which they may submit a claim under the Revised Settlement Agreement

as will be set out in the Revised Settlement Agreement;

“Revised Settlement Agreement” means the revised agreement which the parties may conclude in the event that paragraph 2.5(c) is triggered;

“Sexual abuse” means any Sexual activity which occurred between a Class Member and John Garland;

“Sexual activity” means any touching involving a Class Member, the deliberate displaying of pornography to a Class Member or the exposure of private body parts, which a reasonable person would consider to be occurring for the purpose of John Garland’s sexual gratification;

“TJL Internal Adjudicator” means M^e Gabrielle Gagné, a lawyer at TJL who has not worked on the Class Action and who will make the first Determination of Additional Compensation for all Admissible Claims seeking this form of compensation;

“Total Settlement Fund” means the common fund, capped at a maximum of \$2,500,000 in Canadian funds, paid by the Defendant to resolve the Claims and associated liabilities of all Class Members. The total amount will be determined as a function of the number of admissible Class Members, pursuant to paragraph 2.5 and Section 12. The Plaintiff must use the common fund to pay all Adjudicative Costs, all Notice Costs, the Class Counsel Fee, and all compensation to be distributed to admissible Class Members.

SECTION 2 – CONSENT TO AUTHORIZATION, SETTLEMENT APPROVAL AND PAYMENT OF THE TOTAL SETTLEMENT FUND

- 2.1. The Defendant consents to the Motion to Institute Class Proceedings being authorized by the Court as a Class Action, to the appointment of the Plaintiff as Class Representative and to the appointment of Class Counsel, the whole without costs, for the sole purpose of implementing the present Agreement and without any admission of liability whatsoever as set forth in the Agreement.
- 2.2. Upon execution of the Agreement, the Plaintiff will bring a motion before the Court seeking the authorization of the Class Action for settlement purposes and permission to disseminate a Notice of Approval Hearing.
- 2.3. After the Court approves the Notice of Approval Hearing, the Plaintiff will bring a motion to obtain an Approval Order.

- 2.4. The Agreement shall become effective on the date on which the Approval Order becomes a Final Order.
- 2.5. The Defendant shall pay an amount in Canadian funds, which will constitute the Total Settlement Fund, to be determined according to the number of Class Members who submit Admissible Claims, as follows:
- a) If there are between one (1) and ten (10) Admissible Claims, the Defendant will pay the amount of \$1,000,000;
 - b) If there are between eleven (11) and twenty-five (25) Admissible Claims, the Defendant will pay an additional amount of \$100,000 per Admissible Claim over and above ten (10), up to a maximum total amount of \$2,500,000;
 - c) If there are more than twenty-five (25) Admissible Claims, the Parties undertake to reopen settlement discussions and agree to negotiate, in good faith, a Revised Settlement Agreement, including a higher amount for the Total Settlement Fund. In the event no Revised Settlement Agreement is reached, the Agreement shall become null and void.
- 2.6. The Defendant shall pay the Total Settlement Fund, as provided for in paragraph 2.5 above (less the RAMQ holdback provided for in paragraphs 12.1 and 12.2) to Class Counsel in trust, within a delay of seventy-two (72) hours from the date on which the admissibility of all Claimants has been determined by the parties or the Adjudicator where necessary.
- 2.7. As of the date the Total Settlement Fund is disbursed by the Defendant to Class Counsel as provided in paragraph 2.6, the Defendant shall not be liable in any manner whatsoever to whomever for any delay in the disbursement, distribution or payment of the Total Settlement Fund, including the amounts referred to in Section 10.
- 2.8. Within five (5) days from the date the Total Settlement Fund is disbursed by the Defendant to Class Counsel as provided in paragraph 2.6, Class Counsel and the Class Representative will execute a Declaration of Satisfaction of Judgment stipulating that the Defendants have satisfied all their obligations under the Agreement.

SECTION 3 - EFFECT OF NON-APPROVAL OR OF THE TRIGGERING OF PARAGRAPH 2.5(c)

- 3.1. In the event that the Court does not approve the Agreement in its entirety, the Parties reserve the right to amend the Agreement in writing.
- 3.2. If the Agreement, whether or not amended, is ultimately not approved by the Court:

- a) the Agreement shall be null and void and shall have no force or effect and no party to the Agreement shall be bound by any of its terms except those of this Section;
 - b) the Agreement, and all negotiations, statements and proceedings relating to the Agreement shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately before the Agreement except for the Notice Costs which will be split by the parties; and
 - c) the Agreement and the negotiations shall not constitute an admission of liability and shall not be used in any proceedings.
- 3.3. In the event that paragraph 2.5(c) is triggered, the delay(s) to accomplish anything under the Agreement shall be suspended for the duration of the negotiation period and shall only begin to run anew within twenty (20) days from the issuance of a Revised Approval Order.

SECTION 4 – PUBLIC AND PRIVATE STATEMENTS TO CLASS MEMBERS

- 4.1. The Notice of Approval Hearing (and where applicable, the Revised Notice of Approval Hearing) shall be in the form set out in **Schedule A** hereto (or in such other form as may be approved by the Court). Within seven (7) days of the Court issuing an Approval Hearing Order, the Notice shall be disseminated as follows:
- a) Class Counsel shall send the Notice by e-mail to Class Members who have provided them with their contact information;
 - b) The Parties will hold a joint press conference and issue a joint press release, as set out in **Schedule D**, to announce the Settlement to Class Members and the public. The parties reserve the right to make these two public statements before the Notice of Approval Hearing is issued if they deem necessary.
 - c) Class Counsel shall disseminate the Notice of Approval Hearing:
 - i. via a Facebook advertisement campaign;
 - ii. on the Class Counsel's website;
 - iii. on the class action registry of the Court; and
 - iv. on the class action registry of the Canadian Bar Association.
- 4.2. The Notice of Settlement Approval (and where applicable, the Revised Notice of Settlement Approval) shall be in the form set out in **Schedule C** hereto (or in such other form as may be approved by the Court). Within seven (7) days from

the date on which the Approval Order becomes final, the Notice shall be disseminated as follows:

- a) Class Counsel shall send the Notice by e-mail to Class Members who have provided Class Counsel with their contact information; and
 - b) Class Counsel shall disseminate the Notice:
 - i. via a Facebook advertisement campaign;
 - ii. on the Class Counsel's website;
 - iii. on the class action registry of the Court; and
 - iv. on the class action registry of the Canadian Bar Association.
- 4.3. The Notice Costs shall be advanced by the Plaintiff and paid from the Total Settlement Fund, pursuant to the terms of Section 10.
- 4.4. Within five (5) days from the expiry of the deadline for submitting written objections to the Settlement Agreement, as set forth in the Notice of Approval Hearing, Class Counsel shall aggregate any and all written objections received and shall file all such objections with the Court, while keeping the identity of those who have made written objections confidential, and provide copies to Defence Counsel.
- 4.5. After the admissibility of each Class Member has been determined, the Defendant shall address and provide a letter of apology, substantially in the form attached as **Schedule E** to the Agreement and customized as the circumstances may require, to each Class Member that has filed an Admissible Claim.

SECTION 5 – OPTING-OUT

- 5.1. Class Members who wish to exclude themselves from the Class Action once it is authorized, and thereby from the terms of this Agreement, shall send a duly completed and signed Opt-out Form, as set out in **Schedule B**, to Class Counsel and the Clerk of the Superior Court of Quebec by the Opt-out Deadline. Class Counsel shall forthwith upon receipt provide a copy of all Opt-out Forms to Defence Counsel. Such Opt-outs shall not be effective unless the Opt-out Form is received by Class Counsel by the Opt-out Deadline. An Opt-out Form shall be deemed to be submitted before the Opt-out Deadline if it is received by Class Counsel before the expiry of the Opt-out Deadline. The fax receipt confirmation, the e-mail receipt confirmation or the signed and dated acknowledgement of receipt shall constitute sufficient evidence of the date of receipt.
- 5.2. If a Class Member who opted-out submits a Claim Form before the Claim Deadline, the opt-out shall be deemed revoked, and the Class Member will be able to participate in the Agreement.

