

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Action)

No.: 500-06-001221-239

C.

Plaintiff

c.

**ENGLISH-MONTRÉAL SCHOOL
BOARD**

Defendant/Plaintiff in warranty

-and-

**TONY BOTELHO, in his capacity as
liquidator of the estate of PHILLIP
(HART) BAUGNIET**

Defendant in Continuance of Suit/
Defendant in Warranty

SETTLEMENT AND RELEASE

- A. **WHEREAS** on February 7, 2023, the Plaintiff C. (hereinafter the "**Plaintiff**") filed an Application for Authorization to Institute a Class Action and to Obtain the Status of Representative (hereinafter the "**Authorization Application**") against the Defendant, the English-Montréal School Board (hereinafter the "**EMSB**"), the Montréal School Services Center, and Phillip (Hart) Baugnet (hereinafter "**Baugnet**") in the court case number 500-06-001221-239;
- B. **WHEREAS** on September 28, 2023, the Honorable Dominique Poulin, J.C.S., authorized the Plaintiff to amend the Authorization Application in order to withdraw his claim against the Montréal School Service Center;
- C. **WHEREAS** on June 27, 2024, the Honorable Dominique Poulin, J.C.S., granted the *Amended Application for Authorization to Institute a Class Action*

and to obtain the Status of Representative against the EMSB and Baugniet (hereinafter collectively the “**Defendants**”) and authorized C. to act as representative of the following class:

« Toutes les personnes agressées sexuellement alors qu’elles étaient mineures par Phillip (Hart) Baugniet, lesquelles agressions sexuelles ont été causées en lien et alors qu’il était directeur de l’école secondaire Lachine (Lachine High School), de l’école Victoria (Victoria School) ou de l’école FACE, à Montréal, ou y occupait une fonction d’enseignement, de direction ou de supervision, de même que la succession de telles personnes si décédées depuis le 21 août 2019 ».

Unofficial English translation:

“All persons who, while minors, were sexually abused by Phillip (Hart) Baugniet, which sexual assaults were caused in connection with and while he was the principal of Lachine High School, Victoria School, or FACE School, in Montréal, or held a teaching, management or supervisory position at such schools, as well as the succession of such persons if deceased since August 21, 2019” (hereinafter the “Class”)

(Hereinafter the “**Class**”)

- D. **WHEREAS** the judgment authorizing the class action (hereinafter the “**Authorization Judgment**”) permits the use of pseudonyms to identify the Plaintiff and Class Members in proceedings, pleadings, and any other documents filed with the Court;
- E. **WHEREAS** on September 24, 2024, the Plaintiff filed an originating application in class action against the Defendants (hereinafter the “**Originating Application**”), which was subsequently amended and clarified;
- F. **WHEREAS** on November 15, 2024, the EMSB filed a recursory action against Baugniet by way of action in warranty (hereinafter the “**Action in Warranty**”);
- G. **WHEREAS** following Baugniet’s death during the proceedings on April 23, 2025, the Plaintiff served a demand letter on TONY BOTELHO, in his capacity as liquidator of Baugniet’s estate (hereinafter the “**Estate**”), to continue the proceedings, which he failed to do;
- H. **WHEREAS** on July 25, 2025, the EMSB served a demand letter on the Estate to continue the proceedings in an action in warranty, which it failed to do;

- I. **WHEREAS** on August 7, 2025, the Plaintiff filed a motion for a default judgment against the Estate, given the Estate's failure to continue the proceedings within the required time limit;
- J. **WHEREAS** Baugniet held various positions as a teacher and/or principal at *Lachine High School, Victoria School, and FACE School* in Montréal (hereinafter collectively referred to as the "**Schools**") from 1966 through 1991 inclusively;
- K. **WHEREAS** these Schools were, at all relevant times, under the responsibility of the Greater Montreal Protestant School Board (hereinafter the "**CEPGM**");
- L. **WHEREAS** with respect to the allegations contained in Originating Application and the Action in Warranty, the rights and obligations of the CEPGM regarding the Schools' extracontractual liability were transferred to the CSEM, which alone has succeeded to them;
- M. **WHEREAS** on October 31, 2025, the EMSB filed a Defense with the court;
- N. **WHEREAS** on May 11, 2026, the Plaintiff filed an unilateral Application for Setting Down for Trial and Judgment;
- O. **WHEREAS** on May 14, 2026, EMSB filed its own unilateral Application for Setting Down for Trial and Judgment;
- P. **WHEREAS** the Plaintiff and the EMSB (hereinafter collectively referred to as the "**Parties**") have undergone two mediation sessions, first before the Honorable Claudette Picard and then before the Honorable Brian Riordan, both former judges of the Superior Court of Quebec, and have subsequently actively continued their discussions in an effort to settle the dispute amicably;
- Q. **WHEREAS** following these discussions, an agreement in principle was reached between the Parties;
- R. **WHEREAS** it is the intention of the Parties, pursuant hereto, to enter into a settlement and release agreement (the "**Settlement**") in accordance with the framework of the agreement in principle reached between them;
- S. **WHEREAS** the Settlement is entered into without any admission of liability on the part of CSEM;
- T. **WHEREAS** the Estate did not appear in the proceedings and did not participate in the discussions leading to the agreement in principle or to this Settlement;

THEREFORE, SUBJECT TO THE COURT'S APPROVAL OF THIS SETTLEMENT PURSUANT TO SECTION 590 OF *THE CODE OF CIVIL PROCEDURE* ("C.C.P."), THE PARTIES AGREE AS FOLLOWS:

1. The preamble and the schedules form an integral part of this Settlement and Release (the "**Settlement**").
2. The definitions applicable to this Settlement and its schedules are as follows:
 - a) "**Member**": a person who was sexually assaulted by Baugniet while they were a minor, in connection with the fact that Baugniet was principal of the Schools or held a teaching, administrative, or supervisory position there between 1966 and 1991 inclusively, as well as the estate of such persons if they have died since August 21, 2019;
 - b) "**Claimant**": a person who has submitted the Claim Form included in Schedule 2 to this Settlement, in accordance with the Adjudication Process described below and in Schedule 1 to this Settlement;
 - c) "**Eligible Member**": a claimant whose claim has been deemed eligible by the Adjudicator in accordance with paragraph 31 of this Settlement and the Adjudication Process described below and in Schedule 1 to this Settlement;
 - d) "**Released Party**": CSEM, including its insurers, members, agents, representatives, directors, officers, executives, employees, agents, heirs, successors, and respective assigns, at any relevant time, except for the Estate;
 - e) "**Class Counsel**": Kugler Kandestin LLP;
 - f) "**CSEM's Counsel**": Morency, Société d'Avocats s.e.n.c.r.l.;
 - g) "**Court**": the Honorable Dominique Poulin, J.C.S., or, in her absence, any other judge of the Superior Court designated by the Associate Chief Justice.
3. The key deadlines set forth in the Settlement are as follows:
 - a) **Deadline for filing a claim**: six (6) months from the date of publication of the notice provided for in Article 591 of the Code of Civil Procedure (see paragraph 21 of the Settlement);
 - b) **Deadline for completing the Adjudication Process, including the filing of the Preliminary Adjudication Report by the adjudicator** ("End

of the Adjudication Process”): two (2) months from the expiration of the Deadline for Filing a Claim (see paragraphs 33 and 34 of the Settlement);

- c) **Deadline for EMSB to pay the Global Settlement Fund and court costs** (assuming the number of eligible claims is 46 or fewer): one (1) month from the End of the Award Process (see paragraphs 5 and 17 of the Settlement);
- d) **Deadline for the distribution of compensation to Eligible Members** (assuming the number of eligible claims is 46 or fewer): two (2) months from CSEM’s payment of the Global Settlement Fund (see paragraph 28 of Schedule 1 to the Settlement);
- e) **Deadline for filing the Closing Report of the Class Action:** nine (9) months from the last payment of compensation to Class Members (see paragraph 39 of the Settlement).

I. SETTLEMENT FUNDS

A. Global Settlement Fund, established in tiers

- 4. Upon completion of the **Adjudication Process** described below and in Schedule 1, the EMSB will pay, without admission of liability, as a collective recovery, a lump-sum amount, including principal, interest, additional compensation, applicable fees and taxes, in full and final settlement of the class action and the Members’ claims, which amount will depend on the number of claims deemed eligible by the Adjudicator (the “**Global Settlement Fund**”).
- 5. The lump-sum amount to be paid by the EMSB as the Global Settlement Fund will increase based on the number of Eligible Members, according to the following tiers:

1 to 11 Eligible Members	\$3,400,000.00
12 to 16 Eligible Members	\$4,400,000.00
17 to 21 Eligible Members	\$5,400,000.00
22 to 26 Eligible Members	\$6,350,000.00
27 to 31 Eligible Members	\$6,975,000.00
32 to 36 Eligible Members	\$7,475,000.00

37 to 41 Eligible Members	\$8,100,000.00
42 to 46 Eligible Members	\$8,725,000.00

6. The Parties agree that the Plaintiff's claim, having already been subject to psychological and actuarial expert evidence, is deemed admissible and liquidated in the amount of \$400,000.00, which represents the maximum amount that a member may be awarded under the Adjudication Process, as defined below and described in Schedule 1.
7. In the event that the claims of more than 46 Claimants are deemed eligible by the Adjudicator at the conclusion of the Adjudication Process, the Plaintiff shall have the option, on behalf of the Class, to:
 - a) Retain the Global Settlement Funds and distribute it among the total number of Eligible Members; or
 - b) Renegotiate the Settlement in good faith; or
 - c) If a new negotiated settlement cannot be reached, resolve the Settlement.

If applicable, the Plaintiff shall have **twenty (20) days** following the receipt of the Adjudicator's Preliminary Adjudication Report, described below, to notify the EMSB of its choice.

8. In the event that the claims of more than 46 Claimants are deemed eligible, and the Plaintiff exercises the option set forth in paragraph 7(a) of the Settlement, the Claimant must obtain the Court's approval of such choice and to address the next steps and timelines relating to the terms of implementing that choice, including, in particular, the distribution of the **Net Settlement Funds**, as defined in paragraph 17 of the Settlement.
9. In the event that the claims of more than 46 Claimants are deemed eligible, and the Plaintiff exercises the option set forth in paragraph 7(b) of the Settlement, and the Parties reach an agreement on the terms of a new or amended settlement, the Parties shall apply to the Court for approval thereof.
10. In the event that the claims of more than 46 Claimants are deemed eligible, and the Plaintiff exercises the option set forth in paragraph 7(c) of the Settlement, the compensation that would have been awarded to the Plaintiff will not be paid to him, as is the case for the other Eligible Members, and the Parties will be restored to the status they were in prior to the conclusion of the

Settlement, and the legal proceedings in this case will be reinstated consequently, both in the main action and in the action in warranty.

