

**Claims Protocol Amended****Table of Contents**

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## I. General

1. The aim of this protocol is to establish the process surrounding the individual claims of members of the Class identified in the matter of *Spieser v. Canada (Attorney General) et al.*, no. 200-06-000038-037.
2. This Protocol may be amended by order of the Court.
3. This Protocol consists of 103 paragraphs as well as Appendices A to K.
4. Definitions
  - 4.1. **Administrator** means RCGT Consulting Inc. and Raymond Chabot Administrateur Provisoire inc., persons designated solidarily by the Court to receive and analyze Claims, make Recommendations to the Court as to their eligibility and conformity and, where warranted, the amount of compensation owed to the Claimant, and to perform all other duties and responsibilities established by the Protocol or assigned in the Terms of Appointment (Appendix G Amended).
  - 4.2. **Included Address** means one of the addresses indicated in Appendix A Amended.
  - 4.3. **Class Counsel** means Charles A Veilleux et Associés, s.e.n.c.r.l.
  - 4.4. **Canada** means the defendant the Attorney General of Canada.
  - 4.5. **Initial Requirements** means the requirements set out in paragraph 52 of the Protocol.
  - 4.6. **Eligibility Requirements** means the requirements set out in paragraph 57 of the Protocol.
  - 4.7. **Court** means, unless otherwise indicated, the Superior Court of Québec.
  - 4.8. **Publication Date** means July 10, 2021, or another date ordered by the Court in the Order.
  - 4.8A. **Second Publication Date** means a date agreed upon by the Parties within 14 days of the Second Order or another date ordered by the Court in the Second Order.
  - 4.9. **Claims Period End Date** means January 15, 2023, at midnight.
  - 4.10. **Final Decision** means decision by the Court on the eligibility of one or more individual Claims, including on the amount of compensation.
  - 4.11. **Defendants** means Canada and the Corporate Defendants.
  - 4.12. **Corporate Defendants** means GD-OTS Canada Inc. and Société Immobilière Valcartier Inc., these two companies being represented by Lavery de Billy L.L.P.
  - 4.13. **Form** means the form prescribed at Appendix D Amended.
  - 4.14. **Judgment** means the judgment rendered by the Quebec Court of Appeal on January 17, 2020, in docket 200-09-007773-127, 2020 QCCA 42.
  - 4.14A. **Declaratory Order** means the judgment rendered by the Quebec Court of Appeal on November 1, 2021, in docket 200-09-007773-127, 2021 QCCA 1653.
  - 4.15. **Closing Judgment** means the judgment rendered by the Court declaring that the Parties and the Administrator have met their obligations under the Claims Protocol, including their obligation to report to the Court, that the Defendants are entirely released and acquitted with respect to the Judgment, and that thus completes the Claims Process.
  - 4.16. **Order** means the Court judgment rendered June 30, 2021, which endorses the Protocol and approves the Notices to members published July 10, 2021.
  - 4.16A. **Second Order** means the Court judgment rendered March 31, 2022, which endorses the amendments to the Protocol and approves the Notices to members published April 9, 2022.

- 4.17. **Parties** means, except where otherwise indicated, the Defendants and the plaintiff, the latter being represented by Charles A. Veilleux et Associés, s.e.n.c.r.l.
- 4.18. **Claims Period** means the period that begins on the Publication Date and ends at the Claims Period End Date, on January 15, 2023, at midnight.
- 4.19. **Included Period** means one of the following periods, depending on the address of residence of the member concerned:
  - 4.19.1. January 1996 to December 2000, and September to December 2001, for the addresses in Shannon identified in Part (a) of Appendix A Amended;
  - 4.19.2. April 1995 to March 2000, for the addresses identified in Part (b) of Appendix A Amended (housing units in the Married Quarters Sector at CFB Valcartier in Shannon or on Cannon Street situated in the territory of the Saint-Gabriel-de-Valcartier municipality);
  - 4.19.3. November to December 2004, for the addresses in Shannon identified in Part (c)(i) of Appendix A Amended;
  - 4.19.4. September to December 2005, for the addresses in Shannon identified in Part (c)(ii) of Appendix A Amended;
  - 4.19.5. June 2006, for the addresses in Shannon identified in Part (c)(iii) of Appendix A Amended.
- 4.20. **Claims Portal** means the website which allows Claimants to complete the Form and upload their exhibits and the Parties to review Claims as needed and in accordance with Part VI of the Protocol.
- 4.21. **Claims Process** means the process set out at Part VI and following of the Protocol.
- 4.22. **Claimant** means a person who makes a Claim in the Claims Process established by the Protocol.
- 4.23. **Claim** means a claim for compensation made in the Claims Process established by the Protocol pursuant to the judgment rendered by the Quebec Court of Appeal on January 17, 2020, in docket 200-09-007773-127, 2020 QCCA 42. A Claim consists of two components: the form prescribed at Appendix D Amended duly completed and any supporting documentation.
- 4.24. **Recommendation** means the conclusion made by the Administrator in accordance with Part VII of the Protocol with respect to a Claim.
- 4.25. **Legal Representative** includes mandatory, tutor, liquidator, counsel or any other person with the legal authority to act on someone else's behalf.

