

SCHEDULE "A"

SETTLEMENT AGREEMENT AND RELEASE

Made as of 04/February/2026
AMENDED as of 07/August/2026

Between:

DARREN LIPTROT AND JOHN C. DOE
(the Plaintiffs)

and

CFM LAWYERS LLP, in its capacity as proposed Claims Administrator

and

VANCOUVER COLLEGE LIMITED; ST THOMAS MORE COLLEGIATE LTD.; and
ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER
(the Defendants)

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SETTLEMENT AGREEMENT

The parties to this Settlement Agreement are:

- (a) The Representative Plaintiffs Darren Liptrot and John C. Doe on behalf of all Class Members in *Liptrot v. Vancouver College Limited*, 2023 BCSC 346 certifying Action No. S211242 (the “**Action**”) as a class action;
- (b) CFM Lawyers LLP;
- (c) Vancouver College Limited (“**VCL**”);
- (d) St. Thomas More Collegiate Ltd. (“**STMCL**”); and
- (e) Roman Catholic Archbishop of Vancouver (“**RCAV**”).

(individually, a “**Party**”, and together, the “**Parties**”)

RECITALS

A. WHEREAS the Action alleges negligence and breach of fiduciary duty against the Settling Defendants for failing to protect the students at Vancouver College and St. Thomas More (the “**Schools**”) from alleged physical, sexual and psychological abuse perpetrated by then current or former members of the Christian Brothers of Ireland in Canada (collectively “**Christian Brothers**”) and vicarious liability for such alleged abuse. The Action alleges the Settling Defendants caused loss and damage to the students that were abused;

B. AND WHEREAS against VCL and STMCL the Action also alleges breaches of the *Occupiers Liability Act*, R.S.B.C 1974, c 60 and the *Occupiers Liability Act*, R.S.B.C. 1979, c 303;

C. AND WHEREAS On March 8, 2023, Justice Coval certified the Action as a class action in reasons indexed as *Liptrot v. Vancouver College Limited*, 2023 BCSC 346;

D. AND WHEREAS the certified class definition is:

- (i) All students enrolled at Vancouver College between 1976-2013 (“**VCL Class Period**”), who claim they were physically, sexually, or psychologically abused by current or former members of the Christian Brothers; and
- (ii) All students enrolled at St. Thomas More between 1976-1989 (“**STMCL Class Period**”) who claim they were physically, sexually, or psychologically abused by current or former members of the Christian Brothers.

E. AND WHEREAS in July 2023, the Parties to this Settlement Agreement engaged the Honorable Todd Archibald, retired judge of the Ontario Superior Court of Justice. With Justice Archibald’s assistance, the Parties have negotiated over the past two years. The result is this Settlement Agreement, which resolves all Class Members’ claims made in the Action against the Settling Defendants;

F. AND WHEREAS nothing in this Settlement Agreement affects or is intended to affect the claims asserted against Non-Settling Defendants in the Action.

NOW THEREFORE, the Parties agree as follows:

DEFINITIONS

1. As used in this Settlement Agreement, the following terms are defined as follows:
 - (a) **Claims Administrator** refers to CFM Lawyers LLP in its capacity as the entity responsible for the implementation of the Claims Process.
 - (b) **Claim** and **Claims** means one or more claims submitted in the Claims Process.
 - (c) **Claimant** means a Class Member who submits a Claim pursuant to the Claims Process.

- (d) **Claims Process** means the Court-approved process by which the Claims of Class Members will be assessed, valued and resolved.
- (e) **Class** and **Class Members** means;
 - (i) the representative plaintiff Darren Liptrot and all students enrolled at Vancouver College between 1976 and 2013, inclusive, who claim they were physically, sexually or psychologically abused by current or former members of the Christian Brothers, and who did not validly opt-out by the opt-out deadline of November 28, 2024; and
 - (ii) the representative plaintiff John C. Doe and all students enrolled at St. Thomas More Collegiate between 1976 and 1989, inclusive, who claim they were physically, sexually or psychologically abused by current or former Christian Brothers, and who did not validly opt-out by the opt-out deadline of November 28, 2024.
- (f) **Class Counsel** means CFM Lawyers LLP.
- (g) **Class Counsel Fees** includes the fees, disbursements, costs, interest, GST/PST and other applicable taxes or charges of Class Counsel. Class Counsel Fees also includes compensation to Class Counsel for its work implementing and administering the Claims Process (when Class Counsel transitions to the role of Claims Administrator).
- (h) **Class Period** means:
 - (i) For students who attended Vancouver College, 1976 to 2013; and
 - (ii) For students who attended St. Thomas More Collegiate, 1976 to 1989.
- (i) **Court** means the Supreme Court of British Columbia.

- (j) **Effective Date** means the day that is 10 days after the later of the day on which all appeal rights with respect to the Settlement Approval Order or the day on which all appeal rights with respect to judgment on any applications for a late opt-out made in the Action have expired or have been exhausted, if the Settlement Agreement has not otherwise been terminated.
- (k) **Lay Teacher** means an individual employed in a teaching capacity by VCL or STMCL during the applicable Class Period who was not a current or former member of the Christian Brothers.
- (l) **Notice** means the plan providing notice to Class Members of the Settlement Approval Hearing included as Appendix A to Schedule B.
- (m) **Non-Settling Defendants** means Roman Catholic Episcopal Corporation of St. John's, Edward English, Joseph Burke, Gabriel McHugh, Douglas Kenny and Kevin Short.
- (n) **Proceeding** means this Action, being Action No. S211242 in the Supreme Court of British Columbia, Vancouver Registry.
- (o) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, disputes, whether class, individual, or otherwise in nature, whether personal or subrogated, damages of any kind including compensatory, aggravated, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, notice expenses, penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute, or in equity, that Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, will, or may have against the Releasees, arising out of or relating in any way to physical, sexual or psychological abuse of Class Members by current or former members of the Christian Brothers and Lay

Teachers. For greater certainty, the Released Claims includes any and all claims in respect of loss, injury, expenses or damages sustained by Class Members which are indivisible from the loss, injury, expenses or damages caused or contributed to by the conduct of Christian Brothers or Lay Teachers of the Schools, as applicable. For greater clarity, claims in respect of loss, injury, expenses or damages sustained by Class Members which are divisible from the loss, injury, expenses or damages caused or contributed to by the conduct of Christian Brothers or Lay Teachers of the Schools are not released.

- (p) **Releasees** means, individually and collectively, the Settling Defendants, their past, present and future owners, trustees, agents, directors, officers, managers, employees (including volunteers, staff and lay teachers, and clergy), servants, insurers, self-protection coverage providers, predecessors and successors excluding the Non-Settling Defendants and excluding any natural person in respect of their personal liability for their own acts of physical, sexual or psychological abuse.
- (q) **Releasors** means the Class Members and their respective heirs, beneficiaries, executors, administrators, committees, trustees, subrogees, and assigns.
- (r) **Settlement Agreement** means this agreement including the recitals and schedules.
- (s) **Settlement Amount** means the all-inclusive sum of thirty million Canadian dollars (CAD \$30,000,000).
- (t) **Settlement Fund** means the bank account into which the Settlement Amount plus accrued interest in accordance with the Settlement Agreement will be paid by the Settling Defendants within 10 days after the Effective Date.
- (u) **Settling Defendants** means VCL, STMCL and RCAV.

- (v) **Settlement Approval Hearing** means the date on which the Court is scheduled to hear the application to approve the Settlement Agreement.
- (w) **Settlement Approval Order** means a final judgment or final approval order approving this Settlement Agreement, which order will be substantially in the form attached as **Schedule "C"**, or such other format as may be agreed between the Parties.

SETTLEMENT BENEFITS

- 2. The Settling Defendants agree to pay their respective several shares of the all-inclusive Settlement Amount to the Class Members in settlement of the claims against them in this Proceeding in accordance with this Settlement Agreement.

Payment of and Interest on the Settlement Amount

- 3. Within 5 business days after the court's approval of the Settlement Agreement, the Settlement Amount will be paid into one or more trust accounts.
- 4. Interest earned in the trust account(s) referred to in paragraph 3 of this Settlement Agreement will be to the benefit of the Class Members if the Settlement Agreement is approved by the Court and in force on the Effective Date.
- 5. Interest earned in the trust account(s) referred to in paragraph 3 of this Settlement Agreement will be to the benefit of the Settling Defendants if the Settlement Agreement is not approved or in force on the Effective Date.
- 6. If the Settlement Agreement remains approved on the Effective Date and has not otherwise been terminated:
 - (a) The Settlement Amount, including any interest that accrued on it in the trust account(s) referred to in paragraph 3 of this Settlement Agreement, will be paid to the Claims Administrator no later than 10 days after the Effective Date.

- (b) All taxes payable on interest that accrued on the Settlement Amount in the trust account(s) referred to in paragraph 3 shall be the responsibility of the Class Members and paid from the Settlement Fund. All tax reporting and payment requirements arising from the investment of Settlement Amount shall be the responsibility of the Claims Administrator and not of the Settling Defendants. For clarity, if the Settlement Agreement is terminated, the Class Members will not have any obligations to pay or report taxes payable on the Settlement Amount (including taxes on any interest that accrued on it).
- (c) Upon payment of the Settlement Amount, the Settling Defendants will have no further involvement in the administration of the claims process except as expressly provided for in this Settlement Agreement and in the Claims Process.

BC HEALTH CARE COST RECOVERY CLAIMS

- 7. Pursuant to ss. 5 and 13 of the *Health Care Costs Recovery Act* ("**HCCRA**"), the Parties will cooperate to resolve the subrogated claim of the Minister and seek the Minister's written consent to the terms of the Settlement Agreement, including consent to the terms of release contained in the Settlement Agreement and to the dismissal of the Action, in advance of seeking court approval of the Settlement Agreement, such consent being a precondition to filing an application for approval of the Settlement Agreement by the Court.
- 8. Subject to the consent of the Minister, the Claims Administrator will be responsible for resolving all subrogated claims on behalf of the Class Members, including claims pursuant to the HCCRA and other equivalent provincial health care costs recovery legislation and in accordance with s. 13 of the HCCRA will be the person liable to make payments required of the amount, if any, designated as attributable to the cost of applicable health care services. Any required payments to subrogated third parties, including payments to the Province of British Columbia pursuant to the HCCRA, or to other provinces pursuant to equivalent provincial

health care costs recovery legislation, will be paid out of and constitute a first charge on the Settlement Fund. The Claims Administrator shall be responsible for reaching agreement with the Province of British Columbia pursuant to s.13(7) of the HCCRA, and with other provinces pursuant to equivalent provincial health care cost recovery legislation, on the timing for payments, if any are required, to be made by the Claims Administrator to the provinces from the Settlement Fund in respect of the settlement of amounts attributable to the cost of the applicable health care services in each province.

COURT APPROVAL HEARING

9. The Parties will appear before the Court to seek:
 - (a) an order approving Notice to the Class Members of the Settlement Approval Hearing substantially in the form attached as **Schedule “B”**; and
 - (b) an order approving the Settlement Agreement substantially in the form attached at **Schedule “C”**.
10. If this Settlement Agreement is not approved by the Court (at first instance or on appeal) or is terminated under paragraph 12:
 - (a) The Settlement Agreement will have no force and effect and no Party to it will be bound by any of its terms (except the terms of this paragraph and paragraphs 39-41, 43-46 and 51);
 - (b) The Settlement Agreement and all of the negotiations leading to it, including all correspondence and documents exchanged, will be without prejudice to the rights of the Class Members and the Settling Defendants, who will all be restored to their positions existing immediately before executing this Settlement Agreement; and
 - (c) The Settlement Agreement and the negotiations leading to it cannot be used to argue that the Settling Defendants have admitted fault or admitted any of the facts or allegations in the Action.

