

C A N A D A

SUPERIOR COURT  
(Class Action)

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

S.C.M.: 500-06-001060-207

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BARBARA SCHNEIDER, *ès qualité*  
liquidator of the estate of **MARY**  
**SCHNEIDER (NÉE KAPLAN)**

Plaintiff

v.

**CENTRE D'HÉBERGEMENT ET DE**  
**SOINS DE LONGUE DURÉE HERRON**  
**INC.**

and

**2033770 ONTARIO INC.**

and

**KATASA GROUP INC.**

and

**KATASA DEVELOPMENT INC.**

Defendants

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**SETTLEMENT AGREEMENT, TRANSACTION, RELEASE AND DISCHARGE**

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**I. PREAMBLE**

1. **WHEREAS** Plaintiff Barbara Schneider, on April 16, 2020, filed an Application for authorization to institute a Class action bearing the Court number **500-06-001060-207** against Centre d'hébergement et de soins de longue durée Herron Inc., 2033770 Ontario Inc., Katasa Group Inc., and Katasa Development Inc. (hereinafter, the "**Defendants**"), which was amended on April 17, 2020 and re-amended on February 10, 2021 (hereinafter, the "**Application for authorization**");
2. **WHEREAS** the Class subject to the Application for authorization has been described as follows:

"All individuals resident in the CHSLD Herron at any time from March 13, 2020 to May 31, 2020 ("**Residents**"), estates of any such Residents who passed away between March 13, 2020 and May 31, 2020 ("**Estates**"), as well as the surviving spouses and children of Residents who passed away between March 13, 2020 and May 31, 2020 ("**Family Members**");

3. **WHEREAS** the Application for authorization addresses the health care and services provided to the Residents of CHSLD Herron following the declaration of a state of health emergency in accordance with section 118 of Québec's *Public Health Act*, on March 13, 2020;
4. **WHEREAS** in accordance with section 106 of the *Public Health Act*, the CHSLD Herron was placed under tutorship by the CIUSSS West Island of Montreal;
5. **WHEREAS** the CHSLD Herron has since ceased its operations;
6. **WHEREAS** on January 26, 2021, before the Application for Authorization was heard, the Parties, without admission of liability whatsoever and in view of avoiding substantial delays and expenses, reached a settlement agreement in complete and definitive resolution of the Class action and the claims of Class members;
7. **WHEREAS** the Parties have negotiated the present Settlement Agreement, Transaction, Release and Discharge (the "**Settlement Agreement**"), which is subject to approval by the Court;
8. **WHEREAS** the Parties have negotiated this Settlement Agreement in good faith and in the best interests of the Class members;

**SUBJECT TO APPROVAL BY THE COURT IN ACCORDANCE WITH SECTION 590 OF THE CODE OF CIVIL PROCEDURE (THE "C.C.P."), THE PARTIES HAVE AGREED AS FOLLOWS:**

9. The Preamble above forms an integral part of this Settlement Agreement;
10. The Defendants agree to the authorization of the Class action for the sole purpose of approving this Settlement Agreement. It is understood that such consent is given without any admission of liability whatsoever;

**II. PAYMENT OF THE SETTLEMENT FUND**

11. Upon approval of the Settlement Agreement by the Court, the Defendants shall pay a global sum, by way of collective recovery, of **five million five hundred thousand Canadian dollars (\$ CAD 5,500,000)** in capital, interest, costs and additional indemnity (the "**Settlement Funds**"), in complete total, final and definitive resolution of all damages alleged by Class members, as well as of any and all past, present, future, known and unknown actions, demands, claims, recourses, remedies, and rights in connection with the facts and circumstances alleged in the Application for Authorization filed in case file **500-06-001060-207** and the exhibits attached thereto;
12. The Settlement Funds shall be paid according to the following terms, conditions, and requirements:

- a) In accordance with section 590 C.C.P., Class Counsel will prepare an Application to the Court to:
- i. Authorize the Class action for the purpose of approving the Settlement Agreement;
  - ii. Authorize the administration process for submitting claims by Class members, including the categories of claims and compensation parameters;
  - iii. Set the deadline by which members of the Class may exclude themselves from the proceedings in accordance with section 580 C.C.P. at thirty (30) days following the date of publication of the Notice of Approval of the Class action for the purpose of approving the Settlement Agreement;
  - iv. Appoint Plaintiff Barbara Schneider as Class representative and authorize her to grant a release and discharge to the Defendants in accordance with the paragraph 31 below;
  - v. Appoint Collectiva as the administrator of the claims filed by Class members (the “**Claims Administrator**”);
  - vi. Approve the professional fees of Class Counsel (the “**Professional Fees**”), on which the Defendants shall take no position;
- b) Within fifteen (15) days of the date on which the judgment of the Court approving the Settlement Agreement acquires the status of a final judgment, the Defendants shall transfer the Settlement Funds to the Claims Administrator by means of a cheque or wire transfer made out to same. In that respect, the Claims Administrator shall open an account with a chartered Canadian bank bearing daily interest;
- c) Upon receipt of the Settlement Funds, the Claims Administrator shall provide the Defendants with a receipt confirming the transfer of same;
- d) The Claims Administrator shall withdraw from the Settlement Funds and transfer to Class Counsel an amount representing the Professional Fees approved by the Court, by cheque or wire transfer made out to Kugler Kandestin LLP;
- e) The Settlement Funds less the Professional Fees approved by the Court will represent the “**Net Settlement Funds**”;
- f) The Claims Administrator shall distribute the Net Settlement Funds in accordance with paragraphs 16-27 below;

### III. NOTICE TO MEMBERS

13. In addition to the Settlement Funds, the Defendants shall pay the costs associated with the publication of the Notices to Class members in accordance with section 590 C.C.P., namely:
  - a) A first notice informing the Class members of the date, time, and location of the hearing on the approval of the Settlement Agreement, the nature and scope of said agreement, and their right to make representations;
  - b) A second notice informing the Class members of the judgment of the Court approving the Settlement Agreement, their right to submit a claim, and the procedure and deadline to do so;
14. The Notices to members discussed above will be published:
  - a) In English, in *The Gazette*;
  - b) In French, in the *Journal de Montréal*;
15. Class Counsel will petition the Court to obtain a list of the individuals who resided at the CHSLD Herron between March 13, 2020 and May 31, 2020, in order to communicate information about the Settlement Agreement to the appropriate legal representatives or points of contact of said Residents;

### IV. ADMINISTRATION PROCESS OF THE CLAIMS

16. The process to administer the claims submitted by Class members, the determination of the categories of compensation and parameters of compensation (the “**Administration Process**”) are stipulated in **APPENDIX 1** hereof;
17. Collectiva is the Claims Administrator the Parties have appointed by mutual accord;
18. In order to be eligible for compensation under the Settlement Agreement, Class members must submit a claim to the Claims Administrator no later than **six (6) months** after the publication of the Notice informing Class members of the judgment approving the Settlement Agreement, i.e. **no later than November 17, 2021, at 4:30 PM**, (the “**Claim Deadline**”). **Said delay set forth is one of forfeiture, and any and all claims filed after the expiration of the Claim Deadline will automatically be rejected;**
19. In order to submit their claim, Class members must fill out and sign the Claim Form included in **APPENDIX 2** hereof, and attach to said form all required supporting documents. **All the information and formalities on how to submit a claim and the contact information of the Claims Administrator can be found in APPENDIX 2;**

20. The Claims Administrator is solely responsible for determining the admissibility of the Class members' claims and for determining their category of compensation in accordance with the Administration Process;
21. The categories of compensation are as follows:
  - a) **Category 1:** The Estate of a Resident of the CHSLD Herron who passed away at any given time between March 13, 2020 and May 31, 2020 ("**Deceased Resident**");
  - b) **Category 2:** Surviving spouse of a Deceased Resident;
  - c) **Category 3:** Surviving child of a Deceased Resident;
  - d) **Category 4:** Surviving Resident who resided at the Herron CHSLD at any given time between March 13, 2020 and May 31, 2020.
22. All decisions by the Claims Administrator shall be final, binding, and not subject to appeal;
23. Subject to a Court order that will be sought to this effect and subject to the Court granting it, the Claims Administrator shall benefit from a full public law immunity in the course and exercise of its duties. The Parties may not in any way be held liable for the manner in which the Claims Administrator fulfils its mandate;
24. The Parties hereby acknowledge the Claims Administrator's complete independence in its decisions and in the Administration Process, without prejudice to the rights of Class members and their attorneys to make necessary representations, as the case may be, in accordance with the provisions of this Settlement Agreement. The Defendants have no right to contest the claims of Class members;
25. In addition to the Settlement Funds, the Defendants shall pay the professional fees and the costs of the Claims Administrator for the performance of its mandate. The Claims Administrator shall submit its statement of account for payment directly to the Defendants;
26. Any and all information disclosed to the Claims Administrator by Class members or Class Counsel shall be used solely for the purposes of the Administration Process. Any and all information pertaining to Class members shall be kept strictly confidential by the Claims Administrator;
27. At the closing of the Administration Process, the Claims Administrator shall file in the Court record a report of its administration, detailing the manner in which the Net Settlement Funds were distributed and containing the following information:

- a) The number of claimants whose claims have been approved for each category of compensation;
- b) The amount allocated to each category of compensation;

## V. THE OPT-OUT PROCESS

- 28. A Class member may, in accordance with section 580 C.C.P., opt-out of the Class action in the manner described in paragraph 29 below, so that he or she will not have the right to benefit from this Settlement Agreement;
- 29. The Class member who wishes to opt-out from the Class action must, before the expiry of the thirty (30)-day exclusion deadline set forth in the judgment approving the Settlement Agreement, namely **no later than June 17, 2021 at 4:30 PM**, file with the clerk of the Superior Court of the district of Montreal in the file bearing Court number 500-06-001060-207, a written document stating the following:
  - a) His or her name and contact information; and
  - b) A signed statement specifying (i) that he or she has decided to opt-out of the Class action and the Settlement Agreement; (ii) the category or categories he or she belongs to, (iii) the reasons for opting-out; (iv) whether he or she has retained the services of a lawyer and, if so, the name of said lawyer;
- 30. Class members who have not exercised their right to opt-out in the manner described in paragraph 29 hereof will irrevocably be deemed to have decided to participate in the Settlement Agreement of the Class action and they will be legally bound by any decision, judgment, ruling, or order related to it;
- 31. In the event where more than fifteen (15) Estates of Deceased Residents (**Category 1**) exclude themselves from the Settlement Agreement, the Defendants may unilaterally decide to annul the settlement by sending to Class Counsel a written notice to that effect within fifteen (15) days of the expiry of the opt-out deadline;

## VI. RELEASE AND DISCHARGE

- 32. In consideration for the payment of the Settlement Funds, the costs of publication of the notices, and the costs and professional fees of the Claims Administrator, Plaintiff Barbara Schneider gives, on behalf of all Class members who did not opt-out in the manner prescribed in paragraph 29 above, a total, complete, final, and definitive release and discharge to the Defendants and their affiliates, related companies, members, employees, agents, representatives, administrators, officers, directors, employees, shareholders, successors, heirs, and insurers in regards to any and all past, present, future, known, and unknown actions,

recourses, remedies, demands, claims, harms, damages and rights in connection with the facts and circumstances alleged in the Application for Authorization filed in case file 500-06-001060-207 and the exhibits attached thereto;

## **VII. BINDING AND ENFORCEABLE EFFECT OF THE SETTLEMENT AGREEMENT**

33. The Settlement Agreement shall be enforceable from the time the judgment of the Court approving it will have acquired the status of final judgment;
34. Once the Settlement Agreement has been approved by the Court and after the Settlement Funds have been paid by the Defendants within the prescribed deadline, the Settlement Agreement shall bind each and every Class member who did not opt-out of the Class action in accordance with section 580 C.C.P.;
35. The Settlement Agreement and its Appendices form an indivisible whole and shall have the same effect as a transaction concluded under article 2631 and following of the *Civil Code of Quebec*;
36. The Parties have negotiated the Settlement Agreement in good faith, and for the sole purposes of putting an end to the Class action process, the litigation opposing them and avoiding substantial delays and costs;
37. The payment of the Settlement Funds by the Defendants can in no way be interpreted as an acknowledgement or admission of the veracity of the allegations made by the Class members or of the conclusions reached by the Claims Administrator;
38. The Parties hereby agree that Justice Donald Bisson, J.S.C., or any other judge of the Superior Court designated by the Chief Justice, will remain seized of the file for any question that could arise throughout the execution of the Settlement Agreement or the Administration Process, until such time as the Claims Administrator files the report referred to in paragraph 27 hereof;
39. Should the Court refuse to approve the Settlement Agreement, with the exclusion of the Professional Fees of Class Counsel, it shall be deemed null and void, and the Parties will be placed back in the same legal situation as that prevailing prior to the conclusion of the agreement, and they will be unable to invoke the Settlement Agreement in the course of the litigation that will continue to oppose them;

