Court File No. CV-16-558633-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

RAYMOND LAPPLE and JEROME CAMPBELL

Plaintiffs

- and -

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO

Defendant

Court File No.: CV-16-558376-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

GODDAY DADZIE and AL ZEEKEHMENS

Plaintiffs

- and -

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
and THE ATTORNEY GENERAL OF CANADA

Defendants

Proceedings under the *Class Proceedings Act, 1992*

SETTLEMENT AGREEMENT

WHEREAS the Plaintiffs brought these Actions (**all terms defined below**) under the *Class Proceedings Act, 1992*, alleging systemic negligence and breaches of sections 7 and 12 of the *Canadian Charter of Rights and Freedoms* in respect of the imposition of Staffing-Related Lockdowns in Ontario Correctional Institutions;

AND WHEREAS Ontario is a defendant in both Actions and Canada is a defendant in the Dadzie Action;

AND WHEREAS the Defendants have entered into a confidential agreement with respect to the apportionment of their respective contributions to the Settlement Fund as it relates to the Dadzie Class;

AND WHEREAS the Court certified the Actions as class proceedings and certified the Lapple Class and the Dadzie Class by order dated November 27, 2017;

AND WHEREAS counsel for the Parties to this Settlement Agreement have conducted a thorough analysis of the Plaintiffs' claims, and have also taken into account the extensive burdens and expense of litigation;

AND WHEREAS, after considering all of the circumstances, and after extensive without prejudice negotiations with the assistance of an experienced Mediator, the Parties, through this Settlement Agreement, seek to resolve the Actions;

AND WHEREAS the Parties to this Settlement Agreement entered into a Memorandum of Understanding, dated May 13, 2025, setting out the principles upon which the Parties agreed to settle all of the Plaintiffs' claims in the Actions, and which principles are reflected herein;

AND WHEREAS, after investigation, the Parties and their respective counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable, and in the best interests of the Class Members;

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

Definitions

1. For the purposes of this Settlement, the following definitions apply:

(a) "Actions" means, collectively, the Lapple Action and the Dadzie Action;

(b) "Administrator" means the third-party claims administration company or companies agreed upon by the Parties and/or appointed by the Court to provide notice to the Class in accordance with the Notice Plan and to administer the claims process in accordance with the Compensation Protocol and Exceptional Circumstances Protocol;

(c) "Administration Costs" means all costs paid to administer the Settlement Agreement, Compensation Protocol, and the Exceptional Circumstances Protocol, including but not limited to the costs and professional fees of the Administrator and the Adjudicators, the costs to distribute the Primary Fund and the Exceptional Circumstances Fund, and the costs of disseminating notices to Class Members in accordance with this Settlement Agreement, and all taxes applicable thereon;

(d) “Adjudicator” or “Adjudicators” means the third-party individual or group of individuals agreed upon by the Parties and/or appointed by the Court to determine certain types of Claims in accordance with the Compensation Protocol;

(e) "AGC" means the Attorney General of Canada;

(f) "Approved Claim" means a Claim approved for payment in accordance with the Compensation Protocol;

(g) "Business Day" means a day other than a Saturday, a Sunday, or a day observed as a holiday under either the laws of the Province of Ontario or the federal laws of Canada applicable in Ontario. Where the day or date on or by which any action required to be taken under the Settlement expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day;

(h) "Claim" means a claim by a Class Member for compensation in the Actions brought pursuant to the Compensation Protocol and/or the Exceptional Circumstances Protocol;

(i) "Claimant" means any Class Member who makes a Claim under the Compensation Protocol and/or the Exceptional Circumstances Protocol;

(j) "Class Counsel" means Koskie Minsky LLP, McKenzie Lake Lawyers LLP, Champ & Associates, and Henein Hutchison Robitaille LLP;

(k) "Class Counsel Fees" means an amount awarded to Class Counsel as payment

for legal fees, disbursements, and applicable taxes, to be paid from the Settlement Fund, as approved by the Court;

(l) "Class Members" and "Class" means members of the Lapple Class or the Dadzie Class, or both, who have not opted out of their respective class(es);

(m) "Class Period" means the period between May 30, 2009 and November 27, 2017;

(n) "Class Proceedings Fund" means the Class Proceedings Fund of the Law Foundation of Ontario;

(o) "CPF Levy" means the Class Proceedings Fund levy payable pursuant to O. Reg. 771/92;

(p) "Compensation Protocol" means the plan detailing how individual Claims for compensation are to be submitted, evaluated and paid to eligible Class Members, attached as **Schedule "A"** to this Settlement Agreement;

(q) "Correctional Institutions" means correctional institutions as defined in the *Ministry of Correctional Services Act*, R.S.O. 1990, c. M.22, during the Class Period, excluding the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute, and the St. Lawrence Valley Correctional and Treatment Centre;

(r) "Court" means the Ontario Superior Court of Justice;

(s) "Court Approval Date" means the later of:

(i) thirty-one (31) days after the date on which the Court issues the Settlement Approval Order; and

(ii) the date of disposition of any appeals from the Settlement Approval Order, if such an appeal lies, or the expiry of any applicable appeal periods if no appeal is initiated;

(t) "Dadzie Action" means the class proceeding by the Plaintiffs in *Dadzie and Zeekehmens v His Majesty the King in Right of Ontario and the Attorney General of Canada*, bearing Court File No. CV-16-00558376-00CP;

(u) "Dadzie Class" means:

All persons detained under Division 6 of the *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 at Ontario correctional institutions as defined in the *Ministry of Correctional Services Act*, R.S.O. 1990, c. M.22 between May 30, 2009 and November 27, 2017 (solely with respect to their detention under Division 6 of the *Immigration and Refugee Protection Act*), except the **Excluded Dadzie Persons**;

"**Excluded Dadzie Persons**" are all persons who were detained at the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute and the St. Lawrence Valley Correctional and Treatment Centre (solely with respect to their detention under the *Immigration and Refugee Protection Act* at those Correctional Institutions) [emphasis in original];

(v) "Defendants" means HMKRO and the AGC;

(w) "ECF Administration Costs" means the Administration Costs and applicable taxes that are solely attributable to the administration of the Exceptional Circumstances Fund;

(x) "Exceptional Circumstances Fund" means the non-reversionary $2,000,000.00 fund, plus all interest accrued thereon, included within the Settlement Fund, which will be distributed pursuant to the Exceptional Circumstances Protocol;

(y) "Exceptional Circumstances Protocol" means the protocol applicable to claims against the Exceptional Circumstances Fund, which is to be determined by Class Counsel and approved by the Court, attached as **Schedule "I"** to this Settlement Agreement;

(z) "Opted-Out Class Member" means a Class Member who has previously and validly opted out, in writing, of the Action(s) applicable to that Class Member;

(aa) "HMKRO" means His Majesty the King in right of Ontario;

(bb) "Honoraria" means the honoraria of up to $15,000 for each Representative Plaintiff as approved by the Court;

(cc) "Lapple Action" means the class proceeding by the Plaintiffs in *Lapple and Campbell v His Majesty the King in Right of the Province of Ontario*, bearing Court File No. CV-16-558633-00CP;

(dd) "Lapple Class" means:

All current and former inmates of correctional institutions as defined in the *Ministry of Correctional Services Act*, R.S.O. 1990, c. M.22 between May 30, 2009 and November 27, 2017 who are or were remanded, except the **Excluded Lapple Persons**;

All current and former inmates of the Correctional Institutions between May 30, 2009 and November 27, 2017 who are or were serving a sentence at a Correctional Institution or who have violated parole and are or were imprisoned at a Correctional Institution as a result, except the Excluded Persons; and,

"**Excluded Lapple Persons**" are:

All inmates detained only in accordance with the *Immigration and Refugee Protection Act*, S.C. 2001, c. 27; and,

All inmates of Elgin-Middlesex Detention Centre, the Ontario Correctional Institute and the St. Lawrence Valley Correctional and Treatment Centre (solely with respect to their incarceration at those Correctional Institutions) [emphasis in original];

(ee) "Mediator" means the Honourable Thomas Cromwell;

(ff) "Notice Approval Order" means the Court's order or orders approving the form and content of the Notice of Settlement Approval Hearing and the Phase I Notice Plan for its dissemination, substantially in the form set out in **Schedule "F"** hereto;

(gg) “Notice of Settlement Approval” means a notice to be agreed by the Parties advising Class Members that the Court has approved the Settlement and advising of the claims process;

(hh) “Notice of Settlement Approval Hearing” means a short-form and long-form notice substantially in the form attached hereto as **Schedules “B” and “C”** advising Class Members of a hearing at which the Court will consider whether to approve the Settlement, and of their entitlement to file objections to the Settlement, Class Counsel Fees, and/or the Honoraria;

(ii) "Notice Plan" means the Phase I Notice Plan, substantially in the form of **Schedule "D"** hereto, and the Phase II Notice Plan, to be agreed by the Parties, describing, subject to consultations with the Administrator, the method for distributing to Class Members:

(i) the Notice of Settlement Approval Hearing ("**Phase I Notice Plan**"); and

(ii) the Notice of Settlement Approval ("**Phase II Notice Plan**");

(jj) "Objection Form" means a form substantially in the form of **Schedule "E"** hereto, which must be completed and delivered by a Class Member to the Administrator by the Objection Deadline in accordance with the terms of the Notice Approval Order;

(kk) "Objection Deadline" means the first Business Day that is approximately sixty (60) days after the Notice of Settlement Approval Hearing is first disseminated to Class Members in accordance with the Phase I Notice Plan;

(ll) "Parties" means the Plaintiffs, HMKRO, and the AGC;

(mm) “Primary Administration Costs” means Administration Costs that are not ECF Administration Costs;

(nn) "Primary Fund" means the $57,000,000.00, consisting of the Settlement Fund less the Exceptional Circumstances Fund, and any interest accrued thereon, which will be distributed pursuant to this Settlement Agreement and the Compensation Protocol.

(oo) "Releasees" means the Defendants and all of their employees, servants, agents, Ministers, officers, members of the Executive Council under the *Executive Council Act*, R.S.O. 1990, c. E.25, insurers, representatives, and assigns;

(pp) "Representative Plaintiffs" means Raymond Lapple and Jerome Campbell, being the plaintiffs in the Lapple Action, and Godday Dadzie and Al Zeekehmens, being the plaintiffs in the Dadzie Action;

(qq) "Settlement" means this Settlement Agreement, as approved by the Court;

(rr) "Settlement Agreement" means this agreement, as executed by the Parties or their representatives, including the schedules attached hereto;

(ss) “Settlement Approval Hearing” means the hearing at which the Court will consider whether to approve the Settlement Agreement, the Exceptional Circumstances Protocol, the Compensation Protocol, Class Counsel Fees, and the Honoraria;

(tt) "Settlement Fund" means the $59,000,000.00 that the Defendants have agreed to pay for the resolution of the Actions, inclusive of the Primary Fund and the Exceptional Circumstances Fund;

(uu) "Settlement Approval Order" means an order or orders from the Court granting approval of this Settlement, substantially in the form set out in **Schedule "G"** hereto; and

(vv) "Staffing-Related Lockdown" means a lockdown in which inmates of a correctional institution are confined in their cells due to shortages of staff at the correctional institution.

Settlement Fund and Administration

2. The Primary Fund will be used to pay the Approved Claims, Primary Administration Costs, CPF Levy, Class Counsel Fees, any Honoraria awarded to the Representative Plaintiffs, and all applicable taxes, in accordance with this Settlement Agreement in full and final settlement of the Actions.

3. The Defendants shall pay to Class Counsel the Class Counsel Fees, less the Class Counsel Fees on the Exceptional Circumstances Fund, and the Honoraria for the Representative Plaintiffs as approved by the Court within fifteen (15) days of the Court Approval Date, or as otherwise directed by the Court.

4. Primary Administration Costs will be paid by the Defendants out of the Primary Fund. ECF Administration Costs will be withdrawn from the Exceptional Circumstances Fund by the Administrator in accordance with the Exceptional Circumstances Protocol.

5. The Exceptional Circumstances Fund shall be paid to the Administrator within sixty (60) days of the Court Approval Date. The Administrator will hold such funds in an interest-bearing account.

6. The Primary Fund shall accrue interest at the rate of 2% per annum, commencing on the Court Approval Date, with such interest forming part of the Primary Fund, to the date that the Defendants deliver final payment of the total amount of all Approved Claims to the Administrator.

7. The Defendants shall pay out of the Primary Fund:

   (a) one cheque or wire transfer to the Administrator for the total amount of all Approved Claims for the payment of all Approved Claims in accordance with the Compensation Protocol when calculated and determined; and

   (b) one cheque or wire transfer for payment of the CPF Levy when calculated and determined.

8. The Notice Plan will provide for the distribution of the Notice of Settlement Approval Hearing, the Notice of Settlement Approval, Claim Form, and Statute-Barred Claim Form, all of which will be mutually agreed upon by the Parties and approved by the Court.

9. In the event that the Court approves the Settlement of the Actions, all costs of the Notice of Settlement Approval Hearing, the Settlement Approval Hearing and Primary Administration Costs incurred to that date shall be paid from the Primary Fund.

10. The Primary Fund shall be paid as follows:

   (a) first, to pay Class Counsel Fees on the Primary Fund and Honoraria;

   (b) second, to pay Primary Administration Costs and applicable taxes not solely attributable to the Exceptional Circumstances Fund;

   (c) third, to pay the CPF Levy on the Primary Fund; and

   (d) fourth, the remainder of the Primary Fund will then be used to compensate Claimants for Approved Claims in accordance with the Compensation Protocol.

11. Any amounts remaining in the Primary Fund after all of the payments as set out above have been made will revert to the Defendants no later than six (6) months after all Approved Claims have been determined under the Compensation Protocol.

12. For the avoidance of any uncertainty, the Exceptional Circumstances Fund is a non-reversionary fund that shall be distributed in its totality according to the Exceptional

Circumstances Protocol.

13. The Parties agree to seek the Court's appointment of the Administrator in the Notice Approval Order.

14. After the distribution of:

    (a) the Primary Fund pursuant to section 10;
    (b) any reversion of amounts remaining in the Primary Fund to the Defendants; and
    (c) the Exceptional Circumstances Fund,

    the Administrator will deliver the Final Claims Report to the Parties and will deliver the Final ECP Report to the Parties (as those terms are defined in the Compensation Protocol and the Exceptional Circumstances Protocol, respectively), following which the Parties will apply to the Court for the Administrator to be discharged.

15. Upon being discharged as Administrator, the Administrator shall retain in hard copy or electronic form all Claim Forms and Statute-Barred Claim Forms (as those expressions are defined in the Compensation Protocol) and supporting documentation for two years after all Claims have been determined under the Compensation Protocol and Exceptional Circumstances Protocol. The Claims Administrator shall thereafter destroy the documents, and shall notify the Defendants and Class Counsel in writing that such documents have been destroyed.

Payments to Class Members Not to Affect Certain Benefits

16. HMKRO will send a letter to Legal Aid Ontario to request that it consider amending its Rules to allow that any legal aid services available to Claimants, or previously provided to Claimants, not be affected by any settlement funds received by individual Claimants. The letter will be in the form attached as **Schedule "H".**

17. The AGC confirms that settlement funds received by Claimants will not affect eligibility for, or the quantity, nature or duration of benefits received from Old Age Security and the Canada Pension Plan.

Public Reporting

18. Commencing six (6) months after Court Approval Date, and annually thereafter, HMKRO will publish the total number of full-facility, full-day staffing-related lockdowns experienced in Ontario correctional institutions in that year, on a facility-by-facility basis.

Objections

19. The Parties agree to seek Court approval of a process for submitting objections to the Settlement Agreement, Class Counsel Fees, and/or the Honoraria at the motion in which the approval of the form, content, and manner of dissemination of the Notice of Settlement Approval Hearing is sought. The Parties will seek approval of an objection process in which any Class Member who wishes to object to the fairness or

reasonableness of this Settlement, including the Compensation Protocol, the Exceptional Circumstances Protocol, Class Counsel Fees, and/or the Honoraria, will be asked to submit to the Administrator, by the Objection Deadline, a completed Objection Form, signed by the objector and containing the following information:

(a) the objector's full name, mailing address, telephone number, and email address (if available);

(b) information necessary to confirm that the objector meets the criteria for membership in the Lapple Class or the Dadzie Class or both;

(c) a written statement of all factual and legal grounds for the objection accompanied by any legal support for such objection;

(d) copies of any papers, briefs, or other documents upon which the objection is based;

(e) a statement setting out whether the objector intends to appear at the Settlement Approval Hearing; and

(f) a statement setting out whether the objector intends to appear at the Settlement Approval Hearing through counsel, and if so, identifying any counsel representing the objector who intends to appear at the Settlement Approval Hearing.

20. The objection process that the Parties agree to propose will provide that upon the expiry of the Objection Deadline, the Administrator will deliver copies of each Objection Form to counsel for the Parties.

21. The Plaintiffs shall file all Objection Forms received with the Court as part of the Settlement Approval Hearing.

Court Approval

22. It is understood and agreed that Court approval of the Notice of Settlement Approval Hearing, Notice of Settlement Approval, Notice Plan, Settlement Agreement, Compensation Protocol, and Exceptional Circumstances Protocol are required.