RIGHT TO TERMINATE AGREEMENT ON LATE OPT-OUT

11. The Parties will seek an order that any application by a Class Member to opt out after the expiry of the opt-out period must be heard together with the Settlement Approval Hearing and must be filed and served on the Parties at least 21 days prior to the Settlement Approval Hearing.
12. Each Settling Defendant has the right, in its sole and absolute discretion, at any time up to the Effective Date to terminate the Settlement Agreement by written notice to the Parties if a court grants an application by any Class Member to opt out. The Settlement Approval Order shall include a provision that it shall be vacated and of no force and effect if the Settlement Agreement is terminated in accordance with its terms.

ADVISING CLASS MEMBERS ABOUT THE SETTLEMENT

13. Upon the Effective Date, the Claims Administrator will provide notice to the Class Members of the Settlement Agreement and CFM Lawyers LLP's new role as Claims Administrator. A copy of the Claims Process will be provided to Class Members. The cost of that notice to the Class Members of this Settlement will be paid by the Claims Administrator and recovered as a disbursement from the Settlement Fund.

CLASS COUNSEL FEES AND DISBURSEMENTS

14. If this Settlement Agreement is approved, Class Counsel may apply to the Court for orders approving Class Counsel Fees and to have Class Counsel Fees paid from the Settlement Fund.
15. Class Counsel Fees sought will be inclusive of all work required to implement and complete the Claims Process.
16. For greater clarity, this Settlement Agreement is in no way conditional upon the approval of Class Counsel Fees.

17. The Settling Defendants have no obligation to pay Class Counsel Fees.

CLAIMS PROCESS

18. The proposed Claims Process is set out in **Schedule “A”**.

Court Supervision Over Claims Administration

19. The Court will have a continuing supervisory role to ensure the proper and efficient management of the Claims Process. The Claims Administrator may seek direction from the Court on any matter concerning the administration of the Claims Process.
20. Subject to approval by the Court, the Claims Administrator can pay, from the Settlement Fund, all reasonable costs, disbursements, and applicable taxes associated with administering the Claims Process.

Settling Defendants’ Rights to Obtain Information from the Claims Process

21. At the conclusion of the Claims Process or upon any interim distribution, in addition to any reporting requirements to the Court provided for in the Claims Process, the Claims Administrator shall provide to the Settling Defendants the following information:
- (a) a list of approved Claims by Claimant ID and compensation paid;
 - (b) total compensation paid, summarized by academic year and school; and
 - (c) a list of individual abusers identified by Claimants.
22. If upon receipt of the list of abusers any Settling Defendant indicates to the Claims Administrator that they wish to conduct an investigation into the allegations, the Settling Defendant will provide written notice to the Claims Administrator of the nature of that investigation. The Claims Administrator will then contact the Claimant and offer them an opportunity to participate in the investigation.

23. The Claims Administrator will ensure that the following documents are preserved and accessible as required for a period of no fewer than 80 years after the Effective Date:
- (a) the Class Member's Claim Form and any supporting evidence provided under Section 7 or 8 of the Claims Process; and
 - (b) all decisions rendered by the Claims Administrator, the Arbitrator and the Court pursuant to the Claims Process.
24. If the Claims Administrator uses a third-party document custodian to ensure that the above documents are preserved and accessible, it will notify the Settling Defendants in writing before transferring any documents. The notice will identify the proposed document custodian and set out any procedures by which the Claims Administrator and/or the document custodian will continue to carry out the disclosure obligation described below. The Settling Defendants will have a right to approve the proposed document custodian, not to be unreasonably withheld, before the transfer of any documents.
25. In the event any former student of VCL or STMCL commences an action against any of the Settling Defendants in relation to alleged abuse (the "Additional Action"), the Claims Administrator is authorized to disclose to the Settling Defendants whether the plaintiff in the Additional Action filed a claim for compensation in the Claims Process, and if so, to disclose the following documents without an order of the Court:
- (a) the Class Member's Claim Form and any supporting evidence provided under Section 7 or 8 of the Claims Process; and
 - (b) all decisions rendered by the Claims Administrator, the Arbitrator and the Court pursuant to the Claims Process.

26. Nothing in this section restricts the ability of the Settling Defendants, or any one of them, applying to the Court for documents they consider to be relevant in the ordinary course of future litigation.

Confidentiality of Claims Information

27. All information provided, created or obtained in the course of the Claims Process is confidential and will not be disclosed by the Claims Administrator except as provided in paragraph 25 above; paragraphs 6.6 and 16.2 of the Claims Process; or as required by any statute or Court order.

Conclusion of the Claims Process

28. On a final decision being rendered on each Claim submitted to the Claims Process and after completing its reporting obligations under the Claims Process, the Claims Administrator may, on notice to the Parties, apply to the Court to seek:
- (a) approval of a proposed disposition of any funds remaining after the resolution of all Claims and the payment of all administration expenses; and
 - (b) to be discharged from its responsibilities as Claims Administrator.

RELEASE OF CLAIMS

29. Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged, the Releasors and each of them, forever and absolutely release, remise and discharge the Releasees from the Released Claims.
30. The Parties agree that the order approving this Settlement Agreement must include the terms of the release contemplated herein.
31. The Class Members acknowledge that the payments made and other consideration under this Settlement Agreement are full and complete

consideration for the Released Claims. The Class Members also acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Proceeding and this Settlement Agreement, and that it is their intention to release fully, finally and forever the Releasees from any and all Released Claims (including, without limitation, anything that might be based on additional or different facts later discovered), and in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

No Further Claims Against the Releasees

32. Upon the Effective Date, the Class Members agree that the Action shall be dismissed without costs as against the Settling Defendants and the Parties agree that the order approving this Settlement Agreement must include such dismissal as of the Effective Date.
33. The Releasors and each of them will not now or hereafter threaten, institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Releasee in respect of any Released Claim.
34. The Releasors and each of them agree that the release under this Settlement Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasors against any Releasee in respect of any Released Claim, and the Releasors agree that the release contained in this Settlement Agreement may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis.

35. Notwithstanding the release provisions in this Settlement Agreement, if the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees, but instead covenant and undertake not to make any claim in any way or to commence, participate in, or continue any proceeding in any jurisdiction against the Releasees in respect of the Released Claims.

Claims Against the Non-Settling Defendants

36. Class Members may continue this Proceeding as against the Non-Settling Defendants on the basis that the Class Members will not seek to recover from the Non-Settling Defendants or any of them any portion of their losses attributable to the fault of any Releasees, or that could give rise to a claim for contribution or indemnity against any Releasees under the *Negligence Act*, any other or successor statute, at common law or in equity, and will amend the pleadings in the Action accordingly to limit claims against the Non-Settling Defendants to exclude any portion of their losses attributable to the fault of any Releasees, or that could give rise to a claim for contribution or indemnity against any Releasees under the *Negligence Act*, any other or successor statute, at common law or in equity. The Releasees may use this Settlement Agreement as a full defence as against any party seeking to recover any portion of losses attributable to the fault of, or claim contribution or indemnity against, the Releasees.

Claims Against Other Persons or Entities

37. In the event a Class Member pursues an action against another entity or person, such action will proceed on the basis that the Class Member will not seek to recover from such other entity or person any portion of their losses attributable to the fault of any Releasees, or that could give rise to a claim for contribution or indemnity under the *Negligence Act*, or under any other or successor statute, at common law or in equity against any Releasees for any loss, damage or injury that is a Released Claim and will plead accordingly to limit their claims against such other entity or person to exclude any portion of their losses attributable to the fault of any Releasees, or that could give rise to a claim for contribution or indemnity

against any Releasees under the *Negligence Act*, any other or successor statute, at common law or in equity for any loss, damage, expense or injury that is a Released Claim. The Releasees may use this Settlement Agreement as a full defence as against any other entity or person seeking to recover from them any loss, damage, expense or injury forming part of the Released Claims.

BAR ORDER

38. The Parties agree that the order approving this Settlement Agreement must include a bar order in substantially the following terms:

- (a) The commencement or continuation of any and all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs relating to the Released Claims, which have been or could have been brought by any Non-Settling Defendant or any other persons or entities, as against any Releasees are forever barred, prohibited and enjoined;
- (b) The Class Members are forever barred, prohibited and enjoined from seeking to recover from the Non-Settling Defendants or any other person or entity any portion of any damages (including punitive damages, if any) relating to the Released Claims, attributable to the fault of, apportioned to or otherwise a liability of the Releasees.
- (c) The Class Members are forever barred, prohibited and enjoined from commencing against any Releasees any claim, action, complaint or proceeding of any kind for loss, damage, expense or injury arising out of any Released Claims. However, this bar order shall not preclude any Class Member from commencing any future claim, action, complaint or proceeding against any Releasees in relation to any injury, loss, damage or expense that is divisible from the Released Claims.
- (d) The Non-Settling Defendants may seek at the trial of the Action that the Court determine any portion of the Class Members' claimed losses that the

Court may allocate and apportion to the fault of the Releasees or any of them and any determination by the Court in this regard shall only apply in the Action and shall not be binding on the Releasees in any other proceedings.

EFFECT OF SETTLEMENT

No Admission of Liability

39. Whether or not this Settlement Agreement is terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, will not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or equitable doctrine, or of any wrongdoing or liability by a Settling Defendant, or of the truth of any of the claims or allegations contained in the Proceeding or any other pleading filed by the Representative Plaintiffs.

Agreement Not Evidence

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

CONTINUING JURISDICTION OF THE COURT

41. The Court will retain jurisdiction over the Settlement Agreement and the Claims Process. The Court may, on application, be asked to interpret and enforce the terms of this Settlement Agreement.
42. The Claims Administrator may apply to the Court for directions about any aspect of the administration of the Claims Process on notice to the affected Class Member.

GOVERNING LAW

43. This Settlement Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

ENTIRE AGREEMENT

44. This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

AMENDMENTS

45. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and any such modification or amendment must be approved by the Court with jurisdiction over the matter to which the amendment relates.

BINDING EFFECT

46. This Settlement Agreement will be binding upon, and enure to the benefit of, the Representative Plaintiffs, the Releasors, the Releasees, subrogees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Representative Plaintiffs will be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendants will be binding upon the Releasees.

COUNTERPARTS

47. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic or PDF signature will be deemed an original signature for purposes of executing this Settlement Agreement.

NEGOTIATED AGREEMENT

48. This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement will have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, will have no bearing upon the proper interpretation of this Settlement Agreement.

RECITALS

49. The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

SCHEDULES

50. The schedules annexed hereto form part of this Settlement Agreement.

AUTHORIZED SIGNATURES

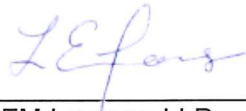
51. Class Counsel warrants that they are fully authorized to execute this Settlement Agreement on behalf of the Representative Plaintiffs and the Class Members.

MISCELLANEOUS

52. Other than fulfilling duties expressly set out herein, the Settling Defendants have no responsibility for and no liability whatsoever with respect to the administration, implementation or enforcement of this Settlement Agreement or the Notice and Claims Process.
53. The division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Settlement Agreement.
54. Any disputes relating to the interpretation or implementation of the Settlement Agreement that are not resolved by agreement of the Parties shall be resolved by the Court.

