

**SUPREME COURT OF NOVA SCOTIA**

BETWEEN:

JUNE ELWIN, HARRIET JOHNSON, and DEANNA SMITH

PLAINTIFFS

- AND -

THE NOVA SCOTIA HOME FOR COLORED CHILDREN, a body corporate and THE ATTORNEY GENERAL OF NOVA SCOTIA, representing Her Majesty the Queen in right of the Province of Nova Scotia

DEFENDANTS

**Proceeding under the *Class Proceedings Act*, SNS 2007, c 28**

**SETTLEMENT AGREEMENT**

Executed JUNE 3, 2014

**Contents**

1	DEFINITIONS.....	3
2	INTRODUCTION.....	6
3	SETTLEMENT APPROVAL PROCESS.....	7
4	PRELIMINARY APPROVAL MOTION.....	8
5	APPROVAL MOTION.....	9
6	RIGHT TO APPEAR.....	10
7	OBJECTIONS TO SETTLEMENT.....	10
8	REPRESENTATION.....	11
9	BINDING EFFECT.....	11
10	APPROVAL.....	11
11	OPTING OUT.....	11
12	SETTLEMENT FUND.....	12

13	COUNSEL FEES AND ADMINISTRATION FEES .....	12
14	DISTRIBUTION .....	12
15	TERMINATION.....	13
16	RELEASE AND DISMISSAL .....	14
17	NO ADMISSION OF LIABILITY.....	15
18	MISCELLANEOUS .....	15
19	EFFECT OF MODIFICATION OF AGREEMENT BY COURT.....	16
20	APPLICABLE LAW .....	17
21	SCHEDULE “A” – PRELIMINARY APPROVAL ORDER.....	18
22	SCHEDULE “B” – APPROVAL ORDER.....	21
23	SCHEDULE “C” – PRELIMINARY APPROVAL NOTICE .....	26
24	SCHEDULE “D” – APPROVAL NOTICE .....	28
25	SCHEDULE “E” – DISTRIBUTION PLAN.....	30
26	SCHEDULE “F” – OTHER ACTIONS .....	51
27	SCHEDULE “G” – OPT OUT FORM .....	64
28	SCHEDULE “H” – OPT OUT WITHDRAWAL FORM .....	65

**WHEREAS** the above-noted proceeding (Court No. Hfx. 343536) was commenced in the Supreme Court of Nova Scotia as a proposed class action pursuant to the *Class Proceedings Act*, S.N.S. 2007, c. 28;

**AND WHEREAS** a previous settlement agreement was reached with the Defendant, Nova Scotia Home for Colored Children, approved by the Nova Scotia Supreme Court by Order dated July 11, 2013 and the Attorney General of Nova Scotia is the sole remaining Defendant in the above-noted proceeding (Court No. Hfx. 343536);

**AND WHEREAS** the Parties have reached an agreement to resolve the claims of the Representative Plaintiffs and the proposed Class Members, as memorialized in this Settlement Agreement which the Parties believe is fair, reasonable and in the best interests of the proposed Class Members;

**AND WHEREAS** for the Settlement Agreement to be effective under the *Class Proceedings Act* the action must be certified as a class proceeding pursuant to s. 38(3) and the settlement agreement approved by the Court pursuant to s. 38(1) of the *Act*.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1 DEFINITIONS

For the purpose of this agreement, defined terms have the following meanings:

- a. **“Action”** means the proposed class action started by the Plaintiffs in the Supreme Court of Nova Scotia bearing file number Hfx. No. 343536.
- b. **“Administrator”** means **the Bruneau Group**, or some other party appointed by the Court to manage the Settlement Fund and to implement the Settlement Agreement.
- c. **“Administration Fees”** means the Court approved fees and disbursements of the Administrator.
- d. **“Approval Motion”** means a motion to the Court for the Approval Order.
- e. **“Approval Notice”** means notice of the Approval Order in the form attached as Schedule “D” to the Settlement Agreement.
- f. **“Approval Order”** means an order issued by the Court in substantially the form attached as Schedule “B” to the Settlement Agreement:
  - i. Conditionally certifying the Action as a class action as against the Settling Defendant;
  - ii. Approving the Settlement Agreement; and

- iii. Dismissing the Other Actions in their entirety.
  
- g. **“Class Counsel”** means Wagners Law Firm.
  
- h. **“Class Members”** means for the sole purpose of the Settlement Agreement only, all persons who were resident in the Nova Scotia Home for Colored Children between January 1, 1921 to December 31, 1989.
  
- i. **“Class Period”** means the period of time between January 1, 1921 to December 31, 1989.
  
- j. **“Counsel Fees”** means the Court approved fees, taxes, and disbursements payable from the Settlement Fund to Class Counsel.
  
- k. **“Court”** means the Supreme Court of Nova Scotia.
  
- l. **“Day(s)”** means a calendar day.
  
- m. **“Distribution Plan”** means the plan for the distribution of the Settlement Fund attached as Schedule “E” to the Settlement Agreement.
  
- n. **“Effective Date”** means September 26, 2014, if the Termination Right has not been exercised by the Settling Defendant.
  
- o. **“NSHCC”** means the Nova Scotia Home for Colored Children.
  
- p. **“Opt Out Date”** means August 18, 2014.
  
- q. **“Opt Out Form”** means the form attached as Schedule “G” to the Settlement Agreement.
  
- r. **“Other Actions”** means all of the individual actions identified in Schedule “F” to the Settlement Agreement.
  
- s. **“Other Defendants”** mean defendants in the other Actions, but does not

- include the Settling Defendant and the Nova Scotia Home for Colored Children.
- t. **“Parties”** means the Plaintiffs and the Attorney General of Nova Scotia, representing Her Majesty the Queen in right of the Province of Nova Scotia (“Attorney General of Nova Scotia”).
- u. **“Representative Plaintiffs”** means June Elwin, Harriet Johnson, and Deanna Smith.
- v. **“Preliminary Approval Motion”** means a motion to the Court for the Preliminary Approval Order.
- w. **“Preliminary Approval Order”** means an order issued by the Court in substantially the form as that attached as Schedule “A” to the Settlement Agreement approving the content and means of delivery of Preliminary Approval Notice.
- x. **“Preliminary Approval Notice”** means preliminary notice of the Settlement Agreement and the Approval Motion in the form attached as Schedule “C” to the Settlement Agreement.
- y. **“Released Claims”** means without limitation, all manner of claims, complaints, demands, actions, suits, liabilities, statutory liabilities, or any other causes of action alleged or which could have been asserted in the Action, whether presently known or unknown, direct or indirect, for any order, relief, declaration, or damages of any nature whatsoever that all the Representative Plaintiffs and all the Class Members had or may have against the Settling Defendant during the Class Period and up to the date of execution of the Settlement Agreement.
- z. **“Releasees”** means the Settling Defendant and its employees, servants, officers and agents.

- aa. **“Settlement Agreement”** means this agreement, written and signed by the Parties herein, on or about June 3, 2014.
- bb. **“Settlement Fund”** means \$29,000,000.00 paid in trust to the Claims Administrator by the Settling Defendant, to be distributed in accordance with the terms of the Distribution Plan, the Approval Order and the Settlement Agreement.
- cc. **“Settling Defendant”** means the Attorney General of Nova Scotia.
- dd. **“Termination Right”** means the ability of the Settling Defendant to unilaterally terminate this Settlement Agreement in certain circumstances, as set out in the Settlement Agreement, by giving written notice to Class Counsel.
- ee. **“Withdrawal of Opt Out Form”** means the form attached as Schedule “H” to the Settlement Agreement.

## **2 INTRODUCTION**

### **2.1 Subject to Court Approval**

Subject to Court approval as required by the *Class Proceedings Act*, S.N.S. 2007, c. 28, the Parties hereby stipulate and agree that in consideration of the mutual covenants set forth in the within Settlement Agreement and upon approval by the Court, the Action shall be settled and compromised in accordance with the terms in the within Settlement Agreement.

### **2.2 Intention to Resolve All Claims**

It is the intention of the Parties that the within Settlement Agreement capture and resolve all claims of all Class Members that, for the sole purpose of the Settlement Agreement only, were resident in the Nova Scotia Home for Colored Children between

January 1, 1921 to December 31, 1989.

### **2.3 Agreement**

The Parties hereby stipulate and agree that in consideration of the mutual covenants set forth in the Settlement Agreement, and for consideration, the receipt and sufficiency of which is hereby acknowledged, that as of the Effective Date, the Action shall be settled and compromised on the terms and conditions set forth in the within Settlement Agreement.

## **3 SETTLEMENT APPROVAL PROCESS**

- 3.1** The Parties will not seek an Order for costs of the Preliminary Approval Motion or the Approval Motion.
- 3.2** If the Settlement Agreement is not approved, it will be void and the parties will return to their original position as if the Settlement Agreement had never been negotiated or proposed to the Court.
- 3.3** The action shall continue as a proposed certified class proceeding under the *Class Proceedings Act*, S.N.S. 2007, c. 28.
- 3.4** For the purposes of clarification, the definition of “Class Members” and “Class Period” herein will not apply to the continuing Action.
- 3.5** Any and all costs of the Preliminary Approval Notice and Approval Notice will be paid by Class Counsel as a disbursement, which disbursement may be claimed against the Settlement Fund.
- 3.6** Mailing the Preliminary Approval Notice by regular mail to those Class Members pursuant to paragraph 4.2.