23. The Parties agree to file motion materials, as necessary, with respect to the motions to obtain the Notice Approval Order and Settlement Approval Order, and counsel shall act reasonably and in good faith in preparing the content of such motion materials.

24. Class Counsel shall bring motions for Court approval of Class Counsel Fees and the Honoraria at the time of Settlement Approval Hearing. The Defendants shall take no position on Class Counsel's motions for approval of Class Counsel Fees and the Honoraria to the Plaintiffs.

25. Nothing in this Settlement Agreement or the Compensation Protocol attached as Schedule “A” hereto precludes the Parties from applying for an amendment to the

Compensation Protocol. The Parties may consent to procedural modifications to the Compensation Protocol, such as extensions of time for certain steps, without requiring Court approval, as long as such changes do not substantively affect the rights and remedies provided for in the Compensation Protocol.

Communications

26. The Parties and their counsel agree that, when commenting officially and publicly on this Settlement Agreement, they will:

    (a) inform the inquirer that a settlement has been reached, subject to Court approval, and that Class Members may seek to have any claims for individual damages determined in accordance with the Compensation Protocol and Exceptional Circumstances Protocol;

    (b) inform the inquirer that it is the view of the Parties that the Settlement is fair, reasonable and in the best interests of the Class; and

    (c) decline to comment in a manner that casts the conduct of any of the Parties in a negative light, disparages any of the Parties, or reveals anything said during the settlement negotiations.

Releases

27. As at the Court Approval Date, each member of the Lapple Class, whether or not he, she, or they submit(s) a Claim or receives compensation in accordance with the Compensation Protocol or the Exceptional Circumstances Protocol, will be deemed by this Settlement Agreement to have completely and unconditionally released, remised, and forever discharged the Releasees of and from any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise, and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising, that he, she, or they may heretofore have had, may now have or may hereafter have, whether commenced or not, in respect of all allegations pleaded in the Amended Amended Statement of Claim in the Lapple Action (the "**Lapple Released Claims**"), except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms hereof.

28. As at the Court Approval Date, each member of the Lapple Class will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing any action, litigation, investigation (other than an investigation under the *Ombudsman Act*, RSO 1990, c O.6) or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against the Releasees, or any of them, any Lapple Released Claims.

29. As at the Court Approval Date, each member of the Dadzie Class, whether or not he, she, or they submit(s) a Claim or receives compensation in accordance with the Compensation Protocol or the Exceptional Circumstances Protocol, will be deemed by this Settlement Agreement to have completely and unconditionally released, remised,

and forever discharged the Releasees of and from any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise, and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising, that he, she, or they may heretofore have had, may now have or may hereafter have, whether commenced or not, in respect of all allegations pleaded in the Amended Amended Statement of Claim in the Dadzie Action (the "**Dadzie Released Claims**"), except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms hereof.

30. As at the Court Approval Date, each member of the Dadzie Class will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing any action, litigation, investigation (other than an investigation under the *Ombudsman Act*, RSO 1990, c O.6) or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against the Releasees, or any of them, any Dadzie Released Claims.

31. As at the Court Approval Date, each Class Member will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing any action, litigation, investigation (other than an investigation under the *Ombudsman Act*, RSO 1990, c O.6) or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, against any person or entity that could or does result in a claim-over against the Releasees, or any of them, for contribution and/or indemnity at common law, or equity, or under the provisions of the *Negligence Act* and the amendments thereto, or under any successor legislation thereto, or pursuant to the *Canadian Charter of Rights and Freedoms*, or under the *Rules of Civil Procedure*, relating to or arising out of the Actions. It is understood and agreed that if such Class Member commences such an action or takes such proceedings, and the Releasees, or any of them, are added to such proceeding in any manner whatsoever, whether justified in law or not, such Class Member will immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to exclude the several liability of the Releasees.

32. This Settlement Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint, or proceeding that might be brought in the future by such Class Member with respect to the Lapple Released Claims or Dadzie Released Claims. This Settlement Agreement may be pleaded in the event that 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 and no objection will be raised by such Class Member in any subsequent action that the parties in the subsequent action were not privy to the formation of this Settlement Agreement.

33. Upon the Court Approval Date, each Class Member is deemed to have released the Administrator, as well as any Adjudicator(s) appointed pursuant to the Compensation Protocol, from liability with respect to the Settlement or any claims which arise or could arise in relation to the determination, disposition, approval, denial, and/or adjudication

of a Claim or potential Claim that was handled in accordance with the terms of the Compensation Protocol and/or the Exceptional Circumstances Protocol, including but not limited to a claim in respect of the sufficiency of the compensation received.

34. Nothing in this Settlement Agreement shall be construed as releasing any claims asserted by the plaintiffs in *Tyron Richard and Alexis Garcia Paez v The Attorney General of Canada* (Court File No. CV-22-00681184-00CP), which claims shall not be considered Dadzie Released Claims.

No Admissions, No Use

35. This Settlement Agreement, whether or not consummated, and any proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement or its Schedules, or any action taken hereunder, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession, or admission of any kind by the Parties of the truth of any fact alleged or of the validity of any claim or defence that has been, could have been or in the future might be asserted in any litigation, court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any Parties except as may be required to enforce or give effect to the Settlement and this Settlement Agreement. For greater clarity, the Defendants deny the truth of the allegations in the Actions and deny any liability whatsoever.

Termination

36. Unless Class Counsel and counsel for the Defendants shall agree otherwise in writing, this Settlement Agreement shall, without notice, be automatically terminated if the Court dismisses the motion for approval of this Settlement Agreement, or if an appeal of the Settlement Approval Order (if such an appeal lies) results in the Settlement Approval Order not becoming final. In the event of termination, this Settlement Agreement shall have no force or effect, save and except for this section and sections 35 and 39, which shall survive termination. In addition, in the event of termination, any Administration Costs incurred in connection with the dissemination of Notice of Settlement Approval Hearing, which shall be paid by the Defendants, shall be non-refundable.

37. For greater certainty, neither the Court's approval of Class Counsel Fees and/or the Honoraria in an amount less than that agreed to by the Parties, nor the Court's refusal to approve Class Counsel Fees and/or the Honoraria at all, shall constitute a refusal to issue the Settlement Approval Order, or any other basis for the termination of this Settlement Agreement.

38. If the Settlement Agreement is terminated automatically under section 36, the Parties shall schedule a case management conference with the Court for orders:

    (a) declaring the Settlement Agreement to be null and void and of no force or effect;

(b) setting aside the Notice Approval Order on the basis of the termination of the Settlement Agreement; and

(c) imposing a timetable for next steps in the Actions.

39. In the event that this Settlement Agreement is automatically terminated under section 36:

(a) no person or Party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Settlement Agreement;

(b) this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith will be without prejudice to the Parties and Class Members, and will not be deemed or construed to be an admission or confession in any way by the Parties of any fact, matter or proposition of law;

(c) with the exception of sections 35 and 39, this Settlement Agreement shall have no further force and effect, shall not be binding on any person or any of the Parties, and shall not be used as evidence or otherwise in any litigation or other proceeding for any purpose;

(d) the legal position of each of the Parties shall be the same as it was immediately prior to the execution of this Settlement Agreement, and each of the Parties may exercise its legal rights to the same extent as if this Settlement Agreement had never been executed;

(e) without limiting the generality of the foregoing, the releases and claims bars in sections 27-34 shall be null and void and of no force and effect whatsoever; and

(f) notice of the termination shall be published on the websites of Class Counsel and the Administrator.

Confidentiality

40. Any Class Member-specific information provided, created or obtained in the course of administering this Settlement Agreement, whether written or oral, will be kept confidential by the Parties and their counsel and by the Administrator and Adjudicator(s), and will not be used for any purpose other than this Settlement Agreement.

41. Save as may otherwise be agreed between the Parties or ordered by the Court, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Memorandum of Understanding and this Settlement Agreement continues in force.

General

42. This Settlement Agreement shall be governed, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

43. This Settlement Agreement constitutes the entire agreement between the Parties and, subject to section 25, may not be modified or amended except in writing, on consent of the Parties, and with Court approval.

44. This Settlement Agreement may be signed by the Parties in counterpart, which shall have the same effect and enforceability as a single executed document.

IN WITNESS WHEREOF, this Settlement Agreement has been executed by the undersigned, on behalf of each of the Parties, and is effective as of August 5, 2025.

August 1, 2025

Class Counsel for Representative Plaintiffs in *Lapple & Dadzie* actions
Koskie Minsky LLP

August 4, 2025

Class Counsel for Representative Plaintiffs in *Lapple* action
McKenzie Lake Lawyers LLP

August 1, 2025

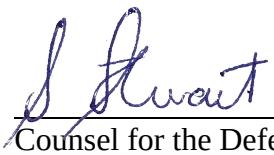
Class Counsel for Representative Plaintiffs in *Lapple* action
Champ & Associates

August 5, 2025

Class Counsel for Representative Plaintiffs in *Dadzie* action
Henein Hutchison Robitaille LLP

August 5 , 2025

Counsel for the Defendant in *Lapple* & *Dadzie* actions
His Majesty the King in Right of
the Province of Ontario



August 5, 2025

Counsel for the Defendant in *Dadzie* action
The Attorney General of Canada

KM-10129857v11

Schedule “A”
Compensation Protocol

Schedule "A"
Compensation Protocol

1. All capitalized terms used in this Schedule and not defined herein have the same meaning as in the Settlement Agreement.

2. Subject to the detailed requirements provided in this Schedule, the Compensation Protocol shall have the following general features:

   (a) **Eligible Claimants:** Subject to paragraphs 79 to 91 of this Schedule, Claimants are eligible to receive Basic and/or Enhanced Recovery ("**Eligible Claimants**") only if they experienced 16 or more Staffing-Related Lockdowns ("**SRLs**"), calculated in accordance with paragraph 44, within the following periods ("**Presumptive Limitation Periods**"):

      (i) for Lapple Class Members: August 15, 2014 to November 27, 2017; and

      (ii) for Dadzie Class Members: August 11, 2014 to November 27, 2017.

   (b) **Basic Recovery:** All Eligible Claimants shall receive compensation determined through the use of the Basic Recovery Grid set out in paragraph 52, by the total number of SRLs that they experienced, calculated in accordance with paragraph 44.

   (c) **Enhanced Recovery:** Eligible Claimants who meet the criteria set out below may also be awarded Enhanced Recovery under one, and only one, of the following categories:

      (i) **Differential Impact Awards:** Eligible Claimants who have at least one mental health alert or suicide alert in their OTIS record that does not post-date the last SRL that they experienced may receive a Differential Impact Award determined through the use of Option 1 of the Enhanced Recovery Grid set out in paragraph 53, by the total number of SRLs that they experienced, calculated in accordance with paragraph 44;

      (ii) **Serious Harm Awards:** Eligible Claimants who experienced either:

         I. within 120 days of a SRL, substantial degradation in an existing Mental Disorder, development of a new Mental Disorder, or self-injurious behaviour (not including body modification or protest actions, such as hunger strikes), or, during a SRL, violence causing serious physical injuries requiring medical attention; or

         II. a documented suicide attempt during or within 120 days of a SRL, or violence causing permanent impairment during a SRL,

      may receive a Serious Harm Award determined through the use of Option 2 of the Enhanced Recovery Grid set out in paragraph 53.

(d) "Mental Disorder" means the diagnosis by a medical doctor, psychologist or nurse practitioner (or the identification by a social worker, counsellor, therapist or registered nurse of a diagnosis by a medical doctor, psychologist or nurse practitioner) of the existence of one of the following disorders, as defined in the relevant *Diagnostics and Statistics Manual of Mental Disorders*, either the Fourth Edition ("DSM-4") or Fifth Edition ("DSM-5"): Schizophrenia (all sub-types), Delusional disorder, Schizophreniform disorder, Schizoaffective disorder, Brief psychotic disorder, Substance-induced psychotic disorder (excluding intoxications and withdrawal), Psychotic disorder not otherwise specified, Major depressive disorders, Bipolar disorder I, Bipolar disorder II, Neurocognitive disorders and/or Delirium, Dementia and Amnestic and Other Cognitive Disorders, Post-Traumatic Stress Disorder; Obsessive Compulsive Disorder; or Borderline Personality Disorder, and excludes substance use disorder.

3. This Compensation Protocol is intended to be expeditious, cost-effective, "user-friendly" and to minimize the burden on Class Members of making a Claim. In the absence of reasonable grounds to the contrary, the Parties and the Administrator shall assume that Class Members are acting honestly and in good faith.

4. This Compensation Protocol is also intended to prevent fraud and abuse. The Claim Form is to include language warning claimants that filing a fraudulent Claim could lead to criminal charges and/or civil consequences.

5. If the Administrator or Adjudicator suspects that a Claim is fraudulent or contains intentional false statements, the Administrator shall take additional steps to verify the validity of the Claim and/or the identity of the Claimant.

6. If the Administrator attempts to take such additional steps and there is no response from the Claimant within sixty (60) days, subject to extension in the discretion of the Administrator, or if after the Administrator has taken such additional steps, the Administrator or Adjudicator determines that the Claim is fraudulent or contains intentional false statements that would increase the level of compensation awarded, the Administrator shall disallow the Claim in its entirety.

7. Where the Administrator disallows a Claim in its entirety under paragraph 6, the Administrator shall send to the Claimant, at the Claimant's postal or email address as indicated in the Claim Form, and to the Defendants and to Class Counsel, a notice advising the Claimant of the decision and that he/she/they may make a request for reconsideration to the Administrator.

8. A Claimant may request that the Administrator reconsider a determination that a Claim is fraudulent or contains intentional false statements within sixty (60) days of the notice described in paragraph 7, subject to extension in the discretion of the Administrator.

9. Following its determination on a request for reconsideration, the Administrator shall advise the individual submitting the Claim of its determination of the request for reconsideration. In the event the Administrator reverses or modifies its initial decision, the Administrator

shall send a notice specifying the revision to the disallowance to the postal or email address as indicated in the Claim Form (copied to the Defendants and to Class Counsel).

10. The determination of the Administrator in response to a request for reconsideration is final and binding and is not subject to further review by or appeal to any court or other tribunal.

11. The Administrator shall deal with all potentially fraudulent Claims and related reconsiderations expeditiously.

Initiation of Claims

12. Subject to any extensions granted pursuant to paragraph 31, the deadline by which Claims must be submitted to the Administrator in order to apply for compensation pursuant to this Compensation Protocol ("**Claims Deadline**") shall be 12 months from the date of publication of the Notice of Settlement Approval.

13. The Parties shall agree upon a form to be used to submit Claims to the Administrator ("**Claim Form**").

14. Any Class Member who wishes to claim compensation from the Primary Fund and/or from the Exceptional Circumstances Fund shall deliver to, or otherwise provide, the Administrator with a Claim Form by the Claims Deadline. If the Administrator does not receive a Claim Form from a Class Member by the Claims Deadline, then the Claimant shall not be eligible for any compensation whatsoever, subject to paragraph 31.

15. The Claim Form shall require all Claimants to provide the following information:

    (a) their full name (i.e., first name, last name, and middle name, if applicable) and any aliases or previously used names;

    (b) their date of birth;

    (c) their contact information, including mailing address, email address, and phone numbers, if any;

    (d) their Offender Tracking Information System (OTIS) ID number (if known); and

    (e) a declaration that the information submitted in the Claim Form is true and correct.

16. For added clarity, if a Claim Form is missing any of the details in paragraph 15(a)-(e), the Administrator shall consider the Claim Form to be incomplete and will follow the process set out in paragraphs 17 and 22.

17. The Administrator shall review each Claim Form for completeness and shall advise a Claimant, no later than sixty (60) days after receipt of the Claim Form if his/her/their Claim Form is incomplete. The Claimant shall rectify an incomplete Claim Form within the later of (i) sixty (60) days from the date that the Administrator advises the Claimant that

his/her/their Claim Form is incomplete, (ii) the Claims Deadline or (iii) an extension date granted pursuant to this paragraph or paragraphs 31 or 62.

18. The Claim Form shall require the Claimant to indicate whether he/she/they wish(es) to apply for an Enhanced Recovery Award and to specify whether they are applying for a Differential Impact Award or a Serious Harm Award.

19. The Claim Form shall request that the Claimant elect between receiving compensation by cheque or by direct deposit and, if the latter is selected, require the Claimant to provide the requisite bank account information.

20. The Claim Form shall also provide that any Claimant who is incarcerated may contact the Administrator in order to authorize and direct payment of their compensation to another person or for another payment option.

21. Claimants seeking a Serious Harm Award shall provide:

    (a) a written statement, on their Claim Form, of the circumstances giving rise to their Claim for a Serious Harm Award, under the warning, which will be stated on the Claim Form, of the potential consequences of making a fraudulent Claim, including a possible criminal prosecution and/or a civil suit; and

    (b) any additional documents in the Claimant's possession that support his/her/their eligibility for a Serious Harm Award, including documents from a medical doctor, psychologist, nurse practitioner, social worker, counsellor, therapist, or registered nurse setting out that professional's knowledge of the nature of the harm caused to the Claimant by SRLs and/or any diagnosis of a Mental Disorder and the date and duration of that diagnosis.