- 5.3. At the Claim Deadline, Class Members who have validly Opted-out shall be excluded from the terms of this Agreement and from any and all rights and obligations under this Agreement. These Class Members shall, as provided by law, retain the right, insofar as such right does exist, to commence and/or continue individual proceedings against the Defendant, but shall be barred from commencing any proceedings as a class representative or participating in a class proceeding as a class member against the Released Parties or any other parties who could claim contribution or indemnification from the Released Parties.
- 5.4. At the Claim Deadline, Class Members who have not validly Opted-out shall be deemed to have elected to participate in this Agreement, and shall be bound by this Agreement and all related Court orders. These Class Members shall be forever barred from commencing any proceeding, including without limitation initiating a proceeding as a class representative or participating in a class proceeding as a class member, against the Released Parties or any other parties who could claim contribution or indemnification from the Released Parties.
- 5.5. Notwithstanding the above, if the Plaintiff opts-out, the Defendant shall have the right to annul the Agreement. The Defendant shall exercise this right no later than five (5) days before the Approval Hearing as set by the Court and confirmed in the Notice of Approval Hearing (Schedule A), failing which this right shall be extinguished.
- 5.6. Moreover, notwithstanding the above, if five (5) or more Class Members have validly Opted-out by the Opt-out Deadline, the Defendant shall have the right to annul the Agreement. The Defendant shall exercise this right no later than five (5) days before the Approval Hearing as set by the Court and confirmed in the Notice of Approval Hearing (Schedule A), failing which this right shall be extinguished.
- 5.7. In the event the Defendant elects to annul the Agreement pursuant to paragraphs 5.5 or 5.6, the effect of such annulment shall be the same as the non-approval of the Agreement and the Parties will be governed by the terms and conditions of paragraph 3.2.

SECTION 6 – THE ADJUDICATOR

- 6.1. Subject to the Court's approval, the Parties will mutually designate an Adjudicator to determine the admissibility of a claim where necessary and resolve any appeal brought by a member from a Determination of Additional Compensation. Failing an agreement between the Parties, the Court will appoint the Adjudicator.
- 6.2. The Adjudicator shall be a member of the Bar of Québec with at least fifteen (15) years of experience and preferably a former or retired member of the judiciary (Court of Québec, Superior Court of Québec, or Québec Court of Appeal).

- 6.3. The Decisions of the Adjudicator on a Claim's admissibility or on an Appeal from a Determination of Additional Compensation shall be final, binding and will not be subject to an appeal. Every Decision shall remain confidential.
- 6.4. The Adjudicator shall enjoy the same immunity as judges of the Superior Court of Québec with respect to any action carried out in the course of the execution of his mandate under the Agreement.
- 6.5. The Adjudicator shall act according to the terms of the Agreement, the Claim Form set out in **Schedule F** and the Compensation Grid set out in **Schedule G**. He shall sign and adhere to a confidentiality agreement with respect to his mandate under the Agreement.
- 6.6. In the event that the Adjudicator is unable to continue to act for any reason, a substitute Adjudicator shall be appointed, subject to the approval of the Court.
- 6.7. Class Counsel and Defence Counsel shall have access to all information maintained by the Adjudicator regarding Class Members. Any and all such information shall remain confidential.

SECTION 7 - CONFIDENTIALITY OF CLASS MEMBER INFORMATION

- 7.1. All authorized persons agree to keep any information provided by or regarding a Class Member or otherwise obtained pursuant to the Agreement, strictly confidential and to not disclose this information, directly or indirectly, to any unauthorized person.
- 7.2. Class Member information will only be used for the purpose of processing Claims under the Agreement and will not be used in any other context. All Class Members shall be deemed to have consented to the disclosure of this information to authorized persons for these purposes.
- 7.3. In order to assess a Claimant's admissibility and provide benefits to admissible Claimants, the following persons will be authorized to access the confidential information:
 - a. Class Counsel (TJL);
 - b. Defence Counsel (IMK): Kurt A. Johnson, Raphaël Lescop and Francis Legault-Mayrand;
 - c. The Defendant's internal counsel: Martin St-Jean and Nicole Dobbie; and
 - d. The Liability Insurer(s) of the Defendant. Each Liability Insurer will have access to the confidential information of Class Members who submit claims, but only those that arise during the time period covered by their respective policy(ies).

- 7.4. If a Claimant cannot provide documentation or memorabilia to confirm that he participated in a City of Westmount Sports or Recreation program, the Defendant's archivists, Anthony Chiasson and Kayleigh Girard, will be authorized to access the information of a Claimant so that the Defendant can verify the Claimant's admissibility.
- 7.5. The Adjudicator will only be authorized to access a Claimant's information if he is called upon to resolve a dispute as to admissibility or an appeal from a Determination of Additional Compensation.
- 7.6. If paragraph 2.5(c) is triggered and the parties are unable to reach a Revised Settlement Agreement, all authorized persons except Class Counsel will destroy all the information of all Claimants in their possession.
- 7.7. The Defendant further undertakes to take measures to protect the personal information of Class Members from disclosure under any applicable law or statute.

SECTION 8 – CLAIM SUBMISSION AND ADMISSIBILITY

- 8.1. In order to obtain compensation under the Agreement, a Class Member must submit a Claim Form to Class Counsel before the expiry of the Claim Deadline. A Claim Form shall be deemed to be submitted on time if it is received by Class Counsel before the expiry of the Claim Deadline. The fax receipt confirmation, the e-mail receipt confirmation or the signed and dated acknowledgement of receipt shall constitute sufficient evidence of the date of receipt.
- 8.2. Any Class Member who fails to submit a Claim Form to Class Counsel prior to the Claim Deadline shall be prohibited from making any claim against the Released Parties in connection with the Released Claims and from receiving any compensation pursuant to the Agreement.
- 8.3. The Claim Form must include the information and documents required by **Schedule F** and a sworn statement from the Claimant as to the truth and correctness of their Claim.
- 8.4. Within forty-eight (48) hours from the receipt of each Claim Form, Class Counsel shall remit to Defence Counsel a copy of the Claim Form, so that the Defendant may express its point of view as to the claim's admissibility.
- 8.5. The Defendant will inform Class Counsel of its point of view on the admissibility of a claim within thirty (30) days from the receipt of each Claim Form.
- 8.6. For the purposes of filing a claim under the Agreement, no Claimant will be deemed inadmissible or considered ineligible to receive any compensation set forth in the Agreement on the basis of a prescription period or any other defence.

- 8.7. If the Class Member's name is not on the List of Pre-Approved Claimants, the Defendant may object to the admissibility of a claim on the grounds that a Claimant is not a Class Member, the Claimant has failed to provide the information or documents required by Part 2 of the Claim Form, or the claim has been filed after the Claim Deadline.
- 8.8. If the Class Member's name is on the List of Pre-Approved claimants, the Class Member must submit a Claim Form but does not have to complete Part 3. The Defendant may object to the admissibility of such a claim only on the grounds that the claim was filed after the Claim Deadline or that the Claimant has failed to provide the information or documents required by Part 2 of the Claim Form.
- 8.9. If a claim is regarded as non-admissible by the Defendant because the Claimant failed to provide a complete Claim Form or where any required information or documentation is incomplete or missing, Class Counsel shall within seventy-two (72) hours contact the Claimant, with efforts to preserve the confidentiality of their claim, to indicate the deficiencies in their claim and to give the Claimant the chance to correct them within thirty (30) days of such written request, failing which the Claimant will not be able to receive any compensation under the Agreement. In order to address the concerns of Defence Counsel, Class Counsel may also give the Claimant thirty (30) days to provide a short summary of his story or the sworn statement of a witness who can confirm his admissibility.
- 8.10. If the Parties disagree on the admissibility of a claim, they may submit the issue to the Adjudicator for determination. In deciding the admissibility of a claim, the Adjudicator must base his decision exclusively on the written submissions of the Parties, the Claim Form, and any supporting documentation. The Adjudicator does not have jurisdiction to hear any other evidence or to extend the thirty (30) day delay mentioned in paragraph 8.9.
- 8.11. The Adjudicator will issue his decision on the admissibility of a claim within fifteen (15) days from the receipt of each disputed Claim Form. If he determines that a Claim is inadmissible, he will provide a short summary decision that indicates the reasons for rejection. The Adjudicator will send a copy to Class Counsel and Defence Counsel.

SECTION 9 – CLAIMS FOR ADDITIONAL COMPENSATION

- 9.1. Once a Claim has been deemed admissible under Section 8, Defence Counsel shall not be involved, in any manner whatsoever, in the determination of Additional Compensation for Claimants.
- 9.2. If a Claimant has requested Additional Compensation, his Claim Form and supporting documentation will be sent to the TJL Internal Adjudicator so that she can make a Determination of Additional Compensation. Where she deems it necessary, the TJL Internal Adjudicator may request additional information or

documents. She will conduct her review with a view to providing a fair distribution, among eligible Claimants, of the amount above and beyond Base Compensation, using the point system set forth in the Compensation Grid (**Schedule G**).