#### **4 PRELIMINARY APPROVAL MOTION**

**4.1** The Plaintiffs will bring the Preliminary Approval Motion to the Court seeking the Preliminary Approval Order within 21 Days of the execution of the Settlement Agreement, or such later time as agreed by the Settling Defendant.

**4.2** Preliminary Approval Notice will be provided to Class Members within 14 Days of the issuance of the Preliminary Approval Order, by:

- i. Mailing the Preliminary Notice by regular mail to those Class Members with a recent address in the possession of Class Counsel;
- ii. Mailing the Preliminary Notice by electronic mail to those Class Members with an electronic address in the possession of Class Counsel;
- iii. Publishing the Preliminary Notice once in the Globe and Mail, the English editions of the Metro across Canada, the St. John's Telegram and twice in the Chronicle Herald Provincial and Halifax editions, in a size not less than 1/8 of a page for all publications;
- iv. Posting the Preliminary Notice on the Facebook page of Black Nova Scotian News; and
- v. Posting the Preliminary Notice on the following websites:
  - a. NSHCC Settlement – [www.nshccsettlement.com](http://www.nshccsettlement.com)
  - b. Wagners – [www.wagners.co](http://www.wagners.co)
  - c. VOICES – [www.voicesociety.ca](http://www.voicesociety.ca)
  - d. At Home Site – [www.at-home-site.org](http://www.at-home-site.org)
  - e. Twitter – [www.twitter.com/WagnersLawFirm](http://www.twitter.com/WagnersLawFirm)



## 5 APPROVAL MOTION

**5.1** The Plaintiffs will bring the Approval Motion to the Court for the approval of the Settlement Agreement within 42 Days of the date of issuance of the Preliminary Approval Order, or such later time as agreed by the Settling Defendant.

**5.2** Approval Notice will be provided to Class Members within 14 Days of the issuance of the Preliminary Approval Order, by:

- i. Mailing the Approval Notice by regular mail to those Class Members with a recent address in the possession of Class Counsel;
- ii. Mailing the Approval Notice by electronic mail to those Class Members with an electronic address in the possession of Class Counsel;
- iii. Publishing the Approval Notice once in the Globe and Mail, the English editions of the Metro across Canada, the St. John's Telegram and twice in the Chronicle Herald Provincial and Halifax editions, in a size not less than 1/8 of a page for all publications;
- iv. Posting the Approval Notice on the Facebook page of Black Nova Scotian News; and
- v. Posting the Approval Notice on the following websites:
  - a. NSHCC Settlement – [www.nshccsettlement.com](http://www.nshccsettlement.com)
  - b. Wagners – [www.wagners.co](http://www.wagners.co)
  - c. VOICES – [www.voicesociety.ca](http://www.voicesociety.ca)
  - d. At Home Site – [www.at-home-site.org](http://www.at-home-site.org)
  - e. Twitter – [www.twitter.com/WagnersLawFirm](http://www.twitter.com/WagnersLawFirm)

## **6 RIGHT TO APPEAR**

**6.1** Any Class Member may appear at the hearing of the Approval Motion for approval of the Settlement Agreement, to object to any aspect of the within Settlement Agreement.

## **7 OBJECTIONS TO SETTLEMENT**

**7.1** A Class Member who objects to the fairness, reasonableness, or adequacy of the Settlement Agreement must do so by the following methods:

A. Deliver to Class Counsel:

- i. A statement in writing of the objection setting forth the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention;
- ii. Any evidence that the Class Member wishes to introduce in support of the statement of objection;
- iii. Any grounds to support his or her status as a Class Member;
- iv. Such written statement of objection must be delivered to Class Counsel by no later than July 4, 2014 in compliance with the Preliminary Approval Notice;
- v. Class Counsel will deliver to the Settling Defendant copies of any statement of objection received.

OR:

B. Object in person by appearing at the hearing of the Approval Motion.

## **8 REPRESENTATION**

**8.1** Class Members can be self-represented or retain counsel at their direction and their own expense.

## **9 BINDING EFFECT**

**9.1** Any Class Member who does not opt out of the Action following the process set out in Section 11 of the Settlement Agreement shall be bound by all of the terms and conditions of the within Settlement Agreement, as approved by the Court.

## **10 APPROVAL**

**10.1** At the Motion for Approval of the Settlement Agreement the Parties will request that the Court approve all terms and conditions of the Settlement Agreement as set out in the Approval Order and all attached Schedules thereto.

## **11 OPTING OUT**

**11.1** Individuals who would otherwise be Class Members can opt out of the Action by delivering an Opt Out Form by regular mail, email, or fax to Class Counsel before the Opt Out Date.

**11.2** Class Counsel will attempt to contact individuals who complete an Opt Out Form to provide information. Where the Class Member wishes, he or she may deliver to Class Counsel an Opt Out Withdrawal Form by September 4, 2014 which will have the effect of nullifying and voiding any Opt Out Form previously received by Class Counsel.

**11.3** Class Counsel will deliver to the Settling Defendant by September 5, 2014, a list of any Class Members who have opted out of the Action.

## **12 SETTLEMENT FUND**

- 12.1** Should the Settling Defendant not exercise its Termination Right, on or before October 10, 2014, the Settling Defendant will pay the Settlement Fund to the Claims Administrator.
- 12.2** The Settlement Fund is an all-inclusive payment which includes, but is not limited to: all Counsel Fees, disbursements, and costs of Class Counsel, all Administrative Fees, AND any and all other costs, fees, and disbursements related to and/or associated in any manner whatsoever with the Action, all court Motions related thereto, and the implementation of the Settlement Agreement.

## **13 COUNSEL FEES AND ADMINISTRATION FEES**

- 13.1** Class Counsel are to bring a motion seeking the approval of Counsel Fees payable from the Settlement Fund following the Effective Date should the Settling Defendant not exercise its Termination Right.
- 13.2** The Claims Administrator may bring a motion seeking the approval of Administration Fees from the Settlement Fund at any time before the final distribution of the Settlement Fund.
- 13.3** The Settling Defendant will take no position on the motions for approval for Counsel Fees or Administration Fees.
- 13.4** The Settlement Agreement is not dependent on the approval of any particular Counsel Fee or Administration Fee request.

## **14 DISTRIBUTION**

- 14.1** No amount will be paid from the Settlement Fund until the Effective Date has passed.

**14.2** Counsel Fees shall be paid from the Settlement Fund after the Effective Date and after the Counsel Fees have been approved by the Court. Upon Court Approval, the Claims Administrator shall pay to Class Counsel the Court approved Counsel Fees.

**14.3** Administration Fees may be paid from the Settlement Fund before final distribution of the Settlement Fund upon a motion to the Court by the Claims Administrator.

**14.4** The balance of the Settlement Fund will be distributed to Class Members in accordance with the Distribution Plan at Schedule "E" to the Settlement Agreement.

## **15 TERMINATION**

**15.1** If more than 5 Class Members have opted out before the Effective Date, then the Settling Defendant may exercise the Termination Right.

**15.2** If the Settling Defendant exercises the Termination Right:

- a. Written Notice will be given to Class Counsel and the Court by September 26, 2014;
- b. Notice will be published once in the Halifax editions of the Chronicle Herald and the Metro;
- c. The cost of the notice of the Settling Defendant's termination shall be borne by the Settling Defendant;
- d. The Settlement Agreement will be void and of no binding effect. The parties will return to their original position as if the Settlement Agreement had never been negotiated or proposed to the Court;
- e. The action shall continue as a proposed certified class proceeding under

the *Class Proceedings Act*, S.N.S. 2007, c. 28; and

- f. For the purposes of clarification, the definition of “Class Members” and “Class Period” herein will not apply to the continuing Action.

## **16 RELEASE AND DISMISSAL**

**16.1** As of the Effective Date, all Representative Plaintiffs and Class Members who have not opted out of the Settlement Agreement before the Opt Out Date are deemed to have granted the following release:

Without limitation, the Representative Plaintiffs and all Class Members forever release the Settling Defendant and its employees, servants, officers, and agents (hereinafter referred to as the “Releasees”) from the Released Claims. The Representative Plaintiffs and all Class Members agree not to make any new claim arising out of or relating in any way to the subject matter of the Released Claims.

**16.2** As of the Effective Date, all Representative Plaintiffs and Class Members who have not opted out of the Settlement Agreement before the Opt Out Date are deemed to have granted the following indemnification:

Each and every Representative Plaintiff and Class Member does hereby release and forever discharge and undertake not to make any claim or take any proceedings against any person who might claim contribution or indemnity against the Releasees. In the event any such claim for indemnity is made, the specific Representative Plaintiff and/or Class Member undertakes to indemnify the Releasees in full for any amount that the Releasees are called upon to pay, including damages, legal fees, and disbursements, as a result of any such claim being made.