## **II. General principles and provisions**

- 5. The Claims Process aims to ensure that Claims are submitted quickly and in good faith and that they are rigorously, fairly and expeditiously assessed, so long as the accuracy of the claim can be confirmed adequately and sufficiently.
- 6. The Claims Process is also intended to prevent fraud and abuse. The Administrator may recommend that a Claim be dismissed in its entirety where they have evidence of fraud or intentional omissions that would materially affect the compensation to be awarded to the Claimant.
- 7. The standard of proof applicable to the analysis of the eligibility of Claims is that of a balance of probabilities. Thus, for the purposes of the Administrator's Recommendation, the Administrator must assess whether each Eligibility Requirement that a Claimant must meet has more likely than not been met.

8. At its discretion, the Administrator may consult Class Counsel and the Defendants on matters related to the implementation of the Claims Process.
9. The Court remains seized of the matter until the Closing Judgment. The Parties may submit questions raised during the implementation of the Claims Process to the Court for directions.
10. Where a Claimant has a Legal Representative, any communications provided for in the Claims Process with a Claimant will be made to their Legal Representative.
11. The Protocol is also available in French and English. However, in the event of any discrepancy between the French and English versions, the French version shall prevail, unless otherwise provided.
12. The Claims Process is governed by the laws of Quebec, including the *Civil Code of Quebec*, CQLR c. CCQ-1991 and the *Code of Civil Procedure*, CQLR c. C-25, with which, unless otherwise indicated, the Administrator must comply in the performance of its obligations under the Protocol.

### **III. Publication of notice**

13. The form and content of the long notice (Appendix B Amended) and the short notice (Appendix C Amended) are approved by the Court.

#### Individualized notices

14. Class Counsel undertake to make the necessary efforts to ensure that the long notice (Appendix B) is sent within 21 days of the Publication Date to:
  - 14.1. Any person who has expressed an interest in the class action to them and whose contact information they possess, in English or French as applicable, by mail or by email;
  - 14.2. Any current member of the Canadian Armed Forces having been identified by Canada as having resided as a member of the Canadian Armed Forces at an address indicated at Part (b) of Appendix A, in both official languages, by mail or by email;
    - 14.2.1. Canada will share with Class Counsel the names and contact information of these persons within five days of the Order.

- 14A. Following the Second Order, paragraphs 14.2 and 14.2.1 of the Protocol will apply *mutis mutandis* for the current members of the Canadian Armed Forces identified by Canada as having resided on Cannon Street as a member of the Canadian Armed Forces.

#### Public Notices

15. A short notice (Appendix C) will be published in the language of publication of the newspaper, in the following newspapers:
  - *Montreal Gazette*;
  - *La Presse*;
  - *Le Soleil*;
  - *Journal de Québec*;
  - *The Globe and Mail* (national edition);
  - *The National Post*; and
  - *Adsum*.
16. The short notice will be submitted by the Administrator for publication in the *Shannon Express* in the 30 days following the Order.
17. Publication of the short notice in the newspapers set out in paragraphs 15 and 16 of the Protocol will be done by the Administrator and paid for by the Defendants.
18. An initial publication of the short notice will be in black and white, on a Saturday, in a size of one-eighth

of a page, or equivalent, as the case may be:

- 18.1. On the Publication Date for the newspapers listed in paragraph 15 of the Protocol;
  - 18.2. On the date closest to the Order for the newspaper in question in paragraph 16 of the Protocol;
  - 18.3. In the event it is not possible to publish on the Publication Date, and with the consent of the Parties, the initial publication may occur at a date close to the Publication Date.
- 18A. A second publication of the amended short notice will be made by the Administrator in the newspapers set out in paragraphs 15 and 16 of the Protocol and will be paid for by Class Counsel.
- 18B. Paragraphs 15, 16 and 18 of the Protocol apply *mutis mutandis* to the Second Publication Date for the publication set out in paragraph 18A of the Protocol.
- 18C. The form of the amended short notice published pursuant to paragraph 18A of the Protocol will be established according to Class Counsel's preference, subject to the consent of the other Parties and as set out in Appendix K.
19. The amended short notice will be published one last time, in accordance with the terms set out in paragraphs 15 to 17 of the Protocol. That publication will occur within 100 to 80 days from the Claims Period End Date.
  20. On the Publication Date, a joint press release (Appendix E) will be issued by the Administrator, in English and French, through the CISION CMW distribution network.
  - 20A. On the Second Publication Date, a joint press release (Appendix J) will be issued by the Administrator, in English and French, through the CISION CMW distribution network.
  21. The short and long notices will be displayed by Class Counsel, in English and French, on their website at this address <https://www.recoursshannontce.com/>.
  22. The short and long notices will be displayed by the Administrator, in both official languages, on the website dedicated to the Class Action.
  23. Any member of the Class may obtain the long notice from Class Counsel or consult it on the Administrator's website, in the official language of their choice.
  24. Class Counsel undertake to publish the notices in the Registry of class actions.
  25. The Department of National Defence undertakes to display the short notice, in both official languages, on the "Defence Team News" section of the *Maple Leaf* website, within 30 days from the Publication Date. The Department of National Defence may communicate this publication once within the department in the 30 days following the Publication Date by sending a "Defence Team News" message.
  - 25A. The Department of National Defence undertakes to display the amended short notice, in both official languages, on the "Defence Team News" section of the *Maple Leaf* website, within 30 days from the Second Publication Date. The Department of National Defence may communicate this publication once within the department in the 30 days following the Second Publication Date by sending a "Defence Team News" message.
  26. Class Counsel wish to reserve themselves the possibility of making an additional publication of the short notice (Annexe C) in one or more newspapers identified in paragraphs 15 and 16 of the Protocol.
    - 26.1. The publication will be done by the Administrator at the expense of Class Counsel.
    - 26.2. Class Counsel shall inform the Administrator and the Defendants of its intention to make an additional publication, if any, at least **ten (10) business days** before the desired publication date.
  27. Class Counsel wish to undertake to take reasonable means to post the short notice set out in paragraph 18 of the Protocol, in particular, in the following locations:

- (a) Shannon City Hall;
  - (b) The Shannon Community Centre;
  - (c) The Canex Centre;
  - (d) Gas stations in and around Shannon; and
  - (e) local businesses and grocery stores.
28. Class Counsel wish to undertake to take reasonable means to post the short notice on various social media.
29. Class Counsel, the plaintiff, and all legal counsel to Class Counsel (*avocats-conseil*) undertake to take reasonable means to ensure that, when the short notice and other references to the Claims Process are posted on various social media, any comments that accompany the posting are neutral and reflect the contents of the press releases set out in paragraphs 20 and 20A of the Protocol.
30. The Government of Canada undertakes to make every effort to direct any person making inquiries about the matter to Class Counsel or to the Administrator.
31. All of the counsel and Parties to the proceeding undertake to ensure that any public comments or comments to members of the Class with regard to the Protocol or the Claims Process reflect contents of the press releases set out in paragraph 20 and 20A of the Protocol.

#### Internet platforms

32. On September 1, 2021, the Administrator will initiate a communications campaign of the Claims Process via Google AdWords, using the following terms: Shannon, Valcartier, TCE, Spieser.

#### **IV. Terms and conditions for submitting a Claim**

33. Claimants shall submit their Claims as soon as is reasonably possible.
34. Claimants shall submit a duly completed Form and a copy of all relevant documents. All Claims must be submitted electronically via the Claims Portal, which can be found at the website dedicated to the Class Action established by the Administrator.
35. Claims may be submitted in either French or English.
36. All Claims must be submitted to the Administrator within the Claims Period.
37. In the event that the Form or the conditions required to complete it pose an accessibility obstacle for a Claimant, Class Counsel shall provide them with the necessary assistance to submit their Claim.
38. In the event that it is impossible for a Claimant to submit their Claim electronically via the Claims Portal, and only in such situations, they may request a paper Form from the Administrator. In such a case, when submitting a Claim, the Claimant must keep proof of having sent the Claim to the Administrator that allows it to confirm receipt by the Administrator.
39. More generally, Claimants needing assistance to complete their Form may contact the Administrator or Class Counsel, free of charge.
40. Claimants seeking assistance or additional information regarding their Claim may contact Class Counsel free of charge. They may also retain the services of a legal counsel of their choosing at their own expense.
41. Claimants must inform the Administrator in writing of any changes to their contact information or in the event they change Legal Representative.
42. Claimants must retain a copy of any document submitted to the Administrator.
43. Only one Claim may be made per Claimant. Legal Representatives may submit a Claim for each Claimant they represent.

- 43A. Notwithstanding paragraph 43 of the Protocol, a Claimant who has already submitted a Claim by the Second Publication Date can submit a second Claim solely if the latter is only for an address(es) on Cannon Street.