- 9.3. Upon completion of her review of all claims for Additional Compensation, the TJL Internal Adjudicator will issue a summary Determination that sets out the number of points awarded, using the form of the Compensation Grid set out in **Schedule G**, and the reason(s) why any points are refused where necessary.
- 9.4. A Class Member may appeal his Determination of Additional Compensation to the Adjudicator, but must inform Class Counsel of the appeal within seven (7) days of receiving it. If an appeal is launched, Class Counsel will remit the Class Member's Claim Form and supporting documents to the Adjudicator within five (5) days of being informed.
- 9.5. The Adjudicator shall issue a summary Decision regarding each appeal of a Determination of Additional Compensation no later than thirty (30) days after receiving the appeal documents from Class Counsel. Where he deems it necessary, the Adjudicator may request additional information or documents from the Claimant. He will conduct his review of all appeals with a view to providing a fair distribution, among eligible Claimants, of the amount above and beyond Base Compensation, using the point system set forth in the Compensation Grid (**Schedule G**).
- 9.6. The Adjudicator's summary Decision must set out the number of points awarded, using the form of the Compensation Grid set out in **Schedule G**, and the reason(s) why any points are refused where necessary. The Adjudicator will send a copy of each Decision to the Claimant and Class Counsel.

SECTION 10 – DISTRIBUTION OF FUNDS

- 10.1. Class Counsel will distribute the Total Settlement Fund as follows:
 - a) the Adjudicative Costs and Notice Costs;
 - b) the Class Counsel Fee, as approved by the Court; and
 - c) the Plaintiff's disbursements, as approved by the Court.
- 10.2. After the payment of the items listed in paragraph 10.1, Class Counsel will then set aside Base Compensation in the amount of \$35,000 for each Class Member that has filed an Admissible Claim.
- 10.3. After the setting aside of Base Compensation for all Admissible Claimants in accordance with paragraph 10.2, the amount remaining in the Total Settlement Fund shall be used to determine the amount of Additional Compensation that each class member will receive.

- 10.4. Class Counsel will set aside Additional Compensation for all eligible Claimants on a *pro rata* basis in accordance with the following formula, up until a maximum amount of \$200,000:

$$\frac{\text{Number of points awarded to the Claimant for Additional Compensation}}{\text{Sum of all points awarded to all Claimants for Additional Compensation}} \times \text{The amount remaining in the Total Settlement Fund as per paragraph 10.3 of the Agreement}$$

- 10.5. If one or more Claimants receive the maximum amount of Additional Compensation, Class Counsel will use the amount still available in the Total Settlement Fund to equally increase the Base Compensation set aside for each Admissible Claimant who have not received the maximum amount of Additional Compensation.
- 10.6. Once it has established the Base Compensation and Additional Compensation to be received by all Admissible Claimants in accordance with paragraphs 10.1 to 10.5, Class Counsel will send a letter to each Class Member indicating the Total Compensation that he obtained with a cheque for that amount and a breakdown that indicates how much he received in Base Compensation and Additional Compensation, and how many points he was awarded for Additional Compensation where applicable.

SECTION 11 – RELEASE

- 11.1. Upon the date at which the Approval Order becomes a Final Order and in consideration of the payment by the Defendant of the Total Settlement Fund, and any other good and proper consideration set out in the Agreement, the sufficiency of which is hereby acknowledged, Class Members, including those who fail to submit a Claim Form to Class Counsel prior to the Claim Deadline, hereby release and forever discharge the Released Parties, from the Released Claims.
- 11.2. Upon the date at which the Approval Order becomes a Final Order and in consideration of the payment by the Defendant of the Total Settlement Fund, Class Members, including those who fail to submit a Claim Form to Class Counsel prior to the Claim Deadline, shall not now or hereafter institute, continue, maintain or assert, whether directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any Claim against any Released Parties in respect of any Released Claim or any matter related thereto.

SECTION 12 – RAMQ HOLDBACK AND THE *FONDS D'AIDE AUX ACTIONS COLLECTIVES*

- 12.1. The Defendant will hold back from the Total Settlement Fund \$2,000 per Admissible Claim in a trust account, unless the Class Member has submitted, with their Claim Form, a Settlement and Release Agreement duly signed by the *Régie de l'assurance maladie du Québec* ("**RAMQ**") in the form attached hereto as **Schedule H**.
- 12.2. When no such Settlement and Release Agreement is provided with the Claim Form, the holdback amount shall be kept in a trust account by Defence Counsel, for a period of three years following the publication of the Notice of Settlement Approval. Upon expiry of this three year period, if the *RAMQ* has not filed a subrogated claim on behalf of any Claimant against the Defendant, the holdback amount shall be remitted to Class Counsel, in trust, for further remittance, on a *pro rata* basis that accounts for the Class Counsel Fee, to each Admissible Claimant. Admissible Claimants must therefore update their contact information with Class Counsel whenever necessary over this three year period and/or until they receive their full and final compensation.
- 12.3. Furthermore, Class Counsel shall remit to the *Fonds d'aide aux actions collectives* ("**Fonds**") any amount that the *Fonds* may have remitted or advanced to them and undertake to hold harmless and defend the Defendant and their liability insurer(s) against any claim made by the *Fonds* in regards to said amounts.
- 12.4. In no circumstances shall the Defendant be liable or responsible for any payment, withholding or remittal of any amount whatsoever to the *Fonds*. Class Counsel agree to assume the defense, hold harmless and indemnify the Defendant with respect to any Claim from the *Fonds* in relation to this Agreement, whether based under contract, statute, including the *Act respecting the Fonds d'aide aux actions collectives*, R.S.Q., ch. F-3.2.0.1.1 and the regulations enacted thereunder, or otherwise.

SECTION 13 – MEMORIAL TO CLASS MEMBERS

- 13.1. The City agrees to designate a garden in the vicinity of the Westmount Recreation Centre to commemorate Class Members, with a view to drawing continued attention to and fostering increased awareness of the important issue of childhood sexual abuse. The Parties agree to work together in good faith following implementation of this Agreement to work out the remaining details for the memorial garden.

SECTION 14 - MISCELLANEOUS PROVISIONS

Construction of Agreement

- 14.1. The Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.
- 14.2. The headings used in the Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of the Agreement.

Entire Agreement

- 14.3. The Agreement together with its Preamble and Recitals and attached Schedules, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior understandings, representations, negotiations, discussions, and agreements, either oral or written, which may have occurred prior to the execution of the Agreement. There are no other representations between the Parties in connection with the subject matter of the Agreement except as specifically set forth herein and none have been relied upon by the Parties in entering into the Agreement. The Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.

Ongoing Authority

- 14.4. The Court will retain exclusive jurisdiction over the Agreement to ensure that all payments and disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of the Agreement.

Applicable Law

- 14.5. The Agreement shall be governed by, construed and interpreted in conformity with the laws of the Province of Québec.

Interpretation of the Agreement

- 14.6. Terms used in the singular shall be deemed to include the plural, and *vice versa*. Masculine pronouns and masculine references shall be deemed to include feminine, and *vice versa*, where appropriate.
- 14.7. All disputes relating to the proper interpretation of the Agreement shall be resolved by application to the Court, as appropriate.

Calculation of Deadlines

- 14.8. If any deadline identified in the Agreement falls on a weekend or public holiday in Quebec, the deadline shall occur on the following weekday that is not a public holiday in Quebec.

Execution and Processing of the Agreement

- 14.9. The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to the Agreement.
- 14.10. The Parties agree that the Agreement may be executed by Class Counsel on behalf of the Class Representative. Moreover, Class Counsel confirms that it is fully authorized to enter into and execute the Agreement on behalf of the Class Representative.
- 14.11. The Parties agree that the Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes and executed counterparts taken together shall constitute the complete agreement.

No Admission of Liability

- 14.12. Whether or not the Agreement is finally approved, is annulled, terminated or otherwise fails to take effect for any reason, the Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated with the Agreement, and any action taken to carry out the Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, of any wrongdoing or liability by the Defendant, or of the truth of any of the claims or allegations contained in the Motion to Institute Class Proceedings or any other pleadings filed by the Plaintiff.

Agreement Not Evidence

- 14.13. The Parties agree that whether or not it is annulled or terminated, the Agreement, anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with the Agreement, and any action taken to carry out the Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce the Agreement or in any insurance related proceeding, or as otherwise required by law.