**16.3** On the Effective Date, each Class Member who is a plaintiff in the Other Actions will be deemed to have irrevocably consented to the dismissal of the Other Actions in which they are a plaintiff against the Settling Defendant, with prejudice and on a without costs basis.

## **17 NO ADMISSION OF LIABILITY**

**17.1** By entering into the Settlement Agreement, the Settling Defendant, the Attorney General of Nova Scotia in no way admits any liability to the Representative Plaintiffs and the Class Members, individually or collectively, all such liability being expressly denied. Rather, the Attorney General of Nova Scotia enters into the Settlement Agreement to avoid further protracted litigation and resolve and settle all disputes with the Representative Plaintiffs and the Class Members. The Attorney General of Nova Scotia, the Representative Plaintiffs and the Class Members, understand and agree that neither the Settlement Agreement, nor the negotiations that preceded it, shall be used as evidence with respect to the claims asserted in the Action, or in any other proceeding or dispute, except to enforce the terms of the Settlement Agreement.

## **18 MISCELLANEOUS**

**18.1** The Court retains jurisdiction over any disputes concerning the interpretation and implementation of the Settlement Agreement.

**18.2** Previous drafts of the Settlement Agreement will not be used in the interpretation of the Settlement Agreement.

**18.3** The Settlement Agreement may be executed in counterparts.

**18.4** Time shall be of the essence in this Agreement.

**18.5** The Parties shall cooperate fully with each other and shall use their best efforts to obtain the Court's approval of the Settlement Agreement and all of its terms.

**18.6** Without limitation, this Settlement Agreement shall be binding upon and inure to the benefit of:

- a. The Representative Plaintiffs and the Class Members, and their representatives, heirs, administrators, executors, beneficiaries, and
- b. The Settling Defendant and its employees, servants, officers, and agents.

**18.7** This Settlement Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party not a party to the Settlement Agreement.

**18.8** The captions or headings of the sections and paragraphs of the Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of the Settlement Agreement.

**18.9** The determination of the terms and conditions of the Settlement Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of the Settlement Agreement and, therefore, the terms and conditions of the Settlement Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

## **19 EFFECT OF MODIFICATION OF AGREEMENT BY COURT**

**19.1** If any Class Member(s) apply to the Court for a modification of, addition to, or alteration of any material term or condition of the Settlement Agreement, and if the Court on such request or of its own accord does modify, add to, or alter any of the material terms or conditions of the Settlement Agreement, the Settlement Agreement shall become voidable at the option of either of the Parties. The



Settlement Agreement will be of no further effect upon filing with the Court, a Notice of Withdrawal From Settlement Agreement, by either of the Parties or their counsel within five (5) business Days of receipt of any order, motion, or directive of the Court modifying, adding to, or altering any of the material terms or conditions of the Settlement Agreement.


## 20 APPLICABLE LAW

20.1 The Settlement Agreement shall be interpreted in accordance with the laws of the Province of Nova Scotia.

SIGNED IN TRIPLICATE THIS 3<sup>RD</sup> DAY OF JUNE, 2014 IN HALIFAX, PROVINCE OF NOVA SCOTIA.

WITNESSED BY:

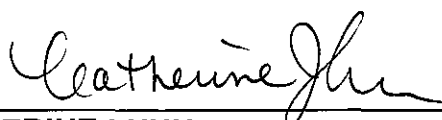
  
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**RAYMOND F. WAGNER, Q.C.**  
Wagners  
1869 Upper Water Street  
Suite PH301, Pontac House  
Halifax, NS B3J 1S9  
**SOLICITOR FOR THE PLAINTIFFS**

WITNESSED BY:

  
\_\_\_\_\_

  
\_\_\_\_\_

**CATHERINE LUNN**  
Department of Justice (NS)  
5151 Terminal Road  
Halifax, NS B3J 2L6  
**SOLICITOR FOR THE DEFENDANT, THE  
ATTORNEY GENERAL OF NOVA SCOTIA**

**21 SCHEDULE "A" – PRELIMINARY APPROVAL ORDER**

2011

Hfx. No. 343536

**SUPREME COURT OF NOVA SCOTIA**

BETWEEN:

JUNE ELWIN, HARRIET JOHNSON, and DEANNA SMITH

PLAINTIFFS

- AND -

THE NOVA SCOTIA HOME FOR COLORED CHILDREN, a body corporate and THE ATTORNEY GENERAL OF NOVA SCOTIA, representing Her Majesty the Queen in right of the Province of Nova Scotia

DEFENDANTS

**Proceeding under the *Class Proceedings Act*, SNS 2007, c 28****ORDER – PRELIMINARY APPROVAL****UPON HEARING** Raymond Wagner, Q.C. and Michael Dull, Solicitors for the Plaintiffs;**AND UPON HEARING** Catherine Lunn and Lyndsay Jardine, Solicitors for the Defendant Attorney General of Nova Scotia;**IT IS ORDERED THAT:**

1. This Order adopts and incorporates the defined terms as set out in the Settlement Agreement, dated on or about June 3, 2014, and attached to this Order as Schedule "A".

2. Preliminary Notice in substantially the same form as that attached as Schedule “C” to the Settlement Agreement is approved.
3. Within 14 Days of the date of this Order, Class Counsel will deliver the Preliminary Notice to the proposed Class Members by:
  - i. Mailing the Preliminary Notice by regular mail to those Class Members with a recent address in the possession of Class Counsel;
  - ii. Mailing the Preliminary Notice by electronic mail to those Class Members with an electronic address in the possession of Class Counsel;
  - iii. Publishing the Preliminary Notice once in the Globe and Mail, the English editions of the Metro across Canada, the St. John’s Telegram and twice in the Chronicle Herald Provincial and Halifax editions, in a size not less than 1/8 of a page for all publications;
  - iv. Posting the Preliminary Notice on the Facebook page of Black Nova Scotian News;
  - v. Posting the Preliminary Notice on the following websites:
    - i. a. NSHCC Settlement – [www.nshccsettlement.com](http://www.nshccsettlement.com)
    - b. Wagners – [www.wagners.co](http://www.wagners.co)
    - c. VOICES – [www.voicesociety.ca](http://www.voicesociety.ca)
    - d. At Home Site – [www.at-home-site.org](http://www.at-home-site.org)
    - e. Twitter – [www.twitter.com/WagnersLawFirm](http://www.twitter.com/WagnersLawFirm)

4. Costs of the Preliminary Notice will be paid by Class Counsel as a disbursement.

Dated \_\_\_\_\_, 2014

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**RAYMOND F. WAGNER, Q.C.**  
Wagners  
1869 Upper Water Street  
Suite PH301, Pontac House  
Halifax, NS B3J 1S9  
**SOLICITOR FOR THE PLAINTIFFS**

---

**CATHERINE LUNN**  
Department of Justice (NS)  
5151 Terminal Road  
Halifax, NS B3J 2L6  
**SOLICITOR FOR THE DEFENDANT,  
THE ATTORNEY GENERAL OF NOVA SCOTIA**

**22 SCHEDULE "B" – APPROVAL ORDER**

2011

Hfx. No. 343536

**SUPREME COURT OF NOVA SCOTIA**

BETWEEN:

JUNE ELWIN, HARRIET JOHNSON, and DEANNA SMITH

PLAINTIFFS

- AND -

THE NOVA SCOTIA HOME FOR COLORED CHILDREN, a body corporate and THE ATTORNEY GENERAL OF NOVA SCOTIA, representing Her Majesty the Queen in right of the Province of Nova Scotia

DEFENDANTS

**Proceeding under the *Class Proceedings Act*, SNS 2007, c 28****ORDER – SETTLEMENT APPROVAL****UPON HEARING** Raymond Wagner, Q.C. and Michael Dull, Solicitors for the Plaintiffs;**AND UPON HEARING** Catherine Lunn and Lyndsay Jardine, Solicitors for the Defendant Attorney General of Nova Scotia;**IT IS ORDERED THAT:****General**

1. This Order adopts and incorporates the defined terms as set out in the Settlement Agreement, dated on or about June 3, 2014, and attached to this Order as Schedule "A".
2. Notice of the Settlement Agreement in substantially the same form as that attached as Schedule "D" to the Settlement Agreement is approved.