## **VIII. INTERPRETATION**

40. This Settlement Agreement is governed by the laws of Quebec and Canada;

**IX. CONFIDENTIALITY**

41. Until the filing of the application referred to in paragraph 12 here, the Parties shall keep strictly confidential the terms and conditions of the Settlement Agreement, and shall refrain from disclosing them in any way without the consent of the Defendants' counsels and Class Counsel;

**IN WITNESS WHEREOF**, the Parties have signed:

Montreal, March 29, 2021

Gatineau, March 28, 2021

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**PLAINTIFF AND CLASS  
REPRESENTATIVE  
BARBARA SCHNEIDER**

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**DEFENDANT  
CENTRE D'HÉBERGEMENT ET DE SOINS  
DE LONGUE DURÉE HERRON INC.**

Gatineau, March 28, 2021

Gatineau, March 28, 2021

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**DEFENDANT  
KATASA GROUP INC.**

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**DEFENDANT  
KATASA DEVELOPMENT INC.**

Gatineau, March 28, 2021

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**DEFENDANT  
2033770 ONTARIO INC.**



## APPENDIX 1

### CLAIMS ADMINISTRATION PROCESS AND COMPENSATION PARAMETERS

Class action CHSLD Herron

Superior Court of Quebec: 500-06-001060-207

#### I. WHO MAY MAKE A CLAIM UNDER THE SETTLEMENT AGREEMENT?

1. The Class members who are concerned by the Class action are defined as follows:

“All individuals resident in the CHSLD Herron at any time from March 13, 2020 to May 31, 2020 (“**Residents**”), estates of any such Residents who passed away between March 13, 2020 and May 31, 2020 (“**Estates**”), as well as the surviving spouses and children of Residents who passed away between March 13, 2020 and May 31, 2020” (“**Family Members**”);

2. The term “**Resident**” refers to an individual who, at any given time between March 13, 2020 and May 31, 2020, resided at the CHSLD Herron in accordance with the terms of an “Occupancy Agreement”;

3. The term “**Deceased Resident**” refers to a Resident of the CHSLD Herron who passed away between March 13, 2020 and May 31, 2020;

4. The term “**Estate**” refers to the estate of a Resident in accordance to:

a) a notarial will, a holograph will, or a will made before witnesses; or

b) in the case of a Resident who passed away without a will, sections 666 to 683 of the *Civil Code of Quebec* which deal with the legal devolution of estates;

5. The term “**Spouse**” refers to the individual who survives the Deceased Resident and with whom they formed a couple, either by:

a) marriage;

b) civil union;

c) common law partnership that had been ongoing for at least three (3) years prior to March 13, 2020;

6. The term “**Child**” refers to a first-degree surviving descendant of a Deceased Resident, namely the latter’s son or daughter (whether they are related by blood or adoption);
7. If an individual ceased residing at the CHSLD Herron before March 13, 2020 or if an individual was admitted at CHSLD Herron after May 31, 2020, he or she is not eligible for compensation under the Settlement Agreement;
8. For the purpose of determining the compensation, Class members will fall into the following Categories:

- a) **Category 1**: Estate of a Resident who passed away at any time between March 13, 2020 and May 31, 2020

Category 1 compensates the alleged personal harm a Resident suffered before he or she passed away. All amounts paid are part of the deceased’s patrimony and are passed on to his or her Estate;

- b) **Category 2**: Surviving Spouse of a Deceased Resident

Category 2 compensates the alleged personal harm suffered by the Spouse resulting from the death of the Deceased Resident;

- c) **Category 3**: Surviving Child of a Deceased Resident

Category 3 compensates the alleged personal harm suffered by a Child resulting from the death of the Deceased Resident;