## V. Contents of a Claim

44. Persons having resided at an address indicated at section (b) of Appendix A Amended are not initially required to submit proof of residence in support of their Claim. The addresses and periods of residence indicated in their Form will be verified directly with the Department of National Defence by the Administrator in accordance with paragraph 64 of the Protocol.
- 44.1. In light of this verification, it is not necessary or useful for Claimants to ask the Department of National Defence for proof of occupancy from.
45. Documents relevant to a Claim include documents establishing the identity and residence of the Claimant, and may include documents such as government-issued identity documents with photo ID and current address, deeds of purchase and sale, a residential lease, bills, tax assessment notices, tax statements, or any other such document that establishes the addresses and periods of residence indicated in the Form.
46. Where a Claim includes a claim for compensation for the care of or responsibility for a child, the Claimant must establish (i) that the child was living with the Claimant at an Included Address during one of the Included Periods; (ii) that the Claimant had custody of or responsibility of the child at that address and during that period; and (iii) that the child was less than 18 years old during all or part of that period. To that end, the Claimant must provide the child's birth certificate and any other relevant document attesting to the child's custody or any legal document establishing the child's residence, for example, a judgment determining custody of the child, a child custody mediation agreement, or notices of tax assessment.
47. Impossibility to provide documentation establishing a Claim's Eligibility Requirement:
- 47.1. In the event it is impossible for a Claimant to provide documentation establishing the Eligibility Requirement, and only in such cases, they may provide a statement under oath attesting to (i) the fact that they are not able to obtain the required document(s); (ii) the residential address for which the Claim is submitted; (iii) the status of owner, tenant or occupant of the residence for which the Claim is submitted; (iv) the Included Period for which the Claim is submitted; (v) facts relevant to establishing the custody of or responsibility for and residence of the minor child (or children); or (vi) or any other fact that gives credence to their claim.
- 47.2. Claims supported by a sworn declaration will be treated in accordance with paragraph 66 of the Protocol.
48. Claimant's acknowledgements and consents in the Form:
- 48.1. The Claimant whose Claim is based in whole or in part on a sworn declaration shall consent, *for the purposes of calculating interest and additional compensation*, to the payment of any Claim supported in whole or in part on a sworn declaration being deemed to have been made on the 45th day after the start of the Claims Period.
- 48.2. The Claimant shall consent to the disclosure of personal information in the possession of the Government of Canada or of any federal agency to the Administrator in order to enable the verification of the Claim;
- 48.2.1. In the event a Claimant refuses consent, the Recommendation will be deemed to have been made without the consent of the Defendants, who may be able to challenge it in Court if they deem it appropriate.
- 48.3. The Claimant shall acknowledge that their Claim, in whole or in part, or a summary thereof, will be

filed in the Court's docket.

- 48.4. The Claimant may mandate, free of charge and without further formality or notice, Class Counsel to ask the Court to endorse a Recommendation in the event the Administrator recommends:
  - 48.4.1. To entirely accept the Claim (meaning according to period(s) and address(es) identical to, or more advantageous for the Claimant than the ones listed in their Claim); or,
  - 48.4.2. To accept substantially most of the Claim (meaning according to period(s) and address(es) for which the difference between the value of compensation recommended and the value of the claimed compensation is 10% or less).
- 48.5. The Claimant shall confirm both the mailing and email addresses that will be used to communicate with them;
- 48.6. The Claimant shall certify that the information appearing in their Claim is truthful, and that they have provided all relevant documents in support of their Claim to the best of their knowledge.

## **VI. Administrator's verification and Claims analysis process**

- 49. The Administrator documents its communications, actions taken, additions and analyses with regard to each Claim in a file specific to each claim.
- 50. The Administrator acknowledges receipt of any written communication received from a Claimant or Party.
- 51. In particular, upon receiving a Claim, the Administrator acknowledges receipt of that Claim. In order to do so, they provide confirmation by email to the Claimant or, as the case may be, to the Claimant's Legal Representative, which includes the file number and date on which the Claim was received.
- 52. **Initial Requirements:** Upon receiving a Claim, the Administrator proceeds with an initial verification to confirm that it meets the following requirements:
  - a) confirm the Claimant's identity, on the basis of documents provided by the Claimant;
  - b) ensure that the information that appears in the Form is complete; and
  - c) ensure that the Claim is made by a Legal Representative, and that this representative has submitted the documents attesting to their authority to act on the Claimant's behalf.
  - (1) For Claims made by a Legal Representative on behalf of a deceased person, the following documents must be provided:
    - (a) Copy of the Claimant's death certificate or act of death;
    - (b) Copy of a will search
      - (i) If the Claimant resided in Quebec before death, with the Barreau du Québec *and* the Chambre des notaires du Québec; or
      - (ii) If the Claimant resided in another jurisdiction before death, a will search or equivalent completed by a member of the bar of the jurisdiction of residence of the Claimant;
    - (c) Certified copy of the testament; and
    - (d) Proof of authority to act as an administrator pursuant to section 1299 and following of the *Civil Code of Quebec*, CQLR c. CCQ-1991 and following:
      - (i) If the succession has not yet been liquidated : copy of proof of nomination as liquidator or a notarized testament, or, in the case of an intestate succession , a judgment naming the liquidator;
      - (ii) If the succession has been liquidated: Copy of a sworn statement in the form prescribed at Schedule I, to which must be joined copy of the sworn statements of the heirs.