## Certification

3. This Action is conditionally certified for settlement purposes as a class action as against the Settling Defendant pursuant to the *Class Proceedings Act*;
4. For the sole purpose of the Settlement Agreement only, the Class is defined as:

All persons who were resident in the Nova Scotia Home for Colored Children between January 1, 1921 to December 31, 1989.
5. June Elwin, Harriet Johnson, and Deanna Smith are appointed as Representative Plaintiffs for the Class.
6. The common issues are:
  - a. Did the Defendant, the Attorney General of Nova Scotia, owe a duty of care to the former residents who were placed into the NSHCC by the Director of Child Welfare, by Children's Aid Societies, or by any other means?
  - b. If the answer to (b) is yes, did the Defendant, the Attorney General of Nova Scotia, breach its duty of care?
  - c. Did the Defendant, the Attorney General of Nova Scotia, owe a fiduciary duty to the former residents who were placed into the NSHCC by the Director of Child Welfare, by Children's Aid Societies, or by any other means?
  - d. If the answer to (d) is yes, did the Defendant, the Attorney General of Nova Scotia, breach its fiduciary duty?
7. Within 14 Days of the Approval Order, Approval Notice will be provided to Class Members by:

- i. Mailing the Approval Notice by regular mail to those Class Members with a recent address in the possession of Class Counsel;
  - ii. Mailing the Approval Notice by electronic mail to those Class Members with an electronic address in the possession of Class Counsel;
  - iii. Publishing the Approval Notice once in the Globe and Mail, the English editions of the Metro across Canada, the St. John's Telegram and twice in the Chronicle Herald Province and Halifax editions, in a size not less than 1/8 of a page for all publications;
  - iv. Posting the Approval Notice on the Facebook page of Black Nova Scotian News;
  - v. Posting the Approval Notice on the following websites:
    - i. a. NSHCC Settlement – [www.nshccsettlement.com](http://www.nshccsettlement.com)
    - b. Wagners – [www.wagners.co](http://www.wagners.co)
    - c. VOICES – [www.voicesociety.ca](http://www.voicesociety.ca)
    - d. At Home Site – [www.at-home-site.org](http://www.at-home-site.org)
    - e. Twitter – [www.twitter.com/WagnersLawFirm](http://www.twitter.com/WagnersLawFirm)
8. Costs of the Approval Notice will be paid by Class Counsel as a disbursement.
9. Class Members may opt out of the Action by regular mail, courier, email, fax or personal delivery of an Opt Out form to Class Counsel before the Opt Out Date. Opt Outs with a post mark or courier slip evidencing date of receipt before the Opt Out Date will be deemed received as at the date and time of the post mark. The form attached at Schedule “B” is an approved Opt Out form.

### **Settlement Agreement**

10. The Settlement Agreement is approved as fair, reasonable, and in the best interests of the Class.
11. The Settlement Agreement is approved and shall be implemented in accordance with this order.
12. The Settlement Agreement is binding upon the Representative Plaintiffs, the Class Members, and the Settling Defendant.
13. No person may bring any action or take any proceeding against the Claims Administrator, Claims Facilitator, Claims Evaluator, or any other employees, agents and partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the implementation of this order or the administration of the Settlement Agreement, except with leave of the Court.

### **Release**

14. As of the Effective Date, all Representative Plaintiffs and Class Members who have not opted out of the Settlement Agreement before the Opt Out Date are deemed to have granted the following release:

Without limitation, the Representative Plaintiffs and all Class Members forever release the Settling Defendant and its employees, servants, officers, and agents (hereinafter referred to as the "Releasees") from the Released Claims. The Representative Plaintiffs and all Class Members agree not to make any new claim arising out of or relating in any way to the subject matter of the Released Claims.



15. As of the Effective Date, all Representative Plaintiffs and Class Members who have not opted out of the Settlement Agreement before the Opt Out Date are deemed to have granted the Settling Defendant following indemnification:

Each and every Representative Plaintiff and Class Member does hereby release and forever discharge and undertake not to make any claim or take any proceedings against any person who might claim contribution or indemnity against the Releasees. In the event any such claim for indemnity is made, the specific Representative Plaintiff and/or Class Member undertakes to indemnify the Releasees in full for any amount that the Releasees are called upon to pay, including damages, legal fees, and disbursements, as a result of any such claim being made.

### **Dismissal**

16. As of the Effective Date, this Action and the Other Actions brought by Class Members who have not opted out of the Settlement Agreement and this Action, are dismissed in their entirety as against the Settling Defendant and the Other Defendants, without costs.

Dated \_\_\_\_\_, 2014

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**RAYMOND F. WAGNER, Q.C.**  
 Wagners  
 1869 Upper Water Street  
 Suite PH301, Pontac House  
 Halifax, NS B3J 1S9  
**SOLICITOR FOR THE PLAINTIFFS**

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**CATHERINE LUNN**  
 Department of Justice (NS)  
 515 Terminal Road  
 Halifax, NS B3J 2L6  
**SOLICITOR FOR THE DEFENDANT, THE  
 ATTORNEY GENERAL OF NOVA SCOTIA**

## **23 SCHEDULE “C” – PRELIMINARY APPROVAL NOTICE**

### **Nova Scotia Home for Colored Children - Proposed Settlement Agreement**

*Elwin et al v The Nova Scotia Home for Colored Children and The Attorney General of Nova Scotia*, Supreme Court of Nova Scotia, Hfx. No. 343536

#### **What is this notice?**

A law suit against the Province of Nova Scotia has been conditionally settled regarding allegations of abuse suffered by former residents of the Nova Scotia Home for Colored Children. If you lived at the Nova Scotia Home for Colored Children at any point between January 1, 1921 and December 31, 1989, you may be a member of the Class. Your legal rights may be affected by this settlement. The Settlement Agreement must now be approved by the court.

#### **What are the terms of the settlement?**

The Province of Nova Scotia will pay \$29,000,000.00 into a trust account. After court-approved legal fees, taxes, disbursements, and administration fees are deducted, that money will be distributed to eligible former residents in accordance with an agreed-upon plan. You can read the full settlement agreement online at: [www.voicesociety.ca](http://www.voicesociety.ca), [www.at-home-site.org](http://www.at-home-site.org), [www.nshccsettlement.com](http://www.nshccsettlement.com) and [www.wagners.co](http://www.wagners.co).

#### **What are the next steps?**

A court hearing to approve the settlement agreement is set for July 7, 2014 in Halifax. You may attend but you do not have to. If you want to object to the Settlement Agreement, Wagners must receive your written objection - by July 4, 2014 OR you may also object in person on July 7, 2014 by appearing at the court hearing on July 7, 2014, to be held at the Law Courts, 1815 Upper Water Street, Halifax, Nova Scotia.

**Do I have to do anything right now?**

No. You may make a claim after the settlement has been approved. Another notice will be published after the settlement is approved giving more detail on how to make a claim.

**Will I have to pay anything?**

No. Class Counsel will ask the court to approve legal fees, disbursements and taxes, payable out of the settlement fund. Any such fees have to be approved by the court as fair and reasonable.

**How can I get more information?**

For more information, contact Class Counsel (lawyers for the settlement Class):

Wagners

1869 Upper Water Street

Suite PH301, Pontac House

Halifax, NS B3J 1S9

Office: 902-425-7330

Toll Free: 1-800-465-8794. Fax: 902-422-1233

Website: <http://wagners.co>

## **24 SCHEDULE “D” – APPROVAL NOTICE**

### **Nova Scotia Home for Colored Children - Settlement Agreement Approved by Court**

*Elwin et al v The Nova Scotia Home for Colored Children and The Attorney General of Nova Scotia*, Supreme Court of Nova Scotia, Hfx. No. 343536

#### **What is this notice?**

A law suit against the Province of Nova Scotia has been conditionally settled regarding allegations of abuse suffered by former residents of the Nova Scotia Home for Colored Children (the Home). If you lived at the Home at any point between January 1, 1921 and December 31, 1989, you may be a member of the Class. Your legal rights may be affected by this settlement.

#### **What are the terms of the settlement?**

The Province of Nova Scotia will pay \$29,000,000.00. This settlement will be added to a fund of \$5,000,000.00, paid by the Home in a prior settlement. The combined amount of \$34,000,000.00 will be distributed in accordance with a distribution plan. The settlement amount and the plan for distributing the fund has been approved by the Court and found to be fair and reasonable and in the best interests of the former residents. You can read the full settlement agreement online at: [www.wagners.co](http://www.wagners.co), [www.nshccsettlement.com](http://www.nshccsettlement.com), [www.voicesociety.ca](http://www.voicesociety.ca), and [www.at-home-site.org](http://www.at-home-site.org).

#### **How do I make a claim?**

If you lived at the Home at any point between January 1, 1921 and December 31, 1989 and wish to make a claim under this settlement, you may do by sending in a claim form. A Claim Form is currently available at [www.nshccsettlement.com](http://www.nshccsettlement.com), [www.wagners.co](http://www.wagners.co), or can be requested by calling toll-free 1-866-262-0006. If you intend to submit a claim you must do so before by February 27, 2015. More information is posted on [www.nshccsettlement.com](http://www.nshccsettlement.com) and [www.wagners.co](http://www.wagners.co).

**What if I do not want to take part?**

If you are a former resident who doesn't want to be legally bound by this Settlement, you may opt-out. To do this you must complete an Opt Out Form and send it to Wagners Law Firm by August 18, 2014. The Opt Out Form is available at [www.nshccsettlement.com](http://www.nshccsettlement.com) and [www.wagners.co](http://www.wagners.co). Anyone who opts out will not be eligible to claim benefits under the Settlement Agreement.

