

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

**RICHARD ROBERT MARTELL and MICHAEL HARRY GERALD
PERRIER**

PLAINTIFFS

- AND -

THE ATTORNEY GENERAL OF NOVA SCOTIA, representing
His Majesty the King in right of the Province of Nova Scotia and
ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY

DEFENDANTS

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

AMENDING AGREEMENT

WHEREAS the Parties entered into a Settlement Agreement with an Execution Date of August 11, 2025 (the “Settlement Agreement”);

AND WHEREAS the Parties now desire to amend certain terms and conditions of the Settlement Agreement, as set out in this Amending Agreement;

AND WHEREAS this Amending Agreement and the original Settlement Agreement together constitute the Settlement Agreement;

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

Class Counsel Administration Disbursements

1. Section 1.1(c) of the Settlement Agreement is hereby amended to read as follows:

1.1(c) “Administration Fees” means all costs, fees and out-of-pocket expenses, and all applicable taxes thereon, of the Administrator to implement the Phase I Notice Plan and Phase II Notice Plan, and to distribute the Compensation Fund;

2. Section 1.1(o) of the Settlement Agreement is hereby amended to read as follows:

1.1(o) “Class Counsel Administration Disbursements” means all out-of-pocket expenses of Class Counsel, including applicable taxes thereon, incurred by Class Counsel after the date of filing the motion record for the Motion to Approve Fee and Disbursements in relation to the performance of their role in implementing the Phase II Notice Plan and providing assistance to Claimants during the claims administration process, the reimbursement of which will not be sought by Class Counsel;

3. Section 2.9 of the Settlement Agreement is hereby deleted in its entirety.

4. Section 4.10 of the Settlement Agreement is hereby deleted in its entirety.

Excess Administration Fees

5. Section 2.10 of the Settlement Agreement is hereby amended to read as follows:

2.10 If the Administration Fees exceed \$2,500,000, the sources of payment will be as follows:

a) First, any interest that accrues on the Administration Fund; and

- b) Second, any Reverting Funds as described in section 2.16, which for certainty includes any interest that accrues on the Reverting Funds.

In the event that the Reverting Funds are insufficient to pay the excess Administration Fees, or there are no Reverting Funds, the Parties will seek the direction of the Court as to the source of payment from the funds already committed by the Defendants under the Settlement Agreement.

Implementation of Phase II Notice Plan

- 6. Section 5.2 of the Settlement Agreement is hereby amended to read as follows:

5.2 Within 65 days of the Effective Date, the Administrator will implement the Phase II Notice Plan.

No Action Without Leave of Court

- 7. Section 13 of the Settlement Agreement is hereby amended to add subsection 13.11 as follows:

13.11 No person may bring any action or take any proceeding against the Chief Evaluator, the Administrator, a Claim Facilitator, a Claim Evaluator, interpreter, or any employee, agent, partner, associate, representative, successor or assign thereof, for any matter in any way relating to the Settlement Agreement, including without limitation the Phase II Notice Plan or the administration of the Settlement Agreement, except with leave of the Court on notice to all affected parties.

Correction to Calculation

- 8. Section 5.25 (b), Example B of Schedule “A” – Distribution Plan is hereby amended by replacing the two references to the year “1973” with “1972”.

Discretionary Period to Accept Late Claims – One Month

- 9. Section 4.13 of Schedule “A” – Distribution Plan is hereby amended as follows:

4.13 Any Claimant who wishes to claim compensation from the SHP Fund, or the SHP Fund and the IAP Fund, shall deliver to or otherwise provide to the Administrator a Claim Form no later than the Claim Deadline. If the Administrator does not receive a Claim Form from a Claimant by the Claim Deadline, then the Claimant shall not be eligible for any compensation, provided that in exceptional circumstances in which the deadline was not missed because of willful neglect by the Claimant, the Administrator has the discretion to permit late claims until one month after the Claim Deadline.

Length of Time to Address Discrepancies - SHP

10. All references in subsections 5.6(a) and (b), section 5.7, and subsections 5.13(a) and (b) of Schedule “A” – Distribution Plan to ninety days are hereby amended to forty-five days.