53. In the event of an omission or error in a Form that does not have a material impact on the eligibility or compliance of the Claim, the Administrator may, at their discretion, make the necessary corrections if they are able to easily obtain the accurate information. In such cases, no notice of irregularity is sent.
54. Notice of irregularity with respect to Initial Requirements:
  - 54.1. In the event a Claim fails to satisfy the Initial Requirements, the Administrator will send the Claimant a notice informing them of the irregularity. That notice will be sent by email based on the information included by the Claimant in their Form.
  - 54.2. The Claimant will then have **thirty (30) days** from the date the notice is sent by email to remedy the irregularity. If they are unable to meet that time limit, the Claimant may, within the same time limit, inform the Administrator in writing of the need for an extension, in which case the Claimant will receive an extension of **thirty (30) days** to remedy the irregularity.
  - 54.3. In the event they fail to remedy the irregularity within the prescribed time limit, the Administrator will recommend that the Claim be dismissed, without further notice or delay.
55. At the request of a Claimant, the Administrator may, at their discretion and before the verification of the Initial Requirements has been completed, accept the addition of further documentation or information to a Claim.
56. Where a Claim is not based on an Included Address or Included Period, the Administrator will recommend that the Claim be dismissed, without further notice or delay.
57. Once the Initial Requirements have been satisfied, the Administrator will follow the administration processes set out at paragraphs 64, 65 and/or 66 of the Protocol to analyze whether the evidence supporting a Claim has established the following **Eligibility Requirements** according to the balance of probability standard:
  - (a) The Claimant was 18 years of age or older on December 21, 2000;
  - (b) The Claimant resided at an Included Address during the Included Period applicable to that address;
  - (c) The specific months for which the Claimant has demonstrated their residence to the satisfaction of the Administrator;
  - (d) If the Claim includes a claim for compensation for custody or responsibility of a child:
    - i) The Included Address and Period are set out in parts (a) or (b) of Appendix A Amended; and
    - ii) The Claimant had custody of or responsibility for one or more children who resided with them.
58. In order to establish the Eligibility Requirement referred to at paragraph 57(c) of the Protocol, the Administrator will assess with regard to each month claimed whether it is more likely than not that the Claimant resided at the Included Address during the Included Period applicable to that address.
59. The Administrator shall assess each of the Eligibility Requirements on the basis of the information and documents gathered. In their assessment, the Administrator will take into account each factual element the Administrator deems relevant and reliable. Documentary evidence that is relevant and reliable shall take precedence over evidence by sworn declaration.
60. In the Administrator's assessment of Eligibility Requirements, the Administrator may also:
  - 60.1. Search any relevant public records or any other public source of information; and
  - 60.2. Compare Claims with other Claims, Recommendations and Final Decisions previously issued.

61. For the purposes of assessing the elements at paragraphs 57 (b) and (c) of the Protocol, a Claimant who has resided for a continuous period for more than half a month (either 15 or 16 days, depending on the month) and who has resided at that address for a continuous period during the month immediately preceding or the month immediately following that month will be deemed to have resided at that address during the month of residence of 15 or 16 days.
62. For the purposes of assessing the Eligibility Requirements at paragraphs 57 (b), (c), and (d) of the Protocol, “residing” implies stability in the place of dwelling. It is possible for a person to have more than one residence; however, residing at a given location for a short stay or on an occasional basis will not be considered as having resided at that location.
63. It is understood that only one of two Claims based on contradictory information can meet the balance of probability standard.
64. Administration process for Claims regarding an address appearing in Part (b) of Appendix A Amended (Married Quarters Sector at CFB Valcartier in Shannon or on Cannon Street situated in the territory of the Saint-Gabriel-de-Valcartier municipality):
  - (a) Each Tuesday of the Claims Period, the Administrator will advise the Department of National Defence of all Claims that have satisfied the Initial Requirements within the previous seven days. In this notice, the Administrator will provide to the Department of National Defence information allowing it to identify the months and address(es) of residence of each Claimant. In the event that a Claim is made as guardian/person responsible for a child, the name and date of birth of the child will also be provided. The Administrator will at the same time provide access to each Claim via the Claims Portal.
  - (b) From the date of notice set out at paragraph 64(a) of the Protocol, the Department of National Defence will have **ten (10) business days** to recognize that the months and addresses match the information it has, and to provide, if any, relevant additional information, or to indicate the need for additional time to that end, which will be granted by the Administrator without further formality;
  - (c) Where the Department of National Defence recognizes that the months and addresses match the information it has, the portion of the Claim related to those months and addresses will be deemed to meet the balance of probability standard, and the Administrator will recommend granting that portion of the Claim;
  - (d) Where the Department of National Defence indicates that certain months or addresses do not match the information it has, a notice will be issued by the Administrator so as to inform the Claimant:
    - i. The Claimant will then have **thirty (30) days** from the date the notice is sent by email to provide relevant documents required under paragraphs 45 or 46 of the Protocol, for the months and/or address(s) which are not recognized by the Department of National Defence;
    - ii. In the event it is impossible for the Claimant to meet this time limit, they may, within the time limit set out in paragraph 64(d)(i) of the Protocol, inform the Administrator in writing of the need for additional time, in which case the Claimant will be provided with an additional **thirty (30) days** to provide the relevant information;
    - iii. If no evidence is submitted by the time extension, the Administrator will recommend granting the Claim with regard to the address(s) and/or months recognized by the Department of National Defence and to dismiss it with regard to the other addresses or months that appear in the Form;