**Will I have to pay anything?**

No. Class Counsel will ask the court to approve legal fees, disbursements and taxes, payable out of the settlement fund. Any such fees have to be approved by the court as fair and reasonable.

**How can I get more information?**

For more information, contact Class Counsel (Wagners Law Firm at 1-800-465-8794), or the Claims Administrator (Bruneau Group at 1-866-262-0006)

## **25 SCHEDULE “E” – DISTRIBUTION PLAN**

*This Distribution Plan has been developed by the Class Members and Class Counsel in conjunction with the support group, Voices, and with the input and guidance of administrative and restorative justice consultants.*

*The Distribution Plan must be read in conjunction with, and subject to, all of the terms and conditions of the Settlement Agreement. This includes, but is not limited to, clause 17.1 of the Settlement Agreement and no language herein should be read in any way to constitute an admission of liability on the part of the Settling Defendant.*

### **Preamble –Guiding Principles for the Distribution of this Settlement**

- 1) The Class Members desire for the distribution process to reflect a restorative approach. The objective of this Distribution Plan will be centered on the harms endured by former residents of the Nova Scotia Home for Colored Children and is intended to address these harms and provide support for healing and the future wellbeing of the former residents of the Nova Scotia Home for Colored Children, their families and the broader community.
- 2) Overarching this Distribution Plan is the Class Members’ shared desire that the former residents of the NSHCC not be subjected to an adversarial adjudicative process. The Class Members do not desire this process to be focused on past blame and fault.
- 3) The financial compensation contained within this Distribution Plan serves an important symbolic role in acknowledging the consequences and harms suffered by former residents of the Nova Scotia Home for Colored Children. The Distribution Plan described herein reflects the values of the survivors of abuse at the Nova Scotia Home for Colored Children.

**Persons Involved in this Distribution Plan:****i. Former Residents of the NSHCC:**

- a) The needs and interests of the former residents of the Nova Scotia Home for Colored Children guide the distribution of this settlement.
- b) All former residents who come forward and meet the criteria described in herein will be entitled to participate in the distribution of this settlement.

**ii. VOICES:**

- a) VOICES is the Victims of Institutional Child Exploitation Society, a non-profit registered Society that provides support for victims of institutional child exploitation and abuse in Nova Scotia.
- b) VOICES shall play an important role in helping ensure that the distribution plan be survivor-focused and not cause further harm to Claimants. The assistance of VOICES shall be optional for each Claimant.
- c) At the outset of the distribution, VOICES shall hold information sessions, in person or via telephone, to explain to Claimants the restorative approach taken to this settlement process.
- d) At the request of any Claimant, the co-chairpersons and other designated representatives of VOICES may assist the Claimant through any stage of the claims process.
- e) At the request of any Claimant, VOICES shall coordinate individual counseling and/or coordinate group supports. At the request of any Claimant, VOICES shall coordinate financial counseling.

### **iii. Claims Administrator**

- a) The Bruneau Group 390 Rideau St. – Box 20187. Ottawa, ON K1N 9P4, has been retained by the parties to this settlement and approved by Nova Scotia Supreme Court to administer the Distribution Plan.
- b) The Bruneau Group shall be responsible for the distribution of the settlement funds in accordance with any Court Orders and the process described herein.

### **iv. Claim Facilitators**

- a) The Claim Facilitators shall be responsible for assisting Claimants, who are eligible for a Common Experience Payment, through the Independent Assessment Process described here. The Claim Facilitator shall not be an advocate for Claimants but rather will work with the Claimant and the Claim Evaluator to help ensure that the claim process is consistent with the Propose and Guiding Principles for the Distribution of this Settlement
- b) The Claims Administrator shall approve up to 20 Claim Facilitators. The Claims Administrator shall have the discretion to appoint as many of the approved Claims Facilitators as is required for assist Claimants through the distribution process described herein.
- c) The Claims Facilitators shall be entitled to be remunerated for assisting Claimants. The rate of remuneration shall be set by the Claims Administrator.
- d) Approved Claim Facilitators shall be persons with familiarity and knowledge of the African Nova Scotian Community and will have experience, sensitivity, knowledge working with survivors of trauma and violence. Approved Claim Facilitators can be members of VOICES.



- e) Approved Claim Facilitators must attend a seminar on the restorative principles applicable to this distribution plan, the history of the NSHCC, and trauma.
- f) The Claims Administrator shall have full and final discretion to discharge and replace a Claim Facilitator where the Claims Administrator believes, in its sole discretion, that the Claim Facilitator is not meeting the criteria or the spirit of this distribution plan.
- g) Claim Facilitators shall take an oath to act in good faith, not in conflict of interest and to maintain the information in utmost confidence.

#### **v. Claim Evaluators**

- a) The Claim Evaluators shall be responsible for meeting with Claimants pursuant to the Independent Assessment Process described herein, in an effort to gain a holistic understanding of a Claimant's experience and resulting harms.
- b) The Claims Administrator may approve up to 20 Claim Evaluators. The Claims Administrator shall have the discretion to appoint as many of the approved Claims Evaluators as is required for meet with Claimants as part of the Independent Assessment Process described herein.
- c) The Claims Evaluators shall be entitled to be remunerated for each claim assessment. The rate of remuneration shall be set by the Claims Administrator.
- d) Approved Claim Evaluators are not required to have had legal training. They must be compassionate individuals who have experience dealing with survivors of trauma. Claim Evaluators must have very good written and verbal communication skills and have experience exercising

discretion in a decision making process.

- e) Approved Claim Evaluators must attend a seminar on the restorative principles applicable to this distribution plan, the history of the NSHCC, and trauma.
- f) The Claims Administrator shall have full and final discretion to discharge and replace a Claim Evaluator where the Claims Administrator believes, in its sole discretion, that the Claim Evaluator is not meeting the criteria or the spirit of this distribution plan.
- g) Claims Evaluators shall take an oath to act in good faith, not in conflict of interest and to maintain the information in utmost confidence.

#### **The Overall Settlement Process:**

- 4) Summarized, this distribution plan provides for two compensatory programs:
  - 1. ***Common Experience Payment:*** All former residents of the NSHCC shared a common experience. The Common Experience Payment is designed to acknowledge aspects of their common experience and symbolically compensate residents for the harmful aspects of their shared experience at the NSHCC. All Claimants who are alive on June 3, 2014 and who can establish former residency at the NSHCC will be entitled to a Common Experience Payment.
  - 2. ***Independent Assessment Process:*** Some former residents of the NSHCC experienced abuses and harms beyond the common experience. The independent Assessment Process is designed to acknowledge and symbolically compensate such former residents for these more “severe” harms. The law only permits residents who lived at the NSHCC after November 1, 1951 (the date the *Proceedings Against the Crown Act* was enacted in Nova Scotia) to access

compensation from the Province. Therefore only these residents, who meet with a Claims Evaluator, and whose experiences at the NSHCC were beyond the common experience, will be entitled to compensation under the Independent Assessment Process.

**Application to Claims Administrator:**

- 5) Any person who wishes to claim compensation shall deliver to or otherwise provide the Claims Administrator with two forms: (1) a Claim Form, and (2) a Production Authorization Form. The forms must be accompanied by validated personal identity documentation. The three pieces of documentation must be received by the Claims Administrator no later than February 27, 2015. If the Claims Administrator does not receive both of these Forms and validated personal identity documentation from a Class Member by this deadline, then the Class Member shall not be eligible for any compensation whatsoever.
- 6) Mailed or couriered Forms received after the deadline but post marked on or before the deadline will be deemed received on the post marked date. Emailed or personally delivered Forms will be deemed received on the date received.
- 7) The Claim Form consists of two Sections, "A" and "B". All Claimants must complete Section A of the Claim Form. Section A of the Claim Form will be used by the Claims Administrator, in conjunction with the process described herein, to calculate the Claimant's Common Experience Payment.
- 8) The completion of Section B of the Claim Form is optional. Any Claimant who alleges experience(s) beyond the common experience of residents and wishes to apply for compensation under the Independent Assessment Process is required to complete Section B of the Claim Form.
- 9) A Claimant may not submit more than one Claim Form. In particular, a Claimant shall submit one Claim Form that comprises all claims that he or she may

have individually. If more than one Claim Form is submitted within the time specified in paragraph 5, the Claims Administrator will treat them as one Claim Form.

**Verification of Claimant's Residency at the NSHCC:**

10) Upon receipt of a Claimant's Claim Form, Production Authorization Form, and validated personal identity documentation the Claims Administrator shall seek to verify the Claimant's residency at the NSHCC. The process used by the Claims Administrator shall depend on whether the Claimant is a pre-1951 Resident or a post-1951 Resident.

***i. Pre-1951 Residents***

11) A "Pre-1951 Resident" means any Claimant who did not reside at the NSHCC at any point after November 1, 1951.

12) In recognition of the NSHCC's acknowledgment that its records of its former residents, who resided at the NSHCC prior to 1952 are incomplete, any pre-1951 Resident will be entitled to compensation under this Settlement Agreement where his or her residency at the NSHCC can be established either by:

- a) Objective documentation,
- or
- b) Two Solemn Declarations.