Length of time to submit Request for Reconsideration of SHP Decision

11. The reference in section 5.27 of Schedule “A” – Distribution Plan to 60 days is hereby amended to 30 days.

Independent Assessment Process

12. Section 6.1 of Schedule “A” – Distribution Plan is hereby amended as follows:

6.1 The Independent Assessment Process is intended to compensate Claimants for harmful experiences above and beyond the shared experiences of Eligible Class Members compensated for by the SHP, as described in Table 4 – IAP Awards in section 6.32 of the Settlement Agreement. Any living Eligible Class Members whose experiences at the School(s) are beyond the systemic harms will be eligible to be considered for compensation under the Independent Assessment Process. The Independent Assessment Process will be overseen by the Chief Evaluator. The Chief Evaluator means the person who has been appointed to carry out the various duties assigned to them in this Schedule “A”.

13. Section 6.3 of Schedule “A” – Distribution Plan is hereby amended as follows:

6.3 If an Eligible Class Member dies on or after the date on which they have completed their meeting with the Claim Evaluator, and if the Administrator would, but for the death, have otherwise issued an IAP Payment to them (whether or not the Claim Evaluator had yet made the decision and/or the Eligible Class Member had been notified of it), then provided the requisite proof required in Schedule 1 to this Distribution Plan is provided by the Estate Executor/Estate Claimant, their estate is entitled to be paid the full value of the IAP Payment.

14. Section 6.5 of Schedule “A” – Distribution Plan is hereby amended as follows:

6.5 The Administrator shall review each Claim Form and verify, for purposes of continuing through the next steps of the IAP, that the claimant is an Eligible Class Member (verified in the same manner as for the SHP). If the Eligible Class Member has indicated their election to participate in the IAP on Section B of the Claim Form, the Claim Form will be provided to the Chief Evaluator. The Chief Evaluator will verify, for purposes of continuing through the next steps of the IAP, that the Eligible Class Member alleges an experience(s) above and beyond the systemic harms that are compensated for by the SHP, as

indicated on Section B of the Claim Form. In order to ultimately be approved for an IAP Payment, the Eligible Class Member's experiences at the School(s) must be determined through the IAP to be beyond the harms intended to be compensated for by the SHP.

15. Section 6.6 of Schedule "A" – Distribution Plan is hereby amended as follows:

6.6 The Chief Evaluator will next assign each Eligible Class Member who has submitted an IAP claim to a Claim Facilitator (described below) and a Claim Evaluator (described below).

16. Sections 6.8-6.11 of Schedule "A" – Distribution Plan are hereby amended as follows:

6.8 The Eligible Class Member must participate in a meeting with a Claim Facilitator.

6.9 The Chief Evaluator will advise the Eligible Class Member in writing of the Claim Evaluator and Claim Facilitator assigned to their IAP claim. The Chief Evaluator will send copies of the Eligible Class Member's Claim Form to the assigned Claim Evaluator and Claim Facilitator.

6.10 The Claim Facilitator or the Chief Evaluator will contact the Eligible Class Member to arrange a virtual meeting.

6.11 The Claim Facilitator will meet virtually with the Eligible Class Member and explain the restorative goals underlying the distribution process and answer any questions of the Eligible Class Member. An in-person meeting may exceptionally be held where a virtual meeting proves impossible.

17. Sections 6.15-6.17 of Schedule "A" – Distribution Plan are hereby amended as follows:

6.15 Where the Claim Facilitator is satisfied that such documentation may exist, the Claim Facilitator or the Chief Evaluator shall promptly request such documentation and, upon receipt, promptly provide copies to the Eligible Class Member and to the assigned Claim Evaluator. Upon doing so, the Claim Facilitator and/or the Chief Evaluator, as applicable, shall destroy any copies of the documentation that remain in their possession.

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

6.17 The costs of any such production shall be borne by the Chief Evaluator as a disbursement (i.e. an Administration Fee). The Claim Facilitator shall send any invoices related to the production to the Chief Evaluator. Upon receipt of the invoice, the Chief Evaluator shall issue payment.

18. Section 6.19 of Schedule "A" – Distribution Plan is hereby amended as follows:

6.19 A meeting, either in person or virtual, will be arranged between the Eligible Class Member and Claim Evaluator. The meeting with the Claim Evaluator will take place after the meeting with the Claim Facilitator and after any documentation has been provided by the Eligible Class Member.

19. Sections 6.24 and 6.25 of Schedule "A" – Distribution Plan are hereby amended as follows:

6.24 To ensure fairness and equity in the IAP evaluation process, there shall be a process whereby the Claim Evaluators shall meet with the Chief Evaluator to assess uniformity and consistency across assessments, provided each Claim Evaluator remains solely responsible for deciding the claims they have heard. This process will aim to maintain a standardized approach, ensuring that similar cases are treated similarly and that variations in assessments are minimized. For certainty, there is no defined quota or proportion of Eligible Class Members who must be assessed at Level 1 Harm versus Level 2 Harm, and no arbitrary limits or proportions imposed on the distribution of harm levels among Approved Claimants.