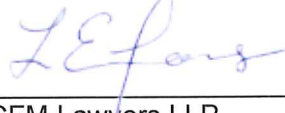
IN WITNESS THEREOF, the Parties hereto have executed this Settlement Agreement as follows:

Representative Plaintiffs, by their counsel



CFM Lawyers LLP
400 – 856 Homer Street
Vancouver, BC V6B 2W5

CFM Lawyers LLP in its capacity as Claims
Administrator



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Vancouver College Limited by its counsel

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St. Thomas More Collegiate Ltd. by its
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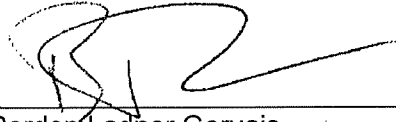
Roman Catholic Archbishop of Vancouver
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SCHEDULE “A” CLAIMS PROCESS

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CLAIMS PROCESS

SECTION 1- OBJECTIVES AND GUIDING PRINCIPLES

Each Class Member is bound by the Settlement Agreement, and their legal rights affected by it, whether or not they submit a Claim under this Claims Process.

This Claims Process is designed to achieve the following objectives:

- 1.1 **Providing an accessible and trauma-informed process.** This process is intended to minimize the risk of further harm and to be accessible to survivors of childhood abuse facing physical, psychological or financial barriers to civil justice. In practice, this means Claimants will not be required to prove their claim as they would in a conventional, adversarial process.
- 1.2 **Recognizing the individualized nature of harm.** This process aims to provide compensation based on the individualized nature of harm suffered by survivors. It rejects the use of points or other scoring methods that have previously been used in institutional abuse cases.
- 1.3 **Risk-adjusted claims assessments.** Causation of harm raises difficult legal and factual issues in cases arising from historical abuse of children. In particular, it can be difficult to determine the extent to which childhood trauma impacted a survivor's earning capacity especially if the survivor was exposed to other traumatic life events. In order to assess this issue, this process includes detailed, personal questions regarding other life events which may have impacted a Claimant's mental health or career path. The Claims Administrator will take into account legal risks on the key issues such as causation, as well as any frailties in supporting evidence, to arrive at a risk-informed assessment of each claim.

1.4 **Avoiding further harm.** It is recognized that some of the information required to assess harm in this process is intensely personal and difficult for Class Members to disclose and share. The Claims Process will aim to minimize the trauma associated with providing this information by making a counsellor available to support and assist Claimants with the process.

1.5 **Giving control to Class Members.** This Claims Process establishes a two-tiered approach to the assessment of compensation. The nature of evidence and degree of proof required for each Tier is structured to be proportionate to the amount of compensation claimed.

For those Class Members whose claims qualify for both Tiers, they will be able to decide which Tier is appropriate for their claim based on their personal objectives including the amount of personal information which they are willing to share.

Tier 1 provides lower compensation at a capped amount as described below and is intended to provide a simplified, primarily paper-based compensation process for Claimants who:

- (i) experienced physical, psychological, and/or sexual abuse that had **less severe or short-term effects on the Claimant's life; or**
- (ii) do not wish to provide the personal information and/or evidence which may be required to establish a Tier 2 claim.

Tier 2 may provide higher compensation than Tier 1 although still at a capped amount as described below. Tier 2 establishes a more extensive process for Claimants who experienced physical, psychological, and/or sexual abuse that had **moderate to severe effects on the Claimant's life**. The Tier 2 process requires Claimants to provide more evidence and information in order to assist in the assessment of the claim.

1.6 **Efficiency.** Nearly 50 years have passed since the earliest incidents of abuse raised in this class action. A core goal of the settlement is to deliver compensation to eligible Claimants as quickly as possible, while ensuring that every individual is treated with fairness and care. Accordingly, this Claims Process provides for the possibility of the payment of interim distributions on a rolling basis if supported by the fund and approved by the Court.

1.7 **Limits on compensation.** In recommending settlement of this case, Class Counsel were motivated by serious concerns that the Settling Defendants lacked adequate insurance to fully compensate all Class Members for all harm suffered. Further, Class Counsel were concerned that the amount of time, expense and complexity involved in attempting to recover funds from the assets owned by the Settling Defendants would defeat the objective of providing a timely and certain result. As a result, this case was settled with the Settling Defendants for a fixed amount. This has shaped two key features of this Claims Process:

- (a) To maximize the funds available to compensate Claimants, Class Counsel will act as the Claims Administrator rather than retaining the services of a third-party, with Class Counsel's compensation for claims administration being included within the contingency fee (if approved) for acting as Class Counsel.
- (b) Limits on the maximum compensation in each Tier are required to ensure that the fund is able to provide reasonable compensation to all Claimants.

- 1.8 **CFM Lawyers LLP's duties in new role as Claims Administrator.** CFM Lawyers LLP's duties as Class Counsel will cease as of the Effective Date as defined in the Settlement Agreement. As Claims Administrator, CFM Lawyers LLP will manage the distribution of the fund in a fair and diligent manner. In this role, CFM Lawyers LLP's duties will be to the Class as a whole ensuring that the fund is distributed to eligible Claimants in an equitable manner. As the Claims Administrator, CFM Lawyers LLP will be available to advise with respect to the Claims Process, its associated forms and appeal processes. **However, CFM Lawyers LLP will no longer be available to provide individual legal advice with respect to a Claimant's claim or assist in the Claim Assessment review process. Claimants requiring legal advice about their claim and/or appealing the Claim Assessment will be required to seek independent legal advice.**
- 1.9 **Secondary fund for late claims.** In British Columbia, there is a strong public policy in favour of not imposing time limits on survivors of childhood abuse to bring claims for compensation forward. This is reflected in the government's decision to abolish limitation periods for the commencement of civil lawsuits about sexual or physical abuse of children. However, in a class action, this interest has to be balanced against the interests of Class Members in receiving fair and timely compensation. This Claims Process aims to accommodate both interests by establishing a Primary Fund to compensate the majority of claims (the "Primary Fund") and a smaller, limited fund for compensation of individuals who do not come forward within the initial claims period to file a claim (the "Secondary Fund"). In the event the Secondary Fund is not exhausted by the Secondary Claims Deadline, the Claims Administrator will seek directions from the Court to distribute any residue to Claimants *pro rata*—to a maximum of the full value of the Claim Assessment—or in another manner that furthers the objectives of the Claims Process and is approved by the Court.

SECTION 2 - DEFINITIONS

This Claims Process incorporates the definitions set out in the Settlement Agreement.

2.1 These additional terms used in this Claims Process are defined as follows:

- (a) **Arbitrator** – refers to an experienced lawyer or retired judge appointed by the Court to serve as an arbitrator under this Claim Process.
- (b) **Claimant** – refers to a Class Member who has submitted a claim for compensation in accordance with this Claims Process.
- (c) **Claim Assessment** – refers to the valuation of a claim by the Claims Administrator.
- (d) **Claim or Claims** – refers to claims submitted in the Claims Process.
- (e) **Identification Number or Claimant ID** – refers to the number assigned by the Claims Administrator to each Claim.
- (f) **Primary Claims Deadline** – is one year from the Effective Date.
- (g) **Primary Fund** – refers to the portion of the Settlement Amount allocated to providing compensation for Claims submitted on or before the Primary Claims Deadline.
- (h) **Review Form** – refers to the form to be used to request an Arbitrator review of a Claim Assessment.
- (i) **Secondary Fund** – refers to the portion of the Settlement Amount held in reserve to provide compensation for late Claims—submitted up to 12 months after the Primary Claims Deadline—by Class Members who did not submit a Claim before the Primary Claims Deadline.
- (j) **Secondary Claims Deadline** – is two years from the Effective Date.

- (k) **Settlement Fund** – has the same meaning as in the Settlement Agreement. For the purposes of administering the Claims, the net proceeds from the Settlement Fund will be allocated to the Primary Fund and the Secondary Fund in amounts to be approved by the Court.
- (l) **Claim Form** – refers to the Claim Form attached as **Schedule “A”** which is used to initiate a claim for compensation.

SECTION 3 - NOTICE OF SETTLEMENT APPROVAL

- 3.1 The Claims Administrator will provide notice to Class Members that the Settlement Agreement has been approved when and as directed by the Court.

SECTION 4- ESTABLISHMENT OF THE PRIMARY AND SECONDARY FUNDS

- 4.1 In order to meet the objectives of providing more timely compensation to Class Members while allowing for the possibility of late claims, the net proceeds of the Settlement Fund will be allocated to the Primary Fund and the Secondary Fund in amounts to be approved by the Court. At the Settlement Approval Hearing, Class Counsel will propose allocating to the Secondary Fund a sum that is 10% of the Primary Fund, in accordance with section 14.2 of this Claims Process.
- 4.2 Once the Settlement Amount is received from the Settling Defendants, the Claims Administrator shall invest the Primary Fund in an interest-bearing trust account.
- 4.3 Once the Settlement Amount is received from the Settling Defendants, the Claims Administrator shall invest the Secondary Fund in an interest-bearing trust account.
- 4.4 The Claims Administrator is authorized to pay any income tax on interest earned on investment of the Primary Fund and Secondary Fund from the monies held in those funds.

SECTION 5 - CLAIM FORM

- 5.1 All Class Members who wish to apply for compensation should complete and submit a Claim Form by the Primary Claims Deadline.
- 5.2 Class Members who miss the Primary Claims Deadline may still be eligible for compensation. Claims received after the Primary Claims Deadline but before the Secondary Claims Deadline will be assessed and may be eligible for compensation from the Secondary Fund.
- 5.3 Class Members who have already provided CFM Lawyers LLP with their email address will be sent a Claim Form by direct email.
- 5.4 The Claim Form will also be available at www.cfmlawyers.ca
- 5.5 Upon receipt of the Claim Form, the Claims Administrator will assign an Identification Number to each Claim. The Identification Number will be used in all correspondence with the Claimant, the Arbitrator review process, and in any application to the Court for directions.
- 5.6 All Claimants must solemnly declare that the statements made in the Claim Form are true, correct, and complete to the best of their knowledge, information, and belief.

SECTION 6 - CLAIM ASSESSMENTS

General Principles

- 6.1 The overarching objective of this Claims Process is to compensate Class Members for the harms caused by physical, sexual, or psychological abuse.
- 6.2 Abuse is not a legal term. It captures a range of conduct that society considers, by the standards prevailing at that time, to be unreasonable, excessive, violent or cruel. It is in Class Members' interest that the Claims Process and Claims Form provide guidance, where possible, about what conduct may or may not constitute compensable abuse. In particular:

- (a) Physical abuse includes any conduct that would constitute assault or battery at tort law. It *may* involve the use of physical force, whether by the teacher themselves (with their body or an object) or by another person at their direction. It *may* cause physical injury. It *may* also involve only the *threat* or implication of physical force. It does not include physical contact that is reasonable or necessary (for example, to avoid injury to the student or others).
- (b) Sexual abuse includes any act of sexual misconduct, including sexualized touching or spanking, voyeurism, and actual or attempted masturbation, oral sex or anal penetration. It *may* include or involve discussions of a sexualized nature, but does not include, for example, a teacher reasonably instructing a class on matters of health or sexual education.
- (c) Psychological abuse may be an element of other physical or sexual abuse, but it may also be a distinct form of abuse. It *may* involve *neglect*, such as shunning a student or withholding care, or *deliberate tactics*, such as degrading or humiliating the student, telling the student they will not be believed if they report abuse or 'gaslighting' them about past incidents, or verbally harassing the student. As with Claims for any form of abuse, the Claims Administrator will consider the facts of each individual Claim to assess whether and what harms may be compensated through the Claims Process. As set out below, claims for pure psychological abuse may face limitation period risks which may be factored into the assessment.