22. In the event that there is missing information in the Claim Form, or if further clarity is required, the Administrator shall contact the Claimant as soon as possible after receiving the Claim Form to obtain the necessary information as per paragraphs 61 and 62. In particular, the Administrator may contact a Claimant who seeks a Serious Harm Award:

    (a) to obtain more information from the Claimant regarding the events giving rise to his/her/their Claim; or

    (b) to request additional documents regarding the events giving rise to his/her/their Claim.

23. Where a Claim Form contains minor omissions or errors of a typographical nature, the Administrator shall correct such omissions or errors no later than sixty (60) days after the Claim Form has been received, if the information necessary to correct the error or omission is readily available to the Administrator. If the Administrator does not have access to the information necessary to correct the error or omission and the Claim Form is incomplete, the Administrator shall follow the process outlined at paragraphs 17 and 22 above.

Claimant List

24. As Claim Forms are received, the Administrator shall create and maintain a list of Claimants ("**Claimant List**"), which shall include the personal details of each Claimant who is not an Opted-Out Class Member, as defined in the Settlement Agreement, and the elections made in his/her/their Claim Form as required by paragraph 18.

25. Within thirty (30) days of the Settlement Approval Order, the Parties shall provide to the Administrator a list of Opted-Out Class Members.

26. The Administrator shall refuse, without delay, any Claim made by an Opted-Out Class Member and shall copy the Parties on the refusal of the Claim. No review or appeal whatsoever may be brought from this refusal.

27. The Administrator shall create and maintain a separate list of Opted-Out Class Members who have made Claims ("**Excluded Claimant List**").

28. The Administrator shall add a Claimant to the Claimant List or Excluded Claimant List within thirty (30) days of receiving a completed Claim Form.

29. The Administrator shall ensure that current copies of the Claimant List and the Excluded Claimant List are available to the Parties throughout the claims period.

30. Within sixty (60) days of the Claims Deadline, the Administrator shall provide complete and final copies (subject to any Late Claims) of the Claimant List and Excluded Claimant List to the Parties.

Late Claims

31. The Administrator may consider a Claim Form submitted after the Claims Deadline (a "**Late Claim**") if:

    (a) the Claim Form is received by the Administrator within forty-five (45) days of the Claims Deadline; and

    (b) the Claimant has provided written reasons for failing to submit the Claim Form prior to the Claims Deadline, and is able to demonstrate that he/she/they either intended to submit the Claim Form before the applicable deadline or was/were unaware of the Compensation Protocol until after the applicable deadline, and has/have described appropriate circumstances (as assessed by the Administrator) that would justify the consideration of the Claim Form in the interests of justice.

32. For greater clarity, subject to the processes outlined in paragraphs 17 and 31 above, any changes made to existing Claim Forms that are received by the Administrator after the Claims Deadline shall not be considered, and any Claim Forms that are received by the Administrator after the Claims Deadline shall be refused.

33. Notwithstanding paragraph 32 above, a Claimant may update his/her/their contact or payment information, or information regarding his/her/their representative or lawyer, after the Claims Deadline.

34. Paragraph 32 above does not prevent the Administrator from seeking further information or documents from Claimants in relation to Claims for Serious Harm Awards.

35. The determination of the Administrator to refuse a Late Claim is final and binding and is not subject to further review by or appeal to any court or other tribunal.

SRL Inventory

36. Prior to the Court Approval Date, the Parties shall agree upon an inventory of SRLs ("**SRL Inventory**"), which shall include:

    (a) the Correctional Institution at which the SRL occurred;

    (b) the date on which the SRL occurred;

    (c) whether the SRL was a full-day SRL or a part-day SRL; and

    (d) whether the SRL was a SRL of only part, and not all, of a Correctional Institution ("**Partial Institution SRL**"), if known.

37. Whether a SRL was a full-day SRL or a part-day SRL will be determined in accordance with the methodology used in the report of Dr. Markus von Wartburg dated April 17, 2025.

38. Any SRLs reflected in the SRL Inventory will require no further proof.

Claimant Spreadsheet

39. If it determines that one is required, HMKRO shall seek an order of the Youth Justice Court (the Ontario Court of Justice sitting under the provisions of the *Youth Criminal Justice Act*, SC 2002, c 1) authorizing disclosure of Class Members' youth records in accordance with this Compensation Protocol. The Plaintiffs and the AGC will cooperate in seeking and obtaining the required order. No disclosure of youth records shall be made to the Administrator, or to any of the Parties until such order is granted.

40. HMKRO shall create a spreadsheet indicating, for each Claimant ("Claimant Spreadsheet"):

    (a) the dates during which the Claimant was incarcerated at a Correctional Institution;

    (b) for all dates on which the Claimant was incarcerated at a Correctional Institution, the Correctional Institution at which the Claimant was incarcerated, and

    (c) if a Claimant has indicated that he/she/they is/are applying for an Enhanced Recovery Award on his/her/their Claim Form pursuant to paragraph 18, whether a mental health alert or suicide alert was ever placed in the Claimant's OTIS record and, if so,

the date of the earliest mental health alert or suicide alert placed in the Claimant's OTIS record.

41. HMKRO shall add information to the Claimant Spreadsheet on a rolling basis throughout and following the claims period, using the information provided on the Claimant List.

42. HMKRO shall provide updated copies of the Claimant Spreadsheet to the Parties and the Administrator every three months during the claims period.

43. Within 150 days after the Claims Deadline, HMKRO shall provide to the Parties and to the Administrator a copy of the Claimant Spreadsheet with information for all Claimants who were added to the Claimant List before or within thirty (30) days after the Claims Deadline.

Calculation of Claimants' Total Staffing-Related Lockdowns

44. The number of SRLs experienced by each Claimant will be determined as follows, as applicable:

    (a) for SRLs that occurred between May 30, 2009 and December 31, 2015:

        (i) a SRL that is identified in the SRL Inventory as a full-day SRL will be credited as one (1) SRL; and

        (ii) a SRL that is identified in the SRL Inventory as a part-day SRL will be credited as a three-quarters (0.75) SRL;

    (b) for SRLs that occurred between January 1, 2016 and November 27, 2017:

        (i) a SRL that is identified in the SRL Inventory as a full-day SRL will be credited as one (1) SRL; and

        (ii) a SRL that is identified in the SRL Inventory as a part-day SRL will be credited as a half (0.5) SRL;

    (c) for SRLs identified as Partial-Institution SRLs, the credit available for the SRL – calculated in accordance with (a) and (b) above – will be further reduced by 50%:

        (i) a SRL that would otherwise be credited as one (1) SRL will be credited as a half (0.5) SRL;

        (ii) a SRL that would otherwise be credited as a three-quarters (0.75) SRL will be credited as a three-eighths (0.375) SRL; and

        (iii) a SRL that would otherwise be credited as a half (0.5) SRL will be credited as a quarter (0.25) SRL.

45. The Administrator shall calculate the total number of SRLs experienced by each Claimant based on paragraph 44, the SRL Inventory, and the Claimant Spreadsheet. The Administrator shall provide a breakdown or summary of the calculation performed for each Claimant.

Adjudicator Roster

46. In this Protocol, "Adjudicator" or "Adjudicator Roster" means the group of individuals agreed to by the Parties and/or appointed by the Court to determine:

    (a) Claims for Serious Harm Awards; and

    (b) for Claims under this Compensation Protocol with respect to SRLs that occurred prior to the Presumptive Limitation Periods, whether the Presumptive Limitation Periods have successfully been rebutted.

47. No later than forty-five (45) days after the start of the claims period, the Parties shall agree upon the Adjudicator Roster, failing which, the Court shall appoint the Adjudicator Roster from a list of candidates submitted by the Parties.

48. In each case referred to the Adjudicator, the Adjudicator shall render a short decision in writing. The Adjudicator's decision shall be provided to the Administrator and shall promptly be provided to the Claimant and to the Parties by the Administrator.

49. All determinations of the Adjudicator are final. No review or appeal may be brought from any determination of the Adjudicator.

50. After the Adjudicator makes a finding, the Defendants shall pay the Adjudicator a fixed fee from the Primary Fund as agreed by the Parties or as ordered by the Court.

51. No action or other proceeding for damages may be instituted by a Claimant against an Adjudicator for any act done in good faith in the execution or intended execution of any power or duty of the Adjudicator under this Compensation Protocol, or for any neglect or default in the exercise or performance in good faith of such power or duty.

Basic Recovery Amounts

52. The Administrator shall determine the Basic Recovery Award to be made to each Eligible Claimant based on the total number of SRLs experienced by the Claimant, using the following grid:

Claimant's Total SRLs	**Basic Recovery Award**	**Claimant's Total SRLs**	**Basic Recovery Award**
16 to 20 SRLs	$2,000	81 to 90 SRLs	$11,800
21 to 30 SRLs	$3,400	91 to 100 SRLs	$13,200

31 to 40 SRLs	$4,800	101 to 125 SRLs	$15,000
41 to 50 SRLs	$6,200	126 to 150 SRLs	$18,000
51 to 60 SRLs	$7,600	151 to 175 SRLs	$21,000
61 to 70 SRLs	$9,000	176 to 200 SRLs	$24,000
71 to 80 SRLs	$10,400	201 or more SRLs	$28,000

Enhanced Recovery Amounts

53. The Administrator shall determine the Enhanced Recovery Award to be made to each Eligible Claimant who is eligible to receive an Enhanced Recovery Award, using the following grid:

Option 1: Differential Impact Award	
Claimant's Total SRLs	**Award**
16 to 50 SRLs	$3,000
51 to 100 SRLs	$6,000
101 to 150 SRLs	$9,000
151 to 200 SRLs	$12,000
201 or more SRLs	$15,000
Option 2: Serious Harm Award	
Substantial degradation in an existing Mental Disorder, development of a new Mental Disorder, or self-injurious behaviour (not including body modification or protest actions, such as hunger strikes) during or within 120 days after a SRL or physical violence causing serious physical injuries requiring medical attention during a SRL	$20,000
Documented suicide attempt during or within 120 days after a SRL or physical violence causing permanent impairment during a SRL	$40,000

54. Enhanced Recovery Awards will be made in addition to Basic Recovery Awards.

55. Eligible Claimants may only receive an Enhanced Recovery Award under one category. No Claimant may receive both a Differential Impact Award and a Serious Harm Award.

Differential Impact Award

56. The Administrator shall determine eligibility for Differential Impact Awards.

57. Eligible Claimants are eligible for Differential Impact Awards if they have at least one mental health alert or suicide alert in their OTIS record that does not post-date the last SRL that they experienced.

58. All determinations of the Administrator regarding eligibility and/or entitlement for the Basic Recovery Award and/or the Differential Impact Award are final. No review or appeal may be brought from any determination of the Administrator regarding eligibility for and/or the amount of a Basic Recovery Award or Differential Impact Award.

Serious Harm Award

59. Determinations of eligibility to receive Serious Harm Awards will be made by the Administrator and/or the Adjudicator on a paper record.

60. For each Claimant whom the Administrator has verified is an Eligible Claimant who seeks a Serious Harm Award, the Administrator shall assess whether the Claimant has described events or circumstances that could give rise to a Serious Harm Award.

61. If the Claimant has not described events or circumstances that could give rise to a Serious Harm Award, the Administrator shall contact the Claimant for more information regarding the circumstances that gave rise to his/her/their Claim.

62. If the Claimant does not provide further information within sixty (60) days, or within a further thirty (30) days if extended by the Administrator, the Administrator shall deny the Claim for a Serious Harm Award.

63. If, having received further information, the Claimant has not described events or circumstances that could give rise to a Serious Harm Award, the Administrator shall deny the Claim for a Serious Harm Award. No review or appeal whatsoever may be brought from this denial.

64. For clarity, the Administrator shall not deny a Claim for a Serious Harm Award solely for the reason that the Claimant has provided no documents in support of his/her/their Claim for a Serious Harm Award, as supporting documents may later be disclosed pursuant to paragraph 66(b).

65. Where a Claimant has described events or circumstances that could give rise to a Serious Harm Award, the Administrator shall provide to the Parties:

    (a) the Claim Form and any documents provided by the Claimant; and

    (b) a list of the SRLs included in the Claimant's calculation of total SRLs.

66. Upon receipt of a Claim Form seeking a Serious Harm Award, HMKRO, in the case of Lapple Class Members, and HMKRO and the AGC, in the case of Dadzie Class Members, may:

(a) direct the Administrator to accept the Claim, in which case, the Administrator will determine the quantum of the Serious Harm Award to be awarded in accordance with the Enhanced Recovery Grid; or

(b) require an adjudication of the Claim for a Serious Harm Award, in which case, HMKRO shall provide to Class Counsel and to the AGC (in the case of a Dadzie Class Member) the Claimant's Adult OTIS Client Profile, Adult OTIS reports, and the Claimant's medical, health care and psychology files in HMKRO's possession.

67. In disclosing any Claimant records in accordance with paragraph 66(b), HMKRO may, at its discretion, redact Claimant records on one or more of the following grounds:

(a) the records contain information that identifies, or may identify, the names or identities of correctional staff, Canada Border Services Agency staff, police, or confidential informants;

(b) the records contain information identifying other inmates;

(c) the records contain information that may put Ontario staff or any member of the public at risk;

(d) the records contain security information that may put the safety and security of a correctional facility at risk; or

(e) the records contain information that is protected by a legal privilege.

68. Where an adjudication is required by HMKRO or the AGC, the fee to be paid to the Adjudicator pursuant to paragraph 50 will be paid from the Primary Fund.

69. For each Eligible Claimant for whom an adjudication is required, the Eligible Claimant or his/her/their counsel may prepare written submissions of up to three pages.

70. Each Eligible Claimant or his/her/their counsel shall have forty-five (45) days, following receipt of the notice that adjudication is required, to provide these written submissions.

71. In each Claim by a member of the Lapple Class for which an adjudication is required, HMKRO may provide a response of up to three pages to the Claimant's submissions.

72. In each Claim by a member of the Dadzie Class for which an adjudication is required, HMKRO and/or the AGC may provide a response of up to three pages to the Claimant's submissions.

73. HMKRO and the AGC shall have forty-five (45) days, following receipt of the Claimant's submission, to provide a response.

74. The Claimant or his/her/their counsel shall have thirty (30) days, following receipt of HMKRO's and, if applicable, the AGC's, response to provide reply written submissions of up to one page.

75. Within 30 days after the time for a response and reply has elapsed, the Administrator shall provide to the Adjudicator:

    (a) the Claimant's Claim Form and any further information and/or documents provided by the Claimant;

    (b) a list of the SRLs included in the Claimant's calculation of total SRLs;

    (c) the records provided by HMKRO for the Claimant, pursuant to paragraph 66(b);

    (d) any submissions from the Claimant or his/her/their counsel;

    (e) any response from HMKRO and/or the AGC; and

    (f) any reply from the Claimant or his/her/their counsel.

76. The Adjudicator shall determine the Claimant's eligibility for a Serious Harm Award:

    (a) on the basis of records or documentary evidence required for a Claim for a Serious Harm Award, whether provided to the Adjudicator under paragraph 75(a) or (c), above;

    (b) in accordance with the Enhanced Recovery Grid; and

    (c) on a balance of probabilities standard.

77. For clarity, while supporting records or documentary evidence from a medical doctor, psychologist, nurse practitioner, registered nurse, social worker, counsellor or therapist are required to substantiate the existence of a Mental Disorder, the substantial degradation of that Mental Disorder may not require further records or documentary evidence from a medical doctor, psychologist, nurse practitioner, registered nurse, social worker, counsellor, or therapist, depending on the circumstances.

78. Where the Adjudicator finds that a Claimant is not eligible for a Serious Harm Award, the Administrator shall assess the Claimant's eligibility for a Differential Impact Award and determine the Differential Impact Award to be made to the Claimant, if eligible.

Presumptively Statute-Barred Claims

79. In this Schedule, a "Statute-Barred Claim" is a Claim under this Compensation Protocol in relation to SRLs that occurred prior to the Presumptive Limitation Periods.

80. The Parties will agree upon a form to be used to make a Statute-Barred Claim ("**Statute-Barred Claim Form**").

81. A Claimant may seek to rebut the presumption that his/her/their Claim is statute-barred by completing and submitting, with his/her/their Claim Form, a Statute-Barred Claim Form. To rebut the presumption, a Claimant must demonstrate that he/she/they lacked capacity for a

relevant period such that his/her/their Claim is not statute-barred pursuant to s. 7 of the *Limitations Act*, 2002, SO 2002, c 24, Sched B.

82. Where a Claimant makes a Claim in relation to SRLs that occurred prior to the Presumptive Limitation Periods without submitting a Statute-Barred Claim Form, his/her/their Claim will be denied. No review or appeal whatsoever may be brought from this denial.

83. The Statute-Barred Claim Form will require Claimants to:

    (a) specify the circumstances giving rise to their incapacity, and the dates during which those circumstances arose and persisted; and

    (b) provide medical or psychological evidence demonstrating their incapacity, including any Court order or other record of a determination on capacity by a Court or authority of competent jurisdiction.

84. Before referring any Statute-Barred Claim to the Adjudicator, the Administrator shall determine whether, based on the Statute-Barred Claim Form and any documents provided with it, the Claimant has provided some basis to rebut the Presumptive Limitation Periods.

85. If the Administrator determines that a Claimant has not provided any basis to rebut the Presumptive Limitation Periods, the Administrator shall deny the Claim. No review or appeal whatsoever may be brought from this denial.