6.25 At the conclusion of the meeting, the Claim Evaluator will advise the Eligible Class Member that their decision will be provided in writing within 45 days. Within this timeframe, the Claim Evaluator will prepare a decision letter and send it to the Chief Evaluator. The Chief Evaluator will arrange for the Claim Evaluator's decision to be sent to the Eligible Class Member in standard format outlining, in plain language, 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. The Chief Evaluator shall report monthly to the Administrator as to the number and quantum of IAP Payments assessed.

Appeal of IAP Decision

20. Section 6.34 of Schedule "A" – Distribution Plan is hereby amended by the deletion of the square brackets.

21. Sections 6.36-6.39 of Schedule "A" – Distribution Plan are hereby amended as follows:

6.36 Upon receipt of an Appeal Package, the Administrator will provide it to the Chief Evaluator, who shall review the decision of the Claim Evaluator, along with the Appeal Package, to determine if the Claim Evaluator made any obvious and significant mistake(s).

6.37 For an appeal to be successful, the Eligible Class Member must present evidence to satisfy the Chief Evaluator on a balance of probabilities that the Claim Evaluator made an obvious and significant mistake in concluding that the alleged harms formed part of the systemic harms.

6.38 Where the Chief Evaluator is satisfied from the Appeal Package that the Claim Evaluator made an obvious and significant mistake, the Chief Evaluator shall substitute the decision with one of their own. The Chief Evaluator shall award compensation based on the Appeal Package and Table 4 herein.

6.39 Following their review of the appeal, the Chief Evaluator shall arrange for the Eligible Class Member to be advised of their determination and the supporting reasons. The decision of the Chief Evaluator in regard to the Eligible Class Member's appeal shall be final and binding and not subject to further review by any court or other tribunal.

Payment Methods

22. Section 7.3 of Schedule "A" – Distribution Plan is hereby amended as follows:

7.3 The Administrator shall distribute payments via the chosen payment method indicated in the Claim Forms within 30 days. If, for any reason, a Claimant does not deposit or accept a payment within 6 months after the date of the payment, the Claimant shall forfeit the right to compensation and the funds shall form part of the Compensation Fund, to be distributed in accordance with the Settlement Agreement. Thirty days prior to the expiry of the 6-month period described above, the Claims Administrator shall:

- (a) provide Class Counsel and the Defendants with a list of Claimants who have not deposited or accepted their payments;
- (b) send the Claimant a further letter (copied to Class Counsel) advising the Claimant that they have 30 days to deposit or accept their payment; and
- (c) provide an accounting to Class Counsel and the Defendants of any interest accrued by the Claims Administrator in relation to any monies it has held pending the clearance, acceptance or expiration of all payments.

23. It is the intention of the Parties that the Chief Evaluator and the Administrator will complete distribution of all payments from the Compensation Fund to Approved Claimants no later than the end of the second quarter of 2028.

General

24. In the event of any conflict between the terms of this Amending Agreement and the Settlement Agreement, the terms of this Amending Agreement shall prevail.

25. Except as expressly amended by this Amending Agreement, all other terms and conditions of the Settlement Agreement shall remain in full force and effect. For certainty, section numbers in the Settlement Agreement remain unchanged.

IN WITNESS WHEREOF, each of the Parties has executed this Amending Agreement, either personally and/or through their duly authorized representative.

Date: May 11, 2026

Signatures follow on the next page.

CLASS COUNSEL on behalf of the Representative Plaintiffs and Class

Name of Authorized Signatory: Maddy Carter
Signature of Authorized Signatory: M. Carter
Date: April 28, 2026.

THE ATTORNEY GENERAL OF NOVA SCOTIA

Name of Authorized Signatory: _____
Signature of Authorized Signatory: _____
Date: _____

ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY

Name of Authorized Signatory: _____
Signature of Authorized Signatory: _____
Date: _____

CLASS COUNSEL on behalf of the Representative Plaintiffs and Class

Name of Authorized Signatory:

Signature of Authorized Signatory:

Date:

THE ATTORNEY GENERAL OF NOVA SCOTIA

Name of Authorized Signatory:

Scott Armstrong

Signature of Authorized Signatory:

Scott Armstrong

Date:

May 5, 2026

ATLANTIC PROVINCES SPECIAL EDUCATION AUTHORITY

Name of Authorized Signatory:

Melina Kennedy

Signature of Authorized Signatory:

M Kennedy

Date:

11 May 2026