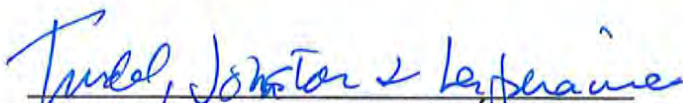
Language

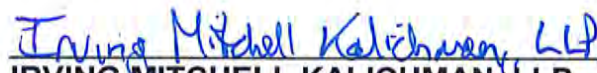
- 14.14. The Parties acknowledge that they have required and consented that the Agreement and all related documents be prepared in English; *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

Transaction

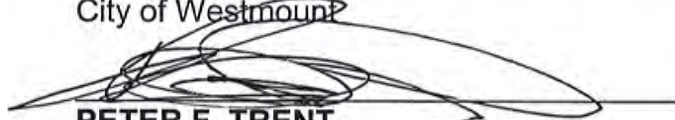
14.15. The Agreement constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Québec*, and the Parties hereby renounce to any errors of fact, law and/or of calculation.

IN WITNESS WHEREOF the Parties have executed the Agreement as of the 23rd day of January, 2017.


TRUDEL JOHNSTON & LESPERANCE
Class Counsel


IRVING MITCHELL KALICHMAN, LLP
Counsel for Defendant


SEAN MICHAEL DEEGAN,
Director General
City of Westmount


PETER F. TRENT,
Mayor
City of Westmount

Schedules

Schedule A – Notice of Approval Hearing

Schedule B – Opt-out Form

Schedule C – Notice of Settlement Approval

Schedule D – Joint Press Release

Schedule E – Letter of Apology

Schedule F – Claim Form

Schedule G – Compensation Grid

Schedule H – RAMQ Settlement and Release Agreement

**PROPOSED SETTLEMENT OF CLASS ACTION AGAINST THE CITY OF WESTMOUNT
FOR VICTIMS OF SEXUAL ABUSE BY JOHN GARLAND**

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

Between 1953 and 1987, John Garland worked in the City of Westmount's Parks and Recreation Department. Mr. Garland misused his position of power and trust to sexually abuse some of the children and teenagers in his care.

On June 5, 2015, the Class Representative, Mr. Benedict Matthew Bissonnette, sought permission to bring a class action against the City of Westmount on behalf of Mr. Garland's victims. While it denies any liability or wrongdoing, the City chose not to fight a lengthy legal battle with victims and rather worked with Mr. Bissonnette to find a way to settle this lawsuit and provide meaningful compensation to victims.

Mr. Bissonnette and the City are happy to inform victims that they have reached a settlement that they will present for approval to the Superior Court of Québec (Court File No. 500-06-000743-159) on (insert date) at (location).

WHAT IS THE PROPOSED SETTLEMENT?

The proposed Settlement provides for the creation of a Total Settlement Fund, capped at \$2.5 million (CDN), to resolve the claims of all class members.

If the Settlement is approved, Class Members can submit a claim to receive either:

A. Base Compensation of \$35, 000 (CDN).

- o Base Compensation is for admissible claimants who have suffered less severe consequences after being sexually abused on a few occasions;

OR

B. Base Compensation of \$35,000 + Additional Compensation.

- o Additional Compensation is reserved for admissible claimants that have suffered more severe consequences. This amount will be determined on a *pro rata basis* in accordance with the severity of each applicant's personal claim and the severity of all eligible claims for Additional Compensation.

The Total Settlement Fund will also be used to pay the costs associated with Notices to class members, adjudicative costs, and the fees and expenses of Class Counsel that are

approved by the Court.

THE PROPOSED SETTLEMENT AND CLASS COUNSEL FEES REQUIRE COURT APPROVAL

Before the Settlement becomes effective, the Superior Court of Québec must approve both the Agreement and the fees and expenses of Class Counsel, Trudel Johnston & Lespérance. The Court will review them to ensure that they are fair, reasonable and in the best interests of Class Members.

The Approval Hearing will take place on **(insert date)** at **(time)** at the Superior Court of Québec, 1 Notre-Dame Street East, **room (number)**, in Montreal, Québec.

If you are a Class Member and do not object to the Settlement, you do not have to attend the Settlement Approval Hearing.

WHO CAN PARTICIPATE IN THE SETTLEMENT?

All persons who, from 1953 to 1987, were sexually abused by John Garland while participating in the sports or recreation programs offered by the City of Westmount

The estate of any victim who is deceased at or before the expiry of the Claim Deadline can also submit a claim under the Settlement Agreement.

WHAT IF I DISAGREE WITH THE PROPOSED SETTLEMENT?

If you disagree with the proposed settlement, you can object to it by delivering a written submission on or before (60 days from the date of dissemination of the Notice of Approval Hearing). Your objection must be sent to Class Counsel by letter, email, or fax, and include the following information:

- (a) Your full name, mailing address, telephone number, and email address;
- (b) A brief statement of the nature and reasons for your objection;
- (c) A declaration that you are a member of the Class; and
- (d) Whether you intend to appear at the Approval Hearing or intend to appear by counsel, and if by counsel, the name, address, telephone number, fax number, and email address of counsel, and
- (e) A declaration under the penalty of perjury that the foregoing information is

true and correct.

Do NOT send an objection directly to the Court. Class Counsel will file copies of all objections with the Court, while preserving the confidentiality of the identity of the person submitting an objection.

EXCLUDING YOURSELF FROM THE CLASS ACTION

As part of the Settlement, the Defendant has consented to the authorization of the class action for the sole purpose of implementing the Agreement.

If you take no action, you will only be able to claim compensation under the Settlement and will lose your right to take another lawsuit against the City of Westmount.

If you want to bring your own claim at your own expense, you can deliver a written submission declaring your intention to exclude yourself from the class action, to the Superior Court of Quebec and Class Counsel by registered or certified mail at the two (2) addresses below on or before (60 days from the date of dissemination of the Notice of Approval Hearing).

Clerk, Superior Court of Québec

Court file number: 500-06-000743-159
Montreal Courthouse
1, Notre-Dame East
Montréal (Québec) H2Y 1B6

Trudel Johnston & Lespérance

Counsel for Class Members
750 Côte de la Place d'Armes
Suite 90
Montreal (Québec) H2Y 2X8

Your submission must include the Court file Number (500-06-000743-159) and indicate your name, address, and telephone number. You can contact Class Counsel to obtain more information on excluding yourself or a copy of the Opt-Out Form.

HOW CAN I CLAIM COMPENSATION UNDER THE SETTLEMENT IF IT IS APPROVED?

The Settlement creates **a simple and discreet process for victims to submit a claim while maintaining strict confidentiality.** All information that you provide will only be used by authorized persons in order to process your Claim under the Settlement and will not be used in any other context. In no circumstances will your identity or personal story be disclosed on the court record.

If the proposed Settlement is approved by the Court, Class Members will have (90 days from the date of dissemination of the Notice of Settlement Approval) to submit a completed Claim Form with all required supporting documents by mail, email, or fax to

Class Counsel.

For all claims, you must fill out a Claim Form and provide the following documentation:

- A copy of your birth certificate and colour photocopy of your passport, driver's license or health insurance card;
- Any document or piece of memorabilia that you still have that confirms your participation in a City of Westmount sports or recreation program; and

For all claims for Additional Compensation, you must confirm the damages that you suffered as a result of the abuse (see Part IV of the Claim Form) and provide any documentation that supports your claim for such damages (see Part V of the Claim Form and the Compensation Grid). Please ask Class Counsel for a copy of the Claim Form and Compensation Grid to learn what you can file to confirm your damages.

You are encouraged to start collecting all the documentation required to submit a claim as soon as possible in order to be able to file your claim on time.

WHO CAN I CONTACT FOR MORE INFORMATION AND HOW DO I GET A COPY OF THE SETTLEMENT AND CLAIM FORM

Trudel Johnston & Lespérance acts as Counsel for class members:

Trudel Johnston & Lespérance
90-750 Côte de la Place d'Armes
Montreal, QC, H2Y 2X8
Fax: 514-871-8800
www.tjl.quebec

If you want more information on the Settlement or want to obtain a copy of the Settlement Agreement, please contact Jean-Marc Lacourcière by email (jean-marc@tjl.quebec) or phone (514-871-8385 ext. 209).

Please note that in case of any discrepancy between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this Notice shall have the meaning ascribed in the Settlement Agreement.