- iv. In the event that evidence is submitted within the time extension granted, the Administrator will recommend granting the Claim with regard to the addresses and months recognized by the Department of National Defence, and that part of the Claim with regard to the other address(s) and/or months will be processed in accordance with the same administration process as other Claims, in accordance with paragraph 65 of the Protocol;
  - (e) Where the Department of National Defence identifies a period of residence longer than that which appears in the Form, a notice will be sent by email. The Claimant will then have **thirty (30) days** from the date the notice is sent by email to confirm or correct the excess period of residence. If no response has been received by the time limit, the Administrator will recommend granting the Claim with regard to the addresses and months that appear in the Form;
  - (f) Where a Claim includes a claim for compensation for custody or responsibility of a child, the Administrator will assess the evidence that has been submitted with the Claim;
    - i. If the Department of National Defence indicates that the information regarding the child's residence matches the information it has, it will recognize this and the place of residence of the child will be deemed to have been established.
65. Administration process for any other Claim (parts (a) and (c) of Appendix A Amended) (private residences in Shannon):
- (g) Every Thursday during the Claims Period, the Administrator will advise the Department of National Defence of all Claims which have satisfied the Initial Requirements in the seven preceding days. In this notice, the Administrator will provide to the Department of National Defence information allowing it to identify the months and address(es) of residence of each Claimant.
  - (h) The Administrator will provide the Defendants and the Department of National Defence with access to the Claims via the Claims Portal.
  - (i) The Department of National Defence will have **ten (10) business days** after having received notice of access to a Claim to provide, at its discretion, additional relevant information or documents or to indicate the need for additional time to that end, which will be granted by the Administrator without further formality.
66. Administration process for Claims founded in whole or in part on sworn declarations:
- (a) In order to ensure the rigorous, fair and expeditious treatment of Claims and to facilitate the identification of errors or fraud, any Claim supported by sworn declaration will be assessed by the Administrator only at the end of the Claims Period;
  - (b) These Claims will be assessed in accordance with the administration process set out at paragraphs 64 and/or 65 of the Protocol. Before issuing its Recommendation, the Administrator will compare these Claims with each other, and with Claims that have already been subject to a Recommendation or Final Decision;
  - (c) In order to ensure that any inconveniences are shared equitably among Defendants and Claimants who choose to avail themselves of this means of evidence, and in order to ensure that any Claimant who is entitled to compensation may receive it, a Claimant making a Claim founded in whole or in part on sworn declarations will consent to the payment of any Claim supported in whole or in part on a statement under oath being deemed, *for the purposes of calculating interest and additional indemnity*, to have been made on the 45th day after the start of the Claims Period.
67. At their discretion, the Administrator may consult the Claimant and the Defendants about a Claim.

68. Any Claim received after the end of the Claims Period is prescribed. The Administrator may, however, at their discretion, issue Recommendations for Claims received within **fourteen (14) days** following the end of the Claims Period in accordance with Part VII of the Protocol, in which case the Court may, at its discretion, agree to hear those Recommendations, in accordance with Part VIII of the Protocol.