13) Upon receiving the Claim Form and Production Authorization Form of a Pre-1951 Resident, the Claims Administrator shall request the Claimant's file from the NSHCC. Where the NSHCC provides documentation listing the Claimant's date of entry and discharge, the Claims Administrator shall use that documentation to verify the Claimant's residency at the NSHCC and the length of such residency.

14) Where the Claims Administrator determines, in its sole discretion, that the documentation from the NSHCC is clear and unambiguous in terms of the length of the Claimant's residency at the NSHCC, the Claims Administrator shall calculate the

Claimant's Common Experience Payment based on the documentation from the NSHCC.

15) Where the NSHCC provides documentation objectively demonstrating the Claimant's residency at the NSHCC but where the Claims Administrator determines, in its sole discretion, that the documentation from the NSHCC is vague in terms of the length of such residency, the Claims Administrator shall calculate the Claimant's Common Experience Payment based on the Section "A" of the Claimant's Claim Form.

16) Where the NSHCC is able to provide documentation to the Claims Administrator confirming the Claimant's residency, in either the manner described in paragraphs 15 and 16, the Claims Administrator shall notify the Claimant in writing of its findings on the length of such residency.

17) Where the NSHCC is unable to locate documentation of the Claimant's residency, the Claims Administrator shall promptly notify the Claimant in writing of such. Such letters sent by the Claims Administrator shall be reflective of the restorative goals of this distribution plan. The content of such letters shall be prepared in consultation with VOICES.

18) Where the Claimant disagrees with the findings of the Claims Administrator, or where the NSHCC is unable to locate documentation of the Claimant's residency, the Claims Administrator shall notify the Claimant that his or her residency can be established by providing to the Claims Administrator either with:

- a) two solemn declarations, each affirming that the Claimant was resident at the NSHCC at some point between January 1, 1921 and December 31, 1951 and each providing best evidence as to the length of time the Claimant resided at the NSHCC. One solemn declaration must be of the Claimant. The other solemn declaration must be of an individual familiar with the Claimant's residency at the NSHCC, such as family members, fellow residents, or

b) other documentation capable of objectively demonstrating his or her residency at the NSHCC, and the length of such residency.

19) The Claimant must provide the Claims Administrator with the two solemn declarations, or objective documentation, described above within 90 days of date of the Claims Administrator's letter. Should the Claimant fail to provide this information by the deadline, the Claimant will not be eligible for any compensation whatsoever.

20) Any Pre-1951 Resident, whose residency is not established by objective documentation or two solemn declarations may be nonetheless be eligible for compensation where there exists justifying circumstances. Within 90 days of the date of the Claim Administrator's letter, a Claimant who alleges circumstances justifying an exception to the need to establish residency by objective documentation or two solemn declarations, deliver a letter to the Claims Administrator explaining such circumstances.

21) Where the Claims Administrator, in its sole discretion, feels the Claimant's circumstances justify an exception to the need to establish residency by objective documentation or two solemn declarations, the Claimant's residency at the NSHCC will be deemed to have been established and the Claims Administrator shall calculate the Claimant's Common Experience Payment based on the Section "A" of the Claimant's Claim Form.

22) Where the NSHCC does not have documentation concerning the residency of a pre-1951 resident, and where that resident fails to provide other objective documentation, or two solemn declarations, or provide a justifying explanation, that Claimant not be eligible for any compensation whatsoever.

***ii. Post-1951 Residents:***

23) A "Post-1951 Resident" means any Claimant who resided at the NSHCC at any point between November 1, 1951 to December 31, 1989.

24) In order to be entitled to compensation under this Settlement Agreement, the residency of any Claimant who resided at the NSHCC at any point between November 1, 1951 and December 31, 1989 (any Post-1951 Resident) must be verified by the Claims Administrator through objective documentation.

25) Upon receiving the Claim Form, Production Authorization Form, and identification documentation of a Post-1951 Resident, the Claims Administrator shall request the Claimant's file from the NSHCC.

26) Where the documentation provided by the NSHCC verifies the Claimant's residency at the NSHCC and the length of such residency, the Claims Administrator shall notify the Claimant in writing of the length of residency established by the NSHCC file. The Claims Administrator shall notify the Claimant of his or her right to provide the Claims Administrator with any additional objective documentation in regards to length of residency within 90 days of date of the Claims Administrator's letter. The Claims Administrator shall advise the Claimant that VOICES is available to assist the Claimant with procuring additional objective documentation.

27) If the Claims Administrator does not receive additional documentation from a Claimant within 90 days of the letter, the Claims Administrator shall calculate the Claimant's Common Experience Payment based on the documentation from the NSHCC.

28) Where the Claimant provides the Claims Administrator with documentation capable of objectively establishing a length of residency at the NSHCC which differs from the length of residency established by the NSHCC documentation, the Claims Administrator shall calculate the Claimant's Common Experience Payment based on the documentation establishing the longer period of residency.

29) Where the NSHCC is unable to locate documentation of the Claimant's residency and/or the length of such residency, the Claims Administrator shall promptly

notify the Claimant in writing of such. The Claims Administrator shall notify the Claimant of his or her right to provide the Claims Administrator with any additional objective documentation in regards to length of residency within 90 days of date of the Claims Administrator's letter. The Claims Administrator shall advise the Claimant that VOICES is available to assist the Claimant with procuring additional objective documentation.

30) Should the Claimant fail to provide this information by the deadline, the Claimant will not be eligible for any compensation whatsoever.

31) Any Post-1951 Resident whose residency cannot be objectively verified by the Claims Administrator in the manner described above will not be entitled to compensation under this Settlement Agreement.

32) The decision of the Claims Administrator with respect to the Claimant's residency, and/or the length of such residency will be final.

33) The Claims Administrator shall maintain the strict confidentiality of any such records and shall destroy them upon completion of the settlement. The Claims Administrator shall send a copy of any records it receives to the Claimant for which they pertain.

34) A Claimant whose period of residency at the NSHCC spanned before and after November 1, 1951, and whose Pre-November 1, 1951 residency cannot be documented through records, has the option of establishing residency in the same manner as a Pre-1951 resident for that period.

### **Common Experience Payment**

35) All Claimants who complete Section A of the Claim form, and whose residency in the NSHCC can be verified in the manner specified above, are eligible to receive a Common Experience Payment.



- 36) The Common Experience Payment is designed to symbolically compensate Claimants for their common experience at the NSHCC.
- 37) The amount of the Common Experience Payment will be:
- (a) \$1,000.00 to every Eligible Claimant who attended the NSHCC for a period of less than 40 days.
  - (b) \$10,000.00 to every Eligible Claimants who attended the NSHCC for one year or part thereof in excess of 39 days. The eligible Claimant will receive either (a) or (b), not both.
  - (c) \$3,000.00 for each year (or part thereof) thereafter the first year that an Eligible Claimant attended the NSHCC. Only Claimants who qualify for (b) will potentially qualify for (c).
- 38) The Claims Administrator shall review each Claim Form and verify that the Claimant is eligible for a Common Experience Payment. To be eligible, the Claims Administrator must be satisfied that:
- (i) The Claimant was resident at the NSHCC between January 1, 1921 to December 31, 1989; and
  - (ii) The Claimant did not opt out of the action.
- 39) The Claims Administrator will advise the Claimant of its decision concerning the Claimant's Common Experience Payment and advise the Claimant that he or she may request the Claims Administrator to reconsider its decision. The Claims Administrator shall include with its letter an explanation of the restorative principles guiding this distribution and the rationale behind the Common Experience Payment.
- 40) The common experiences of residents at the NSHCC will be defined in an

exhaustive list. The Common Experience Payment is intended to acknowledge and compensate Claimants for their shared common experiences.

41) If a Claimant is living at the time this Settlement Agreement is signed, but becomes deceased before submitting a Form A, the Claimant's estate shall be entitled to submit a Form A on the Claimant's behalf and shall be entitled to receive any Common Experience Payment which the Claimant would otherwise have been entitled to receive.

### **Independent Assessment Process**

42) The Independent Assessment Process is intended to compensate Claimants for harmful experiences above and beyond the shared experiences of residents at the NSHCC. Any Claimant whose experiences at the NSHCC are beyond the common experience will be entitled to compensation under the Independent Assessment Process.

43) Pre-1951 Residents are not eligible to claim under the Independent Assessment Process. Post-1951 Residents who do not qualify for a Common Experience Payment are not eligible to opt into the Independent Assessment Process.

44) Post-1951 Residents who do qualify for a Common Experience Payment have the option to enter into the Independent Assessment Process. Only eligible Claimants who have completed Section B of the Claim Form will be entered into the Independent Assessment Process.

45) The Claims Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation under the Independent Assessment Process. To be eligible, the Claims Administrator must be satisfied that:

- (i) The Claimant is a Post-1951 Resident;
- (ii) The Claimant is entitled to a Common Experience Payment, in the

manner described above;

- (iii) The Claimant alleges an experience(s) outside/beyond the Common Experience; and,
- (iv) The Claimant did not opt out of the action against the Settling Defendant (the Attorney General of Nova Scotia).