11. In addition to the Global Settlement Funds, the EMSB agrees to pay, without admitting liability, the legal fees and court costs, including the Claimant's expert fees (hereinafter the "**Legal Costs**"), notices to Members prior to and following approval of the Settlement, as well as the costs, fees, and disbursements incurred by the Adjudicator in connection with the Adjudication Process. For clarity only, in addition to the Global Settlement Funds, the EMSB is not liable to pay the fees and non-judicial disbursements of Class Counsel (to the extent determined by the Court) as well as, where applicable, the Plaintiff's costs (to the extent determined by the Tribunal).
12. No amount other than that described in paragraph 5 (Global Settlement Funds) and 11 (Court Costs) of the Settlement will be paid by CSEM.
13. It is understood that the costs incurred for the publication of pre-approval and post-approval notices to Members, as well as the costs and fees of the Adjudicator incurred in connection with the Adjudication Process, shall be paid by EMSB as they are incurred, upon presentation of invoices for payment. The EMSB shall be solely responsible for paying these costs, to the exclusion of the Plaintiff, even if the Court refuses to approve the Settlement or if the Settlement is subsequently renegotiated or resolved pursuant to paragraphs 7(b) or 7(c) of the Settlement;

B. Net Settlement Funds

14. The Global Settlement Funds, less the Class Counsel fees as approved by the Court and described below, constitutes the Net Settlement Funds.
15. Subject to the Court's approval pursuant to Articles 590 and 593 of the Code of Civil Procedure, Class Counsel fees shall be used to pay the out-of-court fees and disbursements of such attorneys, as well as applicable taxes.
16. The Net Settlement Funds will be used to compensate Eligible Members following the Adjudication Process.
17. In the event that the claims of fewer than 46 Claimants are deemed eligible, the Global Settlement Funds and the Legal Costs shall be paid by the EMSB within one (1) month from the end of the Adjudication Process, as that term is defined in paragraph 33 of the Settlement, by bank transfer to the account of Kugler Kandestin LLP in trust, Class Counsel.
18. The Settlement constitutes a final and complete settlement of the class action against the Released Party and is intended to compensate, in principal, interest,

additional damages, costs, disbursements, fees, and applicable taxes, the damages that all Members might claim from the Released Party and that relate in any way, directly or indirectly, to the facts and circumstances described in the Class definition, or that gave rise to this litigation, to the documents provided, and to the allegations contained therein, for the entire period covered by the class action, namely from the years 1966 through 1991 inclusively, for the purposes of the Settlement in the proceedings filed in Court File 500-06-001221-239.

II. ADJUDICATION PROCESS

19. Subject to the Court's approval, the adjudicator shall be a retired judge selected by the Plaintiff (the "**Adjudicator**").
20. The Adjudication Process, including the development of the claim form, the procedure for filing a claim, the determination of categories of sequelae, and the distribution of the Net Settlement Funds, as described in **Schedule 1** attached hereto, was strictly developed by Class Counsel.
21. To receive compensation under the Settlement, a Claimant must submit the claim form to Class Counsel using one of the methods set forth in Schedule 1 before the expiration of the deadline for submitting a claim, which is six (6) months from the date of publication of the notice provided for in Article 591 of the Code of Civil Procedure (the "**Claim Period**").
22. The deadline set forth in the preceding paragraph is strict. Any Member who fails to submit a claim form to Class Counsel by the claim deadline will be barred from making any claim against the Released Party in connection with the released claims (see paragraph 46 of the Settlement) and from receiving any compensation under the Settlement.
23. Class Counsel agrees to keep informed counsel for the Released Party, via email, of the number of claims received, once a month during the Claim Period, except during the 6th month, when the information will be provided every two weeks.
24. Neither the Released Party nor its counsel shall have any right to challenge, participate in, or have any say in the Adjudication Process.
25. Only the Adjudicator and Class Counsel will know the identity of the Claimants. The information provided by the Claimants to the Adjudicator and Class Counsel will be kept strictly confidential.
26. The Adjudicator will meet with each Claimant before rendering a decision regarding each claim. If they so desire or feel the need, Claimants may be

accompanied by a person of their choice during these meetings, excluding the Plaintiff and Class Counsel, as well as the representatives and counsel for the Released Party.

A. Appointment of the Adjudicator

27. Class Counsel shall submit for the Court's approval the name of the Adjudicator they have selected when filing the Motion for Approval of the Settlement. The Adjudicator shall be a retired judge.

B. Terms of the Adjudication

28. A Claimant's claim will be deemed eligible under the regime of vicarious liability if there is a sufficiently close relationship between the duties and responsibilities entrusted to Baugniet, in his capacity of teacher, supervisor, or principal at the Schools by the CEPGM (now EMSB) and the alleged sexual assaults, according to the analysis set forth in the judgment of *Tremblay c. Lavoie*, 2014 QCCS 3185 (paragraphs 145 to 173, excluding the passages concerning direct liability), which refers to the relevant *common law* case law (*Bazley c. Curry*, *Blackwater c. Plint*, *Doe c. Bennett*, and *Doe c. O'Dell*; *Jacobi c. Griffiths*) and taking into account, in particular, the non-exhaustive criteria listed in paragraph 158 of *Tremblay c. Lavoie*:

[158] In such cases, the plaintiff must establish that the facts justify imputing liability in two respects. First, there must be a sufficiently close relationship between the tortfeasor and the person being sued, and second, the fault must be sufficiently connected to the conduct authorized by the latter. To this end, the Supreme Court provided a list of factors to consider when determining whether a sufficient connection exists:

- (a) the opportunity that the enterprise afforded the employee to abuse his or her power;
- (b) the extent to which the wrongful act may have furthered the employer's aims (and hence be more likely to have been committed by the employee);
- (c) the extent to which the wrongful act was related to friction, confrontation or intimacy inherent in the employer's enterprise;
- (d) the extent of power conferred on the employee in relation to the victim;
- (e) the vulnerability of potential victims to wrongful exercise of the employee's power.