## **VII. Administrator's Recommendation**

69. The Administrator must assess whether the evidence for a Claim establishes the Eligibility Requirements on a balance of probabilities.
- 69.1. If the Administrator is satisfied that the evidence suggests that every Eligibility Requirement is more likely than not, the Administrator will recommend that the Claim be granted.
- 69.2. If the evidence suggests that one or several of the Eligibility Requirements are not more likely than not, the Administrator will recommend
- 69.2.1. That the Claim be granted, but only with respect to the Eligibility Requirements that are more likely than not, if any; and
- 69.2.2. That the Claim be rejected with respect to the Eligibility Requirements that are not more likely than not.
70. When a claim concerns more than one Included Address or more than one Included Period, the Administrator must assess each Included Address and Included Period according to the appropriate processes, as set out in paragraphs 64, 65 and/or 66 of the Protocol. However, the Administrator may issue only one Recommendation on completion of the assessment.
71. A Recommendation includes the following elements:
- (a) Identification, including full name, mailing address and email address, of the Claimant and, where applicable, of the Claimant's Legal Representative;
  - (b) The Included Address(es) and the month(s) in respect of which the Administrator recommends the Claim be granted;
  - (c) Identification of any children for whom the Claimant is seeking additional compensation, including name and date of birth, the Included Address and the period(s) of month(s) during which the child or children resided with the Claimant;
  - (d) The amount owed before interest and additional indemnity, calculated in accordance with the grid in Appendix F Amended;
  - (e) Solely for illustrative purposes, a preliminary calculation of the interest and additional indemnity;
  - (f) Any discrepancies between what was claimed in the Claim and what is being recommended by the Administrator; and
  - (g) Exceptionally, identification of any issue for which a solution is not provided by the Protocol.
72. The Administrator will inform the Claimant and the Defendants by email of any Recommendation issued as soon as practicable.

## **VIII. Final Decisions by the Court**

73. Class Counsel and the Defendants shall not challenge a Recommendation without valid and serious reasons.
74. On the first Friday of each month of the Claims Period, the Administrator will submit to the Defendants and

- Class Counsel a numbered table compiling the preceding month's Recommendations.
75. Within **ten (10) business days** of receipt of the Recommendations table, Class Counsel will, by written application ("Demand"), ask the Court to decide on the Claims.
  76. The Demand must set out and clearly explain any serious and valid reason Class Counsel may have to challenge a Recommendation.
  77. Claimant's right of objection: If a Claimant has not mandated Class Counsel to represent them before the Court:
    - 77.1. The Demand without a copy of the Recommendations table will be notified to the Claimant, by email, with an explanatory notice;
    - 77.2. The Claimant will have **five (5) business days** to notify the Parties, and to file, a reply setting out their reasons for objecting to the Recommendation, as applicable;
    - 77.3. The Claimant may, on request, ask the Administrator to view the information in the Recommendations table relating to their Claim.
  78. The Defendants will have **ten (10) business days** from the notification of the Demand mentioned in paragraph 75 of the Protocol or, if applicable, of the reply mentioned in paragraph 77 of the Protocol to:
    - 78.1. Notify the Parties and the Claimant who has not mandated Class Counsel to represent them before the Court, and to file, their responses, as applicable.
    - 78.2. Exceptionally, request more time should the **ten (10) business days** time limit not be enough to obtain additional documentary evidence. Such a request is deemed to be made with the consent of all Parties and, unless otherwise directed by the Court, will be granted without further formality.
  79. Anyone objecting to a Recommendation must file a complete copy of the Claim in question in support of their objection.
  80. If no objection is filed within **fifteen (15) business days** from the date the Demand is notified, or from the date additional time is requested by the Defendants, as applicable, the Claimant; the Claimant's Legal Representative, if any; Class Counsel; and the Defendants will be deemed to have accepted the Recommendation.
  81. Where an objection to a Recommendation is filed, the Court may, after **twenty (20) business days** of the Demand being notified or, where applicable, of the end of the time extension granted to the Defendants, assess any Claims being opposed.
  82. To make a Final Decision, the Court may, at its discretion:
    - 82.1. Invite the Parties and, if applicable, the Claimant who has not mandated Class Counsel to represent them before the Court, to a hearing, or request additional submissions, and, taking the Recommendation into account, make a decision on the Claim;
    - 82.2. Make a decision on the Claim without a hearing or other formality.
  83. The Parties and the Administrator shall provide any information required by the Court to make a Final Decision. The Parties shall make any submissions required by the Court to make a Final Decision.