RÈGLEMENT PROPOSÉ DE L'ACTION COLLECTIVE CONTRE LA VILLE DE WESTMOUNT AU NOM DES VICTIMES DES ABUS SEXUELS COMMIS PAR JOHN GARLAND

VEUILLEZ LIRE ATTENTIVEMENT CET AVIS – IL POURRAIT AFFECTER VOS DROITS.

John Garland a travaillé pour le département des loisirs et des parcs de la Ville de Westmount entre 1953 et 1987. M. Garland a abusé du pouvoir et de la confiance que lui conféraient ses fonctions afin de commettre des abus sexuels auprès de certains des enfants et des adolescents sous sa garde.

Le 5 juin 2015, le représentant, M. Benedict Matthew Bissonnette, a demandé l'autorisation d'exercer une action collective contre la Ville de Westmount au nom des victimes de M. Garland. Bien qu'elle nie sa responsabilité et nie avoir agi fautivement, la Ville a choisi de ne pas s'engager dans une longue bataille juridique avec les victimes, mais plutôt de travailler avec M. Bissonnette afin d'identifier les options permettant de régler à l'amiable sa poursuite et de fournir une compensation adéquate aux victimes.

M. Bissonnette et la Ville ont le plaisir d'annoncer aux victimes qu'ils ont conclu un règlement qui sera présenté pour approbation à la Cour supérieure du Québec (Dossier No. 500-06-000743-159) le (insérer date) à (endroit).

QUE PRÉVOIT LE RÈGLEMENT PROPOSÉ?

Le règlement proposé prévoit la création d'un « Fonds de règlement global », d'une valeur maximale de 2, 5 millions \$ (CAN), en règlement des réclamations de tous les membres de l'action collective.

Si le règlement est approuvé, les membres peuvent déposer une réclamation afin de recevoir soit :

A. Compensation de base de 35 000 \$ (CAN).

- La compensation de base vise les réclamants admissibles qui ont subi des conséquences moins graves suite à des abus sexuels s'étant produits à quelques occasions;

OU

B. Compensation de base de 35 000 \$ + compensation additionnelle.

- La compensation additionnelle est réservée aux réclamants admissibles qui ont subi des conséquences plus sévères. Le

montant de cette compensation sera calculé au *pro rata* de la sévérité de la réclamation de chaque réclamant, au regard de la sévérité de toutes les réclamations éligibles à la compensation additionnelle.

Le « Fonds de règlement global » servira également à satisfaire les coûts des avis aux membres de l'action collective, les frais d'arbitrage, ainsi que les honoraires et déboursés des procureurs des membres qui seront approuvés par le Tribunal.

LE RÈGLEMENT PROPOSÉ ET LES HONORAIRES DES PROCUREURS DES MEMBRES DOIVENT ÊTRE APPROUVÉS PAR LE TRIBUNAL.

La Cour supérieure du Québec doit approuver le Règlement et les honoraires et déboursés des procureurs des membres (le cabinet Trudel Johnston & Lespérance) afin que le Règlement puisse entrer en vigueur. La Cour devra s'assurer que le Règlement, ainsi que ces honoraires et déboursés, sont justes, raisonnables et dans le meilleur intérêt des membres visés par l'action collective.

L'audience sur cette approbation se tiendra le **(date)** à **(heure)**, à la Cour supérieure du Québec, 1 Rue Notre-Dame Est, **salle (numéro)**, à Montréal, province de Québec.

Si vous êtes membre de l'action collective et vous ne vous opposez pas au Règlement, votre présence à cette audience n'est pas nécessaire.

QUI BÉNÉFICIERA DU RÈGLEMENT?

Toutes les personnes qui, entre 1953 et 1987, ont été abusées sexuellement par John Garland alors qu'elles participaient aux programmes sportifs ou récréatifs offerts par la Ville de Westmount.

Les successions des victimes décédées le ou avant le jour de la date limite pour soumettre une réclamation peuvent également soumettre une réclamation en vertu du Règlement.

QUE PUIS-JE FAIRE SI JE SUIS EN DÉSACCORD AVEC LE RÈGLEMENT PROPOSÉ?

Si vous êtes en désaccord avec le règlement proposé, vous pouvez vous y opposer en déposant une déclaration écrite le ou avant le (60 jours après la distribution des avis). Vous devez envoyer votre avis d'opposition aux procureurs des membres par la poste, par courriel ou par télécopieur, et y inclure l'information qui suit :

- (a) Votre nom complet, votre adresse, votre numéro de téléphone et votre adresse courriel;

- (b) Un court énoncé expliquant les raisons de votre opposition au règlement;
- (c) Une déclaration confirmant que vous êtes un membre de l'action collective;
- (d) Vous devez indiquer si vous avez l'intention de comparaître devant la Cour à l'audience sur l'approbation du Règlement, ou si vous avez plutôt mandaté un procureur afin de comparaître pour vous; si vous avez mandaté un procureur, vous devez également fournir le nom, l'adresse, le numéro de téléphone, le numéro de télécopieur et l'adresse courriel de votre procureur; ET
- (e) Vous devez inclure une déclaration, sous peine de parjure, que l'information qui précède est véridique;

N'envoyez PAS votre avis d'opposition directement à la Cour. Les procureurs des membres déposeront à la Cour des copies de tous les avis d'opposition reçus, tout en conservant la confidentialité de l'identité des personnes qui ont envoyé des avis d'opposition.

PROCÉDURE À SUIVRE AFIN DE VOUS EXCLURE DE L'ACTION COLLECTIVE

Dans le contexte du Règlement, la Défenderesse a consenti à l'autorisation de l'action collective pour les seules fins de la mise en œuvre de ce Règlement.

Si vous ne posez aucun geste, vous pourrez uniquement réclamer compensation dans le cadre du Règlement, et perdrez votre droit d'intenter une poursuite distincte contre la Ville de Westmount.

Si vous souhaitez intenter, à vos frais, votre propre poursuite, vous pouvez déposer un avis écrit déclarant votre intention de vous exclure de l'action collective auprès de la Cour supérieure du Québec et des procureurs des membres, par courrier enregistré ou recommandé, au deux (2) adresses ci-dessous le ou avant le (60 jours après la publication des avis).

Greffes de la Cour supérieure du Québec

No. de dossier: 500-06-000743-159

Palais de justice de Montréal

1, Rue Notre-Dame Est

Montréal (Québec) H2Y 1B6

Trudel Johnston & Lespérance

Procureurs des membres de l'action collective

750 Côte de la Place d'Armes

Suite 90

Montréal (Québec) H2Y 2X8

Votre avis doit indiquer le numéro de dossier de l'action collective auprès de la Cour supérieure (500-06-000743-159), et indiquer votre nom, votre adresse et votre numéro de téléphone. Vous pouvez également communiquer avec les procureurs des membres afin de vous informer sur la possibilité de vous exclure, ou pour obtenir copie du formulaire d'exclusion.

SI LE RÈGLEMENT EST APPROUVÉ, COMMENT POURRAI-JE RÉCLAMER COMPENSATION?

Le Règlement met à la disposition des victimes un processus **simple, discret et strictement confidentiel afin de déposer une réclamation**. Toute l'information que vous fournirez sera utilisée uniquement par les personnes autorisées à cet effet afin de traiter votre réclamation, et ne sera utilisée dans aucun autre contexte. Votre identité ou votre récit personnel ne seront pas déposés à la Cour, et ce, en aucun cas.

Si le Règlement proposé est approuvé par la Cour, les membres de l'action collective devront déposer un formulaire de réclamation, accompagné de toute la documentation justificative nécessaire, par la poste, par courriel ou par télécopieur auprès des procureurs des membres au plus tard le (90 jours après la distribution des avis d'approbation du règlement).

Pour toutes les réclamations, vous devrez compléter un formulaire de réclamation et fournir la documentation suivante :

- Une copie de votre certificat de naissance et une photocopie en couleur de votre passeport, de votre permis de conduire ou de votre carte d'assurance-maladie;
- Tout document ou article souvenir en votre possession qui confirme que vous avez participé aux programmes sportifs ou récréatifs de la Ville de Westmount;

Pour toutes les réclamations pour la compensation additionnelle, vous devez confirmer les préjudices que vous avez subis en raison des abus (voir la partie IV du formulaire de réclamation) et fournir toute documentation disponible justifiant votre réclamation afin d'obtenir une compensation pour ces préjudices (voir la partie V du formulaire de réclamation, ainsi que la grille de compensation). Pour des renseignements sur les documents que vous pouvez déposer afin de confirmer les préjudices que vous avez subis, veuillez vous adresser aux procureurs des membres pour obtenir copie du formulaire de réclamation et de la grille de compensation.