6.3 It is recognized that the events which are the subject of these Claims occurred decades ago, when the Class Members were minors, at a time when reporting abuse or seeking treatment was very challenging. As a result, the absence of documentary evidence will not, on its own, prevent a Claimant from asserting a Claim. However, a lack of supporting evidence – or frailties in that evidence – may affect eligibility for and the assessment of compensation.

- 6.4 Nonetheless, to verify identities, the Claims Administrator shall request of each Claimant the production of government-issued photo identification establishing the Claimant's identity, or an electronic copy or photocopy thereof.
- 6.5 The Claims Administrator will use reasonable efforts to assist Claimants in collecting supporting documents.
- 6.6 Any information created, obtained, or submitted by the Claims Administrator, Claimants or the Arbitrator for the purposes of the Claims Process is strictly private and confidential and will not be disclosed without the express written consent of the Claimant or by Court order. However, the following exceptions apply:
- (a) Each claimant will be assigned an ID number which will be used as described in paragraph 16.2 of this Claims Process.
 - (b) At the conclusion of the Claims Process or upon any interim distribution, the Claims Administrator will provide to the Settling Defendants the following as described in paragraph 21 of the Settlement Agreement: a list of approved claims by Claimant ID and compensation paid; total compensation paid from the Settlement Fund, summarized by academic year and school; and a list of individual abusers.
 - (c) At the conclusion of the Claims Process, the Claims Administrator is required to file with the Court under seal a list of the names of all Claimants with the Claimant IDs compensated in the Claims Process as described in paragraph 16.2 of this Claims Process.
 - (d) In the event a Claimant brings an additional action against a Settling Defendant for abuse, the Claims Administrator is authorized to provide to that Settling Defendant:
 - (i) the Claimant's Claim Form;

- (ii) any supporting evidence provided under Section 7 or 8 of this Claims Process; and
- (iii) the Claim Assessment; and
- (iv) the Arbitrator's review decision, if applicable.

Nothing in this section restricts the ability of the Settling Defendants, or any one of them, applying for documents they consider to be relevant in the ordinary course of future litigation.

Duties of Claims Administrator

6.7 The Claims Administrator's duties are to the Class as a whole and include:

- (a) fairly and diligently adjudicating Claims in accordance with this Claims Process;
- (b) developing and implementing systems and procedures for making payments of compensation to Claimants in accordance with this Claims Process and any applicable direction from the Court;
- (c) responding to questions about Claims, reviewing and adjudicating Claims, and giving notice of decisions to Claimants in accordance with this Claims Process;
- (d) communicating with Claimants;
- (e) maintaining confidentiality over Claims information;
- (f) preserving Claims documents;
- (g) responding to questions from the Settling Defendants as they relate to their involvement in this Claims Process; and
- (h) such other duties and responsibilities as the Court may direct.

Claims Validity

- 6.8 The goal of this Claims Process is to compensate eligible Class Members for abuse: fairly, quickly, and to the greatest extent possible with a finite Settlement Amount.
- 6.9 The Claims Administrator owes a duty to all Class Members to prevent fraud that could erode the Settlement Fund and reduce survivors' compensation. To that end, the Claims Administrator will—in the preliminary review of Claims described below—identify any Claims they reasonably believe to be:
- (a) *ineligible* insofar as they do not disclose a loss that would be compensable in this Claims Process; or
 - (b) *invalid* insofar as the Claimant may have knowingly given false or misleading information in an attempt to obtain compensation to which they are not properly entitled.
- 6.10 If, on their preliminary review, the Claims Administrator identifies a Claim they reasonably believe to be invalid or ineligible, they may notify the Claimant of their preliminary determination and that establishing the validity or eligibility of the Claim may require:
- (a) further information or evidence from the Claimant; or
 - (b) direction from the Court.

Compensation Tiers

- 6.11 To accommodate Claims of varying complexity, the Claims Process contains two Compensation Tiers:
- (a) **Tier 1** – Tier 1 is a simplified, paper-based compensation process for Claimants who experienced physical, psychological, and/or sexual abuse that had less severe or short-term effects on the Claimant's life or Claimants who do not wish to provide the personal information and/or

evidence which may be required to establish a Tier 2 claim. Under Tier 1, Claimants are only required to fill out the Claim Form with its associated, sworn declaration. It would not require a formal interview although the Claims Administrator may need to ask clarifying questions about answers in the Claim Form.

- (b) **Tier 2** – Tier 2 establishes a more extensive process for Claimants who experienced physical, psychological, and/or sexual abuse that had **moderate to severe effects on the Claimant's life**. In addition to the Claim Form with its associated, sworn declaration, the Tier 2 process requires Claimants to provide more evidence and information in order to assist in the assessment of the Claim. For instance, Tier 2 Claimants are required to be interviewed by the Claims Administrator and will be encouraged to provide all relevant documentation (i.e. medical, employment, or tax records) in their possession or control or provide authorizations granting the Claims Administrator access to this supporting documentation. The Claims Administrator may also ask for names and contact information for witnesses who have knowledge of the events or harm. The Claims Administrator may contact those witnesses to obtain information about the Claim.

- 6.12 As described below, the Claims Administrator will review each Claim Form and speak with the Claimant about whether they appear to be eligible for higher compensation in Tier 2 or are only eligible for Tier 1 based on the harm. Even if a Claimant is eligible for Tier 2, they can choose the simplified process in Tier 1 but will be subject to the Tier 1 compensation limit.

Monetary Limits on Compensation

- 6.13 To ensure that the Primary and Secondary Funds are sufficient to provide reasonable compensation to all Claimants, the following *upper limits* on compensation have been established for each Tier:

- (a) Tier 1 – \$30,000

- (b) Tier 2 –\$1,000,000 cap on claims for loss of income and loss of earning capacity, no cap on other items of damages.

6.14 For greater certainty, after completing a Claim Assessment under this Claims Process, the Claims Administrator may award an eligible Tier 1 Claimant compensation in any amount *up to* and including \$30,000. Compensation *greater* than \$30,000 is only available in Tier 2 and where the amount is supported by the evidence and the assessment principles below.

6.15 These compensation amounts are net of all Class Counsel Fees and administration costs.

Assessment of Compensation

6.16 Within 30 days of receiving a Claim Form, the Claims Administrator shall complete a preliminary review to verify:

- (a) the identity of the Claimant, which will include a request for the production of government-issued photo identification establishing the Claimant's identity, or a photocopy thereof;
- (b) that the Claim Form is complete; and
- (c) that a Claimant has not opted out of the class proceeding.

6.17 Within 60 days of receiving a Claim Form, the Claims Administrator shall conduct a detailed review of the Claim Form to assess whether the Claimant may be eligible for Tier 2 compensation. The Claims Administrator will inform the Claimant of the results of the detailed review and whether they appear to be eligible for higher compensation in Tier 2 or are only eligible for Tier 1 based on the harm reported in the Claim Form.

- 6.18 For any Claimant eligible for Tier 2, they may choose the simplified process in Tier 1 (subject to the Tier 1 compensation limit) or choose Tier 2 and inform the Claims Administrator thereof within 30 days of receiving the Claim Administrator's review in subsection 16 by submitting the Compensation Tier Selection Form provided to them by the Claims Administrator and attached as **Schedule "B"** to this Claims Process.
- 6.19 When an eligible Claimant has chosen Tier 2, the Claims Administrator will schedule an interview and seek the production of additional supporting documentation, including getting necessary authorizations to obtain documentation from third parties. The Claims Administrator may also ask for names and contact information for witnesses who have knowledge of the events or harm.
- 6.20 For any Claimant only eligible for Tier 1, unless there are concerns about the validity of the Claim, the Claims Administrator shall make a determination of compensation as soon as practicable considering the number of Claim Forms received to date.
- 6.21 Each Claim shall be assessed in accordance with the objectives of this Claims Process and the guidance provided by recent court decisions involving historical claims of physical, sexual and/or psychological abuse.
- 6.22 In assessing compensation for pain, suffering and loss of enjoyment of life ("non-pecuniary damages"), the Claims Administrator will take into account principles established in the case law at the time of assessment which currently include the factors identified by Justice Coval in *H.N. v School District No. 61 (Greater Victoria)*, 2024 BCSC 128 (CanLII):

[149] Generally speaking, non-pecuniary damages compensate for pain, suffering, disability, and loss of enjoyment of life. Key considerations for assessing compensation include: age, nature of the injury, severity and duration of pain and disability, emotional suffering, and impairment of life, lifestyle, relationships, and physical and mental abilities (*Stapley v.*

Hejslet, 2006 BCCA 34, paras. 45–46, leave to appeal ref'd [2006] S.C.C.A. No. 100).

[150] In cases of sexual abuse, additional factors meriting particular consideration are the:

- i. circumstances of the victim at the time of the events, including factors such as age and vulnerability;
- ii. circumstances of the assaults including their number, frequency and how violent, invasive and degrading they were;
- iii. circumstances of the defendant, including age and whether he or she was in a position of trust; and
- iv. consequences for the victim of the wrongful behaviour including ongoing psychological injuries.

Anderson v. Molon, 2020 BCSC 1247, para. 213.

[151] The assessment must be fair and reasonable between the parties. It should be measured against awards in comparable cases and appropriate to the seriousness of the injuries in the plaintiff's specific circumstances. Generally, a plaintiff's stoicism should not reduce the award.

6.23 Claims for loss of earning capacity, future care, and any other elements of damages will be assessed in accordance with principles established in the case law at the time of assessment and will take into account any legal risks such as causation issues as well as any frailties in supporting evidence to arrive at a risk informed assessment of the Claim.

6.24 In determining loss of earning capacity damage awards, the Claims Administrator will consider the following factors, among others, in its assessment as to whether the abuse caused economic loss to the Claimant:

- (a) whether the Claimant has been rendered less capable overall from earning income from all types of employment;
- (b) whether the Claimant is less marketable or attractive as an employee to potential employers;

- (c) whether the Claimant has lost the ability to take advantage of all academic or employment opportunities which might otherwise have been open to them, had they not been wronged;
- (d) whether the Claimant is less valuable to themselves as a person capable of earning income in a competitive labour market;
- (e) the various possible financial opportunities the Claimant could have pursued, the chance that the Claimant would have pursued them, bearing in mind the contingencies and quantifying the loss by awarding damages commensurate with the chance that the Claimant would have earned that additional income; and
- (f) the Claimant's education and work history.

6.25 In Claims where it is difficult to measure loss of earning capacity, the Claims Administrator may apply a rough estimate of loss based on 1 to 2 years of lost income in accordance with the case law.

6.26 In determining future care damage awards, the Claims Administrator shall consider, among others, the following factors set out below:

- (a) whether the Claimant has at any time received a recommendation for or has received treatment for injuries which are attributable to the abuse. If so, the Claims Administrator will consider the nature of the treatment, including information with respect to the provider and the cost;
- (b) whether the Claimant has at any time, due to affordability, been prevented from accessing treatment for injuries attributable to the abuse;
- (c) the Claimant's expression of interest in treatment; and
- (d) the Claimant's reasonable belief that the injuries would improve with treatment.

- 6.27 Claim Assessments will be made inclusive of pre-judgment interest. Compensation amounts provided to each Claimant will be based on the Claim Assessment and any adjustment based on the Arbitrator's review. These compensation amounts are net of all Class Counsel Fees and administration costs.