- d) **Category 4**: Surviving Resident who resided at the CHSLD Herron at any time between March 13, 2020 and May 31, 2020

Category 4 compensates the alleged personal harm suffered by a Resident who was alive between March 13, 2020 and May 31, 2020;

## **II. WHAT IS THE COMPENSATION ACCORDING TO EACH CATEGORY?**

9. The amount of compensation per each Category will only be known once all the claims will have been decided by the Claims Administrator. It is only at that time that the Claims Administrator will know 1) how many claims have been approved and 2) how many claimants belong to each Category of compensation;
10. The Net Settlement Funds will be distributed among the Class members who will have submitted a claim deemed valid by the Claims Administrator, in the following proportions:

- a) The compensation awarded to the Estate of a Deceased Resident (**Category 1**) shall serve as the basis for the determination of the compensation under Categories 2, 3, and 4;
  - b) A Surviving Spouse (**Category 2**) shall be paid the equivalent of 66.67%<sup>1</sup> of the compensation awarded to the Estate of a Deceased Resident (**Category 1**);
  - c) A Surviving Child (**Category 3**) shall be paid the equivalent of 33.33%<sup>2</sup> of the compensation awarded to the Estate of a Deceased Resident (**Category 1**);
  - d) A Surviving Resident (**Category 4**) shall be paid the equivalent of 73%<sup>3</sup> of the compensation awarded to the Estate of a Deceased resident (**Category 1**);
11. **For example and for illustration purposes only**, assuming that each Estate of a Deceased Resident (Category 1) is awarded \$35,000, then each Surviving Spouse (Category 2) would receive \$23,333, each Surviving Child (Category 3) would receive \$11,666, and each Surviving Resident (Category 4) would receive \$25,666;
  12. The maximum gross amount that an Estate of a Deceased Resident (Category 1) may be awarded is \$40,000. Depending on the number of Class members who file a valid claim, this amount may be inferior;
  13. If there is a remaining balance after the distribution of the Net Settlement Funds by the Claims Administrator in accordance with the Settlement Agreement, the Fonds d'aide aux actions collectives may deduct from said remaining balance the percentage set forth in the *Act respecting the Fonds d'aide aux actions collectives* (RLRQ c F-3.2.0.1.1) and the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*;
  14. If there is a remaining balance after deduction of the aforementioned percentage to the Fonds d'aide aux actions collectives, the Parties may petition the Court and make representations regarding the allocation of the remaining balance to a third-party organization;

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<sup>1</sup> Please note that the exact percentage, because it is calculated using a mathematical formula, contains decimals.

<sup>2</sup> *Ibid*, Note 1.

<sup>3</sup> *Ibid*, Note 1.

### III. HOW TO SUBMIT A CLAIM?

15. To be eligible for compensation under the Settlement Agreement, Class members must submit a claim to the Claims Administrator **no later than November 17, 2021, at 4:30 PM.** **The deadline set forth in this section is one of forfeiture and all claims filed after the Claim Deadline has expired will automatically be rejected;**
16. Class members must file a valid claim by filling out and signing the Claim Form found at **APPENDIX 2**, and attaching all required supporting documents;
17. The Claim Form and all documents submitted in its support must be sent to the Claims Administrator either by email, fax or standard mail (attesting the date it was sent), at the following coordinates:

#### **Collectiva**

Standard mail : 2170 blvd. René-Lévesque West  
Unit 200  
Montreal (Quebec) H3H 2T8

or

Fax: 514-287-1617

or

Email : [chsldherron@collectiva.ca](mailto:chsldherron@collectiva.ca)

18. If an individual happens to be the liquidator of the Estate of a Deceased Resident as well as a Surviving Spouse or a Surviving Child, he or she must submit one distinct Claim Form for each Category of compensation, e.g., a Claim Form for Category 1 and a separate Claim Form for Category 2 or 3, as the case may be;
19. If a Deceased Resident is survived by more than one Child, each Child must submit his or her own Claim Form. A Surviving Child may not file a joint Claim Form on behalf of his or her brothers and/or sisters;
20. If a Resident was alive between March 13, 2020 and May 31, 2020, but passed away after the period covered by the Class action (which ends on May 31, 2020), the liquidator of their Estate may seek compensation by filing a Claim Form under Category 4. His or her surviving spouse or surviving children are not, however, eligible to seek compensation by filing a claim under Category 2 or 3;
21. The supporting documents a Class member must submit with their Claim Form depends on the Category for which the claim is filed:

22. **Category 1**: Estate of a Deceased Resident:

- a) A copy of the Deceased Resident's death certificate;
- b) A copy of the occupancy agreement of the Deceased Resident with the CHSLD Herron;
- c) A copy of the search conducted with the Register of Wills and Mandates of the Barreau du Québec;
- d) A copy of the search conducted with the Register of Testamentary Dispositions of the Chambre des Notaires du Québec;
- e) Proof that the claimant is the liquidator of the Estate, namely:
  - i. In the case of a notarial will: a copy of the will appointing the claimant as liquidator;
  - ii. In the case of a holograph will or of a will made before witnesses: a copy of the will, the court order according to which the will was verified, and the claimant's registration as liquidator with the Register of Personal and Movable Real Rights;
  - iii. In the case of an estate managed *ab intestat* (i.e. without a will): the registration of the liquidator's appointment with the Register of Personal and Movable Real Rights, as well as the declaration of transmission due to death;
- f) A copy of a document which proves the identity of the liquidator (such as a driver's license, a health insurance card, or a passport);

23. **Category 2**: Surviving Spouse :

- a) A copy of the Deceased Resident's death certificate;
- b) A copy of a document which proves the identity of the Surviving Spouse (such as a driver's license, a health insurance card, or a passport);
- c) A copy of the marriage certificate, civil union certificate, or any other document evidencing the claimant's relationship with the Deceased Resident;
- d) In the event where the claimant was the Deceased Resident's common law partner, documentary evidence that both individuals had been living as a couple for at least three (3) years prior to the Deceased Resident's passing;

24. **Category 3:** Surviving Child :
- a) A copy of the Deceased Resident's death certificate;
  - b) The copy of a document which proves the identity of the Surviving Child (such as a driver's license, a health insurance card, or a passport);
  - c) A copy of the Child's birth or adoption certificate (which clearly mentions the names of their mother and father).
25. **Category 4:** Surviving Resident who resided at the CHSLD Herron between March 13, 2020 and May 31, 2020:
- a) A copy of the occupancy agreement of the Resident with the CHSLD Herron;
  - b) If the Resident is subject to protective supervision: a copy of the notarized mandate given in anticipation of incapacity or of the court order appointing the claimant as legal representative;
  - c) If the Resident is subject to protective supervision: a copy of a document which proves the identify of his or her legal representative (such as a driver's license, a health insurance card, or a passport);
  - d) If the Resident passed away after the period covered by the Class action (which ends on May 31, 2020), the liquidator of his or her Estate may seek compensation by filing a claim under Category 4 and providing the documents listed in subsections 22 a), c), d), e), and f);

#### **IV. WHO DETERMINES WHETHER OR NOT A CLAIM IS VALID?**

26. As stipulated in paragraph 20 of the Settlement Agreement, the Claims Administrator is solely responsible for determining which claims are admissible and the determination of the Category of compensation;
27. Within thirty (30) days of receipt of a Claim Form and supporting documentation, the Claims Administrator shall issue a written decision indicating whether the claim has been approved or rejected and under which Category of compensation (the "**Administrator's Decision**");
28. In the event a Class member incorrectly fills out a Claim Form or fails to submit the required documents:
- a) The Claims Administrator shall, in writing, inform the Class member that he or she must rectify the situation within thirty (30) days, failing which his or her claim shall be rejected;

b) The Claims Administrator, within thirty (30) days of receipt of the Class member's corrected Claim Form and/or missing documentation, shall issue the Administrator's Decision;

29. The Administrator's Decision shall be final, enforceable, and non-appealable.

**V. WHEN WILL PAYMENT BE MADE?**

30. As stipulated in paragraph 9 of this Appendix, the amount of the compensation payable under each Category will only be known once all claims have been received and decided by the Claims Administrator. At that moment, the Claims Administrator will know how many claims have been approved and how many claimants belong in each Category of compensation, and be able to distribute the Net Settlement Funds in accordance with paragraphs 9 to 13 of this Appendix;