86. If the Administrator determines that a Claimant has provided some basis to rebut the Presumptive Limitation Periods, the Administrator shall request from HMKRO the information listed in paragraph 40 for the entire Class Period for that Claimant.

87. HMKRO shall provide the information listed in paragraph 40 for the entire Class Period for that Claimant to the Administrator no later than 120 days after the Administrator's request.

88. Upon receiving the information listed in paragraph 40 for the entire Class Period for that Claimant, the Administrator shall assess whether, notwithstanding applicable limitation periods, the Claimant would be eligible for compensation under this Compensation Protocol:

    (a) if the Claimant would not be eligible, the Administrator shall deny the Claim. No review or appeal whatsoever may be brought from this denial; or

    (b) if the Claimant would be eligible, the Administrator shall provide to the Adjudicator the Claimant's Statute-Barred Claim Form and any documents provided with it.

89. The Adjudicator shall determine, based on the documents provided by the Administrator, whether the Claimant has successfully rebutted the Presumptive Limitation Periods, as well as the dates during which the Claimant was legally incapable.

90. Any Claimant who successfully rebuts the Presumptive Limitation Periods shall have his/her/their eligibility for Basic Recovery and Enhanced Recovery, if any, determined based

on a limitation period that does not run during any time in which the Claimant was legally incapable.

91. If the Adjudicator determines that the Claimant has not successfully rebutted the Presumptive Limitation Periods, the Administrator shall deny the Claim. No review or appeal whatsoever may be brought from this denial.

Claimants Under a Legal Incapacity

92. If a Claimant is unable to execute a Claim Form due to lack of legal capacity, a Claim Form may be executed by the Public Guardian and Trustee as authorized to act on behalf of the Claimant or by any other legally recognized guardian in accordance with Appendix "A."

Deceased Class Members

93. Claims may be made on behalf of deceased Class Members in accordance with Appendix "A."

94. No Statute-Barred Claim may be made on behalf of a deceased Class Member.

Distribution of Awards for Approved Claims

95. As soon as possible following Settlement Approval, the Parties shall inform the Administrator as to the amount remaining in the Primary Fund after the deduction of Class Counsel Fees, Honoraria and applicable taxes.

96. As soon as possible following the Claims Deadline, and upon request of the Parties prior to that, the Administrator shall provide the Parties with an accounting of all Administration Costs incurred and paid by the Defendants.

97. Within thirty (30) days of the completion of the adjudication of all Claims, including reconsideration under paragraph 8, the Administrator shall advise the Parties of:

    (a) the Administration Costs incurred from the Claims Deadline to the current date;

    (b) the Administration Costs expected to be incurred from the current date to the completion of the Compensation Protocol;

    (c) the details of Approved Claims, including:

        (i) the Basic Recovery and Enhanced Recovery Awards to be made to each Eligible Claimant;
        (ii) the total quantum of Basic Recovery and Enhanced Recovery Awards to be made to Eligible Claimants;
        (iii) the total CPF Levy for all Eligible Claimants; and

    (d) the extent of any *pro rata* reduction of awards required to pay Approved Claims and the CPF Levy based on the amount remaining in the Primary Fund, after the

deduction of Class Counsel Fees, Honoraria, and applicable taxes, and anticipated Administration Costs (together, the "Final Claims Report").

98. If the Primary Fund permits, Eligible Claimants will be paid the full awards set out in the Basic Recovery Grid and the Enhanced Recovery Grid without deductions, with the CPF Levy calculated on top of those amounts.

99. The Defendants shall make a single payment to the Administrator on account of the Approved Claims within sixty (60) days of delivery of the Final Claims Report to the Parties, which the Administrator shall use to carry out distributions to the successful Claimants identified in the Final Claims Report.

100. Within sixty (60) days of (i) completion of the Final Claims Report, and (ii) receipt of the Approved Claims payment from the Defendants, the Administrator shall mail the individual compensation cheques or make the direct deposits into the designated bank accounts as specified by the successful Claimants in their Claim Forms.

101. If a cheque is not cashed by an Eligible Claimant or the direct deposit is not completed as directed by an Eligible Claimant six (6) months after the date of the cheque or the deposit, the Claimant shall forfeit the right to compensation and the funds shall be returned to Defendants.

102. Ninety (90) days prior to the expiry of the six- (6-) month period described in paragraph 101 above, the Administrator shall:

(a) provide Class Counsel with a list of the Eligible Claimants who have not cashed their compensation cheques and/or received their direct deposit;

(b) request that Class Counsel verify the Eligible Claimant's contact information and, if Class Counsel cannot verify the information, verify the last-known contact information with HMKRO as reflected in OTIS and/or with the AGC; and

(c) send the Eligible Claimant a further letter (copied to Class Counsel) and attempt to contact the Eligible Claimant by telephone advising him/her/them that he/she/they has/have ninety (90) days to cash the compensation cheque and/or to complete the direct deposit.

103. Prior to the expiry of the six (6) month period described in paragraph 101, the Administrator may issue a new cheque or allow a direct deposit to be redirected at the request of an Eligible Claimant or his/her/their counsel.

Appendix A

PROTOCOL FOR PAYMENTS FOR DECEASED CLAIMANTS AND PERSONS UNDER DISABILITY

1. Testate Estates:

    (a) Where a Claimant has died after filing a Claim or a Claim is submitted to the Administrator on behalf of a Deceased Claimant's estate (in either case, a "Deceased Claimant") and the person authorised under the Deceased Claimant's will or another person appointed to administer the testate estate (the "Estate Executor") has submitted the information required by section 1(b) to the Administrator, the Estate Executor shall have authority to provide instructions on the Claim of the estate of the Deceased Claimant.

    (b) In order to act on behalf of a Deceased Claimant's testate estate, the Estate Executor in section 1(a) shall submit to the Administrator:

        i. a Claim Form (if a Claim Form was not submitted by such Deceased Claimant or his/her/their Personal Representative, as defined below, prior to the death of the Deceased Claimant);

        and, if the testate estate is subject to the:

        ii. laws of Ontario:

            1. a copy of the Small Estates Certificate with a copy of the Deceased Claimant's will appended; or

            2. a copy of the Certificate of Appointment of Estate Trustee with a copy of the Deceased Claimant's will appended; or

        iii. *Indian Act*, RSC, 1985, c I-5:

            1. any authorisation required or granted pursuant to that legislation and a copy of the Deceased Claimant's will; or

        iv. laws of a province or territory within Canada, other than Ontario, and not subject to the *Indian Act*, RSC, 1985, c I-5:

            1. proof of authorisation from a court of that jurisdiction with a copy of the Deceased Claimant's will appended.

2. Intestate Estates:

    (a) Where a person seeks to submit a Claim on behalf of a Deceased Claimant who died intestate, or to continue a Claim on behalf of a Deceased Claimant's intestate

estate (in either case, act as the "Estate Executor"), and such person has submitted to the Administrator the information required under section 2(b), the Estate Executor shall have authority to provide instructions on the Claims of the estate of the Deceased Claimant.

(b) In order to act on behalf of a Deceased Claimant's intestate estate, the Estate Executor in section 2(a) shall submit to the Administrator:

i. a Claim Form (if a Claim Form was not submitted by such Deceased Claimant or his/her/their Personal Representative, as defined below, prior to the death of the Deceased Claimant);

and, if the intestate estate is subject to the:

ii. laws of Ontario:

1. a copy of the Small Estates Certificate; or
2. a copy of the Certificate of Appointment of Estate Trustee; or

iii. *Indian Act*, RSC, 1985, c I-5:

1. the authorisation required or granted pursuant to that legislation; or

iv. laws of a province or territory within Canada, other than Ontario, and not subject to the *Indian Act*, RSC, 1985, c I-5:

1. proof of authorisation from a court of that jurisdiction.

3. Estate Claims Deadline

(a) If a Claim has been submitted to the Administrator by a person seeking to act on behalf of the estate of a Deceased Claimant, but that person has not submitted all of the information required under section 1(b) or 2(b), whichever is applicable, the person must comply with section 1(b) or 2(b), whichever is applicable, and submit to the Administrator the requisite information within forty-five (45) days of the Claims Deadline (the "Estate Claims Deadline").

(b) Notwithstanding anything in this Appendix, if a Claimant dies following the expiry of any of the deadlines stipulated in this provision but before any payment made to the Claimant is returned to the Defendants, the Claim may be continued by an Estate Executor who satisfies the requirements of section 1(b) or 2(b), whichever is applicable.

4. Payments to Estates

(a) The Administrator shall pay to the Estate Executor of the Deceased Claimant's

estate any amounts to which the Deceased Claimant would have been entitled to under the Compensation Protocol, with such payment made payable to "The Estate of" such Deceased Class Member.

5. Person Under Disability

(a) If a Claimant who submitted a Claim Form to the Administrator prior to the Claims Deadline is or becomes a person who is unable to manage or make reasonable judgments or decisions in respect of his/her/their affairs by reason of mental incapacity and for whom a Personal Representative, as defined below, has been appointed pursuant to the applicable provincial or federal legislation (a "Person Under Disability") prior to his/her/their receipt of any amounts to which he/she/they is/are entitled under the Settlement Agreement and Compensation Protocol, and the Administrator receives notice that such Claimant is a Person Under Disability prior to paying such amounts, the Administrator shall pay the person appointed pursuant to the applicable provincial or federal legislation to manage or make reasonable judgments or decisions in respect of the affairs of a Person Under Disability, including an administrator for property (the "Personal Representative") of such Claimant any amounts to which the Claimant is entitled under the Settlement Agreement and Compensation Protocol, and if the Administrator receives no such notice, the Administrator shall pay such amounts to the Claimant.

(b) If a Claimant is or becomes a Person Under Disability prior to submitting a Claim Form to the Administrator, the Personal Representative of the Claimant may provide instructions and submit a Claim Form on behalf of such Claimant prior to the Claims Deadline and the Administrator shall pay the Personal Representative of the Claimant any amounts to which the Claimant is entitled under the Settlement Agreement and Compensation Protocol.

Schedule “B”
Notice of Settlement Approval Hearing (Short Form)

ONTARIO CORRECTIONS STAFFING-RELATED LOCKDOWNS CLASS ACTIONS: NOTICE OF SETTLEMENT APPROVAL HEARING

Please read this notice carefully – your legal rights may be affected.

A proposed Settlement has been reached in two class action lawsuits against Ontario and Canada (the "Defendants"): *Lapple v Ontario* and *Dadzie v Ontario and Canada*. The lawsuits allege that the Defendants improperly subjected inmates and immigration detainees to chronic staffing-related lockdowns, constituting systemic negligence and breaches of sections 7 and 12 of the *Canadian Charter of Rights and Freedoms*. The Defendants deny those allegations, and the Court did not decide who was right. The Parties have instead decided to settle the lawsuits.

Who Are Class Members in the Proposed Settlement?

Lapple Action (Inmates)	All current and former inmates of Ontario correctional institutions as defined in the *Ministry of Correctional Services Act* (other than the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute, or the St Lawrence Valley Correctional and Treatment Centre) between May 30, 2009 and November 27, 2017, including those held pending trial or other court appearance.
Dadzie Action (Immigration Detainees)	All persons detained under the *Immigration and Refugee Protection Act* at Ontario correctional institutions as defined in the *Ministry of Correctional Services Act* (other than the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute, or the St Lawrence Valley Correctional and Treatment Centre) between May 30, 2009 and November 27, 2017 (solely with respect to their detention under the *Immigration and Refugee Protection Act*).

What Benefits Are Available to Eligible Class Members Under the Proposed Settlement?

The Defendants, while not admitting liability, have agreed to a Settlement regarding these two class action lawsuits, which would, if approved, provide an all-inclusive Settlement Fund of $59 million to pay eligible Class Members' Claims as well as certain fees and expenses. Class Counsel will be seeking approval of Honoraria of up to $15,000 for each Representative Plaintiff and Class Counsel Fees in the amount of $17,700,000 in legal fees plus HST and disbursements, which will be deducted from the Settlement Fund.

If approved, the proposed Settlement will provide compensation to Class Members who experienced 16 or more staffing-related lockdowns, calculated in accordance with the Settlement Agreement:

- between August 15, 2014 and November 27, 2017, for current or former inmates; or
- between August 11, 2014 and November 27, 2017, for current or former immigration detainees.

Depending on the number of staffing-related lockdowns and the nature of harm suffered, eligible Claimants could receive between $2,000 and $68,000 (subject to a *pro rata* reduction, if necessary).

Class Members who experienced staffing-related lockdowns after May 30, 2009 but before the dates set out above may still be eligible for compensation if they can show that they were legally incapable of starting a lawsuit during that time, or, in limited circumstances, may be eligible to receive limited compensation from an Exceptional Circumstances Fund of $2 million.

SETTLEMENT APPROVAL HEARING: The proposed Settlement must be approved by the Court before it becomes effective. The Court will decide whether or not to approve the proposed Settlement, Class Counsel Fees and Honoraria on **Wednesday, October 22, 2025** at 10:00am EST virtually over Zoom and in person at the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON, M5G 1R7. Check the Administrator's website (ONTJailStaffLockdowns.ca) or Class Counsel's websites regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

- If you **support** the proposed Settlement, Class Counsel Fees, and Honoraria, you do not have to do anything at this time. If the Court approves the Settlement, you will be able to submit a Claim for compensation.
- To **object** to the proposed Settlement, Class Counsel Fees, and/or Honoraria, you must submit a signed and completed Objection Form to the Administrator on or before October 14, 2025. A copy of the Objection Form can be obtained from ONTJailStaffLockdowns.ca or from the Administrator.

To obtain more information or an Objection Form, visit ONTJailStaffLockdowns.ca **or contact the Administrator**:

Ontario Corrections Staffing-Related Lockdowns Class Actions Administrator
c/o Deloitte LLP
PO Box 7545 STN ADELAIDE
Toronto, ON M5C 0C4
Toll-Free Telephone: 1-844-742-0825
Email: info@ONTJailStaffLockdowns.ca

You may also contact Class Counsel at the contact information below:

Lapple Class (Inmates)	**Dadzie Class** (Immigration Detainees)
Koskie Minsky LLP Email: ontarioprison@kmlaw.ca Toll-Free Telephone: 1-866-777-6339 Website: https://kmlaw.ca/cases/ontario-prisoner-class-action/	**Koskie Minsky LLP** Email: idclassaction@kmlaw.ca Toll-Free Telephone: 1-866-777-6309 Website: https://kmlaw.ca/cases/immigrant-detainee-class-action/
McKenzie Lake Lawyers LLP Email: ont.detention.centres@mckenzielake.com Toll-Free Telephone: 1-855-772-3556 Website: https://www.mckenzielake.com/ontario-detention-centres-class-action/	**Henein Hutchison Robitaille LLP** Email: idclassaction@hhllp.ca Toll-Free Telephone: 1-855-525-3403 Website: https://hhllp.ca/class-actions/
Champ & Associates Email: lockdownclass@champlaw.ca Toll-Free Telephone: 1-833-333-6608 Website: www.champlaw.ca/prison-classaction	

Une version française de cet avis est disponible sur le site web ONTJailStaffLockdowns.ca ou par courriel (info@ONTJailStaffLockdowns.ca).

This notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this notice. Please do not contact them.

KM-10124761v12

Schedule "C"
Notice of Settlement Approval Hearing (Long Form)

ONTARIO CORRECTIONS STAFFING-RELATED LOCKDOWNS CLASS ACTIONS:

NOTICE OF SETTLEMENT APPROVAL HEARING

Please read this notice carefully. Your legal rights may be affected.

This notice is for all Class Members in the Lapple and Dadzie Actions. You may benefit from a proposed Settlement that was reached in two class action lawsuits against Ontario and Canada (the "Defendants"). These lawsuits allege that the Defendants improperly subjected inmates and immigration detainees to chronic staffing-related lockdowns, constituting systemic negligence and breaches of sections 7 and 12 of the *Canadian Charter of Rights and Freedoms*. The Defendants deny those allegations, and the Court did not decide who was right. The Parties have instead decided to settle the lawsuits.

Class Action	Class Members
Lapple et al v His Majesty the King in right of the Province of Ontario, Court File No. CV-16-558633-00CP (Inmates)	All current and former inmates of Ontario correctional institutions as defined in the *Ministry of Correctional Services Act* (other than the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute, or the St Lawrence Valley Correctional and Treatment Centre) **between May 30, 2009 and November 27, 2017**, including those held pending trial or other court appearance.
Dadzie et al v His Majesty the King in right of Ontario et al, Court File No. CV-16-558376-00CP. (Immigration Detainees)	All persons detained under the *Immigration and Refugee Protection Act* at Ontario correctional institutions as defined in the *Ministry of Correctional Services Act* (other than the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute, or the St Lawrence Valley Correctional and Treatment Centre) **between May 30, 2009 and November 27, 2017** (solely with respect to their detention under the *Immigration and Refugee Protection Act*).

Une version française de cet avis est disponible sur le site web (ONTJailStaffLockdowns.ca) ou par courriel (info@ONTJailStaffLockdowns.ca).