Pure Psychological Abuse Claims

- 6.28 Pure psychological abuse Claims are Claims that allege psychological abuse that was not accompanied by any physical or sexual abuse. Pure psychological abuse claims may be compensated under this Claims Process under certain circumstances.
- 6.29 A pure psychological abuse claim will only be eligible for compensation under this Claims Process if the disturbance suffered by the Claimant was serious and prolonged and rose above the ordinary annoyances, anxieties and fears that come with living in civil society.
- 6.30 There is a significant legal risk attached to pure psychological abuse claims as it relates to limitations defences. This legal risk may be considered by the Claims Administrator in assessing compensation for pure psychological abuse.

SECTION 7- SUPPORTING EVIDENCE – TIER 1

- 7.1 Each Claimant's identity will be verified with government-issued photo ID.
- 7.2 Each Claimant must submit a completed Claim Form.
- 7.3 A completed Claim Form is one that contains:
- (a) legible answers in all sections relevant to the Claim,
 - (b) a signed acknowledgement that providing false or misleading information may have serious legal penalties, including prosecution, and

- (c) a signed declaration that the information provided is true and complete to the best of the applicant's knowledge, and that any documents attached to support the application are unaltered.
- 7.4 Tier 1 is intended to be primarily a paper-based process and total compensation will be capped at \$30,000 due to the lower evidential requirements.
- 7.5 If there are omissions or discrepancies in the Claim Form, the Claims Administrator may also ask Claimants in Tier 1 to confirm or clarify information or verify their identity or attendance at the school.
- 7.6 In the course of their assessment, the Claims Administrator will require Claimants to make a solemn affirmation, knowing that it is of the same force and effect as if made under oath, that all information submitted on the Claims Forms—as supplemented with the Claimant's responses to any questions from the Claims Administrator—is true and complete.

SECTION 8 - SUPPORTING EVIDENCE - TIER 2

- 8.1 Each Claimant's identity will be verified with government-issued photo ID.
- 8.2 Each Claimant must submit a completed Claim Form.
- 8.3 A completed Claim Form is one that contains:
 - (a) legible answers in all sections relevant to the Claim,
 - (b) a signed acknowledgement that providing false or misleading information may have serious legal penalties, including prosecution, and
 - (c) a signed declaration that the information provided is true and complete to the best of the applicant's knowledge, and that any documents attached to support the application are unaltered.

8.4 Tier 2 establishes a more extensive process for Claimants who experienced physical, psychological, and/or sexual abuse that had moderate to severe effects on the claimant's life.

8.5 Claimants in Tier 2 may be asked to provide:

- (a) clinical records relating to any counselling or other treatment received in relation to the harm claimed;
- (b) income tax records; and
- (c) employment records; and/or
- (d) names and contact information for witnesses who have knowledge of the events or harm. The Claims Administrator may contact these people.

8.6 In addition, Claimants in Tier 2 will be interviewed by the Claims Administrator to obtain further details in support of the Claim. These interviews will be conducted in a trauma-informed manner and may take place over a series of calls or meetings. The Claims Administrator will accommodate Claimants' preference for telephone, video or in-person meetings where possible.

8.7 In complex cases, the Claims Administrator may request that a Tier 2 Claimant be interviewed by a psychologist or psychiatrist.

8.8 Claimants in Tier 2 will also be required to provide a solemn affirmation, knowing it is of the same force and effect as if made under oath, that all information they have provided in the Claims Process is true and complete.

SECTION 9 - CLAIMS ASSESSMENTS

9.1 The Claims Administrator will assess the value of each Claim in accordance with the objectives of this Claims Process and the principles set out above.

- 9.2 The Claims Administrator will take into account payments received, or releases given, in other claims processes to ensure Claimants are not recovering for the same loss twice or with respect to claims previously released.
- 9.3 The standard of proof in all cases shall be a balance of probabilities. For greater certainty, in order for the Claims Administrator to make an assessment of compensation, they must conclude that, on the basis of the information and records submitted by the Claimant that it is more likely than not that the incident(s) and harm occurred and that the incident caused or contributed to the harm.
- 9.4 Claimants will have the option of:
- (a) Accepting the Claims Administrator's Claim Assessment as a fair and reasonable assessment; or
 - (b) Requesting a review of the Claims Administrator's Claim Assessment by the Arbitrator in accordance with the procedure set out below.

SECTION 10 - REVIEW BY ARBITRATOR

- 10.1 A Claimant may request a review of their Claim Assessment by the Arbitrator.
- 10.2 Each Claimant who requests an Arbitrator's review of their Claim Assessment must submit the Claim Review Form attached as **Schedule "C"** to this Claims Process to the Claims Administrator within 30 days of receiving the Claim Assessment. If a Claim Review Form is not received by the Claims Administrator within 30 days from the date of issuance of the Claim Assessment, the Claim Assessment will be deemed to be accepted. This time limit may be extended by the Claims Administrator in exceptional circumstances.
- 10.3 The Claims Administrator will promptly provide the Claim Review Form to the Arbitrator together with copies of:

- (a) the Claim Assessment letter; and
 - (b) all supporting evidence collected under Section 7 or Section 8 of this Claims Process including interview notes.
- 10.4 The Arbitrator shall sign and adhere to a confidentiality statement, in a form satisfactory to the Claims Administrator, by which the Arbitrator agrees to keep confidential any information concerning Claimants.
- 10.5 The review will be conducted in writing. The Arbitrator may, in conjunction with the Claims Administrator, establish any procedures required to facilitate a fair, timely, and efficient review. In the event of disagreement, the Claims Administrator shall apply to the Court for directions on procedures for the review process.
- 10.6 Any procedures established by the Arbitrator will be provided to the Claims Administrator and the Claimant that has requested the review.
- 10.7 The Arbitrator will conduct the review in accordance with the standard of review applicable to questions of mixed fact and law. In particular:
- (a) The Arbitrator will only vary the Claim Assessment if satisfied that the assessment was based on an extricable legal error or a palpable and overriding error of fact; and
 - (b) If so satisfied, the Arbitrator may increase or decrease the Claim Assessment subject to the limits set out below.
- 10.8 The Arbitrator shall generally conduct the review in accordance with the compensation principles established in this Claims Process and the laws of British Columbia pertaining to the assessment of personal injury damages, subject to the following limitations:
- (a) the Arbitrator may not increase the Claim Assessment value of a Claim by more than 25%; and

- (b) the Arbitrator may not decrease the Claim Assessment value by more than 25%.
- 10.9 The Arbitrator shall provide the Arbitrator's review decision in writing to the Claimant and the Claims Administrator within 30 days of conducting a review unless exceptional circumstances dictate otherwise.
- 10.10 The Claims Administrator will adjust the Claim Assessment value in accordance with the review decision.
- 10.11 The Arbitrator will remit invoices for their reasonable fees and expenses from time to time and the Claims Administrator will pay those invoices from the Settlement Fund.
- 10.12 All decisions of the Arbitrator are final and binding and not subject to any further review by the Court.

SECTION 11 - INTERIM DISTRIBUTIONS

- 11.1 The total value of all assessed Claims in the Primary Fund will not be known until the Primary Claims Deadline has passed and all Claims Assessments and Arbitrator reviews are completed. To support the objective of providing timely compensation to Claimants, this Claims Process creates a mechanism to seek Court approval for interim distributions.
- 11.2 The Claims Administrator may—at any time prior to the expiry of the Primary Claims Deadline and on notice to the Settling Defendants—apply to the Court to approve an interim distribution to Claimants taking into account:
 - (a) the number and severity of Claims received to that date;
 - (b) a conservative estimate of the Claims that may still be received between that date and the Primary Claims Deadline; and
 - (c) the importance of timely compensation.

11.3 Interim distributions will likely not be the full assessed value of any Claim.

SECTION 12- FINAL DISTRIBUTION OF PRIMARY FUND

12.1 As soon as possible after the expiry of the Primary Fund Deadline and the completion of Claim Assessments and Arbitrator's reviews of all Claims submitted before the Primary Fund Deadline, the Claims Administrator will seek Court approval for a final distribution of the Primary Fund which will provide either:

- (a) if the total value of all Claim Assessments is *less* than the funds available in the Primary Fund, that each Claim Assessment be paid in full and the residue of the Primary Fund transferred to the Secondary Fund; or
- (b) if the total value of all Claim Assessments *exceeds* the funds available in the Primary Fund, each Claimants' assessment will be adjusted and distributed pro rata from the Primary Fund taking into consideration all interim distributions received by the Claimant.

12.2 The Claims Administrator will give notice to the Settling Defendants of any hearing at which it intends to seek approval of a distribution and will make all payments as ordered by the Court.

SECTION 13 - SUBROGATED CLAIMS

13.1 In the event any claims of a subrogated nature, including claims by insurers, trusts, foreign governments or their agencies, are asserted against the Settlement Fund, the Claims Administrator and the Arbitrator may confer and either attempt a resolution directly with the subrogated entity or, seek a direction from the Court as to the appropriate disposition of the Claim.

SECTION 14 - SECONDARY FUND PROCESS

14.1 The Claims Administrator shall apply the same claims process noted in this Claims Process for the evaluation and review of Claims submitted under the Secondary Fund, unless stated otherwise in this Section.

14.2 The primary purpose of the Secondary Fund is to compensate Class Members who are late applicants to the Claims Process. The sum reserved exclusively for the Secondary Fund will not exceed 10% of the Primary Fund and will be approved by the Court as noted in section 4.1 of this Claims Process.

14.3 There will be no interim distributions from the Secondary Fund. All payments from the Secondary Fund will be made after the expiry of the Secondary Fund Deadline and the completion of the Secondary Fund Claims Assessments and Arbitrator's reviews of all Claims.

14.4 As soon as possible after the expiry of the Secondary Fund Deadline and the completion of Claim Assessments and Arbitrator's reviews of all Claims, the Claims Administrator may apply to Court, on Notice to the Settling Defendants, for approval of a final distribution of the Secondary Fund. The proposed distribution will be as follows:

- (a) The Claims Administrator will determine the total value of all Claim Assessments in the Secondary Fund adjusted to the same pro rata recovery rate achieved in the Primary Fund.
- (b) If that sum exceeds the available funds in the Secondary Fund, each Claim will be adjusted and the Secondary Fund distributed on a pro rata basis.
- (c) If that sum is less than the amount available in the Secondary Fund:
 - (i) each Claimant in the Secondary Fund will be compensated up to the pro rata recovery rate achieved in the Primary Fund;
 - (ii) the residue will be distributed pro rata to all successful Claimants to both funds, up to a maximum of the full value of each Claim Assessment; and
 - (iii) any funds remaining after each Claim Assessment in both the Primary Fund and Secondary Fund has been paid in full will be

distributed in a manner consistent with the objectives of this Claims Process and approved by the Court.

SECTION 15- LEAVE OF THE COURT REQUIRED

15.1 No person may bring any action or take any proceedings against Class Counsel, the Claims Administrator or the Arbitrator (or their employees, agents, partners, associates, representatives, insurers, successors or assigns) for any matter in any way relating to the Settlement Agreements, the administration of the Settlement Agreements, or the implementation of this Claims Process except with leave of the Court.

SECTION 16 - DIRECTIONS FROM THE COURT

16.1 The Claims Administrator may not make distributions to Claimants except as approved by the Court and will give notice to the Settling Defendants of any hearing at which it will propose or seek approval of such a distribution.

16.2 In each such application by the Claims Administrator or hearing:

- (a) the Parties must refer to Claimants only by their Claimant ID numbers and must not divulge identifying information about any Claimant in open court; and
- (b) if the proposed distribution is approved by the Court, a list of the names of all Claimants together with their Claimant IDs compensated in the approved distribution will be filed with Court under seal by the Claims Administrator. Should a Settling Defendant at any time apply to the Court seeking access to or disclosure of the list, such application shall be made on notice to the Claims Administrator.