This analysis must take into account the location and timing of the alleged assaults, as well as the duties and responsibilities of the teacher, supervisor, and/or school principal as set forth in the *Education Act*.

For clarity, the admissibility of a Claimant's claim cannot be based on the EMSB's direct civil liability regime.

(Hereinafter the “**Criteria for Assessing the Eligibility of a claim**”).

29. The terms and conditions of the Adjudication Process are those set forth in **Schedule 1** attached hereto.

C. Decision of the Adjudicator

30. In light of the Criteria for Assessing the Eligibility of a Claim, the Adjudicator shall decide solely, without the involvement of the Parties and their attorneys, on the merits of each claim according to the standard of a preponderance of the probabilities and on the determination of the category of after-effects in accordance with the terms of the Adjudication Process described in Schedule 1 to this Settlement.
31. The Adjudicator's decision finding a claim eligible shall include a minimum rationale, in particular by summarizing the circumstances of the assaults to the best of the member's knowledge (approximate date, time of day, and location), confirming that the claim meets the Criteria for Assessing the Eligibility of a claim, and indicating the category of sequelae to which the Eligible Member belongs.
32. If a claim is deemed ineligible, the Adjudicator must briefly explain the reasons for the decision in a statement not exceeding two pages.
33. The Adjudication process, including the Preliminary Adjudication Report (as described in the following paragraph), must be completed no later than two (2) months after the expiration of the deadline for submitting a claim (“**End of the Adjudication Process**”).
34. Once the Adjudicator has made a decision regarding the eligibility or rejection of all claims filed by the Claimants, the Adjudicator shall provide the Parties with a **Preliminary Adjudication Report** containing the following information:
- a) The number of Claimants; and
 - b) For each category of sequelae, the number of Eligible Members.

35. In the event that the claims of more than 46 Claimants are deemed eligible by the Adjudicator, the Plaintiff shall have **twenty (20) days** following receipt of the Preliminary Adjudication Report to exercise one of the options listed in paragraph 7 of the Settlement, notify the EMSB thereof, and, if applicable, file a motion with the Court pursuant to paragraphs 8 or 9 of the Settlement, as the case may be.
36. In the event that the claims of 46 Claimants or fewer are deemed eligible by the Adjudicator, the Adjudicator shall calculate the amounts due to Eligible Members according to their category of sequelae, all in accordance with the terms set forth in Schedule 1.

D. Determination of Compensation

37. The Adjudicator shall exercise his or her discretion to determine the category of sequelae to be awarded for each eligible claim.
38. The amount of compensation for each category of sequelae can only be determined once all claims have been decided by the Adjudicator and the amount of the Global Settlement Funds to be paid by the EMSB has been determined in accordance with paragraph 5.

E. Closing Report on the Class Action

39. In the event that the claims of 46 Claimants or fewer are deemed eligible by the Adjudicator, nine (9) months from the payment of compensation to members, the Adjudicator will submit to the Court a closing report (the “**Closing Report**”) detailing how the Net Settlement Funds were distributed, and including, in particular, the following information:
 - a) The number of Claimants;
 - b) For each category of sequelae, the number of Eligible Members;
 - c) The amount awarded to Eligible Members for each category of sequelae;
 - d) The amount of the remaining surplus, if any;
 - e) The amount representing the percentage deducted by the *Class Action Assistance Fund* (“*Fonds d’aide aux actions collectives*”) from the remaining balance, if any;
 - f) The total of the Adjudicator’s fees;

- g) The total costs and disbursements incurred in connection with the Adjudication Process.
- 40. The Closing Report must not contain any personal information that could directly or indirectly identify individuals.
- 41. The EMSB will receive a copy of the Closing Report and the decisions of Adjudicator that do not contain any personal information that could directly or indirectly identify individuals.
- 42. Class Counsel shall then ask the Court to declare the class action closed.

F. Surplus

- 43. If any surplus remains in the Global Settlement Funds after compensation has been paid to Eligible Members and the Members' Counsel's fees have been paid, the Class Action Assistance Fund may withhold from this remaining balance the percentage provided for by 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*.
- 44. If applicable, the remaining balance will be distributed to an organization to be determined by mutual agreement between the Plaintiff and the EMSB.

G. Terms of the Adjudicator's Mandate

- 45. Subject to an order of the Court, the Adjudicator shall enjoy full immunity under public law in the performance of the duties entrusted to him or her as Adjudicator. As such, the Adjudicator, having acted in good faith, shall under no circumstances be subject to legal action by any person in connection with his or her role as Adjudicator.

III. OTHER TERMS OF THE SETTLEMENT

A. Release

- 46. In consideration of the performance of the obligations set forth in this Settlement and provided that the Settlement is not resolved pursuant to paragraph 7(c), the Plaintiff hereby grants, personally and on behalf of the Members who have not opted out of the class action (including Members who will not file a claim and those whose claims are deemed ineligible by the Adjudicator), as well as their successors, heirs, and assigns:
 - a) a full, final, and definitive release to the Released Party and waives any and all rights, causes of action, remedies, claims, demands,

contributions, indemnities, or damages of any kind whatsoever arising directly or indirectly from the facts and circumstances described in the Class Definition or giving rise to this litigation, the documents served, and the allegations contained in the proceedings filed in the Court record under number 500-06-001221-239;

- b) a waiver of joint and several liability (and of any obligation *in solidum*, if applicable) and an express release with respect to the Released Party; thus, if the Plaintiff and the Members who have not opted out of the class action subsequently seek damages from persons other than the Released Party, they may only claim damages up to the amount of the liability (joint and several *or in solidum*) of those persons, excluding the shares of liability of the Released Party, which must be borne by the Plaintiff and the Members who have not opted out of the. These shares of liability may be determined by a competent court, regardless of whether the Released Party appears in the proceedings or not (the “Release”).