Afin de vous assurer d'être en mesure de soumettre votre réclamation à temps, nous vous encourageons à commencer dès que possible à recueillir la documentation nécessaire au soutien de votre réclamation.

QUI PUIS-JE CONTACTER POUR PLUS D'INFORMATION? COMMENT PUIS-JE OBTENIR COPIE DU RÈGLEMENT ET DU FORMULAIRE DE RÉCLAMATION?

Trudel Johnston & Lespérance sont les procureurs des membres de l'action collective :

Trudel Johnston & Lespérance

90-750 Côte de la Place d'Armes

Montréal, QC, H2Y 2X8

Fax: 514-871-8800

www.tjl.quebec

Si vous souhaitez obtenir plus d'information sur le Règlement, ou si vous souhaitez obtenir une copie de l'Entente de règlement, veuillez communiquer avec Me Jean-Marc Lacourcière par courriel (jean-marc@tjl.quebec) ou par téléphone (514-871-8385 poste 209).

Veillez noter qu'en cas de divergence entre cet avis et l'Entente de règlement, l'Entente de règlement aura préséance. Toute expression qui n'est pas définie dans cet avis aura le sens qui lui est attribué par l'Entente de règlement.

SCHEDULE B

OPT-OUT FORM

**CLASS ACTION AGAINST THE CITY OF WESTMOUNT
FOR VICTIMS OF SEXUAL ABUSE BY JOHN GARLAND**

(S.C.M. 500-06-000743-159)

Clerk, Superior Court of Québec
Court file number: 500-06-000543-104
Montreal Courthouse
1, Notre-Dame East
Montréal (Québec) H2Y 1B6

Trudel Johnston Lespérance
Counsel for Class Members
750 Côte de la Place d'Armes
Suite 90
Montreal (Québec) H2Y 2X8

City, Date

Subject: Bissonnette v. City of Westmount
S.C.M.: 500-06-000743-159

I, the undersigned, _____, would like to
exclude myself from the above referenced class action against the City of Westmount.

Signature

Name:

Address:

Telephone number:

**APPROVAL OF SETTLEMENT OF CLASS ACTION AGAINST THE CITY OF
WESTMOUNT**

FOR VICTIMS OF SEXUAL ABUSE BY JOHN GARLAND

***PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL
RIGHTS.***

Between 1953 and 1987, John Garland worked in the City of Westmount's Parks and Recreation Department. Mr. Garland misused his position of power and trust to sexually abuse some of the children and teenagers in his care.

On June 5, 2015, the Class Representative, Mr. Benedict Matthew Bissonnette, sought permission to bring a class action against the City of Westmount on behalf of Mr. Garland's victims. While it denies any liability or wrongdoing, the City chose not to fight a lengthy legal battle with victims and rather worked with Mr. Bissonnette to find a way to settle this lawsuit and provide meaningful compensation to victims.

On (insert date), the Superior Court of Quebec approved the Settlement Agreement reached by the parties (Court File No. 500-06-000743-159). Class members can now submit a claim for compensation.

WHAT IS THE PROPOSED SETTLEMENT?

The Settlement provides for the creation of a Total Settlement Fund, capped at \$2.5 million (CDN), to resolve the claims of all class members.

Class Members can submit a claim to receive either:

A. Base Compensation of \$35, 000 (CDN).

- Base Compensation is for admissible claimants who have suffered less severe consequences after being sexually abused on a few occasions;

OR

B. Base Compensation of \$35,000 + Additional Compensation.

- Additional Compensation is reserved for admissible claimants that have suffered more severe consequences. This amount will be determined on a *pro rata basis* in accordance with the severity of each applicant's personal claim and the severity of all eligible claims for Additional Compensation.

The Total Settlement fund will also be used to pay the costs associated with Notices to

class members, adjudicative costs, and the fees and expenses of Class Counsel that are approved by the Court.

WHO CAN SUBMIT A CLAIM UNDER THE SETTLEMENT?

All persons who, from 1953 to 1987, were sexually abused by John Garland while participating in the sports or recreation programs offered by the City of Westmount

The estate of any victim who is deceased at or before the expiry of the Claim Deadline can also submit a claim under the Settlement.

HOW CAN I CLAIM COMPENSATION UNDER THE SETTLEMENT?

The Settlement creates **a simple and discreet process for victims to submit a claim while maintaining strict confidentiality**. All information that you provide will only be used by authorized persons in order to process your Claim under the Settlement and will not be used in any other context. In no circumstances will your identity or personal story be disclosed on the court record.

To receive compensation, class Members have until **(90 days from the date of dissemination of the Notice of Settlement Approval)** to submit a completed Claim Form with all required supporting documents by mail, email, or fax to Class Counsel:

Trudel Johnston Lespérance
90-750 Côte de la Place d'Armes
Montreal, QC, H2Y 2X8
Email: andrew@tjl.quebec;
Fax: 514-871-8800
www.tjl.quebec

For all claims, you must fill out a Claim Form and provide the following documentation:

- A copy of your birth certificate and colour photocopy of your passport, driver's license or health insurance card; and
- any document or piece of memorabilia that you still have that confirms your participation in a City of Westmount sports or recreation program;

For claims for Additional Compensation, you must confirm the damages that you

suffered as a result of the abuse (see Part IV of the Claim Form) and provide any documentation that supports your claim for such damages (see Part V of the Claim Form and the Compensation Grid).

You are encouraged to start collecting all the documentation required to submit a claim as soon as possible in order to be able to file your claim on time.

WHO CAN I CONTACT FOR MORE INFORMATION AND HOW DO I GET A COPY OF THE SETTLEMENT AND CLAIM FORM

To obtain a copy of the Claim Form or get more information on how to submit a claim, please contact Andrew E. Cleland, by phone (514-871-8385 ext. 206) or by email (andrew@gmail.com).

Please note that in case of any discrepancy between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this Notice shall have the meaning ascribed in the Settlement Agreement.

"SCHEDULE D"

(City's letterhead)

**City of Westmount moves to settle with victims of sexual abuse
by its former employee, John Garland**

Westmount, (date) – Between 1953 and 1987, John Garland worked in the City of Westmount's Parks and Recreation Department. Mr. Garland misused his position of power and trust to abuse sexually some of the children and teenagers in his care.

The City acknowledges that the effects of sexual abuse can last a lifetime and be devastating for victims, their families, and a community. This is particularly true when the abuse is directed at the most vulnerable among us, our children.

Protecting and ensuring the safety of our community's children is at all times a priority for the City. We are profoundly saddened and sorry that these terrible events occurred.

Mr. Garland's actions were first brought to the attention of the City in the Spring of 2015 by Class Representative, Mr. Matthew Bissonnette. The City has since worked tirelessly to understand what happened and conducted a thorough investigation into the allegations of abuse. Not only did the investigation reveal to the City what transpired during Mr. Garland's tenure at Westmount, but it also allowed it to make sure that the safeguards in place today protect the community from sexual abuse.

While the past abuse that occurred in Westmount cannot be undone, the City wishes to impact the present and the future meaningfully and positively, by being an active participant in the movement to create a society free from childhood sexual abuse. Only through a frank and open discussion of the reality of such abuse can we build a safer world for our children.

The more open we are about sexual abuse, the more comfortable it becomes for children to come forward earlier so that the abuse can stop. In short, Westmount is committed to removing the veils of secrecy, shame and denial that for decades have shrouded the issue of childhood sexual abuse.

It is with that in mind that we are issuing today's statement.

The City expresses its sincere regrets to those who were sexually abused by John Garland, and hopes that the settlement it has submitted for approval by the Superior Court of Quebec can, in some small way, help with their healing process.

Rather than fighting a lengthy legal battle with the survivors, the City chose early on to conduct an investigation, to work with Mr. Bissonnette, to find a way to provide meaningful compensation to class members and to design a simple and discreet process for victims to come forward while maintaining strict confidentiality. Mr Bissonnette has applauded the City's frank and honourable approach to the lawsuit.

Starting today, class members can contact Class Counsel, Trudel Johnston & Lespérance, to learn about the proposed settlement and how to submit an eventual claim.

All communications with Class counsel are covered by solicitor-client privilege and will remain strictly confidential.