16.3 The Claims Administrator may apply at any time to the Court for directions to resolve any issues that arise in the administration of this Claims Process including:

- (a) extending any time limit set out in this Claims Process; and

- (b) the payment of all reasonable costs, disbursements, and applicable taxes associated with administering the Claims Process from the Settlement Fund.

SECTION 17 - MISCELLANEOUS

- 17.1 The Claims Administrator is not compellable as a witness in any future cases.
- 17.2 Once the Settlement Funds are fully paid, and all reporting as required by the Claims Process has been completed, the Claims Administrator may apply to the Court, on notice to the Settling Defendants, to be discharged from its responsibilities administering the Claims Process.

SCHEDULE "A" TO CLAIMS PROCESS

Vancouver College and St. Thomas More Collegiate Class Action Settlement

www._____.ca

CLASS MEMBER CLAIM FORM

You are a "Class Member" and eligible to submit a claim if:

1. you were enrolled at:
 - Vancouver College between 1976 and 2013; or
 - St. Thomas More Collegiate between 1976 and 1989; and
2. you claim that you were physically, psychologically or sexually abused by a current or former member of the Christian Brothers.

A settlement in the class action has been reached with Vancouver College, St. Thomas More Collegiate, and the Roman Catholic Archbishop of Vancouver (the "Settling Defendants").

To be eligible to receive compensation, each class member **must** complete this Claim Form and submit it (along with any supporting documents) to the Claims Administrator by **no later than 11:59 pm Pacific Time on _____, 2026.**

If the deadline has passed, you should still submit your Claim Form. Late claims received within 12 months after [the deadline above] may still receive compensation from a small reserve fund.

SUBMITTING INSTRUCTIONS

You may choose one of **2 ways** to submit this Claim Form and any supporting documentation:

1. EMAIL

Email this Claim Form to

2. MAIL

Mail this Claim Form to:

CFM Lawyers LLP
400-856 Homer Street
Vancouver, BC V6B 2W5

Claim forms submitted by mail must be postmarked
no later than [main deadline].

If you are not sure if you are in the Class or have other questions about this Claim Form, call the Claims Administrator (the law firm of CFM Lawyers LLP) toll free at 1-800-689-2322.

IMPORTANT INFORMATION ABOUT THIS CLAIM FORM

DEADLINE FOR SUBMISSIONS

Claim forms must be returned to the Claims Administrator, by [start date +12 months] (the "**Claims Deadline**").

Late claims may still be eligible for compensation from a small reserve fund if they are received within 1 year after the Claims Deadline. Claim forms submitted more than 1 year after the Claims Deadline cannot be accepted.

CONFIDENTIALITY

All information provided on this Claim Form will remain confidential with the following exceptions:

1. You will be assigned an ID number which will be used in any material that is put before the Court. Your name and any information capable of identifying you by name will not be included in that material, and will only be disclosed to the Claims Administrator, and to the Arbitrator if you decide to seek review of your Claim Assessment.
2. At the conclusion of the Claims Process or upon any interim distribution, the Claims Administrator will provide to the Settling Defendants: a list of approved claims by Claimant ID (without revealing any Claimant's name) and compensation paid; total compensation paid from the Settlement Fund, summarized by academic year and school; and a list of individual abusers.
3. At the end of the Claims Process, the Claims Administrator must provide the Court with a sealed list of the names of all Claimants compensated in the Claims Process. This list will be filed with the Court "under seal", meaning it is subject to special confidentiality protections and can only be disclosed (including to a Settling Defendant) by order of the Court.
4. If you bring a future lawsuit for abuse against any of the Settling Defendants, the Claims Administrator will be authorized to produce certain documents to the Settling Defendant(s) in that action, including your Claim Form, supporting evidence provided under Section 7 or 8 of the Claims Process, the Claim Assessment, and any Arbitrator's review decision.

COUNSELLING AND SUPPORT RECOMMENDATION

In this Claims Process you will be asked about the physical, psychological, and/or sexual abuse you experienced and the resulting impacts. The questions in this Claim Form may be upsetting.

If you feel anxious or unwell when you think about your experience, or while you are filling out this Claim Form, we encourage you to seek support from a family member, counselor, treating health care professional, friend, or any trusted person in your community. If you prefer, you are welcome to schedule an appointment to fill out the Claim Form with the Claims Administrator. A counsellor can also be made available at no charge to support and assist you with the process.

DESTRUCTION OF DOCUMENTS

Subject to the requirements of law, all documents submitted by you will be securely preserved by the Claims Administrator for a period of 80 years and then destroyed.

CLAIM FORM INSTRUCTIONS

All Claimants must complete this Claim Form. You should complete all sections that apply to you and provide as much information and detail as you can. Read each question carefully. The information you provide here is an important part of how the Claims Administrator will assess your claim.

The Claims Administrator will be considering the following types of harm:

- loss of enjoyment of life, pain and suffering, or disability;
- economic losses (including past income loss, future earning capacity and loss of opportunity); and
- cost of care in the past and in the future (such as counselling fees and other expenses you have incurred).

If the Claims Administrator determines you are eligible for compensation as part of this Claims Process, you may have a choice for your claim to be considered under two different Compensation Tiers.

Tier 1 – A simplified process where compensation is up to a **cap of \$30,000**. This process only requires you to fill out this form and sign the Declaration at the end of the form. It would not require a formal interview although the Claims Administrator may need to ask some clarifying questions about your answers on this form.

Tier 2 – A more rigorous process where compensation for loss of income and loss of earning capacity is **up to a cap of \$1,000,000 (but other items of loss are not capped)**. In addition to completing this form, this process will require you to be interviewed by the Claims Administrator and may require that you authorize them to obtain relevant supporting documents (like tax, medical, or employment records) to verify and value your claim.

The Claims Administrator will review your Claim Form. If it appears that your claim may be eligible for higher compensation in Tier 2, the Claims Administrator will speak with you about whether you wish to pursue that more rigorous process or remain in the simplified process, despite the cap of a maximum of \$30,000 in compensation.

Some important notes about the Claim Form:

- Even if you cannot remember an exact date, try to describe the approximate period of time with reference to other events, such as your grade in school, memorable events, or the season (e.g., “before Thanksgiving” or “there was snow on the ground”).
- If a section or a question does not apply to you, please indicate this by writing “Not Applicable” or “N/A” rather than leaving it blank.

- If you are unsure about a fact or an answer, say so. Do not guess. Simply provide as much detail as you can remember.
- You may be contacted to provide more information if your Claim Form is incomplete, illegible, or inconsistent.
- How much information you share is up to you. However, the Claims Administrator may need more detailed information to properly assess claims involving more severe harm and higher compensation.
- If you have any supporting documentation related to your attendance at a school, please attach it.
- Your file may be referred to a judge for directions if the Claim Form raises concerns about the veracity of your claim.
- To receive compensation you must have experienced physical, sexual or psychological abuse by a Christian Brother (or former Christian Brother). If you also experienced abuse by a lay teacher at Vancouver College or St. Thomas More, please include that information in this form, as well. It may be difficult to know whether certain types of conduct by a teacher rise to the level of “abuse” compensable here. It can be useful to think about whether it was generally considered to be acceptable by society at that time for a teacher to act in that way, or if their actions would instead have been viewed as unreasonable, inappropriate, excessive, abusive, violent or cruel.

ROLE OF CFM LAWYERS LLP

With the Court’s approval of the settlement and Claims Process, the role of CFM Lawyers LLP changes from class counsel to Claims Administrator. As Claims Administrator, CFM Lawyers LLP has a duty to all Class Members to distribute the Settlement Fund in a fair and diligent manner. The job of the Claims Administrator is to implement the Claims Process approved by the Court, including by assessing each Claim according to the principles approved by the supervising judge and in a manner that is fair to each individual but also to the Class as a whole. As Claims Administrator, CFM Lawyers LLP can help Claimants to complete the Claim Form and identify relevant supporting evidence, but cannot provide individual legal advice. Claimants requiring individual legal advice about their Claim and/or assistance with an appeal of their Claim Assessment should seek independent legal advice.

PLEASE READ BEFORE PROCEEDING

The following pages contain questions about physical, psychological, and/or sexual abuse you may have suffered. Answering these questions may trigger painful memories and feelings. We suggest that you proceed slowly and consider when and where you choose to read and complete this form to make sure that you are safe.

You may want to read and complete the following pages with a support person, such as a family member, counselor, treating health care professional, a friend, or someone else you trust. You can also make an appointment to complete the form with the Claims Administrator.

Please:

- **fill out each section that applies to you**
- **mark any section that does not apply to you with “N/A” or “Not Applicable”; and**
- **give as much detail as you can recall, including dates or approximate time periods wherever possible.**

SECTION 1 - IDENTIFYING INFORMATION (REQUIRED - Must be filled out by all Class Members submitting a Claim)

1. Please provide the following information relating to identifying and contact information.

First Name: _____ Last Name: _____

Preferred pronouns: _____

If, while attending the school, you were known by another name, nickname or alias, please state the name(s): _____

Current Address: _____

Address while enrolled at the school:

Telephone: _____

Email: _____

Personal Health Number: _____

Social Insurance Number: _____

School Information:

School(s) Attended:

☐ St. Thomas More Collegiate, from grades ____ to ____ (the years ____ to ____).

☐ Vancouver College, from grades ____ to ____ (the years ____ to ____).

If Vancouver College: day student or boarding student? _____

If necessary, please use the space below to explain any gaps in your years of attendance at the school(s).

If available, please provide any records (eg. report cards, transcripts, awards) verifying your attendance at the school(s) during this period.

SECTION 2 - INFORMATION RELATED TO THE ABUSE

2. Please provide the following information relating to the abuse.

(If necessary, attach more pages, indicating the question number you are answering and writing "see attached pages" in the space below.)

- **Who committed the physical, psychological, or sexual abuse against you?** Please identify the name of the perpetrator(s), whether they were a Christian Brother or a lay teacher, and their title or relationship to you at the time of the abuse.

- **When did the abuse occur?** Describe the timing as precisely as you can. Where possible, include your age and grade. If you recall the date, season, and even the time of day (e.g., before, during, or after regular school hours) please include this information. If the abuse took place over time, state when it started, when it stopped, and approximately how many incidents occurred.

- **Where did the abuse occur?** Describe the location as precisely as you can, including names of buildings, rooms, cities, etc., wherever possible. If there were multiple perpetrators or multiple incidents, please separate the information as clearly as possible.

- **What happened?** Please describe the nature of the abuse in as much detail as possible. If there were multiple perpetrators or multiple incidents, please separate the information as clearly as possible.

- **Before completing this form, did you tell anyone about the incident(s) described above? If so, who and when?**

- **Are there any other circumstances relating to the abuse that you think are important for the Claims Administrator to know?**

- **If applicable, please provide names and contact information for anyone who witnessed or otherwise knows about the abuse or its effect on you. Only provide this information if you are comfortable with the Claims Administrator contacting the person(s) to discuss your claim.**

(If necessary, attach more pages, indicating the question number you are answering and writing “see attached pages” in the space below.)

-
- This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

- If a specific injury, difficulty, condition, challenge, behaviour or symptom described in question 3 is ongoing or occasional, when did you begin to experience it?

- If a specific injury, difficulty, condition, challenge, behaviour or symptom described in question 3 has resolved, when did you experience it and when did it resolve?