- 47. It is understood that the Estate, which did not come forward during the proceedings and did not participate in the discussions leading to the agreement in principle or to this Settlement, is not released hereby nor does it benefit from any waiver or remission with respect to its own liability with respect to the facts and circumstances referred to in the Group’s definition or that gave rise to this litigation, as well as to the exhibits filed and the allegations contained in all the proceedings filed in the Court record under 500-06-001221-239.

B. Court Approval of the Settlement and Notice to Members

- 48. The Parties agree to cooperate to have the Settlement approved by the Court.
- 49. Pursuant to Articles 590 and 593 of the Code of Civil Procedure, Class Counsel shall file a Motion for Approval of the Settlement, which will request, among other things, that the Court:
 - a) Approve the Settlement, to which the Parties consent;
 - b) Appoint the Adjudicator, to which the Parties consent;
 - c) Approve the Release in favor of the Released Party, which will be binding on all Class Members, provided that the Settlement is not resolved pursuant to paragraph 7(c) of the Settlement.

- d) Approve the amounts due and to be reimbursed to the Class Action Assistance Fund ("*Fonds d'aide aux actions collectives*") pursuant to Articles 595 through 598 of the C.C.P., if applicable;
 - e) Approve the notice to be published pursuant to Article 591 of the C.C.P., as well as the methods of publication thereof;
 - f) Approve Class Counsel fees, on which the Released Party takes no position. Approval of the Settlement is not conditional upon approval of Class Counsel fees.
50. It is understood that the EMSB bears no responsibility for the payment of the fees of the Members' Counsel to be approved or of any amounts due and payable to the Class Action Assistance Fund ("*Fonds d'aide aux actions collectives*"), if any, other than the payment of court costs payable by EMSB to Class Counsel pursuant to paragraph 11 of the Settlement.
51. The Parties agree that the Court shall retain jurisdiction over the case for any matter that may arise during the implementation of the Settlement, or in the event that the Plaintiff must exercise one of the options provided for in paragraph 7 of the Settlement.
52. If the Court refuses to approve the Settlement in its entirety, with the exception of Class Counsel Fees, the Parties agree that the Settlement shall thereupon be deemed null and void in its entirety, and that the Parties shall be restored to the same legal position as that prevailing prior to its conclusion; they may not in any way rely on the Settlement in the legal proceedings that will thus be reinstated.
53. Class Counsel shall forward drafts of the pre-approval notices of the Settlement referred to in articles 590 and 591 of the Code of Civil Procedure within 10 days of its signing.

C. Binding and Enforceable Nature of the Settlement

54. The Settlement is enforceable as of the date of the Court's judgment approving it, subject to the right to resolve it provided for in paragraph 7(c).
55. Once approved by the Court, the Settlement will be binding on the Plaintiff and all Class Members who have not opted out of the class action (including Class Members who do not file a claim and those whose claims are deemed ineligible by the Adjudicator), as well as their successors, heirs, and successors.

56. The Settlement, including its preamble and Schedules 1 and 2, is indivisible and constitutes a settlement within the meaning of Articles 2631 et seq. of *the Civil Code of Québec*.
57. The Plaintiff and the EMSB negotiated the agreement in principle set forth in the Settlement in good faith, for the sole purpose of bringing a definitive end to the ongoing legal proceedings.
58. The Parties agree that the agreement in principle, as well as the Settlement that sets it forth, are entered into in the best interests of the Members.
59. The payment by the EMSB of the Global Settlement Funds and of court costs or any other costs under this Settlement, if applicable, shall in no way be construed as an admission of liability by the Released Party.
60. For the benefit of the Plaintiff and all Members, this Settlement and its Schedules 1 and 2 shall be translated from French into English. In the event of any discrepancy, the original French-language version shall prevail.
61. The Parties may express their agreement to the Settlement by means of an electronic signature and transmit the Settlement electronically. An electronic signature by a Party has the same legal effect as a handwritten signature, and electronic transmission constitutes valid and effective delivery.

D. Interpretation of the Settlement

62. The Settlement is governed by the laws of Quebec.

IN WITNESS WHEREOF, the Parties have signed at the places and on the dates set forth below:

In Montréal, on _____ 2026

In Montréal, on _____ 2026

C., Plaintiff

Name: Nicholas Katalifos
Chief Executive Officer of the English-Montréal
School Board

SCHEDULE 1

ADJUDICATION PROCESS

C. c. ENGLISH-MONTRÉAL SCHOOL BOARD et al.

No. 500-06-001221-239

I. WHO CAN FILE A CLAIM UNDER THE SETTLEMENT?

1. A class action has been filed against the late Phillip (Hart) Baugniet (“**Baugniet**”) and the English-Montréal School Board (the “**EMSB**”) in connection with sexual assaults committed by Baugniet from 1966 to 1991, on behalf of the members of the following class:

« Toutes les personnes agressées sexuellement alors qu’elles étaient mineures par Phillip (Hart) Baugniet, lesquelles agressions sexuelles ont été causées en lien et alors qu’il était directeur de l’école secondaire Lachine (Lachine High School), de l’école Victoria (Victoria School) ou de l’école FACE, à Montréal, ou y occupait une fonction d’enseignement, de direction ou de supervision, de même que la succession de telles personnes si décédées depuis le 21 août 2019 ».