*A toll-free information helpline exists for sexual assault victims of all ages. The service provides free, bilingual and confidential support and guidance, and is available 24 hours a day, seven days a week, throughout Québec, at a toll-free number: **1 888 933-9007** or **514 933-9007** for the Montreal region. Information is also available at www.agressionssexuelles.gouv.qc.ca.*

For French Media inquiries, please contact the following:

- Martin St-Jean, Director of legal services for the City of Westmount (mst-jean@westmount.org; 514 989-5253);
- André Lespérance, TRUDEL JOHNSTON & LESPÉRANCE (andré@tjl.quebec; 514 871-8385)

For English Media inquiries, please contact the following:

- Martin St-Jean, Director of legal services for the City of Westmount (mst-jean@westmount.org; 514 989-5253);

- Andrew E. Cleland, TRUDEL JOHNSTON & LESPÉRANCE
(andrew@tjl.quebec; 514-871-8385)

(En-tête de la Ville de Westmount)

La Ville de Westmount en voie de régler avec les victimes abusées sexuellement par son ancien employé, John Garland.

Westmount, (date) – John Garland a travaillé pour le service des Parcs et Loisirs de la Ville de Westmount de 1953 à 1987. M. Garland a profité de l'autorité octroyée par sa position et de la position de confiance dans laquelle il se trouvait, pour abuser sexuellement de certains enfants et adolescents sous sa charge.

La Ville reconnaît que les séquelles d'un abus sexuel peuvent durer toute une vie et qu'elles sont dévastatrices pour les victimes, leurs familles et la communauté. Ceci est particulièrement vrai lorsque l'abus vise les plus vulnérables parmi nous, les enfants.

La protection et la sécurité des enfants de notre communauté est une priorité constante pour la Ville. Nous sommes profondément peiné et nous regrettons que ces événements terribles aient eu lieu.

Les gestes de M. Garland ont été portés à l'attention de la Ville au printemps 2015 par l'entremise du représentant du groupe, M. Matthew Bissonnette. La ville a depuis travaillé sans relâche pour comprendre ce qui s'est passé et pour enquêter sur les allégations d'abus. Cette démarche a non seulement révélé à la Ville ce qui s'est passé pendant les années de M. Garland à Westmount, mais elle a aussi permis d'assurer que les mesures en place aujourd'hui protègent la communauté contre les abus sexuels.

Bien que les abus passés qui se sont produits à Westmount ne puissent être effacés, la Ville souhaite avoir, aujourd'hui et pour le futur, un impact significatif et positif en participant activement dans un mouvement visant à créer une société exempte d'abus sexuels chez les enfants. Ce n'est qu'avec des discussions franches et ouvertes sur la réalité de ce type d'abus que nous pouvons construire un monde plus sûr pour nos enfants.

Ainsi, plus nous serons ouverts au sujet de l'abus sexuel et plus il sera facile pour les enfants d'en parler plus tôt pour y mettre fin. En résumé, Westmount s'engage à lever le voile sur le secret, la honte

et le déni qui enveloppe depuis des décennies le sujet de l'abus sexuel chez les enfants.

Voilà ce que nous motive à émettre le présent communiqué.

La Ville exprime ses regrets sincères aux victimes d'abus sexuels de John Garland et espère que le règlement qu'elle a soumis pour approbation par la Cour supérieure du Québec pourra dans une certaine manière aider les victimes dans leur processus de guérison.

Plutôt que de mener une longue bataille juridique avec les survivants, la Ville a choisi très tôt de mener une enquête, de travailler avec M. Bissonnette, de trouver un moyen d'offrir une compensation significative aux membres de la classe, et de mettre en place un processus simple et discret pour que les victimes puissent se manifester en toute confidentialité. M. Bissonnette a applaudi l'approche franche et honorable de la Ville à l'égard de la poursuite.

Les membres du groupe peuvent dès aujourd'hui contacter les procureurs du groupe, Trudel Johnston & Lespérance, pour en savoir plus sur le règlement proposé et sur la façon de présenter une éventuelle demande.

Toutes les communications avec les procureurs du groupe sont assujetties au privilège avocat-client et demeureront strictement confidentielles.

*Une ligne d'aide sans frais existe pour les victimes d'actes sexuels de tous les âges. Le service est gratuit, bilingue et un soutien confidentiel y est offert 24 heures sur 24, 7 jours par semaine, partout au Québec, au numéro: **1 888 933-9007** ou **514 933-9007** pour la région de Montréal. De l'information est également disponible à www.agressionssexuelles.gouv.qc.ca.*

Pour les demandes médias en français, veuillez communiquer avec :

- Martin St-Jean, Directeur des services juridiques pour la Ville de Westmount (mst-jean@westmount.org; 514 989-5253);
- André Lespérance, TRUDEL JOHNSTON & LESPÉRANCE (andré@tjl.quebec; 514 871-8385)

Pour les demandes médias en anglais, veuillez communiquer avec :

- Martin St-Jean, Directeur des services juridiques de la Ville de Westmount (mst-jean@westmount.org; 514 989-5253);
- Andrew E. Cleland, TRUDEL JOHNSTON & LESPÉRANCE (andrew@tjl.quebec; 514 871-8385)

SCHEDULE E

Content of the Letter of Apology

Dear [Class Member],

The City of Westmount has learned that you were one of a number of children and teenagers who were sexually abused by John Garland while he was working for the City. We are profoundly saddened and sorry that these terrible events occurred.

While the past abuse that occurred in Westmount cannot be undone, the City has worked tirelessly to make sure that the safeguards in place today protect the community, our children in particular, from *any* form of sexual abuse.

Today, we wish to express our sincere regrets to you and to all those who were sexually abused by Mr. Garland between 1953 and 1987. We are deeply sorry for the abuse that you experienced and for the damage that it has caused, not just to you but also to those close to you.

We hope this apology and the settlement of the lawsuit will help to speed the journey towards healing, reconciliation and brighter days.

Sincerely,

Confidential Claim Form

Settlement of the Class Action against the City of Westmount for Sexual Abuse committed by its former employee, John Garland

The Class Representative, Benedict Matthew Bissonnette, has reached a Settlement with the City of Westmount to resolve the class action brought before the Superior Court of Quebec (File No. 500-06-000743-159), on behalf of the following group of persons:

All persons who, from 1953 to 1987, were sexually abused by John Garland while participating in the sports or recreation programs offered by the City of Westmount.

The Settlement provides for a streamlined, discreet, and confidential way to submit a claim.

If you are a Class Member and would like to claim compensation, you **MUST** submit a completed and signed Claim Form with any required documents by (a) registered mail, (b) email, or (c) fax by the **Claim Deadline of (90 days from the date of dissemination of the Notice of Settlement Approval)** to Class Counsel:

Trudel Johnston & Lespérance
750 Côte de la Place d'Armes
Montreal, QC, H2Y 2X8
Telephone : 514 871-8385 ext. 206
Fax : 514 871-8800
Email : andrew@tjl.quebec

Before completing this Claim Form, we invite you to consult the Notice of Settlement Approval and the full Settlement Agreement at www.tjl.quebec. If you have any questions about the Settlement Agreement or this Claim Form, you can consult Andrew E. Cleland by email (andrew@tjl.quebec) or phone (514-871-8385 at ext. 206).

PART 1 – Information regarding the Claimant

Last Name

First Name

Date of Birth (YYYY-MM-DD)

PART 1– Information regarding the Claimant (continued)

Address:

Apartment

Number

Street, P.O. Box

Settlement Claim Form*Bissonnette v. the City of Westmount*

S.C.M. 500-06-000743-159

City

Province

Country

Postal or Zip Code

Communications:

Daytime telephone number:

Email address:

**Do you prefer that we contact you by
telephone or email?**

*N.B. Please be sure to regularly update your contact information with Trudel Johnston
Lespérance until you have received confirmation that the claims process is complete.*

PART 2 – Documentation to confirm your Identity

Please submit the following TWO documents with your claim:

- ☐ A photocopy of your birth certificate; and
- ☐ A colour photocopy of your passport, driver's license OR health insurance card

PART 3 – Information regarding the Sexual Abuse

n.b. If your name appears on the Confidential List of Pre-Approved Claimants, you DO NOT have to complete Part 3. Please contact Trudel Johnston Lespérance to verify whether your name appears on this list of people who have already shared their information and have been deemed admissible by the City of Westmount.

PART 3 – Information regarding the sexual abuse (continued)

YYYY/MM to YYYY/MM

- a) **The time period during which you participated in a City
of Westmount sports or recreation program**

to

- a) **Proof of Participation in a Westmount sports or recreation program** (if possible):

If you have any document or piece of memorabilia that confirms your participation in a City of Westmount sports or recreation program, please include a copy of them with your Claim.