- Have you ever received treatment, counseling, or healing (including hospitalization or treatment by a doctor/counsellor/therapist) for any difficulties, conditions, challenge, behaviour or symptoms described in question 3? If yes, please provide details in the chart below, as applicable.

Difficulty, condition, challenge, behaviour or symptom requiring treatment	Type of treatment received	Period in which treatment was received	Name of treatment provider	Location of treatment

Note 1 – If you are eligible for Tier 2 and choose to pursue Tier 2 Compensation, you may be required to provide an authorization so that the Claims Administrator can obtain a copy of these medical records. The Claims Administrator would use the records to verify and more accurately assess your claim.

- Have you at any time, due to affordability, been prevented from seeking treatment for any difficulties, conditions, or symptoms described in question 3? If so, give as much detail as possible.

- Would you presently benefit from treatment for any difficulties, conditions, or symptoms described in question 3? If so, give as much detail as possible regarding the type of treatment you would seek.

- In your own words, please describe how the abuse impacted your family relationships, intimate relationships, friendships, and general social functioning? Have you ever experienced suicidal ideation, substance abuse or extended periods of homelessness as a result of the abuse?

If you would prefer to ask a friend or family member who has observed your functioning complete this section, please make a note that it was completed by that person and provide that person's full name and contact details. The Claims Administrator may need to contact that person.

- Have you suffered physical or psychological injuries or conditions at any point during your lifetime that are not related to the school abuse? If yes, please describe those injuries or conditions in as much detail as possible, including the incidents that caused them.

SECTION 4 - ACADEMIC, CAREER, AND ECONOMIC IMPACT (Not all questions may be relevant to your Claim. Please mark "not applicable" or "N/A" if the question does not apply to your situation)

4. Please provide the following information regarding the economic impact of the school abuse described in Section 2.

(Attach additional pages if necessary. If you attach additional pages, please write the question number which the additional page relates to at the top of each page, and write "see attached additional pages" in the space provided below)

- Please complete the below chart with respect to your education and training history.

School, college, university, or other training or educational facility attended	Approximate dates		Grade/level reached and certificate, degree or diploma sought or obtained
	From	To	

- Please complete the below chart with respect to your employment history.

Name of your employer and your job title	Approximate dates		Annual Earnings (See Note 2)	Reason(s) why you stopped working for the employer or were unemployed (See Note 2)
	From	To		

Note 2 – Please indicate if the annual earnings figures you have entered are *before-tax* (“gross”) or *after-tax* (“net”). If you are eligible for Tier 2 and choose to pursue Tier 2 compensation, you may be required to provide an authorization to the Claims Administrator so that the Claims Administrator can obtain copies of your Income Tax Returns and/or T4s and any medical information (i.e. counselling records) which connect your employment history to the abuse to verify and value your claim.

- Please complete the below chart with respect to other family members' employment history. You do not need to provide your family members' names: you can simply identify them as "mother", "sister", etc.

Relation	Career	From	To	Annual Earnings

- In your own words, please describe how the abuse impacted your ability to obtain an education and/or employment that was in line with your goals and abilities. Give as much detail as possible regarding specific events and dates if you were prevented from achieving your educational or employment goals. For periods you were not employed or believe you were underemployed, describe your activities during that time.

- Please describe your current employment status and plans for the future. Give as much detail as possible.

If you are unemployed, do you plan to return to work or have educational pursuits (please describe your plans including approximate timing of a return to work or educational/training facility).

If you are retired, please describe the circumstances surrounding your retirement (the date you retired, your employer, your job title, reasons for your retirement and whether your retirement was voluntary or involuntary).

- Please describe any other physical or psychological conditions not related to the school abuse that have affected your ability to work in the past, currently, or in the future.

- Were you out of the work force or had reduced employment for reasons unrelated to the school abuse? If yes, please provide details including dates and income.

- Have you received payments in respect of loss of income, or income benefits, from any source (for example, as a result of a motor vehicle accident, workers' compensation or prior lawsuit)? If yes, please provide details in the below chart.

Source of payment	Approximate dates		Reason for payment
	From	To	

SECTION 5 - PRIOR PROCEEDINGS

Have you ever participated in another legal proceeding related to the school abuse described in Section 2? This could include an individual lawsuit or a claims process, such as those in the bankruptcy of the Newfoundland Archdiocese (RCECSJ) or the liquidation of the Christian Brothers.

☐ Yes

☐ No

If YES:

1. **Did you file a claim?** (e.g., a "Statement of Claim" or "Notice of Civil Claim")

☐ Yes (if so, attach a copy of that claim to this Claim Form)

☐ No

2. **Did you sign a release?**

☐ Yes (if so, attach a copy of that release to this Claim Form)

☐ No

3. **Did you receive any financial compensation?**

☐ Yes (If so, indicate the amount in Canadian dollars: \$_____)

☐ No

SECTION 6 - SUPPORTING DOCUMENTS

Below, please list each supporting document that you are submitting with this Claim Form. Make sure to attach each document to this Form before submitting your Claim.

[illegible]

Section 7 DECLARATION

Before submitting this form, you must sign in the blue box below to solemnly declare that the information you have provided is true and complete to the best of your knowledge.

By signing, you are agreeing that:

- You understand that your Claim will be assessed based on your answers here, and that if it is accepted you may receive monetary compensation.
- Your answers are true to the best of your knowledge.
- You understand that this Claims Process is supervised by the Supreme Court of British Columbia and that attempting to obtain compensation by intentionally giving false or misleading information could result in serious penalties.

By signing below I declare, intending it to have the same force and effect as if given under oath, that the information I have provided on this Claim Form is true and complete to the best of my knowledge.

Signature: _____

Date: _____

DO NOT COMPLETE THIS SECTION BEFORE SUBMITTING YOUR FORM.

After the Claims Administrator receives your Claim Form, they will do a preliminary review and may contact you to discuss your claim or ask for more information on particular points. The box below is to be completed later, when requested by the Claims Administrator, before compensation can be paid.

I, _____, do solemnly declare that the information I have given on this Claim Form is truthful, complete and correct, and that any documents I have provided are authentic and unaltered, and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Signature: _____

Date: _____

Declared before _____ (name), a commissioner for taking affidavits for British Columbia, at _____ (place) on _____ (date).

Signature: _____

SCHEDULE "B" TO CLAIMS PROCESS

Vancouver College and St. Thomas More Collegiate Class Action Settlement

www._____.ca

TIER SELECTION FORM

YOU have been notified by the Claims Administrator that you may be eligible for Tier 2 compensation based upon the information provided in the Claim Form.

PLEASE FILL IN your name and contact information here, and please choose below which compensation tier you would like to pursue:

Name of Claimant /

(Assigned

Pseudonym):

Address:

Telephone Number:

Email Address:

PLEASE CHOOSE which one of the following compensation Tiers you wish to pursue:

- ☐ **Tier 1:** Tier 1 is a simplified, paper-based compensation process for Claimants who do not wish to provide the personal information and/or evidence which may be required to establish a Tier 2 claim. Under Tier 1, Class Members are only required to fill out the Claim Form with its associated, sworn declaration. Tier 1 assessments do not require a formal interview although the Claims Administrator may need to ask clarifying questions about answers in the Claim Form. **Total compensation under Tier 1 is capped at \$30,000 (meaning that Tier 1 Claims may range from \$0 to \$30,000).**
- ☐ **Tier 2:** Tier 2 establishes a more extensive process for Claimants. The Tier 2 process requires Claimants to provide more evidence and information in order to assist in the assessment of the Claim. For instance, Tier 2 Claimants are required to be interviewed by the Claims Administrator and will be required provide all relevant documentation (i.e. medical, employment, or tax records) in their possession or control or provide authorizations granting the Claims Administrator access to this supporting documentation. The Claims Administrator may also ask for names and contact information for witnesses who have knowledge of the events or harm. The Claims Administrator may contact those witnesses to obtain information about the Claim. **Total compensation under Tier 2 may exceed \$30,000, if supported by the evidence and the law. Tier 2 claims have a \$1,000,000 cap on claims for loss of income and loss of earning capacity.**

The address for service of this Tier Selection Form is as follows:

CFM LAWYERS LLP
Claims Administrator
400-856 Homer Street
Vancouver, BC V6B 2W5
Attention: ♦
Email: christianbrothersclassaction@cfmlawyers.ca

THIS FORM MUST BE RETURNED TO THE CLAIMS ADMINISTRATOR IN WRITING BY 5:00 P.M. ON _____ (THE DAY THAT IS NOT LATER THAN THIRTY DAYS (30) DAYS AFTER THE CLAIMANT IS DEEMED TO HAVE RECEIVED NOTICE OF THE CLAIM ADMINISTRATOR'S PRELIMINARY REVIEW OF THE CLAIM UNDER SECTION 16 OF THE CLAIMS PROCESS).

DATED this ____ day of _____, 202__

Signature:

SCHEDULE "C" TO CLAIMS PROCESS

Vancouver College and St. Thomas More Collegiate Class Action Settlement

www._____.ca

CLAIM REVIEW FORM

PLEASE FILL OUT THIS FORM IF YOU seek an Arbitrator's review of your Claims Assessment pursuant to Section 10.2 of the Claims Process approved by the Court on _____, 2026.

PLEASE NOTE that pursuant to the Claims Process, the Arbitrator may not increase the Claim Assessment value of a claim by more than 25%; and the Arbitrator has the authority to decrease the Claim Assessment value by up to 25%.

PLEASE FILL IN your name and contact information here, and below provide a short explanation of why you are seeking an Arbitrator's review of your Claim Assessment:

Name of Claimant /

(Assigned

Pseudonym):

Address:

Telephone Number:

Email Address:

PLEASE PROVIDE a short description of the parts of your Claim Assessment that you wish to have reviewed and the reason why you believe they should be reviewed:

PLEASE RETURN this Claim Review Form by mail or email to:

CFM LAWYERS LLP
Claims Administrator
400-856 Homer Street
Vancouver, BC V6B 2W5
Attention: ♦
Email: christianbrothersclassaction@cfmlawyers.ca

THIS FORM MUST BE RECEIVED BY THE CLAIMS ADMINISTRATOR BY 5:00 P.M. ON _____ (THE DAY THAT IS NOT LATER THAN THIRTY DAYS (30) DAYS AFTER THE CLAIMANT IS DEEMED TO HAVE RECEIVED THE CLAIM ASSESSMENT, IN ACCORDANCE WITH THE CLAIMS PROCESS).