Potential Settlement Benefits

The Defendants, while not admitting liability, have agreed to a Settlement regarding these two class action lawsuits which would, if approved, provide an all-inclusive Settlement Fund of $59 million to pay eligible Class Members' Claims as well as certain fees and expenses. Class Counsel will be seeking approval of Honoraria of up to $15,000 for each Representative Plaintiff

and Class Counsel Fees in the amount of $17,700,000 plus HST and disbursements, which will be deducted from the Settlement Fund.

If approved, the proposed Settlement will provide compensation to Class Members who experienced 16 or more staffing-related lockdowns, calculated in accordance with the Settlement Agreement:

- Between August 15, 2014 and November 27, 2017, for current or former inmates; or
- Between August 11, 2014 and November 27, 2017, for current or former immigration detainees.

Depending on the number of staffing-related lockdowns and the nature of harm suffered, eligible Claimants could receive between $2,000 and $68,000 (subject to a *pro rata* reduction, if necessary).

Class Members who experienced 16 or more staffing-related lockdowns between May 30, 2009 and August 14, 2014 (for current and former inmates), or between May 30, 2009 and August 10, 2014 (for current or former immigration detainees), may still be eligible for compensation if they can show that they were legally incapable of starting a lawsuit during that time or, in limited circumstances, may be eligible to receive limited compensation from an Exceptional Circumstances Fund of $2 million. For further information concerning the Exceptional Circumstances Fund, you can review the Exceptional Circumstances Protocol which is available on the Administrator's website: ONTJailStaffLockdowns.ca.

Settlement Approval Hearing

The proposed Settlement must be approved by the Court to become effective. Class Counsel Fees and the Honoraria for the Representative Plaintiffs may also be approved at the Settlement Approval Hearing. The Court will decide whether or not to approve the proposed Settlement, Class Counsel Fees and/or Honoraria on **Wednesday, October 22, 2025** at 10:00am EST virtually over Zoom and in person at the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON, M5G 1R7. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on ONTJailStaffLockdowns.ca.

Your Legal Rights and Options

- If you **support** the proposed Settlement, Class Counsel Fees, and Honoraria, <u>you do not have to do anything at this time</u>. If the Court approves the Settlement and you are eligible, you will be able to submit a Claim for compensation. Check the Administrator's website (ONTJailStaffLockdowns.ca) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. A further notice will be published there if the proposed Settlement is approved, letting you know how to make a Claim and the deadline for doing so. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.
- To **object** to the proposed Settlement, Class Counsel Fees, and/or Honoraria, you must <u>submit a signed and completed Objection Form to the Administrator on or before October 14, 2025.</u> A copy of the Objection Form can be obtained from

ONTJailStaffLockdowns.ca or by reaching out to the Administrator at the telephone number or email address below.

For specific information on how to submit an Objection Form, or to obtain more information, please contact the Administrator:

Ontario Corrections Staffing-Related Lockdowns Class Actions Administrator
c/o Deloitte LLP
PO Box 7545 STN ADELAIDE
Toronto, ON M5C 0C4
Toll-Free Telephone: 1-844-742-0825
Email: info@ONTJailStaffLockdowns.ca
Website: ONTJailStaffLockdowns.ca

Your legal rights and options – **and the deadlines to exercise them** – are explained in more detail in this notice. Please read this notice carefully.

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The Actions

1. What are these lawsuits about?

These lawsuits allege that Ontario and Canada improperly subjected inmates and immigration detainees to chronic staffing-related lockdowns. The lawsuits allege that such lockdowns constitute systemic negligence and breach inmates' and immigration detainees' rights under sections 7 and 12 of the *Canadian Charter of Rights and Freedoms* (the right to life, liberty and security of the person and the right not to be subjected to any cruel and unusual treatment or punishment). Ontario and Canada deny these allegations. The Court did not decide who was right. The Parties have instead decided to settle the lawsuits.

2. Who is a Class Member?

The Class in the **Lapple Action** (the "**Lapple Class**" or "**Lapple Class Members**") is:

(a) all current and former inmates of correctional institutions as defined in the *Ministry of Correctional Services Act*, RSO 1990, c M.22 ("Correctional Institutions") **between May 30, 2009 and November 27, 2017** who are or were remanded, except the Excluded Lapple Persons; and

(b) all current and former inmates of the Correctional Institutions **between May 30, 2009 and November 27, 2017** who are or were serving a sentence at a Correctional Institution or who have violated parole and are or were imprisoned at a Correctional Institution as a result, except the Excluded Lapple Persons.

"**Excluded Lapple Persons**" are:

- all inmates detained only in accordance with the *Immigration and Refugee Protection Act*, SC 2001, c 27; and
- all inmates of the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute and the St Lawrence Valley Correctional and Treatment Centre (solely with respect to their incarceration at those Correctional Institutions).

The Class in the **Dadzie Action** (the "**Dadzie Class**" or "**Dadzie Class Members**") is:

all persons detained under Division 6 of the *Immigration and Refugee Protection Act*, SC 2001, c 27 at Ontario correctional institutions as defined in the *Ministry of Correctional Services Act*, RSO 1990, c M.22 ("Correctional Institutions") **between May 30, 2009 and November 27, 2017** (solely with respect to their detention under Division 6 of the *Immigration and Refugee Protection Act*), except the Excluded Dadzie Persons.

"**Excluded Dadzie Persons**" are all persons who were detained at the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute and the St Lawrence Valley Correctional and

Treatment Centre (solely with respect to their detention under the *Immigration and Refugee Protection Act* at those Correctional Institutions).

3. Which correctional institutions are involved in the proposed Settlement?

The proposed Settlement involves the following Correctional Institutions:

- Algoma Treatment and Remand Centre,
- Brantford Jail,
- Brockville Jail,
- Central East Correctional Centre,
- Central North Correctional Centre,
- Chatham Jail (closed 2014),
- Fort Frances Jail,
- Hamilton-Wentworth Detention Centre,
- Kenora Jail,
- Maplehurst Correctional Complex,
- Mimico Correctional Complex (closed 2011),
- Monteith Correctional Complex,
- Niagara Detention Centre,
- North Bay Jail,
- Ottawa-Carleton Detention Centre,
- Owen Sound Jail (closed 2011),
- Quinte Detention Centre,
- Sarnia Jail,
- South West Detention Centre (opened 2014),
- Stratford Jail,
- Sudbury Jail,
- Thunder Bay Correctional Centre,
- Thunder Bay Jail,
- Toronto East Detention Centre,
- Toronto Jail (closed 2014),
- Toronto South Detention Centre (opened 2014),
- Toronto West Detention Centre (closed 2014),
- Vanier Centre for Women,
- Walkerton Jail (closed 2011), and
- Windsor Jail (closed 2014).

The Notice

4. What is the purpose of this notice?

The purpose of this notice is:

(a) to advise you that the Parties have reached a proposed Settlement, and that the proposed Settlement will be considered by the Court at the Settlement Approval Hearing on

Wednesday, October 22, 2025 at 10:00am EST (virtually over Zoom and in person at the Ontario Superior Court of Justice in Toronto, ON), where the Court will decide whether or not to approve the proposed Settlement; and

(b) to advise you that you have the right to review the Settlement Agreement in advance and provide your objections to it for the Court's consideration at the Settlement Approval Hearing, if:

(i) you have NOT opted yourself out (excluded yourself) from the lawsuits; and

(ii) you submit a signed and completed Objection Form to the Administrator on or before October 14, 2025.

If you support the Settlement and want to participate in it, you are not required to do anything until after the proposed Settlement is approved. Check the Administrator's website (ONTJailStaffLockdowns.ca) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. A further notice will be published there if the proposed Settlement is approved, letting you know how to make a Claim and the deadline for doing so. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

5. Why is there a Settlement?

The Parties believe that the proposed Settlement provides Class Members with reasonable compensation in exchange for releasing the Defendants from liability. The proposed Settlement does not mean that the Defendants did anything wrong, and the Court will not decide who was right.

The Proposed Settlement

6. What does the proposed Settlement provide? How much money can I claim under the proposed Settlement?

Under the proposed Settlement, if approved, the Defendants will pay $59 million. This amount includes payments to compensate successful Claimants, as well as certain fees and expenses associated with the proposed Settlement, including Honoraria of up to $15,000 for each Representative Plaintiff, if approved by the Court, Class Counsel Fees in the amount approved by the Court (Class Counsel are requesting $17,700,000 in legal fees plus HST and disbursements), the Class Proceedings Fund Levy (the Class Proceedings Fund is the entity that provided funding so that this litigation could be pursued), and Administration Costs.

If approved, the proposed Settlement will provide the following types of compensation to Eligible Claimants:

Who is Eligible	How Amount Is Determined	Possible Award Amount
Basic Recovery Award		
All Eligible Claimants (those who experienced 16 or more staffing-related lockdowns, calculated in accordance with the Compensation Protocol)	Determined by the Administrator through the use of the Basic Recovery Grid, based on the total number of staffing-related lockdowns that the Claimant experienced, calculated in accordance with the Compensation Protocol	$2,000 to $28,000*
Differential Impact Award		
Eligible Claimants who have at least one mental health alert or suicide alert in their OTIS record that does not post-date the last staffing-related lockdown that they experienced	Determined by the Administrator through the use of the Enhanced Recovery Grid, based on the total number of staffing-related lockdowns that the Claimant experienced, calculated in accordance with the Compensation Protocol	$3,000 to $15,000*
Serious Harm Award – Level One		
Eligible Claimants who experienced, within 120 days of a staffing-related lockdown, substantial degradation in an existing Mental Disorder, development of a new Mental Disorder, or self-injurious behaviour (not including body modification or protest actions, such as hunger strikes), or, during a staffing-related lockdown, violence causing serious physical injuries requiring medical attention.	Determined by the Adjudicator on a paper record, which will include the Claimant's written statement and supporting documents	$20,000*
Serious Harm Award – Level Two		
Eligible Claimants who experienced either a documented suicide attempt during or within 120 days of a staffing-related lockdown, or violence causing permanent impairment during a staffing-related lockdown	Determined by the Adjudicator on a paper record, which will include the Claimant's written statement and supporting documents	$40,000*

* All awards will be subject to *pro rata* reductions, if necessary.

Eligible Claimants who qualify may receive either a Differential Impact Award or a single Serious Harm Award (either at Level One or Level Two), but not both.

For a Serious Harm Award, "**Mental Disorder**" means the diagnosis by a medical doctor, psychologist, or nurse practitioner (or the identification by a social worker, counsellor, therapist or registered nurse of a diagnosis by a medical doctor, psychologist or nurse practitioner) of the existence of one of the following disorders, as defined in the relevant *Diagnostics and Statistics Manual of Mental Disorders*, either the Fourth Edition ("DSM-4") or Fifth Edition ("DSM-5"): schizophrenia (all sub-types), delusional disorder, schizophreniform disorder, schizoaffective disorder, brief psychotic disorder, substance-induced psychotic disorder (excluding intoxications and withdrawal), psychotic disorder not otherwise specified, major depressive disorders, bipolar disorder I, bipolar disorder II, neurocognitive disorders and/or delirium, dementia and amnestic and other cognitive disorders, post-traumatic stress disorder, obsessive compulsive disorder, or borderline personality disorder, and excludes substance-use disorder.

Some Class Members may be eligible for additional compensation from the Exceptional Circumstances Fund, assessed by the Administrator in accordance with the Exceptional Circumstances Protocol.

Participating in the Proposed Settlement

If you wish to make a Claim, you are not required to do anything until after the Settlement is approved. Check the Administrator's website (ONTJailStaffLockdowns.ca) or Class Counsel's websites regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

7. Will I be eligible for compensation?

No compensation is available at this time. Before any compensation will become available, the proposed Settlement must be approved by the Court.

If the Settlement is approved, Class Members will have 12 months to make a Claim by submitting a Claim Form, from the date that Notice of Settlement Approval is provided.

You will **not** be eligible if you previously and validly opted yourself out (excluded yourself), in writing, from the Lapple Action and/or Dadzie Action (as applicable to you).

If the Settlement is approved, Class Members **who experienced 16 or more staffing-related lockdowns** (calculated in accordance with the Compensation Protocol) at an Ontario Correctional Institution within the following periods may be entitled to compensation if they submit a valid and timely Claim that is approved pursuant to the Compensation Protocol:

- for Lapple Class Members (current or former inmates): between August 15, 2014 and November 27, 2017; and

- for Dadzie Class Members (current or former immigration detainees): between August 11, 2014 and November 27, 2017.

If the Settlement is approved, Class Members who experienced staffing-related lockdowns before these periods, but after May 30, 2009, may still be eligible for compensation if they were

legally incapable of starting a lawsuit during that time or, in limited circumstances, from the Exceptional Circumstances Fund of $2 million.

8. How will I make a Claim?

The claims process has not yet begun. If the proposed Settlement is approved by the Court at the Settlement Approval Hearing to be held on October 22, 2025, you will be able to make a Claim by filling out the Claim Form (and Statute-Barred Claim Form, if applicable) and submitting it to the Administrator, by mail or email, on or before the deadline to submit a Claim (which will be 12 months from the date of publication of the Notice of Settlement Approval).

If the Court approves the proposed Settlement, you will be able to contact the Administrator by mail (PO Box 7545 STN ADELAIDE Toronto, ON M5C 0C4), email (info@ONTJailStaffLockdowns.ca), or toll-free telephone (1-844-742-0825) to request a copy of the Claim Form or obtain a copy from ONTJailStaffLockdowns.ca.

The Lawyers Representing the Class

9. Do I have a lawyer in this case?

The law firms representing the Class are listed below.

Lapple Class (Current and Former Inmates)	**Dadzie Class (Current and Former Immigration Detainees)**
Koskie Minsky LLP Email: ontarioprison@kmlaw.ca Toll-Free Telephone: 1-866-777-6339	**Koskie Minsky LLP** Email: idclassaction@kmlaw.ca Toll-Free Telephone: 1-866-777-6309
McKenzie Lake Lawyers LLP Email: ont.detention.centres@mckenzielake.com Toll-Free Telephone: 1-855-772-3556	**Henein Hutchison Robitaille LLP** Email: idclassaction@hhllp.ca Toll-Free Telephone: 1-855-525-3403
Champ & Associates Email: lockdownclass@champlaw.ca Toll-Free Telephone: 1-833-333-6608	

You will not be charged for contacting these lawyers with questions about the proposed Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. How will the lawyers representing the Class be paid?

At the Settlement Approval Hearing, Class Counsel will ask the Court for approval of the payment of their legal fees and other expenses, which will be deducted from the $59 million Settlement Fund. Class Counsel will request legal fees in the amount of $17,700,000 plus HST and disbursements. It will be up to the Court to approve or determine the amount that Class

Counsel will receive from the $59 million Settlement Fund. The Court may award less than the amount requested by Class Counsel.

Objecting to the Settlement, Class Counsel Fees, and/or Honoraria

You can tell the Court that you do not agree with the proposed Settlement or some part of it, the requested Honoraria, and/or the requested Class Counsel Fees.

11. How do I tell the Court if I do not like the proposed Settlement or the requested Class Counsel Fees and/or Honoraria?

If you are a Class Member, you can object to the proposed Settlement if you do not like any part of it. You can give the Court reasons why you think the Court should not approve the proposed Settlement. The Court will consider your views.

You can also object to the requested Honoraria and/or the requested Class Counsel Fees.

If you want to object to the proposed Settlement, the requested Honoraria, and/or the requested Class Counsel Fees, you must submit a signed and completed Objection Form to the Administrator **on or before October 14, 2025**. You may also appear at the Settlement Approval Hearing, either personally or through your own legal counsel, at your own expense.

To object, you must submit a signed and completed Objection Form to the Administrator by mail (PO Box 7545 STN ADELAIDE Toronto, ON M5C 0C4) or email (info@ONTJailStaffLockdowns.ca), on or before **October 14, 2025**. Be sure to include the following information:

(a) your full name, mailing address, telephone number, and email address (if available);

(b) information necessary to confirm that you meet the criteria for membership in the Lapple Class or Dadzie Class or both;

(c) a written statement of all factual and legal grounds for the objection accompanied by any legal support for such objection;

(d) copies of any papers, briefs, or other documents upon which the objection is based;

(e) a statement setting out whether you intend to appear at the Settlement Approval Hearing; and

(f) a statement setting out whether you intend to appear at the Settlement Approval Hearing through counsel, and if so, identifying any counsel representing you who intends to appear at the Settlement Approval Hearing.

A copy of the Objection Form can be obtained from ONTJailStaffLockdowns.ca or by reaching out to the Administrator (email: info@ONTJailStaffLockdowns.ca; toll-free telephone: 1-844-742-0825).

The Settlement Approval Hearing

The Court will hold a hearing to decide whether to approve the proposed Settlement and the requested Honoraria and Class Counsel Fees. You may attend and you may ask to speak, subject to the requirements above, but you don't have to.

At the Settlement Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the Settlement Approval Hearing. The Court will also decide how much Class Counsel should be paid from the Settlement and whether to approve the Honoraria of up to $15,000 for each Representative Plaintiff. The Court will make its decision after the Settlement Approval Hearing. We do not know how long this decision will take.

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

The Settlement Approval Hearing will take place on **Wednesday, October 22, 2025** at 10:00am EST in person at the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R7 and virtually over Zoom.