Settlement Claim Form*Bissonnette v. the City of Westmount*

S.C.M. 500-06-000743-159

If you do not have any such document or memorabilia but know another person who was a participant with you, you can ask that person to swear an affidavit to confirm your participation and include the affidavit with your Claim. For information on how to do so, please contact Trudel Johnston Lespérance.

- b) **Type of the Sexual Abuse;**
 c) **Place(s) where the Abuse Occurred; and**
 d) **Approximate Time Period of the Abuse** (Year and if possible, the Month or Season)

Type of Sexual Abuse	Occasionally	Frequently	Place(s) where the abuse occurred	Approximate Time Period of the Abuse
Pressure to engage in Sexual Activity	☐	☐		
Displaying of Pornography	☐	☐		
Exposure of body parts	☐	☐		
Masturbation	☐	☐		
Direct Sexual Contact	☐	☐		
Other form(s) of sexual activity (please list them below):	☐	☐		

** If you would like more space to share your story, you can include a short summary of what happened to you on separate pieces of paper. Please be sure to include the information required by sections (a), (b), (c) and (d) of Part 3 in your summary.*

** If the City does not find you to be admissible under the Settlement, we may ask you to write up a short summary of your story in order to explain what happened to you.*

PART 4 – Identification of the Type(s) of Compensation that you are Claiming

***Base compensation** is for admissible claimants who have suffered less severe consequences as a result of being sexually abused on one or a few occasions.*

Settlement Claim Form*Bissonnette v. the City of Westmount*

S.C.M. 500-06-000743-159

Additional Compensation is reserved for admissible claimants who due to the severity and frequency of the sexual abuse have suffered more severe consequences.

Please indicate with a checkmark whether you are claiming Base Compensation or both Base Compensation and Additional Compensation:

- ☐ **Base Compensation of \$35, 000** (if you have an Admissible Claim);
- ☐ **Base Compensation of \$35, 000 + Additional Compensation** (if you have an Admissible Claim):
- Additional Compensation will be determined on a *pro rata basis* in accordance with the severity of each applicant's personal claim and the severity of all eligible claims for Additional Compensation.

** If you do not make a selection, your claim will be processed as a claim for the Base Compensation amount.*

Required Information for Additional Compensation: please confirm below with a checkmark the damages that you have suffered in relation to the abuse:

Symptom(s)/Damage(s)	Occasionally	Frequently
Alcohol or Drug Abuse	☐	☐
Anger	☐	☐
Anxiety	☐	☐
Depression	☐	☐
Difficulty with authority figures	☐	☐
Fear	☐	☐
Guilt	☐	☐
Humiliation/Shame	☐	☐
Loss of self-esteem	☐	☐
Nightmares and/or difficulty sleeping	☐	☐
Panic attacks	☐	☐
Self-destructive behavior	☐	☐
Sexual dysfunction	☐	☐
Suicidal ideation and/or suicide attempt(s)	☐	☐

n.b. For an outline of how points will be awarded for Additional Compensation, please consult the Compensation Grid (see Schedule G to this Agreement).

PART 5 – Supporting Documentation for Additional Compensation:

In order to support your Claim for Additional Compensation, please confirm below with a checkmark the situation that applies to you and provide the relevant supporting documentation:

Settlement Claim Form*Bissonnette v. the City of Westmount*

S.C.M. 500-06-000743-159

Damage	Required Supporting Documentation
Therapy for Excessive Alcohol or Drug Consumption, or Alcohol or Drug Rehabilitation Program	☐ Medical records / Letter from Therapist / Letter from Rehabilitation Program
Therapy (other than for Excessive Alcohol and/or Drug Consumption)	☐ Medical records / Letter from Therapist
Alcohol and/or Drug related Criminal Charge(s)	☐ Documentary Evidence showing the Criminal Charge(s)
Significant Adverse Change in Claimant's Relationship(s) with Family, Friends, and/or Work Colleagues	☐ Affidavit from a Family Member or Friend attesting to the Significant Adverse Change / Letter from Therapist
Loss of Income and/or Loss of Earning Capacity	☐ Documentary Evidence showing a Permanent Loss / Letter from Therapist

PART 6 – Sworn Declaration

After reviewing this Claim Form, I, the undersigned, declare, under penalty of perjury, that the information that I have provided is true and correct.

AND I HAVE SIGNED:

Claimant's signature

Name: _____

Solemnly declared before me in _____

This ____ day of _____ 201__

Commissioner for the taking of oaths
for the district of _____

Schedule G - Compensation Grid

Symptom(s)/Damage(s)	Number of points		Required Supporting Documentation
	Occasionally	Frequently	
Alcohol or Drug Abuse	0.75	1	No documentation required. However, Claimant must complete sworn declaration at the end of the Claim Form.
Anger	0.75	1	
Anxiety	0.75	1	
Depression	0.75	1	
Difficulty with authority figures	0.75	1	
Fear	0.75	1	
Guilt	0.75	1	
Humiliation/Shame	0.75	1	
Loss of self-esteem	0.75	1	
Nightmares and/or difficulty sleeping	0.75	1	
Panic attacks	0.75	1	
Self-destructive behavior	0.75	1	
Sexual dysfunction	0.75	1	
Suicidal ideation and/or suicide attempt(s)	0.75	1	
	<i>A maximum of 10 points can be awarded</i>		

In addition :

Damage(s)	Number of points	Required Supporting Documentation
Therapy for Excessive Alcohol or Drug consumption, or Alcohol or Drug Rehabilitation Program	5	Medical Record(s) / Letter from Therapist / Letter from Rehabilitation Program
Therapy (other than for Excessive Alcohol or Drug Consumption)	5	Medical Record(s) / Letter from Therapist
Alcohol and/or Drug related Criminal Charges	5	Documentary Evidence showing the Criminal Charge(s)
Significant Adverse Change in Claimant's Relationship(s) with Family, Friends, and/or Work Colleagues	5	Affidavit from a Family Member or Friend attesting to the Significant Adverse Change / Letter from Therapist
Loss of Income and/or Loss of Earning Capacity	5	Documentary Evidence showing a Permanent loss / Letter from Therapist

SCHEDULE H

SETTLEMENT AND RELEASE AGREEMENT – RÉGIE DE L'ASSURANCE MALADIE DU QUÉBEC (« RÉGIE »)

1. For the purposes of this Settlement and Release Agreement:

“Class Action” means the action instituted by the Plaintiff in the court file bearing N^o: 500-06-000743-159, authorized by the Québec Superior Court on _____ for the sole purpose of implementing a Settlement Agreement & Transaction concluded by the parties on _____;

“Motion to Institute Class Proceedings” means the Motion to Institute a Class Action and to Obtain the Status of Representative dated June 5, 2015 and amended on July 28, 2015 that was filed by the Plaintiff against the Defendant in the Québec Superior Court File N^o: 500-06-000743-159;

“Released Parties” means the City of Westmount as well as its predecessors and successors and all of its past, present and future mayors, aldermen and councillors, directors-general, directors, officers, representatives, agents, employees, insurers, legal assigns and lawyers;

2. The *Régie* hereby undertakes not to sue and does hereby release and forever discharges the Released Parties from any and all claims, actions, demands for payment, causes of actions and lawsuits of any nature whatsoever in connection with the facts or issues raised in the Motion to Institute Class Proceedings and/or the Class Action and hereby renounces to any rights it has or could have against any of the Released Parties with respect to any claims related to Québec residents who, from 1953 to 1987, were sexually abused by John Garland while participating in the sports or recreation programs offered by the City of Westmount, including any subrogation rights existing under the Québec *Health Insurance Act*, R.S.Q., ch. A-29.

3. No action can be commenced against any of the Released Parties by the *Régie* invoking any right of subrogation, whether existing by contract or by statute, including any subrogation rights existing under the Québec *Health Insurance Act*, R.S.Q., ch. A-29, or any right to proceed with a derivative action, with regards to any of the facts or issues raised in the Motion to Institute Class Proceedings and/or the Class Action, or with regards to the recovery of “insured services” (as this expression is defined in the *Health Insurance Act*) assumed by the *Régie* in connection with the facts alleged in the Motion to Institute Class Proceedings.

IN WITNESS WHEREOF the *Régie de l'assurance maladie du Québec*, through its duly authorized representative, has executed this Agreement as of the day of , 2017.

Régie de l'assurance maladie du Québec
duly authorized representative