46) The Claims Administrator will assign each Claimant who is eligible to participate in the Independent Assessment Process with a Claims Facilitator and a Claims Evaluator. The assignment of such persons shall be random, though in recognition that Claims Facilitators and Claims Evaluators may be required to travel to Claimants, the Claims Administrator shall seek to assign Claimants in similar geographic locations with the same Claims Facilitator and Claims Evaluator.

47) The Claims Administrator will advise the Claimant in writing of the Claims Facilitator and Claims Evaluator assigned to the claim. The Claims Administrator shall advise the Claimant of their right to request the assignment of a Claims Facilitator or Claims Evaluator of a different race or sex. The Claims Administrator shall advise the Claimant of their ability to contact VOICES for guidance.

48) Where the Claims Administrator receives written request from the Claimant for the assignment of a different Claims Facilitator or Claims Evaluator within 30 days, the Claims Administrator shall accommodate the request.

49) 30 days after sending the Claimant notice of the Claims Facilitator and Claims Evaluator assigned to the claim, the Claims Administrator will send copies of the Claimant's Claim Form to the Claims Facilitator and Claim Evaluator which have been assigned. Within 30 days of having received a Claimant's Claim Form, the Claims Facilitator will contact the Claimant directly to arrange a meeting.

***Meeting with the Claim Facilitator:***

50) The Claim Facilitator will meet with the Claimant at a mutually agreed-upon location and time. The Claim Facilitator will explain the restorative goals underlying the distribution process to the Claimant and answer any questions they may have.

51) The Claim Facilitator will seek to draw out the Claimant's experiences at the NSHCC and any harm which may have resulted from such experiences. The Claim Facilitator will assist the Claimant in determining whether the Claimant's experience at the NSHCC fits within the Common Experience Payment, or whether the Claimant's experience is beyond the common experience such as to potentially warrant consideration under the Independent Assessment Process. The decision to continue under the Independent Assessment Process will be at the sole discretion of the Claimant.

52) Claimants have the option of attending the Claim Facilitator meeting with a support person(s) of their choosing. At the request of the Claimant, VOICES may attend the meeting with them. If requested to be present by the Claimant, VOICES will be there in a supporting role.

53) The Claim Facilitator will work with the Claimant to assess whether there exists any documentation that may be of relevant assistance to the Claims Evaluator's review. For example, the Claim Facilitator will make inquiries about the existence of any potentially relevant medical records, tax returns or statements.

54) Where the Claim Facilitator is satisfied that such documentation may exist, the Claim Facilitator shall promptly request such documentation and promptly provide copies to the Claimant and to the assigned Claim Evaluator upon receipt. Upon doing so, the Claim Facilitator shall destroy any copies of the Claimant's documentation that remain in the Claim Facilitator's possession.

55) The Claim Facilitator shall notify the assigned Claim Evaluator when production is complete. Where there exists no supporting documentation, the Claim Facilitator shall notify the Claim Evaluator of such.

56) The costs of any such production shall be borne by the Claims Administrator as a disbursement. The Claim Facilitator shall send any invoices related to the production to the Claims Administrator. Upon receipt, the Claim Administrator shall issue payment.

***Meeting with the Claims Evaluator:***

57) Within 30 days after being informed by the Claim Facilitator that production is complete, or that no documentation will be provided, the Claims Evaluator shall be responsible for contacting the Claim Facilitator who will arrange a meeting between the Claimant and Claims Evaluator at a mutually convenient time and location.

58) Claimants have the option of attending the meeting with the Claim Evaluator with a support person(s) of their choosing. At the request of the Claimant, VOICES may attend the meeting with them. If requested to be present by the Claimant, VOICES will be there in a supporting role.

59) The meeting with the Claim Evaluator is intended to be restorative. The form and conduct of the meeting will try to ensure that the process does not cause additional harm and burden on Claimants. The hearing shall be inquisitorial not adversarial.

60) The Claims Evaluator shall conduct each meeting responsively and make any adjustments needed to meet the individual needs of any particular Claimant.

61) The Claims Evaluator shall ask questions of the Claimant such as to try to draw out the Claimant's full story. The Claims Evaluator shall focus the meeting on the harms alleged by the Claimant and the circumstances which lead to the harms.

62) Where the Claims Evaluator has reasonable grounds to believe the Claimant is not being honest and acting good faith, the Claims Evaluator shall not award

compensation to the Claimant under the Independent Assessment program.

63) The award of compensation shall be guided by a list of factors that academic research points to as elements that escalate or exacerbate the harmful or lasting effects of abuse. The Claims Evaluator shall consider this list of factors in conjunction with the Claimant's life circumstances, and award compensation based on the following compensation grid:

Degree of Harm	Compensation Amount
Level 1: Significant Harm	\$25,000
Level 2: Very Significant Harm	\$50,000
Level 3: Severe Harm	\$100,000
Level 4: Very Severe Harm	\$200,000

64) The factors to be considered by the Claims Evaluator in assessing the degree of harm shall be developed in association with experts, Class Counsel, and VOICES.

65) The Claims Evaluator shall consider harms resulting from abuses suffered by a Claimant committed other NSHCC resident(s). This settlement and distribution is intended to acknowledge and symbolically compensate only harms resulting from abuses suffered by a Claimant only while that Claimant was a resident of the NSHCC, regardless of whether the abuses were committed at the NSHCC or another location. This settlement and distribution is not intended to acknowledge and symbolically compensate harms resulting from abuses suffered by a Claimant after December 31, 1989.

***Counseling Costs:***

66) In addition to awarding compensation for harm pursuant to the compensation grid referenced in paragraph 67, the Claims Evaluators shall award an allotment for

counseling commensurate with Claims Evaluator's determination of the degree of harm. The award of payment for counseling shall be based on the following grid:

<b>Degree of Harm</b>	<b>Counseling Allotment</b>
Level 1: Significant Harm	\$2,000
Level 2: Very Significant Harm	\$4,000
Level 3: Severe Harm	\$6,000
Level 4: Very Severe Harm	\$8,000

67) Claims Evaluators may consult each other about the hearing and decision-making processes. They will attempt to conduct consistent sessions and produce decisions in a consistent fashion, and may discuss issues arising in individual cases provided they remain solely responsible for deciding the claims they have heard.

68) At the conclusion of the hearing, the Claims Evaluator will advise the Claimant that his or her decision will be provided in writing within 30 days. Within this time frame, the Claims Evaluator will send both to the Claimant and Claims Administrator a decision in standard format outlining key factual findings and providing a rationale for finding or not finding compensability within the Independent Assessment Process and for the compensation assessed, if any.

69) Each Claimant who is awarded compensation under the Independent Assessment Process shall have the option to receive financial counseling. The financial counseling shall be provided at no cost by a list of certified financial counselors approved by the Claims Administrator. Eligible Claimants shall be informed of these financial counseling services by the Claims Evaluator at the same time the Claimant receives the written decision of the Claims Evaluator.

***Appeal of the Decision of the Claims Evaluator:***

70) The decision of the Claims Evaluator is final and binding subject only to a right of appeal to the Claims Administrator. Where a Claimant believes the decision of the Claims Evaluator contains palpable and overriding errors, he or she may file a request for appeal with the Claims Administrator within 30 calendar days after receiving the decision.

71) If no request for appeal is received by the Claims Administrator within this time period, the Claimant shall be deemed to have accepted the Claims Evaluator's decision and the decision shall be final and binding and not subject to further review by any court or other tribunal.

72) An appeal shall consist of an administrative review. An appeal to the Claims Administrator is issued by the Claimant delivering to the Claims Administrator an Appeal Form, and additional documentation upon which the Claimant relies to demonstrate that the Claims Evaluator made a palpable and overriding error. The Claims Administrator shall review the decision of the Claims Evaluator, along with an appeal form and the additional documentation provide by the Claimant, to determine if the Claims Evaluator made a palpable and overriding error.

73) The Claimant may retain a lawyer to assist with the appeal of the Claims Evaluator's decision. The fees of legal counsel will be deducted from the Claimant's settlement. The approved rate of up to 20% cannot be superseded unless previously approved by the Claims Administrator.

74) For an appeal to be successful, the Claimant must present evidence capable of objectively satisfying the Claims Administrator on a balance of probabilities that the Claims Evaluator made a palpable and overriding error. The Claims Administrator cannot overturn a decision of the Claims Evaluator based on an appeal form alone. Objective documentation may accompany the appeal form.



75) Where the Claims Administrator is satisfied from the evidence provided by the Claimant that the Claims Evaluator made a palpable and overriding error, the Claims Administrator shall substitute the decision with one of its own. The Claims Administrator shall award compensation based on appeal form, the additional documentation provide, and the compensation scheme set out herein.

76) Following its administrative review of the Claimant's appeal, the Claims Administrator shall advise the Claimant of its determination and the reasons therefore. The decision of the Claims Administrator in regards to the Claimant's appeal shall be final and binding and not subject to further review by any court or other tribunal.