31. The Claims Administrator will have sixty (60) days from the Claim Deadline, namely until January 17, 2022, to send a settlement cheque to each Class member who submitted a valid claim, according to the Category of compensation determined in the Administrator's Decision;

32. The Claims Administrator will have sixty (60) days from the Claim Deadline, namely until January 17, 2022, to file in the Court record a report of its administration, detailing the way the Net Settlement Funds were distributed. The report shall contain the following information:

a) The number of claimants whose claims have been approved for each Category of compensation;

b) The amount allocated to each Category of compensation;

33. All settlement compensation will be calculated and paid in Canadian dollars.

**APPENDIX 2**  
**CLAIM FORM**

**Class Action CHSLD Herron**

This form, as well as all supporting documents, must be filled out and submitted to Collectiva (the Claims Administrator) **no later than November 17, 2021 at 4:30 PM**, by way of email, fax or standard mail (attesting the date on which it was sent) to the following coordinates:

**Collectiva**

Standard mail: 2170 blvd. René-Lévesque West  
Unit 200  
Montreal (Quebec) H3H 2T8

or

Fax: 514-287-1617

or

Email: [chsldherron@collectiva.ca](mailto:chsldherron@collectiva.ca)

**FAILURE TO SUBMIT THIS FORM BY THE PRESCRIBED DEADLINE**  
**ABOVE WILL RESULT IN YOUR CLAIM BEING AUTOMATICALLY**  
**REJECTED.**

Please specify under which Category you are submitting a claim:

- Category 1:** I am the liquidator of the Estate of a Resident of the CHSLD Herron who passed away between March 13, 2020 and May 31, 2020.
- Category 2:** I am the Surviving Spouse of a Resident of the CHSLD Herron who passed away between March 13, 2020 and May 31, 2020.
- Category 3:** I am the Surviving Child of a Resident of the CHSLD Herron who passed away between March 13, 2020 and May 31, 2020.
- Category 4:** I resided at the CHSLD Herron between March 13, 2020 and May 31, 2020, or I am the legal representative of such a Resident.

**Note** : If you happen to be the liquidator of the Estate of a Deceased Resident, as well as the Surviving Spouse or a Surviving Child, you must submit one distinct Claim Form for each Category of compensation.



**Section A: Information about the claimant**

\_\_\_\_\_  
First name

\_\_\_\_\_  
Middle name

\_\_\_\_\_  
Last name

\_\_\_\_\_  
Date of birth (mm/dd/yyyy)

Gender:     Male     Female

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province/State

\_\_\_\_\_  
Postal code

\_\_\_\_\_  
Phone number (daytime)

\_\_\_\_\_  
Mobile phone number

\_\_\_\_\_  
E-mail address

Should your claim be approved, a cheque will be mailed at the address mentioned above.  
If you wish to receive payment at another address, please write it down below:

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province/State

\_\_\_\_\_  
Postal code

\_\_\_\_\_

## Section B: Information and documents in support of the claim

Only fill out the Category for which you are filing a claim.

### **CATEGORY 1: ESTATE OF A DECEASED RESIDENT**

Did the deceased individual reside at the CHSLD Herron between March 13, 2020 and May 31, 2020?  Yes  No

What is the name of the deceased Resident? \_\_\_\_\_

What is the date of the Resident's death? \_\_\_\_\_

Are you the appointed liquidator of the Estate?  Yes  No

Please confirm (by checking the relevant boxes) that you have appended to your claim the following documents:

- A copy of the Resident's death certificate;
- A copy of the occupancy agreement of the Resident with the CHSLD Herron;
- A copy of the search conducted with the Register of Wills and Mandates of the Barreau du Québec;
- A copy of the search conducted with the Register of Testamentary Dispositions of the Chambre des Notaires du Québec;
- Evidence confirming that you are the liquidator of the Estate, namely:
  - i. In the case of a notarized will: a copy of the will appointing you as liquidator;
  - ii. In the case of a holographic will or a will made before witnesses: a copy of the will, the court order according to which the will was verified, and your registration as liquidator with the Register of Personal and Movable Real Rights;
  - iii. In the case of an estate managed *ab intestat* (i.e. without a will): the registration of the liquidator's appointment with the Register of Personal and Movable Real Rights, as well as the declaration of transmission due to death;
- A copy of a document which proves your identity (such as your driver's license, your health insurance card, or your passport).