Unofficial English translation:

“All persons who, while minors, were sexually abused by Phillip (Hart) Baugniet, which sexual assaults were caused in connection with and while he was the principal of Lachine High School, Victoria School, or FACE School, in Montréal, or held a teaching, management or supervisory position at such schools, as well as the succession of such persons if deceased since August 21, 2019” (hereinafter the “Class”)

(collectively referred to herein as the “**Members**”)

2. If you are a Member, you may file a claim under the Settlement.
3. If you are the liquidator of the estate of a Member who died on or after August 21, 2019, you may file a claim under the Settlement (hereinafter, a “**Member’s Estate**”).¹

¹ Pursuant to Article 2926.1 of the *Civil Code of Québec*, a legal action brought by the estate of a deceased victim must be filed within 3 (three) years of the victim’s death, failing which the right to sue is forfeited. In

II. HOW TO SUBMIT A CLAIM?

4. To benefit from the Settlement, Members must submit a Claim Form no later than six (6) months after the publication of the post-approval notice provided for in article 591 of the Code of Civil Procedure (hereinafter “**Claimants**”). This deadline is strict. Any person who does not submit a Claim Form by this deadline will be barred from making any claim against the Released Party and from receiving any compensation under the Settlement.
5. Claimants must submit a claim by completing the **Claim Form** set forth in Schedule 2 and by submitting supporting documentation, if applicable, as described in the Claim Form.
6. The Claim Form and any supporting documentation, if applicable, must be sent either by email, fax, or registered mail (retaining proof of the date of mailing) to the following contact information, citing the case reference (**Class Action 7209**):

By email: reclamationface@kklex.com

By registered mail only:

Kugler Kandestin, LLP
c/o Mtre Alexandre Paquette-Dénomme
1 Place Ville Marie, Suite 1170
Montréal, Québec H3B 2A7

III. HOW WILL MY CLAIM BE DECIDED?

7. The Honorable [***Adjudicator appointed by the Court***], a retired judge of the Superior Court, has been appointed to serve as Adjudicator of the claims (hereinafter, the “**Adjudicator**”).
8. The Adjudicator is solely responsible for determining the eligibility of claims and classifying the resulting sequelae.
9. The EMSB, as well as its attorneys, have no right to challenge, participate in, or have any say in the Adjudication Process.
10. Once the Adjudicator has received the Claim Form, he or she will contact the Claimant to schedule a meeting. The Adjudicator

this case, the motion for authorization to bring a class action was filed on February 7, 2023. Taking into account the suspension of time limits in civil matters due to the COVID-19 pandemic—namely, an additional period of 170 days to be deducted—the relevant date is therefore August 21, 2019.

must take the Claimant's sworn testimony, which will cover:

- a) The sexual assaults and the context in which they occurred;
- b) The damages the Claimant believes they have suffered as a result of these assaults.

11. The meeting with the Adjudicator will be private and confidential.
12. The Claimant may, if they wish, be accompanied by a person of their choice during the meeting with the Adjudicator (for example: a therapist, social worker, family member, or other person they trust, such as a lawyer). This trusted person may not include Plaintiff C., Class Counsel, representatives of the EMSB, or its attorneys. It is not mandatory to be accompanied.
13. The meeting with the Adjudicator will take place via videoconference or in person, at the Claimant's discretion.
14. The meeting with the Adjudicator will last no more than one and a half hours. The Adjudicator may grant additional time to a Claimant if deemed necessary.
15. The Adjudicator will determine the admissibility of a Claimant's claim on the balance of probabilities and in accordance with the Criteria for Assessing the Eligibility of a claim set forth in paragraph 28 of the Settlement, assessing the Claimant's credibility in light of their sworn testimony, their Claim Form, and the supporting documentation provided, if any.
16. The Adjudicator shall exercise his or her discretion to determine the category of sequelae to be assigned to each Claimant, namely:
 - a) Level 1 sequelae; or
 - b) Level 2 sequelae; or
 - c) Level 3 sequelae.
17. To determine the category of sequelae to be assigned to each Claimant, the Adjudicator may take into account several factors evident from the Claimant's sworn testimony, their Claim Form, or the supporting documentation provided, if any, including but not limited to: anxiety, depression, shame, guilt, anger, low self-esteem, sleep difficulties, nightmares, post-traumatic stress, flashbacks, interpersonal difficulties, difficulty trusting others, isolation, sexual difficulties, alcohol or drug use, addictions, treatment at a rehabilitation center or through AA, dark thoughts/suicidal thoughts, suicide attempts, eating disorders, fear of or intolerance toward authority, loss of faith, abandonment of

dreams (personal, professional, etc.), inability to complete one's education, difficulties at work, inability to work or maintain stable employment, expenses for therapy, medication costs, etc.