## **IX. Payment**

84. The Defendants authorize the Administrator to make on their behalf any payments ordered by the Court in its Final Decisions.
85. Compensation will be paid as soon as practicable after the following dates:

- 85.1. when an unopposed Recommendation is approved, the date of the Final Decision; and
- 85.2. when a Recommendation was opposed, the first of the following dates: the date on which the Final Decision becomes final or the date on which the Defendants agree in writing to the payment.
- 86. The compensation set out in a Final Decision will be paid by cheque payable to the Claimant or, where applicable, the Claimant's estate, and mailed by the Administrator to the address provided on the Form. The cheque will be marked "Final Payment" and indicate the Court number.
- 87. Neither the Administrator nor the Defendants are responsible for determining how payments are distributed between heirs nor for distributing them.
- 88. Sending the cheque to the address provided on the Form fully executes the Judgment with respect to the Claimant. Upon the mailing of the cheque, the Defendants are deemed to be released and acquitted with respect to the Judgment as applied to the Claimant without any further formality.
- 89. The Administrator will withhold from the compensation paid to the Claimant Class Counsel Court-approved fees and the amounts provided for in article 592 of the *Code of Civil Procedure* and the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*.
- 90. The withheld fees will be paid to Class Counsel monthly.
- 91. Sending the cheque to Class Counsel fully executes the Judgment with respect to the fees associated with the Claimant.
- 92. Under article 592 of the *Code of Civil Procedure* and the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, the Fonds d'aide aux actions collectives may also withhold a percentage from the compensation paid to members, in accordance with the following parameters:
  - (a) 2% from any liquidated claim less than \$2,000;
  - (b) 5% from any liquidated claim exceeding \$2,000 but less than \$5,000;
  - (c) 10% from any liquidated claim exceeding \$5,000.

## **X. Confidentiality**

- 93. The Administrator undertakes in writing to take all measures required to ensure that personal information concerning the Claimants disclosed to them for the purpose of the Claims Process is collected, used and retained in accordance with the acts and regulations applicable to the Government of Canada, including the *Privacy Act*, RSC 1985, c P-21.
- 94. The Administrator undertakes:
  - 94.1. to use personal information only for the Claims Process;
  - 94.2. to not disclose personal information to any third party for the purpose of the Claims Process, except to Class Counsel, the Department of National Defence and the Defendants;
  - 94.3. to ensure that personal information remains the property of the Government of Canada or the Claimant. Neither the Government of Canada or the Claimant intends to, or does, waive any rights, title or privilege it may have in respect of any of the personal information collected, used and retained;
  - 94.4. to ensure that personal information is returned to Canada by the Administrator when the Claims Process has been completed, in accordance with Canada's instructions and paragraph 62 of the Terms of Appointment (Appendix G Amended).
- 95. Class Counsel undertake to ensure that the information shared by Canada pursuant to paragraphs 14.2.1 and 14A of the Protocol is used solely to send notices in accordance with paragraph 14 of the Protocol. None of

- this information will be shared or used in any other way without explicit authorization from the Court.
96. After the Closing Judgment has been rendered, Class Counsel undertake to return to Canada or to destroy, depending on Canada's instructions, all the personal information shared by Canada under paragraphs 14.2.1 and 14A of the Protocol.
  97. The Government of Canada will not disclose the personal information it collects, uses and retains for the purpose of the Claims Process, subject to the application of any law of public order, including the access to information legislation applicable to the Government of Canada, or any other disclosure requirements applicable to the Government of Canada.
  98. Notwithstanding paragraphs 93 to 97 of the Protocol, the Administrator, Class Counsel and the Defendants may file with the Court, without any further formality, the Claim or any document containing personal information in respect of the Claimants obtained for the purpose of the Claims Process.

## **XI. Reconsideration or dismissal of a Claim for fraud**

99. In the event any of the Parties discover evidence suggesting a Claim is fraudulent or based on misrepresentation, that Party will inform the Administrator or the Court of this evidence as soon as practicable.
100. The Administrator may at any time recommend that a Claim be dismissed for fraud or misrepresentation. In that case, the Administrator must indicate in its Recommendation that the Claim should be dismissed for fraud or misrepresentation.

## **XII. Reports to the Parties and the Court, and Closing Judgment**

101. The Administrator will produce interim reports in the form and manner set out in the Terms of Appointment (Appendix G Amended).
102. Within 90 days of the end of the Claims Period, the Administrator will prepare a final report to file with the Court in the form and manner set out in the Terms of Appointment (Appendix G Amended).
103. Within 120 days of the end of the Claims Period, Class Counsel will file an application for Closing Judgment.

**Appendix A Amended:** **Included Addresses**

**Appendix B Amended:** **Long Notice**

**Appendix C Amended:** **Short Notice**

**Appendix D Amended:** **Claims Form**

**Appendix E:** **Joint Press Release dated July 6, 2021**

**Appendix F Amended:** **Compensation Table based on the Judgment**

**Appendix G Amended:** **Terms of Appointment of the Administrator**

**Appendix H Amended:** **Structure of Administrator Fees and Honoraria**

**Appendix I:** **Model Statements for liquidated successions**

**Appendix J:** **Joint Press Release dating April 9, 2022**

**Appendix K:** **Amended short notice in the form established by Class Counsel**