The Zoom link for virtual attendance at the Settlement Approval Hearing will be available from the Administrator (email: info@ONTJailStaffLockdowns.ca; toll-free telephone: 1-844-742-0825), or by visiting the settlement website at ONTJailStaffLockdowns.ca closer to the hearing.

Please note that the Settlement Approval Hearing may be rescheduled without further notice to you. It is recommended that you periodically check ONTJailStaffLockdowns.ca for updated information.

13. Do I have to come to the Settlement Approval Hearing?

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

Class Members do not need to appear at the Settlement Approval Hearing, or take any other action, to indicate their approval of the proposed Settlement. Class Counsel will answer any questions that the Court may have.

If you submit a signed and completed Objection Form to the Administrator, you do not need to appear at the Settlement Approval Hearing to talk about it. As long as you submitted your signed and completed Objection Form on time, the Court will consider it. You may also choose to attend or pay your own lawyer to attend.

Getting More Information

14. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement and its schedules, which you can view at ONTJailStaffLockdowns.ca.

Neither the Parties nor their lawyers make any representation regarding the tax effects, if any, of receiving any benefits under the proposed Settlement. Consult your tax advisor for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at ONTJailStaffLockdowns.ca or by reaching out to the Administrator at the contact information below. Please do not contact the court offices.

Ontario Corrections Staffing-Related Lockdowns Class Actions Administrator
c/o Deloitte LLP
PO Box 7545 STN ADELAIDE
Toronto, ON M5C 0C4
Toll-Free Telephone: 1-844-742-0825
Email: info@ONTJailStaffLockdowns.ca
Website: ONTJailStaffLockdowns.ca

15. How do I get more information?

The court offices will be unable to answer any questions about the matters in this notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at ONTJailStaffLockdowns.ca or by reaching out to the Administrator at the following contact information:

Ontario Corrections Staffing-Related Lockdowns Class Actions Administrator
c/o Deloitte LLP
PO Box 7545 STN ADELAIDE
Toronto, ON M5C 0C4
Toll-Free Telephone: 1-844-742-0825
Email: info@ONTJailStaffLockdowns.ca

You may also contact Class Counsel directly at the contact information listed under question 9.

KM 10124759v13

Schedule “D”
Phase I Notice Plan for Notice of Settlement Approval Hearing

SCHEDULE "D": NOTICE PLAN FOR NOTICE OF SETTLEMENT APPROVAL HEARING

1. Capitalized terms used in this Notice Plan have the meanings ascribed to them in the Settlement Agreement and Compensation Protocol.

2. The short-form and long-form Notice of Settlement Approval Hearing and the Objection Form will be made available in both English-language and French-language versions. Where these documents are to be posted on a website or published through digital media, both the English-language and French-language versions will be posted or published. The English-language or French-language versions will also be forwarded to any Class Member who requests them in the language in which the request is made (if English or French), or as requested.

3. The Notice of Settlement Approval Hearing shall be distributed as follows:

   (a) the Administrator shall establish a website for the Actions, and the Administrator and Class Counsel shall post the short-form and long-form Notice of Settlement Approval Hearing, the Objection Form, and the Settlement Agreement on their websites;

   (b) the Administrator shall establish a toll-free support line to provide assistance, in English and in French, to Class Members, family, or other persons who make inquiries on their own behalf or on behalf of Class Members;

   (c) Class Counsel shall maintain a toll-free support line to provide general assistance to Class Members, family, or other persons who make inquiries on their own behalf or on behalf of Class Members;

   (d) the Administrator shall provide a copy of the short-form Notice of Settlement Approval Hearing, the long-form Notice of Settlement Approval Hearing, the Objection Form, and/or the Settlement Agreement, by email or regular mail, to any Class Member who requests a copy of such document(s) from the Administrator;

   (e) Class Counsel shall send a copy of the short-form and long-form Notice of Settlement Approval Hearing by email directly to Class Members who have provided a valid email address to Class Counsel;

   (f) Class Counsel shall provide a copy of the short-form Notice of Settlement Approval Hearing, the long-form Notice of Settlement Approval Hearing, the Objection Form, and/or the Settlement Agreement, by email or regular mail, to any Class Member who requests a copy of such document(s) from Class Counsel;

(g) the Administrator shall arrange for the publication of digital Internet advertisements and social media advertisements, for a duration of 30 days, optimizing the publications to increase the number of views by Class Members. These advertisements shall be in the form agreed upon by the Parties, in either English or French, depending on the website's language. These advertisements will link to the Administrator's website for further information;

(h) the Defendant HMKRO shall post the short-form Notice of Settlement Approval Hearing in a conspicuous place in the common areas within each Ontario provincial correctional institution, making it possible for Class Members to see it and replacing it with a fresh copy as needed until the first business day after the Settlement Approval Hearing;

(i) the Defendant AGC shall post the short-form Notice of Settlement Approval Hearing in a conspicuous place in the common areas within each federal correctional institution, in its Immigration Holding Centers (in Laval, Quebec, St-Anne-des-Plaines, Quebec, Toronto, Ontario, and Surrey, British Columbia) and in any area that meets definition at subsection 142(3) of the *Immigration and Refugee Protection Act*, making it possible for Class Members to see it and replacing it with a fresh copy as needed until the first business day after the Settlement Approval Hearing;

(j) the Administrator shall send the short-form Notice of Settlement Approval Hearing to:

i. all Ontario offices of the Elizabeth Fry Society;

ii. all Ontario offices of the John Howard Society;

iii. the Public Guardian and Trustee;

iv. the Windsor Law Class Action Clinic;

v. the Ontario Federation of Indigenous Friendship Centres;

vi. the Canadian Association of Refugee Lawyers;

vii. the Queen's Prison Law Clinic;

viii. the Legal Aid Ontario Refugee Law Offices;

ix. the Criminal Lawyers' Association;

x. the Canadian Civil Liberties Association;

xi. the Canadian Council for Refugees;

xii. the End Immigration Detention Network;

xiii. the Human Rights Watch;

xiv. the Amnesty International Canada;

xv. the Aboriginal Legal Services (Toronto); and,

xvi. the Chiefs of Ontario;

(k) the Administrator shall provide copies of the short-form and long-form Notice of Settlement Approval Hearing, in English and in French, to all probation and parole offices in Ontario;

(l) the Defendant HMKRO shall direct that the short-form Notice of Settlement Approval Hearing provided by the Administrator be posted in all probation and parole offices throughout Ontario;

(m) Class Counsel will provide the English-language and French-language short-form and long-form Notice of Settlement Approval Hearing to the Canadian Bar Association National Class Action Database with a request that they be posted online; and,

(n) The Administrator shall issue the short-form Notice of Settlement Approval Hearing as a press release via Canadian Newswire.

Schedule “E”
Objection Form

Ontario Corrections Staffing-Related Lockdowns Class Actions Settlement

OBJECTION FORM

This is **NOT** a Claim Form. If you want to participate in the proposed Settlement (i.e., make a Claim), you are not required to do anything now. If the Settlement is approved, the Claim Form will be made available at that time.

Read the instructions below carefully. **If you need more details regarding the proposed Settlement, or the requested Class Counsel Fees or Honoraria, please read the long-form Notice of Settlement Approval Hearing or visit ONTJailStaffLockdowns.ca.**

Complete and submit this Objection Form **ONLY if you want to OBJECT** to the proposed Settlement and/or Class Counsel Fees (i.e., ask the Court to reject the proposed Settlement and/or Class Counsel Fees).

Questions? Visit the Administrator online at ONTJailStaffLockdowns.ca or reach out to the Administrator by toll-free telephone (1-844-742-0825) or by email (info@ONTJailStaffLockdowns.ca).

INSTRUCTIONS:

1. Complete this Objection Form **ONLY IF YOU WANT TO OBJECT** to (i.e., ask the Court to reject) the proposed Settlement and/or Class Counsel Fees.
2. Complete the "My Information" section with your name, address, telephone number, and email address (if you have one).
3. Complete the "My Membership in the Class" section by checking the box that applies to you, to identify whether you are a current or former inmate or a current or former immigration detainee.
4. Under "My Objection," check the box(es) to indicate whether you want to object to the proposed Settlement, and/or to the Class Counsel Fees request and/or to the requested Honoraria.
5. In the spaces provided, explain why you are objecting. Use this space to give the reasons why you think the Court should not approve the proposed Settlement, Class Counsel Fees request and/or requested Honoraria. If you need more space, please attach additional pages.
6. If you want to include any other documents with your objection, check the box saying, "I am including additional documents with my Objection Form." Make sure that you include those documents with your Objection Form when you submit it.
7. If you want to attend the Settlement Approval Hearing where the Court will decide whether to approve the proposed Settlement, Class Counsel Fees request, and the requested Honoraria, check the box to indicate whether you will attend in person or by Zoom. You do not need to attend the hearing unless you want to. A copy of your Objection Form will be provided to the Court whether or not you decide to go to the

hearing. If you have a lawyer representing you at the hearing, please provide that lawyer's name and contact information.

8. Sign and date your Objection Form.

9. Send your completed Objection Form to the Administrator, by mail or email, **no later than October 14, 2025**.

Mail: Ontario Corrections Staffing-Related Lockdowns Class Actions Administrator, c/o Deloitte LLP, PO Box 7545 STN ADELAIDE Toronto, ON M5C 0C4	**Email:** info@ONTJailStaffLockdowns.ca

MY INFORMATION:

My full name is: _____

My mailing address is: _____

_____

_____

My telephone number is: _____

My email address (if applicable) is: _____

MY MEMBERSHIP IN THE CLASS: Check the box that applies to you.

☐	I was an inmate at an Ontario Correctional Institution (other than the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute, or the St Lawrence Valley Correctional and Treatment Centre) between May 30, 2009 and November 27, 2017, and I have not validly opted out of (excluded myself from) the Lapple Class. **OR**
☐	I was an immigration detainee detained under the *Immigration and Refugee Protection Act* at an Ontario Correctional Institution (other than the Elgin-Middlesex Detention Centre, the Ontario Correctional Institute, or the St Lawrence Valley Correctional and Treatment Centre) between May 30, 2009 and November 27, 2017, and I have not validly opted out of (excluded myself from) the Dadzie Class.

MY OBJECTION:

☐	I want to OBJECT to the proposed Settlement that is offering up to $59 million in total for the classes in these class action lawsuits about staffing-related lockdowns at Ontario correctional institutions, because: _____ _____ _____ _____ (If you need more space to complete your answer, please attach additional pages.)
☐	I want to OBJECT to the requested Class Counsel Fees ($17,700,000 plus HST and disbursements) because: _____ _____ _____ _____ (If you need more space to complete your answer, please attach additional pages.)
☐	I want to OBJECT to the requested Honoraria ($15,000 for each Representative Plaintiff) because: _____ _____ _____ _____ (If you need more space to complete your answer, please attach additional pages.)
☐	I am including additional documents with my Objection Form.
☐	I will attend the Settlement Approval Hearing on October 22, 2025 **in person** in Toronto, Ontario.
☐	I will attend the Settlement Approval Hearing on October 22, 2025 **by Zoom.**
☐	I do **NOT** intend to appear at the Settlement Approval Hearing on October 22, 2025.
☐	I will have a lawyer representing me at the Settlement Approval Hearing. The lawyer's name and contact information is: _____ _____

SIGNATURE & DATE

Date (YYYY-MM-DD	Signature

KM-10124770v6

Schedule “F”
Notice Approval Orders

Court File No. CV-16-558633-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	……..……, THE ……
	)	
JUSTICE GLUSTEIN	)	DAY OF AUGUST, 2025

B E T W E E N:

RAYMOND LAPPLE and JEROME CAMPBELL

Plaintiffs

and

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO

Defendant

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Notice Approval)

THIS MOTION, made by the Plaintiffs, for an Order (1) approving the form and content of the short- and long-form notices of settlement approval hearing (the "Notice of Settlement Approval Hearing"); (2) approving the Notice Plan for disseminating such notice; and, (3) approving the procedure for objecting to the proposed Settlement Agreement was heard this day by judicial videoconference at the Ontario Superior Court of Justice, 330 University Avenue, Toronto, Ontario, M5G 1R7.

ON READING the materials filed by the Parties, including the settlement agreement between them, dated August ___, 2025 (the "Settlement Agreement"), a copy of which is attached

to this Order as Appendix “A,” and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendant;

AND ON BEING ADVISED (1) that the Defendant consents to this Order; and, (2) that Deloitte LLP ("Deloitte") consents to being appointed as Administrator;

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT ORDERS** that Deloitte is appointed as Administrator to deliver the Notice of Settlement Approval Hearing in accordance with the Notice Plan and to perform the duties and responsibilities set out in the Settlement Agreement and any other related duty or responsibility as ordered by this Court;

3. **THIS COURT ORDERS** that Class Members shall be given notice of the Settlement Approval Hearing and the objection process in substantially the forms set out in Appendices “B” and “C” to this Order and in the manner set out in Appendix “D” to this Order;

4. **THIS COURT DECLARES** that the dissemination of the Notice of Settlement Approval Hearing as set out in the Notice Plan constitutes sufficient notice to all Class Members entitled to notice of the hearing to approve the proposed Settlement, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO 1992, c 6;

5. **THIS COURT ORDERS** that the Administration Costs associated with disseminating and publishing the Notice of Settlement Approval Hearing, shall be paid by the Defendant, and:

(a) in the event that the Court approves the Settlement, shall be deducted from the Primary Fund in accordance with the terms of the Settlement Agreement; or,

(b) in the event that the Court does not approve the Settlement, shall be non-refundable;

6. **THIS COURT ORDERS** that all Class Member-specific information provided to the Defendant, Class Counsel, the Administrator, and/or their agent(s) by or about Class Members as part of the Notice Plan or the administration of the Settlement Agreement shall be collected, used, and retained by Defendant, Class Counsel, the Administrator, and/or their agent(s) and/or vendors of record pursuant to the applicable privacy laws and solely for the purposes of providing notice of and administering the Settlement Agreement. The information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Class Member, except in accordance with this Order, the Settlement Agreement, any other order of this Court or by law;

7. **THIS COURT ORDERS** that the form and content of the Objection Form, substantially in the form attached to this Order as Appendix "E," are hereby approved;

8. **THIS COURT ORDERS** that a Class Member who wishes to file with the Court an objection to or comment on the Settlement Agreement and/or Class Counsel Fees shall be asked to submit to the Administrator, on or before the Objection Deadline, a completed Objection Form, signed by the objector and containing the following information: (i) the objector's full name, mailing address, telephone number, and email address (if available); (ii) the necessary information confirming that the objector meets the criteria for membership in the Class; (iii) a written statement of all factual and legal grounds for the objection accompanied by any legal support for such

objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) a statement setting out whether the objector intends to appear at the Settlement Approval Hearing; and (vi) a statement setting out whether the objector intends to appear at the Settlement Approval Hearing through counsel, and if so, identifying any counsel representing the objector who intends to appear at the Settlement Approval Hearing;

9. **THIS COURT ORDERS** that the Objection Deadline is October 14, 2025;

10. **THIS COURT ORDERS** that if a Class Member has delivered an Objection Form to the Administrator, the Class Member may withdraw his/her/their objection prior to the Settlement Approval Hearing by advising the Administrator or Class Counsel that he/she/they wishes to withdraw his/her/their objection, and by Class Counsel or the Administrator, as applicable, confirming in writing that the objection is withdrawn;

11. **THIS COURT ORDERS** that any putative member of the Class who previously opted out of the Action may not also object to or comment on the Settlement Agreement and/or Class Counsel Fees, and that any such objection received therefrom shall be deemed withdrawn;

12. **THIS COURT ORDERS** that upon the expiry of the Objection Deadline, the Administrator shall deliver to counsel for the Parties copies of all Objection Forms received, and that Class Counsel shall file all Objection Forms received that have not been withdrawn, with the Court prior to the Settlement Approval Hearing;

13. **THIS COURT ORDERS** that the motions for approval of the Settlement Agreement and Class Counsel Fees (the "Settlement Approval Hearing") will be heard on Wednesday, October 22, 2025 at 10:00 am EST virtually over Zoom and in person at the Ontario Superior Court of

Justice, 330 University Avenue, Toronto, Ontario, M5G 1R7. At the Settlement Approval Hearing, the Plaintiffs and Class Counsel, as applicable, will seek the following orders:

(a) an order approving the Settlement Agreement, the Exceptional Circumstances Protocol, the content and manner of notice to the Class of such approval, the Claim Form, and the Statute-Barred Claim Form;

(b) an order approving the Honoraria;

(c) an order approving Class Counsel Fees;

(d) an order approving payment of the CPF Levy to the Class Proceedings Fund; and,

(e) any other order that the Court may deem appropriate;

14. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.