18. The amount corresponding to each category of sequelae is calculated as follows:
 - a) The "Level 1 sequelae" category will serve as the basis for calculation (i.e., **X**);
 - b) The "Level 2 sequelae" category will receive compensation equal to twice the compensation awarded to the "Level 1 sequelae" category (i.e., **2(X)**);
 - c) The "Level 3 sequelae" category will receive compensation equal to four times the compensation granted to the "Level 1 sequelae" category (i.e., **4(X)**);
 - d) In the case of a Member's estate, the estate shall be entitled to an amount equal to half the compensation awarded to the "Level 1 sequelae" category (i.e., **0.5(X)**).
19. The amount of compensation for each category can only be determined once the Adjudicator has ruled on all claims. Only then will the Adjudicator know the number of Eligible Members in each category of sequelae and will be able to proceed with the calculation in view of the distribution of the Net Settlement Funds.
20. The maximum compensation amount that an Eligible Member may receive is \$400,000.00. This amount may be lower depending on the number of Eligible Members.
21. The Adjudicator's decision deeming a claim eligible will include a brief rationale summarizing the circumstances of the assaults to the best of the Member's knowledge (approximate date, time of day, and location), including confirmation that the claim meets the Criteria for Assessing the Eligibility of a claim and the Eligible Member's category of sequelae ("**Adjudicator's Decision**").
22. If a claim is denied, the Adjudicator must explain their decision in a concise manner not exceeding two pages.
23. The Adjudicator's Decision shall be final, binding, and not subject to appeal.
24. The Adjudicator's hourly rate shall be \$500 per hour, plus applicable taxes, for work performed as part of the described in this Schedule. The Adjudicator's fees shall be paid by the EMSB, in addition to the Global Settlement Funds.

25. In order to receive payment of their fees, the Adjudicator must submit their accounts to the EMSB (c/o Mtre Bernard Jacob (bjacob@morencyavocats.com) and Mtre Jonathan Desjardins Mallette // jdmallette@morencyavocats.com) with a copy to Class Counsel. The accounts shall not contain any personally identifiable information that could directly or indirectly identify any individuals other than Baugniet.

IV. DISTRIBUTION OF THE NET SETTLEMENT FUNDS AND PAYMENT OF CLAIMS

26. Once the Adjudicator has made a decision regarding the eligibility or ineligibility of all claims filed by the Claimants, the Adjudicator shall provide the Parties with a **Preliminary Adjudication Report** containing the following information:
- a) The number of Claimants who have filed a claim; and
 - b) For each category of sequelae, the number of Eligible Members.
27. In the event that the claims of 46 Claimants or fewer are deemed eligible by the Adjudicator and once the Adjudicator has issued all of their Decisions, the Adjudicator and Class Counsel shall calculate the amounts to be awarded to each category of sequelae in accordance with the terms of paragraph 18 of this Schedule, based on the following information:
- a) The amount remaining in the trust account representing the Net Settlement Funds; and
 - b) The number of Eligible Members whose claims have been accepted for each category of sequelae.
28. In this case, the Adjudicator shall distribute the Net Settlement Funds to the Eligible Members whose claims have been accepted by sending them, within two (2) months of EMSB's payment of the Global Settlement Funds, a cheque in Canadian dollars according to the category of sequelae determined in the Adjudicator's Decision.
29. The Adjudicator must subsequently submit a Closing Report to the Court detailing their administration and the manner in which the Net Settlement Funds were distributed. The Closing Report shall not contain any personally identifiable information that would directly or indirectly identify the Claimants and Eligible Members.
30. Class Counsel will then ask the Court to declare the class action closed.

31. In the event that the claims of more than 46 Claimants are deemed eligible by the Adjudicator at the conclusion of the Adjudication Process and the Plaintiff elects to retain the Global Settlement Funds or to renegotiate the Settlement in good faith pursuant to paragraphs 7(a) and (b) of the Settlement, new terms must be agreed upon and approved by the Court.
32. In the event that the claims of more than 46 Claimants are deemed eligible by the Adjudicator at the conclusion of the Adjudication Process, and the Plaintiff elects to resolve the Settlement pursuant to paragraph 7(c) of the Settlement, or the Parties fail to enter into a new or amended settlement pursuant to paragraph 7(b) of the Settlement, the Parties shall then be restored to the status they were in prior to the conclusion of the Settlement, and the legal proceedings shall be reinstated accordingly, both in the main action and in the action in warranty.

SCHEDULE 2

CLAIM FORM

C. c. ENGLISH-MONTRÉAL SCHOOL BOARD et al.

No. 500-06-001221-239

This Claim Form and all supporting documents must be submitted **no later than •** either by email, fax, or to the following address, marked: **“Class Action 7209.”**

By email: reclamationface@kklex.com

By registered mail only:

Kugler Kandestin, LLP
c/o Mtre Alexandre Paquette-Dénomme
1 Place Ville Marie, Suite 1170
Montreal, Quebec H3B 2A7

Please keep a complete copy of your Claim Form and proof of mailing. If you do not receive an acknowledgment of receipt (via email), contact us immediately at **514-878-2861.**

If you do not submit your claim within this time frame, it will be rejected.

If you were sexually assaulted* by Phillip (Hart) Baugniet in connection with and while he was the principal of the Schools (*Lachine High School, Victoria School, or FACE*) or held a teaching, administrative, or supervisory position there between 1966 and 1991 inclusively, you may be entitled to compensation as a member of the Class (hereinafter, “**Member**”), subject to the terms and conditions¹ of the Settlement between the parties.

If you are the liquidator of the estate of a Member who died on or after August 21, 2019, you may also file a claim (hereinafter, an “**Estate**”) and receive compensation.

¹ The criteria for assessing the eligibility of a claim are set forth in paragraph 28 of the Settlement.

Your claim form is confidential.

Please check the box that applies to your situation:

I am completing the Claim Form:

- ☐ Personally, in my capacity as a Member;
- ☐ As the liquidator of the estate of a Member who died on or after August 21, 2019.

*Note: The [Québec Government](#) considers, among other things, all forms of sexual touching (genitals, buttocks, thighs), including touching over clothing, sexual kissing, fellatio, penetration, acts of masturbation, and “frotteurism” to constitute sexual assault.