*Only fill out the Category for which you are filing a claim.*

**CATEGORY 2: SURVIVING SPOUSE OF A DECEASED RESIDENT**

Did the deceased individual reside at the CHSLD Herron between March 13, 2020 and May 31, 2020?  Yes  No

What is the name of the deceased Resident? \_\_\_\_\_

What is the date of the Resident's passing? \_\_\_\_\_

Were you the Resident's spouse, civil union partner, or common law partner at the time of the Resident's passing?  Yes  No

Please confirm (by checking the relevant boxes) that you have appended to your claim one or more of the following documents:

- A copy of the Resident's death certificate;
- A copy of a document proving your identity (such as your driver's license, your health insurance card, or your passport);
- A copy of the marriage certificate, civil union certificate, or any other document evidencing your status as the Resident's spouse;
- In the event where you were the Resident's common law partner, documentary evidence that the both of you had been living as a couple for at least three (3) years prior to their passing.

*Only fill out the Category for which you are filing a claim.*

**CATEGORY 3: SURVIVING CHILD OF A DECEASED RESIDENT**

Did the deceased individual reside at the CHSLD Herron between March 13, 2020 and May 31, 2020?       Yes     No

What is the name of the deceased Resident? \_\_\_\_\_

What is the date did of the Resident's passing? \_\_\_\_\_

Are you either the son or the daughter of the deceased Resident?     Yes     No

Please confirm (by checking the relevant boxes) that you have appended to your claim the following documents:

- A copy of the Resident's death certificate;
- A copy of a document which proves your identity (such as your driver's license, your health insurance card, or your passport);
- A copy of your birth or adoption certificate, which mentions the names of your mother and father.

*Only fill out the Category for which you are filing a claim.*

**CATEGORY 4: SURVIVING RESIDENT**

Did the individual reside at the CHSLD Herron at any time between March 13, 2020 and May 31, 2020?       Yes       No

What is the Resident's name? \_\_\_\_\_

Is the Resident subject to protective supervision?       Yes       No

If so, what is the name of the legal representative in charge of the protective supervision?

\_\_\_\_\_

Please confirm (by checking the relevant boxes) that you have appended to your claim the following documents:

- A copy of the occupancy agreement of the Resident with the CHSLD Herron;
- If the surviving Resident is subject to protective supervision: a copy of the notarized mandate given in case of incapacity or of the court order appointing his/her legal representative;
- If the surviving Resident is subject to protective supervision: a copy of a document proving the identity of the surviving Resident's legal representative (such as driver's license, your health insurance card, or your passport).
- If the Resident passed away **after** the period covered by the Class action (which ends on May 31, 2020), the liquidator of the Estate may claim compensation under Category 4 by also providing the documents listed below:
  - A copy of the Resident's death certificate;
  - A copy of the search conducted with the Register of Wills and Mandates of the Barreau du Québec;
  - A copy of the search conducted with the Register of Testamentary Dispositions of the Chambre des Notaires du Québec;
  - Evidence confirming that you are the liquidator of the Estate, namely:

i. In the case of a notarized will: a copy of the will appointing the liquidator;

ii. In the case of a holographic will or of a will made before witnesses: a copy of the will, the court order according to which the will was verified, and registration of the liquidator with the Register of Personal and Movable Real Rights;

iii. In the case of an estate managed *ab intestat* (i.e. without a will): the registration of the liquidator's appointment with the Register of Personal and Movable Real Rights, as well as the declaration of transmission due to death;

A copy of a document which proves your identity as the estate liquidator (such as your driver's license, your health insurance card, or your passport).

**Section C: Declaration**

I solemnly declare the following:

I wish to file a claim to receive compensation in the context of the Class action involving the CHSLD Herron.

I have appended to this form all the documents to confirm the facts reported in Section B.

I make the present statement believing it to be true and knowing that it the same legal value as if I had given it under oath.

\_\_\_\_\_  
Signature of the claimant or legal representative

\_\_\_\_\_  
Date

**We strongly recommend that you keep on file a complete copy of this Claim Form.**