### **Payment**

77) The Claimant shall have the opportunity to utilize the placement of structures through McKellar Structured Settlement Inc. when the Class Member chooses to receive their funds out of the Settlement Fund, in whole or in part by way of the Structured Settlement and it meets the Canada Revenue Agency criteria for a tax-free annuity.

78) The Claims Administrator shall send payment of an eligible Claimant's Common Experience Payment within 60 days of its final decision with respect to the Claimant's residency.

79) The Claims Administrator shall wait until receiving the Claims Evaluators' decision on each Claimant before distributing compensation under the Independent Assessment Process.

80) As soon as possible after (i) all Independent Assessment Process decisions have been finalized, (ii) the time to request an appeal of the Claims Evaluator's decision has expired, and (iii) all appeal review have concluded, the Claims Administrator shall allocate final amounts to the Claimants from the Settlement Fund.

81) If there are funds remaining in the Settlement Fund after awards under the Independent Assessment Process have been allocated, and after all Administration Fees and Disbursements have been paid, all Claimants awarded a Common Experience Payment and/or compensation under the Independent Assessment Process, shall have their compensation adjusted upward such that each such Claimant receives a proportional increase. The increase shall be an amount that is proportionate to the amount of the Claimant's awarded compensation relative to the total awarded compensation of all Claimants, excluding counseling allotments.

82) If there are not enough funds in the Settlement Fund to compensate all Independent Assessment Process Claimants, the value of each such Claimant's awarded compensation shall be adjusted downward such that each Independent Assessment Process Claimant receives a proportionate decrease. The decrease shall be an amount that is proportionate to the amount of the Claimant's awarded compensation relative to the total awarded compensation of all Claimants under the Independent Assessment Process, excluding counseling allotments.

83) Within 60 days of being able to calculate each eligible Claimant's proportional entitlement, the Claims Administrator shall issue payments to eligible Claimants.

## 26 SCHEDULE “F” – OTHER ACTIONS

Number	Action	Hfx. Number
1.	Theresa Joanne Allison v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children’s Aid Society of Halifax, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	170150
2.	Robert Armstrong v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children’s Aid Society of Halifax County, a body corporate, and The Family and Children’s Services of Kings County (as amended on the pleadings filed October 2, 2003)(formerly identified as The Children’s Aid Society of Kings County, a body corporate, on the original pleadings filed July 12, 2002) and The Nova Scotia Home for Colored Children, a body corporate.	170095
3.	Rodney Carl Barkhouse v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children’s Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	190912
4.	Stacey Eugene Beals v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children’s Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	169218

Number	Action	Hfx. Number
5.	Krista Lee Borden v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax, a body corporate, and The Children's Aid Society of Colchester County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	169249
6.	Robert Lawrence Borden v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Colchester County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	168101
7.	Phyllis Jean Bridgeman v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Pictou County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	190915
8.	Margaret Brown v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society & Family Services of Colchester County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	190931

Number	Action	Hfx. Number
9.	Donna Campbell v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	190913
10.	Paul Edward Carvery v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192131
11.	Miles Alfred Chandler v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	220733
12.	Roland Anthony Clyke v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Colchester County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	168790
13.	Pauline Jennie Comeau v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body	190916

Number	Action	Hfx. Number
	corporate, and Family & Children's Services of Annapolis County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	
14.	Elizabeth Theresa Criss v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192125
15.	Candace Desmond v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Pictou County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	192145
16.	Carol Beatrice Desmond v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Pictou County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	192006
17.	Gerald Howard Desmond v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Pictou County, a body	169248

Number	Action	Hfx. Number
	corporate and The Nova Scotia Home for Colored Children, a body corporate.	
18.	Jean Valerie Desmond v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Pictou County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	170143
19.	James Arthur Dorrington v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Colchester County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	169219
20.	Lizette Denise Dorrington v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax, a body corporate, and The Children's Aid Society of Colchester County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	169250
21.	Tracey Lynn Dorrington-Skinner v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Colchester County,	176137

Number	Action	Hfx. Number
	a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	
22.	Kathleen Marguerite Elliot v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and Family & Children's Services of Annapolis County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	191752
23.	Marcus Gerald Estwick v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	170147
24.	Gifford George Farmer v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Shelburne County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	170148
25.	Anne Mary Fear v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and Family & Children's Services of Hants County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	192130



Number	Action	Hfx. Number
26.	Steve Mike George v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192126
27.	Timothy Richard Gogan v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	190933
28.	Everett Bevington Hall v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and Family & Children's Services of Annapolis County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	192117
29.	Sarah Lillian Izzard Hayward v .The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Colchester County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	205070
30.	David Clayton Harris v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body	190934

Number	Action	Hfx. Number
	corporate, and The Nova Scotia Home for Colored Children, a body corporate.	
31.	Hughey Joseph Izzard v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Pictou County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	191751
32.	Janice Marie James v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	169217
33.	Darlene Kane v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192143
34.	Mary Theresa MacLean v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and Family & Children's Services of Annapolis County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	190930

Number	Action	Hfx. Number
35.	Rita Julia McIntyre v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	190935
36.	Rudolph Hartlin "Junior" McIntyre v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	190937
37.	Timothy Sinclear McIntyre v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192014
38.	Shirley Melanson v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Annapolis County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	170149
39.	Harold Middleton v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body	192119

Number	Action	Hfx. Number
	corporate, and The Nova Scotia Home for Colored Children, a body corporate.	
40.	Raymond Middleton v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192129
41.	Ruby Eleanor Middleton v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192120
42.	Elizabeth Ann Milbury v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and Family & Children's Services of Annapolis County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	192144
43.	Gordon Ronald Morash v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	191990

Number	Action	Hfx. Number
44.	Gerald Allan Morrison v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192118
45.	Zachery Daniel Scott Newcombe v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	170145
46.	Sheri Lynn Poole v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192127
47.	Lawyer Pendant Rand Jr. v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	190938
48.	Eugene Walter Russell v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body	192013

Number	Action	Hfx. Number
	corporate.	
49.	Marilyn Geraldine Scott v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	211586
50.	Carl Steven Silvea v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and Family & Children's Services of Cumberland County, a body corporate and The Nova Scotia Home for Colored Children, a body corporate.	191753
51.	Peter Smith, Garnet Smith, Gordon Smith, Edgar Smith v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Children's Aid Society of Shelburne County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192123
52.	Star-Ann Smith v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	190929

<b>Number</b>	<b>Action</b>	<b>Hfx. Number</b>
53.	Leanne Marie White v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192011
54.	Helen Doris Williams v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	202072
55.	Lena May Williams v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	192128
56.	Leonard Anthony Smith v. The Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia, and The Children's Aid Society of Halifax County, a body corporate, and The Nova Scotia Home for Colored Children, a body corporate.	169719

**27 SCHEDULE "G" – OPT OUT FORM**

2011

Hfx. No. 343536

**SUPREME COURT OF NOVA SCOTIA**

BETWEEN:

JUNE ELWIN, HARRIET JOHNSON, and DEANNA SMITH

PLAINTIFFS

-- AND --

THE NOVA SCOTIA HOME FOR COLORED CHILDREN, a body corporate and  
 THE ATTORNEY GENERAL OF NOVA SCOTIA, representing Her Majesty the  
 Queen in right of the Province of Nova Scotia

DEFENDANTS

**Proceeding under the *Class Proceedings Act*, SNS 2007, c 28**

**OPT OUT FORM**  
**DEADLINE – August 18, 2014**

I, \_\_\_\_\_, do not want to be included in the  
 above-noted class action proceeding against the Province of Nova Scotia with respect to  
 alleged abuses which occurred at the Nova Scotia Home for Colored Children.

I understand that by opting-out I will not be allowed to receive any settlement monies which  
 may be received from the Settlement Fund.

I was a resident of the Nova Scotia Home for Colored Children between \_\_\_\_\_.

The reason I want to opt-out (be excluded from) from this class action is:

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My information is as follows:

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

City/Prov./Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**28 SCHEDULE "H" – OPT OUT WITHDRAWAL FORM**

2011

Hfx. No. 343536

**SUPREME COURT OF NOVA SCOTIA**

BETWEEN:

JUNE ELWIN, HARRIET JOHNSON, and DEANNA SMITH

PLAINTIFFS

-- AND --

THE NOVA SCOTIA HOME FOR COLORED CHILDREN, a body corporate and  
 THE ATTORNEY GENERAL OF NOVA SCOTIA, representing Her Majesty the  
 Queen in right of the Province of Nova Scotia

DEFENDANTS

**Proceeding under the *Class Proceedings Act*, SNS 2007, c 28**

**OPT-OUT WITHDRAWAL FORM**  
**DEADLINE – September 4, 2014**

I, \_\_\_\_\_, previously chose to opt-out of the above-noted class action proceeding against the Province of Nova Scotia with respect to alleged abuses which occurred at the Nova Scotia Home for Colored Children.

I have reconsidered my position and wish to revoke my choice to opt-out and ask that I be reinstated as a Class Member.

My information is as follows:

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

City/Prov./Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_