DATED this ____ day of _____, 202__

Signature:

**SCHEDULE “B” PROPOSED ORDER APPROVING NOTICE OF SETTLEMENT
APPROVAL HEARING**

No. S211242

Vancouver Registry

In the Supreme Court of British Columbia

Between

Darren Liptrot and John C. Doe

Plaintiffs

and

**Vancouver College Limited, St. Thomas More Collegiate
Ltd., Edward English, Joseph Burke, Douglas Kenny,
Gerard Gabriel McHugh, The Roman Catholic Episcopal
Corporation of St. John's, Roman Catholic Archbishop
of Vancouver, Kevin Short**

Defendants

Brought under the *Class Proceedings Act*, R.S.B.C. 1996. c. 50

ORDER MADE AFTER APPLICATION

	)		)	
BEFORE	)	The Honourable Justice Coval	)	___/___, 2026
	)		)	

ON READING the materials filed by the plaintiffs in support of the application, including the Notice Program attached to this Order as **Appendix “A”**; and

ON HEARING the submissions of counsel for the Plaintiffs, counsel for the Settling Defendants being Vancouver College Limited, St. Thomas More Collegiate Ltd., and the Roman Catholic Archbishop of Vancouver;

THIS COURT ORDERS that:

1. The Notice Program is approved in the form attached as Appendix "A". Class Counsel will, by the methods and substantially in the forms set out in Appendix "A", provide notice to Class Members of the Settlement Approval Hearing on [Settlement Approval Hearing Date].
2. Class Members who wish to object to or comment on the Settlement Agreement, the Claims Process, the proposed approval and payment of Class Counsel Fees, or the payment of an honorarium to each of the representative plaintiffs may do so:
 - (a) in writing, by delivering a statement to Class Counsel by mail, courier or email, received by Class Counsel on or before [14 days before Settlement Approval Hearing Date]; or
 - (b) in-person before the Court at the Settlement Approval Hearing, by giving written notice to Class Counsel by mail or email, received by Class Counsel on or before [14 days before Settlement Approval Hearing Date].
3. Class Counsel will advise the Settling Defendants of any written comments or objections or notices of intention to appear in-person as soon as reasonably possible after receiving the same.
4. Any application to opt out of the Class notwithstanding the expiration of the opt-out period must be filed and served on all parties on or before [21 days before Settlement Approval Hearing Date] and will be heard in conjunction with the Settlement Approval Hearing.
5. Endorsement of this order by Edward English, Joseph Burke, Douglas Kenny, Gerard Gabriel McHugh, Kevin Short, the Roman Catholic Episcopal Corporation of St. John's, or their counsel is dispensed with.
6. THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER:

Signature of lawyer for the Plaintiffs

Signature of lawyer for Vancouver College
Limited

Signature of lawyer for St. Thomas More
Collegiate Ltd.

Signature of lawyer for the Roman Catholic
Archbishop of Vancouver

BY THE COURT

REGISTRAR

APPENDIX “A”

NOTICE PROGRAM—SETTLEMENT APPROVAL HEARING

1. The Notice of Settlement Approval Hearing attached to this Notice Program (the “**Notice**”) will be distributed by the following means:
 - (a) to the press and posted on Class Counsel’s website;
 - (b) sent directly to Class Members whose contact information is known; and
 - (c) a form of notice for electronic messaging or posting on social media that directs Class Members to the Notice (“**Banner Notice**”);
2. Class Counsel will post the Banner Notice on social media, including Facebook, X (Twitter), and Instagram, to direct Class Members towards the Notice on Class Counsel’s website.
3. Class Counsel may, at Class Counsel’s sole discretion, also advertise or publish the Notice in any other media outlet.
4. Class Counsel will provide a copy of the Notice to any Class Member (or their representative) who requests it.
5. Class Counsel will post a copy of the Settlement Agreement and the proposed Claims Process on their website and will provide a copy of the Settlement Agreement and the Claims Process to any Class Member (or the representative of any Class Member) who requests a copy.

NOTICE OF SETTLEMENT APPROVAL HEARING

Vancouver College and St. Thomas More Collegiate Class Action Settlement

A class action lawsuit about claims of physical, sexual, and psychological abuse perpetrated by Christian Brothers and former Christian Brothers at Vancouver College and St. Thomas More Collegiate has, subject to approval of the Court, been settled without a trial against three of the defendants for a total of **\$30 million**. The settling defendants are Vancouver College Limited, St. Thomas More Collegiate Ltd., and the Roman Catholic Archbishop of Vancouver.

If you:

- (a) were enrolled at Vancouver College between 1976 and 2013, or St. Thomas More Collegiate between 1976 and 1989; *and*
- (b) claim to have experienced physical, sexual, and/or psychological abuse by a current or former member of the Christian Brother;

you are a Class Member and may be eligible for compensation for abuse by Christian Brothers and by lay teachers at Vancouver College or St. Thomas More.

The deadline to opt out of this class action has passed. If you did not opt out you are a Class Member.

If approved by the Court, the settlement will:

- allow Class Members to apply for compensation through the Claims Process;
- preclude or affect any future lawsuit against a Settling Defendant if it is determined that the injuries the Class Member claims in that lawsuit were compensable through the Claims Process now. This could include injuries to Class Members resulting from abuse by lay teachers.

The Settlement Agreement must be approved by the Supreme Court of British Columbia before any compensation can be paid to Class Members. The approval hearing is scheduled for [Settlement Approval Hearing Date] at 10:00 a.m. at the courthouse at 800 Smithe Street in Vancouver.

At the hearing, the Court will also consider:

- the proposed Claims Process, which describes how Class Members can submit a claim for compensation and how that claim will be adjudicated;
- the proposed Class Counsel legal fee of **◆**% of the Settlement, plus disbursements and taxes;
- the proposed payment of honoraria of \$**◆** to each of the two representative plaintiffs; and
- any applications by Class Members to the Court for special permission to opt out of the class action even though the deadline to do so has passed.

CFM Lawyers LLP represented the Class Members in the class action but will move to the role of Claims Administrator if the settlement is approved.

You can read the Settlement Agreement and Claims Process here: **[website]**

- (a) If you wish to comment on or object to the Settlement, the Claims Process, the proposed reimbursement of legal fees and disbursements to Class Counsel, or the payment of an honorarium to each of the representative plaintiffs, you may do so *in writing*, by delivering the statement to Class Counsel by mail, courier or e-mail; or *in-person* before the Court at the Settlement Approval Hearing, by giving written notice of your intention to appear to Class Counsel by mail or email.
- (b) The Court has directed that comments, objections, or notice of intention to appear must be received by Class Counsel **on or before [14 days before Settlement Approval Hearing Date]** at **[email address]** or **[physical address]**. Class Counsel will provide all such submissions to the Court. Please include your name, address, and a phone number or email address at which you can receive information about the hearing, if necessary.
- (c) The deadline to opt out of the Class expired on November 28, 2024. If you are a person within the Class definition certified by the Court and did not opt out of the Class Action before that date, you are a Class Member. The Court has directed that any application to opt out of the Class notwithstanding the expiration of the opt-out period must be filed and served on all parties **on or before [21 days before Settlement Approval Hearing Date]** and will be heard in conjunction with the Settlement Approval Hearing.

To find out more, visit www.cfmlawyers.ca or contact Class Counsel at **[email address]** or **[phone number]**.

BANNER NOTICE

Were you abused by a Christian Brother (or former Christian Brother) while enrolled as a student at Vancouver College any time between 1976 and 2013, or at St. Thomas More Collegiate any time between 1976 and 1989?

IF SO, YOU MAY BE AFFECTED BY A RECENT CLASS ACTION SETTLEMENT.

CLICK TO LEARN MORE

SCHEDULE “C” PROPOSED SETTLEMENT APPROVAL ORDER

No. S211242

Vancouver Registry

In the Supreme Court of British Columbia

Between

Darren Liptrot and John C. Doe

Plaintiffs

and

**Vancouver College Limited, St. Thomas More Collegiate
Ltd., Edward English, Joseph Burke, Douglas Kenny,
Gerard Gabriel McHugh, The Roman Catholic Episcopal
Corporation of St. John’s, Roman Catholic Archbishop
of Vancouver, Kevin Short**

Defendants

Brought pursuant to the *Class Proceedings Act*, RSBC, 1996 c 50

ORDER MADE AFTER APPLICATION

- ☐ BEFORE THE HONOURABLE MR. JUSTICE)
COVAL) dd/mm/yyyy
)
- ☐ ON THE APPLICATION coming on for hearing on __/__/2026 and on hearing __;

AND ON READING the materials filed by the plaintiffs in support of the application, including the Settlement Agreement dated ♦ (the “**Settlement Agreement**”) attached to this Order as **Schedule “A”**, and on hearing the submissions of counsel for the Plaintiffs,

counsel for the Settling Defendants being Vancouver College Limited, St. Thomas More Collegiate Ltd., and the Roman Catholic Archbishop of Vancouver in this Action;

THIS COURT ORDERS that:

1. For the purposes of this order, except to the extent that they are modified in this order, the definitions set out in the Settlement Agreement apply to and are incorporated into this order.
2. In the event of a conflict between this order and the Settlement Agreement, this order shall prevail.
3. The Settlement Agreement is approved pursuant to s. 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms, and accordingly:
 - (a) the Claims Process is approved; and
 - (b) CFM Lawyers LLP is appointed as the Claims Administrator of the Claims Process as of the Effective Date.
 - (c) This order, including the Settlement Agreement, is binding upon each member of the Class who did not validly opt-out by the opt-out deadline of November 28, 2024.
4. After the Effective Date, the Claims Administrator will give notice of the approval of the Settlement Agreement to the Class Members in accordance with the distribution plan, and substantially in the form, set out in Schedule “◆” to this Order.
5. The Class Members are hereby forever barred, prohibited and enjoined from commencing against any Releasees any claim, action, complaint or proceeding of any kind for loss, damage, expense or injury arising out of any Released Claims but nothing in this order precludes any Releasor from commencing any future claim, action, complaint or proceeding against any Releasees in relation to any injury, loss, damage or expense that is divisible from the Released Claims.
6. The Non-Settling Defendants may seek at the trial of the Action that the Court determine any portion of the Class Members’ claimed losses that the Court may allocate and apportion to the fault of the Releasees or any of them and any determination by the Court in this regard shall only apply in the Action and shall not be binding on the Releasees in any other proceedings.
7. The commencement or continuation of any and all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs relating to the

Released Claims, which have been or could have been brought by any Non-Settling Defendant or any other persons or entities, as against any Releasees are hereby forever barred, prohibited and enjoined.

8. The Releasors are hereby forever barred, prohibited and enjoined from seeking to recover from the Non-Settling Defendants or any other person or entity any portion of any damages (including punitive damages, if any) relating to the Released Claims, attributable to the fault of, apportioned to or otherwise a liability of the Releasees.
9. The Releasees are hereby forever and absolutely released, remised and discharged by the Releasors of and from the Released Claims. If the release of one tortfeasor is a release of all tortfeasors, then the use of the terms "Releasors" and "Released Claims" in this order does not constitute a release, and shall be deemed to refer to a covenant by and undertaking from each of the Releasors not to make any claim nor commence, participate in, or continue any proceeding in any jurisdiction against the Releasees in respect of the Released Claims.
10. For purposes of administration and enforcement of the Settlement Agreement and this order, this Court will retain an ongoing supervisory role.
11. Except as expressly set out, this order does not affect any claims or causes of action that any members of the Class has or may have against the Non-Settling Defendants or any Person who is not a Releasee.
12. No Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.
13. The Settlement Amount shall be held in the Trust Account by the Claims Administrator or their duly appointed agent for the benefit of the Class.
14. If the Settlement Agreement is terminated in accordance with its terms, this Order shall be and is hereby vacated and of no force and effect.
15. Upon the Effective Date, the Proceeding shall be and is hereby dismissed as against the Settling Defendants without costs and with prejudice.
16. Endorsement of this order by Edward English, Joseph Burke, Douglas Kenny, Gerard Gabriel McHugh, Kevin Short, the Roman Catholic Episcopal Corporation of St. John's, or their counsel is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Plaintiffs

Signature of lawyer for Vancouver College
Limited

Signature of lawyer for St. Thomas More
Collegiate Ltd.

Signature of lawyer for the Roman Catholic
Archbishop of Vancouver

By the Court

Registrar

No. S211242
Vancouver Registry

In the Supreme Court of British Columbia

Between

Darren Liptrot and John C. Doe

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Defendants

Brought pursuant to the *Class Proceedings Act*, RSBC, 1996 c 50

ORDER MADE AFTER APPLICATION

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