The Honourable Justice Glustein

RAYMOND LAPPLE et al
Plaintiffs/Moving Parties

-and-

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO
Defendant/Responding Party

Court File No. CV-16-558633-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding under *The Class Proceedings Act, 1992*

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Notice Approval)

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900-20 Queen St W
Box 52
Toronto, ON M5H 3R3
Tel: 416-977-8353
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jptak@kmlaw.ca
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McKENZIE LAKE LAWYERS LLP
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Tel: 519-672-5666
Matthew D Baer (LSO # 48227K)
matt.baer@mckenzielake.com
Chelsea Smith (LSO # 71843N)
chelsea.smith@mckenzielake.com

Lawyers for the Plaintiffs/Moving Parties

Court File No. CV-16-558376-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	……..……, THE ……
	)	
JUSTICE GLUSTEIN	)	DAY OF AUGUST, 2025

B E T W E E N:

GODDAY DADZIE and AL ZEEKEHMENS

Plaintiffs

and

HIS MAJESTY THE KING IN RIGHT OF ONTARIO and THE ATTORNEY GENERAL OF CANADA

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Notice Approval)

THIS MOTION, made by the Plaintiffs, for an Order (1) approving the form and content of the short- and long-form notices of settlement approval hearing (the "Notice of Settlement Approval Hearing"); (2) approving the Notice Plan for disseminating such notice; and, (3) approving the procedure for objecting to the proposed Settlement Agreement was heard this day by judicial videoconference at the Ontario Superior Court of Justice, 330 University Avenue, Toronto, Ontario, M5G 1R7.

ON READING the materials filed by the Parties, including the settlement agreement between them, dated August __, 2025 (the "Settlement Agreement"), a copy of which is attached

to this Order as Appendix “A,” and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendants;

AND ON BEING ADVISED (1) that the Defendants consent to this Order; and, (2) that Deloitte LLP ("Deloitte") consents to being appointed as Administrator;

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT ORDERS** that Deloitte is appointed as Administrator to deliver the Notice of Settlement Approval Hearing in accordance with the Notice Plan and to perform the duties and responsibilities set out in the Settlement Agreement and any other related duty or responsibility as ordered by this Court;

3. **THIS COURT ORDERS** that Class Members shall be given notice of the Settlement Approval Hearing and the objection process in substantially the forms set out in Appendices “B” and “C” to this Order and in the manner set out in Appendix “D” to this Order;

4. **THIS COURT DECLARES** that the dissemination of the Notice of Settlement Approval Hearing as set out in the Notice Plan constitutes sufficient notice to all Class Members entitled to notice of the hearing to approve the proposed Settlement, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO 1992, c 6;

5. **THIS COURT ORDERS** that the Administration Costs associated with disseminating and publishing the Notice of Settlement Approval Hearing, shall be paid by the Defendants, and:

(a) in the event that the Court approves the Settlement, shall be deducted from the Primary Fund, in accordance with the terms of the Settlement Agreement; or,

(b) in the event that the Court does not approve the Settlement, shall be non-refundable;

6. **THIS COURT ORDERS** that all Class Member-specific information provided to the Defendants, Class Counsel, the Administrator, and/or their agent(s) by or about Class Members as part of the Notice Plan or the administration of the Settlement Agreement shall be collected, used, and retained by the Defendants, Class Counsel, the Administrator, and/or their agent(s) and/or vendors of record pursuant to the applicable privacy laws and solely for the purposes of providing notice of and administering the Settlement Agreement. The information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Class Member, except in accordance with this Order, the Settlement Agreement, any other order of this Court or by law;

7. **THIS COURT ORDERS** that the form and content of the Objection Form, substantially in the form attached to this Order as Appendix "E," are hereby approved;

8. **THIS COURT ORDERS** that a Class Member who wishes to file with the Court an objection to or comment on the Settlement Agreement and/or Class Counsel Fees shall be asked to submit to the Administrator, on or before the Objection Deadline, a completed Objection Form, signed by the objector and containing the following information: (i) the objector's full name, mailing address, telephone number, and email address (if available); (ii) the necessary information confirming that the objector meets the criteria for membership in the Class; (iii) a written statement of all factual and legal grounds for the objection accompanied by any legal support for such

objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) a statement setting out whether the objector intends to appear at the Settlement Approval Hearing; and (vi) a statement setting out whether the objector intends to appear at the Settlement Approval Hearing through counsel, and if so, identifying any counsel representing the objector who intends to appear at the Settlement Approval Hearing;

9. **THIS COURT ORDERS** that the Objection Deadline is October 14, 2025;

10. **THIS COURT ORDERS** that if a Class Member has delivered an Objection Form to the Administrator, the Class Member may withdraw his/her/their objection prior to the Settlement Approval Hearing by advising the Administrator or Class Counsel that he/she/they wishes to withdraw his/her/their objection, and by Class Counsel or the Administrator, as applicable, confirming in writing that the objection is withdrawn;

11. **THIS COURT ORDERS** that any putative member of the Class who previously opted out of the Action may not also object to or comment on the Settlement Agreement and/or Class Counsel Fees, and that any such objection received therefrom shall be deemed withdrawn;

12. **THIS COURT ORDERS** that upon the expiry of the Objection Deadline, the Administrator shall deliver to counsel for the Parties copies of all Objection Forms received, and that Class Counsel shall file all Objection Forms received that have not been withdrawn, with the Court prior to the Settlement Approval Hearing;

13. **THIS COURT ORDERS** that the motions for approval of the Settlement Agreement and Class Counsel Fees (the "Settlement Approval Hearing") will be heard on Wednesday, October 22, 2025 at 10:00 am EST virtually over Zoom and in person at the Ontario Superior Court of

Justice, 330 University Avenue, Toronto, Ontario, M5G 1R7. At the Settlement Approval Hearing, the Plaintiffs and Class Counsel, as applicable, will seek the following orders:

(a) an order approving the Settlement Agreement, the Exceptional Circumstances Protocol, the content and manner of notice to the Class of such approval, the Claim Form, and the Statute-Barred Claim Form;

(b) an order approving the Honoraria;

(c) an order approving Class Counsel Fees;

(d) an order approving payment of the CPF Levy to the Class Proceedings Fund; and,

(e) any other order that the Court may deem appropriate;

14. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.

The Honourable Justice Glustein

GODDAY DADZIE et al
Plaintiffs/Moving Parties

-and-

HIS MAJESTY THE KING IN RIGHT OF ONTARIO et al
Defendants/Responding Parties

Court File No. CV-16-558376-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding under *The Class Proceedings Act, 1992*

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Notice Approval)

KOSKIE MINSKY LLP
900-20 Queen St W
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Toronto, ON M5H 3R3
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kcrocker@hhllp.ca

Lawyers for the
Plaintiffs/Moving Parties

Schedule “G”
Settlement Approval Orders

Court File No. CV-16-558633-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	……..……, THE ……
	)	
JUSTICE GLUSTEIN	)	DAY OF OCTOBER, 2025

B E T W E E N:

RAYMOND LAPPLE and JEROME CAMPBELL

Plaintiffs

and

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO

Defendant

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Settlement Approval)

THIS MOTION, made by the Plaintiffs, for an Order approving the Settlement Agreement entered into with the Defendant, and dismissing this Action as against the Defendant, was heard this day by judicial videoconference and in person at the Ontario Superior Court of Justice, 330 University Avenue, Toronto, Ontario, M5G 1R7.

AND WHEREAS this Court approved the Notice Plan attached as Schedule "D" to the Settlement Agreement by Order dated August 12, 2025;

ON READING the materials filed by the Parties, including the Settlement Agreement between them, dated August __, 2025 (the "Settlement Agreement"), a copy of which is attached to this Order as Appendix "A";

AND ON READING the written objections filed;

AND ON HEARING the submissions of counsel for the Plaintiffs and counsel for the Defendant, and the submissions of any objectors;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement and/or Class Counsel Fees has passed;

AND ON BEING ADVISED (1) that the Plaintiffs and the Defendant consent to this Order; (2) that Deloitte LLP ("Deloitte") consents to continuing as Administrator; and, (3) that [name of Adjudicator(s)] consent(s) to being appointed as Adjudicator(s);

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement and the Compensation Protocol apply to and are incorporated into this Order;

2. **THIS COURT DECLARES** that:

   (a) the Administrator has completed the dissemination of the Notice of Settlement Approval Hearing in accordance with the Notice Plan; and,

   (b) the Objection Deadline was October 14, 2025;

3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Defendant in accordance with the terms thereof, and upon each member of the Class who did not validly opt out of this Action, including those persons who are mentally incapable, and that the requirements of rules 7.04(1) and 7.08 of the *Rules of Civil Procedure*, RRO 1990, Reg 194, are dispensed with in respect of the Action;

4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Class;

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms and the terms of this Order;

6. **THIS COURT ORDERS** that, upon the Court Approval Date, this Order incorporates and gives effect to the releases in favour of the Releasees provided for in paragraphs 27-28 and 31-32 of the Settlement Agreement;

7. **THIS COURT ORDERS** that, upon the Court Approval Date, each Class Member, whether or not he/she/they submit(s) a Claim or otherwise receive(s) compensation in accordance with the Compensation Protocol, has released and shall be conclusively deemed to have forever and absolutely released the Releasees from all allegations as pleaded in the Amended Amended Statement of Claim in the Action, except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms of the Settlement Agreement;

8. **THIS COURT ORDERS** that, upon the Court Approval Date, each Class Member shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or

indirectly, whether in Canada or elsewhere, on his/her/their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any allegation as pleaded in the Amended Amended Statement of Claim in the Action, except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms of the Settlement Agreement;

9. **THIS COURT ORDERS** that neither the Settlement Agreement, including all provisions therein and its Schedules, nor any action taken under the Settlement Agreement, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the Parties of the truth of any fact alleged or of the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, including in this Action, court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of the Parties except as may be required to enforce or give effect to the Settlement and the Settlement Agreement;

10. **THIS COURT ORDERS** that Deloitte is appointed as Administrator to perform the duties set out in the Settlement Agreement and any other duty as ordered by this Court, or as agreed to in writing by the Parties and Deloitte;

11. **THIS COURT ORDERS** that [name of Adjudicator(s)] is appointed as Adjudicator(s) to perform the duties set out in the Settlement Agreement and any other duty as ordered by this Court or s agreed to in writing by the Parties and [name of Adjudicator(s)];

12. **THIS COURT ORDERS** that the form and content of the Notice of Settlement Approval, substantially in the form attached as Appendix "B" to this Order, are hereby approved;

13. **THIS COURT ORDERS** that the Notice of Settlement Approval be disseminated in accordance with the Notice Plan, a copy of which is attached to this Order as Appendix "C";

14. **THIS COURT DECLARES** that the dissemination of the Notice of Settlement Approval as set out in the Notice Plan constitutes sufficient notice to all Class Members entitled to notice, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO 1992, c 6;

15. **THIS COURT ORDERS** that the Administration Costs and all applicable taxes, including the costs associated with disseminating and publishing the Notice of Settlement Approval, shall be paid out of the Primary Fund in accordance with the terms of the Settlement Agreement;

16. **THIS COURT ORDERS** that all Class Member-specific information provided to the Defendant, Class Counsel, the Administrator, the Adjudicator(s), and/or their agent(s) by or about Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Defendant, Class Counsel, the Administrator, the Adjudicator(s), and/or their agent(s) and/or vendors of record pursuant to the applicable privacy laws and solely for the purposes of providing the Notice of Settlement Approval and administering the Settlement Agreement. The information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Class Member, except in accordance with this Order, the Settlement Agreement, any other order of this Court or by law;

17. **THIS COURT ORDERS** that the Defendant is permitted to deliver any Claimant records that are required to be produced pursuant to the Settlement Agreement, in accordance with rule 30.1.01(3) of the *Rules of Civil Procedure*;

18. **THIS COURT ORDERS** that the form and content of the Claim Form, substantially in the form attached as Appendix "D" to this Order, are hereby approved;

19. **THIS COURT ORDERS** that the form and content of the Statute-Barred Claim Form, substantially in the form attached as Appendix "E" to this Order, are hereby approved;

20. **THIS COURT ORDERS** that, upon the Court Approval Date, the Action is hereby dismissed as against the Defendant without costs and with prejudice;

21. **THIS COURT ORDERS** that for the purposes of the administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role, and that the Parties acknowledge and attorn to the jurisdiction of this Court for the purposes of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order;

22. **THIS COURT ORDERS** that any Party, or the Administrator, may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties;

23. **THIS COURT ORDERS** that the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement without requiring Court approval;

24. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class;

25. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail; and,

26. **THIS COURT ORDERS** that there shall be no costs of this motion.

The Honourable Justice Glustein

KM-10124773v9

RAYMOND LAPPLE et al
Plaintiffs/Moving Parties

-and-

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO
Defendant/Responding Party

Court File No. CV-16-558633-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding under *The Class Proceedings Act, 1992*

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Settlement Approval)

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Lawyers for the Plaintiffs/Moving Parties

Court File No. CV-16-558376-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	……..……, THE ……
	)	
JUSTICE GLUSTEIN	)	DAY OF OCTOBER, 2025

B E T W E E N:

GODDAY DADZIE and AL ZEEKEHMENS

Plaintiffs

and

HIS MAJESTY THE KING IN RIGHT OF ONTARIO and THE ATTORNEY GENERAL OF CANADA

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Settlement Approval)

THIS MOTION, made by the Plaintiffs, for an Order approving the Settlement Agreement entered into with the Defendants, and dismissing this Action as against the Defendants, was heard this day by judicial videoconference and in person at the Ontario Superior Court of Justice, 330 University Avenue, Toronto, Ontario, M5G 1R7.

AND WHEREAS this Court approved the Notice Plan attached as Schedule "D" to the Settlement Agreement by Order dated August 12, 2025;

ON READING the materials filed by the Parties, including the Settlement Agreement between them, dated August __, 2025 (the "Settlement Agreement"), a copy of which is attached to this Order as Appendix "A";

AND ON READING the written objections filed;

AND ON HEARING the submissions of counsel for the Plaintiffs and counsel for the Defendants, and the submissions of any objectors;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement and/or Class Counsel Fees has passed;

AND ON BEING ADVISED (1) that the Plaintiffs and the Defendants consent to this Order; (2) that Deloitte LLP ("Deloitte") consents to continuing as Administrator; and, (3) that [name of Adjudicator(s)] consent(s) to being appointed as Adjudicator(s);

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement and the Compensation Protocol apply to and are incorporated into this Order;

2. **THIS COURT DECLARES** that:

   (a) the Administrator has completed the dissemination of the Notice of Settlement Approval Hearing in accordance with the Notice Plan; and,

   (b) the Objection Deadline was October 14, 2025;

3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Defendants in accordance with the terms thereof, and upon each member of the Class who did not validly opt out of this Action, including those persons who are mentally incapable, and that the requirements of rules 7.04(1) and 7.08 of the *Rules of Civil Procedure*, RRO 1990, Reg 194, are dispensed with in respect of the Action;

4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Class;

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms and the terms of this Order;

6. **THIS COURT ORDERS** that, upon the Court Approval Date, this Order incorporates and gives effect to the releases in favour of the Releasees provided for in paragraphs 29-32 of the Settlement Agreement;

7. **THIS COURT ORDERS** that, upon the Court Approval Date, each Class Member, whether or not he/she/they submit(s) a Claim or otherwise receive(s) compensation in accordance with the Compensation Protocol, has released and shall be conclusively deemed to have forever and absolutely released the Releasees from all allegations as pleaded in the Amended Amended Statement of Claim in the Action, except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms of the Settlement Agreement;

8. **THIS COURT ORDERS** that, upon the Court Approval Date, each Class Member shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or

indirectly, whether in Canada or elsewhere, on his/her/their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any allegations as pleaded in the Amended Amended Statement of Claim in the Action, except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms of the Settlement Agreement;

9. **THIS COURT ORDERS** that neither the Settlement Agreement, including all provisions therein and its Schedules, nor any action taken under the Settlement Agreement, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the Parties of the truth of any fact alleged or of the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, including in this Action, court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of the Parties except as may be required to enforce or give effect to the Settlement and the Settlement Agreement;

10. **THIS COURT DECLARES** that nothing in this Order or in the Settlement Agreement shall be construed as releasing any claims asserted by the plaintiffs in *Tyron Richard and Alexis Garcia Paez v The Attorney General of Canada* (Court File No. CV-22-00681184-00CP), which claims shall not be considered Dadzie Released Claims;

11. **THIS COURT ORDERS** that Deloitte is appointed as Administrator to perform the duties set out in the Settlement Agreement and any other duty as ordered by this Court or as agreed to in writing by the Parties and Deloitte;

12. **THIS COURT ORDERS** that [name of Adjudicator(s)] is appointed as Adjudicator(s) to perform the duties set out in the Settlement Agreement and any other duty as ordered by this Court or as agreed to in writing by the Parties and [name of Adjudicator(s)];

13. **THIS COURT ORDERS** that the form and content of the Notice of Settlement Approval, substantially in the form attached as Appendix "B" to this Order, are hereby approved;

14. **THIS COURT ORDERS** that the Notice of Settlement Approval be disseminated in accordance with the Notice Plan, a copy of which is attached to this Order as Appendix "C";

15. **THIS COURT DECLARES** that the dissemination of the Notice of Settlement Approval as set out in the Notice Plan constitutes sufficient notice to all Class Members entitled to notice, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO 1992, c 6;

16. **THIS COURT ORDERS** that the Administration Costs and all applicable taxes, including the costs associated with disseminating and publishing the Notice of Settlement Approval, shall be paid out of the Primary Fund in accordance with the terms of the Settlement Agreement;

17. **THIS COURT ORDERS** that all Class Member-specific information provided to the Defendants, Class Counsel, the Administrator, the Adjudicator(s), and/or their agent(s) by or about Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be

collected, used, and retained by the Defendants, Class Counsel, the Administrator, the Adjudicator(s), and/or their agent(s) and/or vendors of record pursuant to the applicable privacy laws and solely for the purposes of providing the Notice of Settlement Approval and administering the Settlement Agreement. The information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Class Member, except in accordance with this Order, the Settlement Agreement, any other order of this Court or by law;

18. **THIS COURT ORDERS** that the Defendant HMKRO is permitted to deliver any Claimant records that are required to be produced pursuant to the Settlement Agreement in accordance with rule 30.1.01(3) of the *Rules of Civil Procedure*;

19. **THIS COURT ORDERS** that the form and content of the Claim Form, substantially in the form attached as Appendix "D" to this Order, are hereby approved;

20. **THIS COURT ORDERS** that the form and content of the Statute-Barred Claim Form, substantially in the form attached as Appendix "E" to this Order, are hereby approved;

21. **THIS COURT ORDERS** that, upon the Court Approval Date, the Action is hereby dismissed as against the Defendants without costs and with prejudice;

22. **THIS COURT ORDERS** that for the purposes of the administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role, and that the Parties acknowledge and attorn to the jurisdiction of this Court for the purposes of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order;

23. **THIS COURT ORDERS** that any Party, or the Administrator, may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties;

24. **THIS COURT ORDERS** that the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement without requiring Court approval;

25. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class;

26. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail; and,

27. **THIS COURT ORDERS** that there shall be no costs of this motion.

The Honourable Justice Glustein

GODDAY DADZIE et al
Plaintiffs/Moving Parties

-and-

HIS MAJESTY THE KING IN RIGHT OF ONTARIO et al
Defendants/Responding Parties

Court File No. CV-16-558376-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding under *The Class Proceedings Act, 1992*

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Settlement Approval)

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Lawyers for the
Plaintiffs/Moving Parties

Schedule “H”
Letter to Legal Aid Ontario

Schedule "H" – Form of Letter to Legal Aid Ontario

Dear _____

Ontario has recently settled the class actions *Lapple v. His Majesty the King in Right of the Province of Ontario* and *Dadzie v. His Majesty the King in Right of the Province of Ontario and the Attorney General of Canada* which involved claims by individuals who were housed in Ontario correctional institutions and experienced staffing-related lockdowns.

Pursuant to the terms of settlement, Ontario has agreed to pay compensation to individual Class Members who file claims demonstrating that they were harmed by the staffing-related lockdowns.

We are writing to request that Legal Aid Ontario amend its Rules to provide that any legal aid services available to Class Members not be affected by any settlement funds received by individual Class Members, and that no prior contribution agreements apply to any settlement funds received by Class Members. Thank you for your consideration of this request.

Yours truly

Schedule “I”
Exceptional Circumstances Protocol

Exceptional Circumstances Protocol

A. GENERAL

1. This Exceptional Circumstances Protocol (the "**ECP**") imports the definitions used in the Settlement Agreement and Compensation Protocol for the Lapple Action and the Dadzie Action.

2. ECF Administrative Costs may be withdrawn from the Exceptional Circumstances Fund by the Administrator, with approval by Class Counsel, as payments to the Administrator come due.

3. Pursuant to the Memorandum of Understanding entered into by the Parties dated May 13, 2025, the distribution of funds under this ECP is determined at the sole discretion of Class Counsel and approved by the Court. This ECP forms part of the Settlement Agreement and the Defendants make no admission of liability, fault or wrongdoing with respect to any Claimant who may be eligible for compensation under this ECP or with respect to any other matter or issue that is in any way related to this ECP.

B. ADMINISTRATION

4. The Administrator appointed to administer the Settlement and the Compensation Protocol shall also administer this ECP.

5. Where a Claimant:

    a. has indicated on his/her/their Claim Form that he/she/they was/were incarcerated in a Correctional Institution before the applicable Presumptive Limitation Period and wish(es) to be considered for an award from the Exceptional Circumstances Fund; or

    b. was/were incarcerated at the Toronto South Detention Centre during the applicable Presumptive Limitation Period,

    the Administrator shall determine the Claimant's eligibility for an award under this ECP.

6. Class Members may be eligible for awards under both the Compensation Protocol and this ECP. Accordingly, this ECP is intended to be administered in tandem with the administration of the Compensation Protocol.

7. If the Administrator requires clarification with respect to the determination of a Claim under this ECP, the Administrator shall seek direction from Class Counsel, who shall consider the question with reference to any analogous provisions of this ECP and/or the Compensation Protocol.

8. Without limiting the generality of sections 6 and 7, the provisions of the Compensation Protocol respecting the Claims Deadline and any extensions thereto apply to this ECP, with necessary modifications.

9. A determination by the Administrator with respect to a Claimant's eligibility under this ECP is final and binding, and there shall be no right of reconsideration, appeal, or review by the Claimant.

C. ALLOCATION OF COMPENSATION

10. Compensation under this ECP is available for Claimants who satisfy the criteria for any of the following categories:

    a. "**Dadzie Exceptional Circumstances Awards**" for Dadzie Class Members who experienced at least one SRL between August 11, 2010 and August 10, 2014 and who meet the eligibility criteria for a Dadzie Exceptional Circumstances Award set out in sections 13 to 21 below;

    b. "**Pre-Limitation Period Exceptional Circumstances Awards**" for Lapple Class Members who experienced at least one SRL between May 30, 2009 and August 14, 2014, and for Dadzie Class Members who experienced at least one SRL between May 30, 2009 and August 10, 2010, and who meet the eligibility criteria for a Pre-Limitation Period Exceptional Circumstances Award set out in sections 22 to 32 below; and

    c. "**TSDC Exceptional Circumstances Awards**" for Claimants incarcerated at the Toronto South Detention Centre who meet the eligibility criteria for a TSDC Exceptional Circumstances Award set out in sections 33 to 35 below.

11. For the purposes of this ECP, the methodology for determining the number of SRLs experienced by a Claimant shall be the same as the methodology described in sections 44-45 of the Compensation Protocol.

12. Subject to the terms of this ECP, where this ECP requires the Administrator to assess a Claimant's entitlement to Basic Recovery and/or Differential Impact, the Administrator shall apply the same methodology used for the Compensation Protocol, with necessary modifications.

a. Dadzie Exceptional Circumstances Awards

13. A Claimant who is a Dadzie Class Member may be eligible for a Dadzie Exceptional Circumstances Award if the Claimant experienced at least 16 SRLs between August 11, 2010 and November 27, 2017, at least some of which occurred on or prior to August 10, 2014.

14. A Claimant who successfully rebuts the applicable Presumptive Limitation Period under the Compensation Protocol is not eligible for a Dadzie Limitatation Period Award with respect to any SRLs that fall within the applicable limitation period for that Claimant as determined under section 90 of the Compensation Protocol.

15. If the Claimant has indicated on his/her/their Claim Form that he/she/they was/were incarcerated in a Correctional Institution before the applicable Presumptive Limitation Period, the Administrator shall consider the Claimant for a Dadzie Exceptional Circumstances Period Award.

16. The Administrator shall determine the quantum of a Dadzie Exceptional Circumstances Period Award as follows:

    a. the Administrator shall determine the total number of SRLs experienced by the Claimant between August 11, 2010 and November 27, 2017;

    b. the Administrator shall determine the compensation that would have been payable under the Basic Recovery Grid and Differential Impact Grid, if applicable, in respect of all SRLs experienced by the Claimant between August 11, 2010 and November 27, 2017, as determined under subsection 16(a);

        i. for the avoidance of ambiguity, if the Claimant experienced fewer than 16 SRLs during the applicable Presumptive Limitation Period, the Administrator shall include any SRLs experienced during that period in determining the quantum of the Dadzie Exceptional Circumstances Award;

    c. the Administrator shall subtract the amount awarded to the Claimant under the Compensation Protocol (if any) from the amount determined in subsection 16(b) (including paragraph 16(b)(i));

    d. the quantum of a Dadzie Exceptional Circumstances Award payable to the Claimant from the Exceptional Circumstances Fund shall be 70% of the amount determined in subsection 16(c).

17. Any Claimant who receives a Serious Harm Award under the Compensation Protocol is only eligible for a Dadzie Exceptional Circumstances Award for Basic Recovery, and not for Differential Impact, under this ECP.

18. A Claimant need not establish legal incapacity or a lack of discoverability to be eligible for a Dadzie Exceptional Circumstances Award.

19. A Claimant's eligibility for a Dadzie Exceptional Circumstances Award is in addition to the Claimant's eligibility, if any, for any award under the Compensation Protocol.

20. For the avoidance of ambiguity, the provisions of this ECP relating to Dadzie Exceptional Circumstances Awards do not enable a Claimant to seek a Serious Harms Award in respect of SRLs experienced between August 11, 2010 and August 10, 2014.

21. Within 200 days after the Claims Deadline, HMKRO shall provide to the Parties and to the Administrator a Claimant Spreadsheet containing the information listed in paragraph 39 of the Compensation Protocol for all Dadzie Exceptional Circumstances Award Claimants.

b. Pre-Limitation Period Exceptional Circumstances Awards

22. A Claimant who successfully rebuts the applicable Presumptive Limitation Period under the Compensation Protocol is not eligible for a Pre-Limitation Period Exceptional Circumstances Award with respect to any SRLs that fall within the applicable limitation period for that Claimant as determined under section 90 of the Compensation Protocol.

23. If the Claimant has indicated on his/her/their Claim Form that he/she/they was/were incarcerated in a Correctional Institution before the applicable Presumptive Limitation Period, the Administrator shall consider the Claimant for a Pre-Limitation Period Exceptional Circumstances Award.

24. Within 200 days after the Claims Deadline, HMKRO shall provide to the Parties and to the Administrator a Claimant Spreadsheet containing the information listed in paragraph 39 of the Compensation Protocol for all Pre-Limitation Period Exceptional Circumstances Award Claimants.

25. The Administrator shall determine the total number of SRLs experienced by the Claimant within the following periods ("**Pre-Limitation Periods**"):

    a. for a Lapple Class Member, between May 30, 2009 and August 14, 2014; and

    b. for a Dadzie Class Member, between May 30, 2009 and August 10, 2010.

26. If the Claimant experienced 101 or more SRLs during the applicable Pre-Limitation Period, the Claimant's Pre-Limitation Period Exceptional Circumstances Award shall be:

	101-150 SRLs	**151-200 SRLs**	**201+ SRLs**
Basic Recovery Only	$3,300	$4,500	$5,600
Basic Recovery and Differential Impact (if applicable)	$5,100	$6,900	$8,600

27. A Claimant's eligibility for a Pre-Limitation Period Exceptional Circumstances Award for Differential Impact is determined in the same manner as a Claimant's eligibility for a Differential Impact Award under section 57 of the Compensation Protocol.

28. Any Claimant who receives a Serious Harm Award under the Compensation Protocol is only eligible for a Pre-Limitation Period Exceptional Circumstances Award for Basic Recovery, and not for Differential Impact, under this ECP.

29. Any Claimant who is not eligible for a Pre-Limitation Period Exceptional Circumstances Award under section 25, but who (i) experienced 101 or more SRLs during the Class Period; and (ii) was approved for an award under the Compensation Protocol that is less than the amount for which he/she/they would have been eligible under the grid in section 26 had all of his/her/their SRLs occurred before the applicable Presumptive Limitation Period, is eligible for a Pre-Limitation Period Exceptional Circumstances Award equal to the difference between the amount the Claimant was awarded under the Compensation Protocol and the amount for which he/she/they would have been eligible under the grid in section 26 had all of his/her/their SRLs occurred before the applicable Presumptive Limitation Period.

30. A Claimant need not establish legal incapacity or a lack of discoverability to be eligible for a Pre-Limitation Period Exceptional Circumstances Award.

31. A Claimant's eligibility for a Pre-Limitation Period Exceptional Circumstances Award is in addition to the Claimant's eligibility, if any, for any award under the Compensation Protocol.

32. For the avoidance of ambiguity, the provisions of this ECP relating to Pre-Limitation Period Exceptional Circumstances Awards do not enable a Claimant to seek a Serious Harms Award in respect of SRLs experienced before the Presumptive Limitation Period.

c. TSDC Exceptional Circumstances Awards

33. A Claimant must have experienced at least 16 SRLs during the applicable Presumptive Limitation Period to be eligible for a TSDC Exceptional Circumstances Award.

34. If the Claimant Spreadsheet indicates that, during the applicable Presumptive Limitation Period, a Claimant was incarcerated at the Toronto South Detention Centre for at least six months and less than one year, cumulatively, the Claimant is eligible for a TSDC Exceptional Circumstances Award of $1,500.

35. If the Claimant Spreadsheet indicates that, during the applicable Presumptive Limitation Period, a Claimant was incarcerated at the Toronto South Detention Centre one year or more, cumulatively, the Claimant is eligible for a TSDC Exceptional Circumstances Award of $2,500.

D. Distribution of the Exceptional Circumstances Fund

36. The Exceptional Circumstances Fund shall be distributed as follows:

a. first, to pay Class Counsel Fees on the Exceptional Circumstances Fund;

b. second, to pay ECF Administration Costs;

c. third, to pay the levy to the Class Proceedings Fund pursuant to *Class Proceedings*, O Reg 771/92;

d. fourth, to pay awards to Claimants approved for compensation under Part C of this ECP;

e. fifth, if there are funds remaining after steps 1-4, to be paid *cy-près* to (1) the John Howard Society of Ontario, and (2) Elizabeth Fry Societies in Ontario.

37. If there are insufficient funds remaining in the Exceptional Circumstances Fund to pay all awards determined under Part C of this ECP, each award shall be reduced such that the amount paid to Class Members does not exceed the funds remaining in the Exceptional Circumstances Fund, in the following manner:

    a. first, if the value of all TSDC Exceptional Circumstances Awards determined by the Administrator exceeds 30% of the value of all awards determined under Part C of this ECP, all TSDC Exceptional Circumstances Awards shall be reduced *pro rata*, such that the total value of all TSDC Exceptional Circumstances Awards does not exceed 30% of the total value of all awards to be distributed to Class Members from the Exceptional Circumstances Fund; and

    b. second, if it remains the case that there are insufficient funds in the Exceptional Circumstances Fund to pay all awards determined under Part C of this ECP, following any reduction of TSDC Exceptional Circumstances Awards under subsection 37(a), all such awards shall be reduced *pro rata* (with TSDC Exceptional Circumstances Awards further reduced) such that the total amount to be paid to Class Members does not exceed the funds remaining in the Exceptional Circumstances Fund.

38. As soon as possible following the Claims Deadline, and upon request of any of the Parties prior to that, the Administrator shall provide the Parties with an accounting of all ECF Administration Costs.

39. Within thirty (30) days of the completion of the adjudication of all Claims under this ECP, the Administrator shall advise the Parties of:

    a. the ECF Administration Costs incurred from the Claims Deadline to the current date;

    b. the ECF Administration Costs expected to be incurred from the current date to the completion of the administration of the ECP;

    c. the details of Claims approved under Part C of this ECP, including:

i. the Basic Recovery and Differential Impact amounts determined for each Claimant approved for a Dadzie Exceptional Circumstances Award and/or a Pre-Limitation Period Award;

ii. the total quantum of Basic Recovery and Differential Impact amounts determined for all Claimants approved for a Dadzie Exceptional Circumstances Award and/or a Pre-Limitation Period Award; and

iii. the total CPF Levy payable from the Exceptional Circumstances Fund; and

d. the extent and details of any *pro rata* reductions to satisfy the conditions in section 37 (the "**Final ECP Report**").

40. Where applicable, the Administrator shall pay any amounts awarded under this ECP together with, and in the same manner as, the payment to a Claimant for any amounts awarded under the Compensation Protocol.

41. For Claimants who have only been approved for awards under this ECP, the Administrator shall issue payments by cheque or direct deposit at the same time that payments are issued to other Claimants under the Compensation Protocol.

42. For Claimants who have only been approved for awards under this ECP, at the time referred to in section 102 of the Compensation Protocol, the Administrator shall:

a. provide the Parties with a list of such Claimants who have not cashed their compensation cheques and/or received their direct deposit;

b. request that Class Counsel verify such Claimant's contact information and, if Class Counsel cannot verify the information, verify the last-known contact information with HMKRO as reflected in OTIS and/or with the AGC; and

c. send each such Claimant a further letter (copied to Class Counsel) and attempt to contact the Claimant by telephone advising him/her/them that he/she/they has/have ninety (90) days to cash the compensation cheque and/or to complete the direct deposit.

43. With respect to any amounts approved under this ECP:

a. the Administrator may issue a new cheque or allow a direct deposit to be redirected at the request of a Claimant approved for an award under this ECP; and

b. if a cheque is not cashed by a Claimant or the direct deposit is not completed as directed by a Claimant six (6) months after the date of the cheque or the deposit, the amounts awarded under the ECP shall be returned to the Exceptional Circumstances Fund.

44. Upon the completion of all payments and/or the expiry of the time referred to in subsection 43(b), the Administrator shall report to the Parties on the amount of uncashed and undeposited funds, if any, in the Exceptional Circumstances Fund. Any such funds shall be distributed *cy-près* to (1) the John Howard Society of Ontario, and (2) Elizabeth Fry Societies in Ontario.