Victims of sexual assault(s) are not expected to remember the precise details of their assault(s). If you do not remember exactly what happened during your assault or that of the Member for whom you are the estate liquidator, this will NOT prevent you from receiving compensation. Therefore, please answer the questions below to the best of your knowledge and/or memory.

Class Counsel are here to answer your questions and assist you. You can contact us confidentially and free of charge for help in completing the Claim Form.

If you have any questions or need assistance, please contact:

- Mtre Alexandre Paquette Dénomme: adenomme@kklex.com or at 514-360-8885
- Mtre David Stollow: dstollow@kklex.com or at 514-360-8867
- Mtre Pierre Boivin: pboivin@kklex.com or at 514-360-8881

**PLEASE BE SURE TO FILL OUT ALL SECTIONS
THAT APPLY**

Section A: Information as a Member

First Name	Middle Name	Last Name
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Date of Birth (mm/dd/yyyy)

Address

City	Territory/Province	Postal Code
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Phone Number (Day)	Cell Phone Number
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Email

If, for confidentiality reasons, you would prefer not to be contacted using the contact information above, please provide contact information where we can reach you confidentially:

Unless otherwise specified, if your claim is deemed eligible, the settlement cheque will be mailed to the address listed above. If you would like the settlement cheque to be mailed to a different address, please specify it below:

Member's Personal Information:

Marital status: _____

Education Level: _____

Employment: _____

Please attach proof of identity to the Claim Form:

- ☐ A copy of the Member's government-issued ID (health insurance card, driver's license, or passport) is attached.

**Section B: Information in my capacity as liquidator of the
Estate of a Member who died on or after August 21, 2019
(to be completed only by the Liquidator, if applicable)**

Name of the deceased Member:

Date of birth: _____

Date of death: _____

Personal information about the **liquidator** of a deceased member's estate:

First Name

Middle Name

Last Name

Date of birth (mm/dd/yyyy)

Address

City

Province/Territory

Postal Code

Phone number (daytime)

Cell phone number

Email

The liquidator must attach the following documents to the Claim Form:

- ☐ A copy of the deceased Member's death certificate;
- ☐ A copy of the will search certificate from the *Barreau du Québec*;
- ☐ A copy of the will search certificate from the *Chambre des notaires du Québec*;
- ☐ Proof that the person is the Liquidator, namely:
 - i. In the case of a notarized will: a copy of the notarized will appointing the person as liquidator;
 - ii. In the case of a holographic will or a will made before witness: a copy of the will, the court's probate judgment, and the registration of the liquidator's appointment in the Register of Personal and Movable Real Rights (RDPRM);
 - iii. If applicable, in the case where the Member died without a will: the registration of the appointment of the liquidator in the Register of Personal and Movable Real Rights (RDPRM);
- ☐ A copy of the Liquidator's photo ID, showing both the front and back (health insurance card, driver's license, or passport).

The Liquidator of a deceased Member's estate must also complete sections C, D, E, F, and G.

Section C: Information on sexual assault and sequelae

To ensure that the answers to the questions below are clearly legible, please attach, if possible, a typed document and/or a clearly handwritten text. You may attach as many pages as necessary.

The criteria for assessing the eligibility of a claim are set forth in paragraph 28 of the Settlement.

Information on Sexual Assaults

1. Were you (or the Member) sexually assaulted by Phillip (Hart) Baugniet between 1966 and 1991?

☐ Yes

☐ No

2. In which year(s) were you (or the Member) sexually assaulted by Phillip (Hart) Baugniet?

3. How old were you (or the Member) when the sexual assaults first occurred and when they stopped?

4. If the sexual assault(s) occurred while the Member was a student at one of the Schools (*Lachine High School, Victoria School, or FACE*), please attach, if available, proof of enrollment at the school in question.

Confirm, if applicable, that you have attached proof of enrollment to this Claim Form by checking one of the applicable boxes:

- ☐ A report card;
- ☐ An excerpt from a yearbook or a letter dated from the school;
- ☐ Other: _____;

If the sexual assault(s) occurred while the Member was a student at one of the Schools and it is impossible to provide proof of enrollment, please explain why:

5. Please provide a description of the sexual assault(s) committed by Phillip (Hart) Baugniet (e.g., touching, masturbation, fellatio, anal intercourse). If more than one sexual act was committed, please describe each act.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

6. Please describe the circumstances* of the sexual assault(s) including the location, the time, and Phillip (Hart) Baugniet's duties and responsibilities (if known) at either of the Schools at the time of the assault(s).

**(By way of example only, and not limited to: at Lachine High School, while Mr. Baugniet was my teacher; at a camp; during school activities, while Mr. Baugniet was one of the adults responsible for the school; at his cottage; as part of a school activity, etc.)*

7. Please indicate the approximate frequency and duration of the sexual assaults.

8. Please indicate whether one or more individuals witnessed the acts committed by Phillip (Hart) Baugniet*.

**(For example only, and not limited to: an individual who works for one of the schools or the Greater Montreal Protestant School Board (now the English-Montréal School Board) as a teacher, supervisor, or in another capacity).*

Note: The fact that there were no witnesses to the actions taken by Phillip (Hart) Baugniet in no way affects your credibility and does not mean that your claim will not be deemed eligible.

Information on sequelae

9. Please describe your perception of the harm, suffering, and impact that the sexual assaults have had on you (or on the Member)*.

**By way of example only, and not limited to: anxiety, depression, shame, guilt, anger, low self-esteem, sleep difficulties, nightmares, post-traumatic stress, flashbacks, interpersonal difficulties, difficulty trusting others, isolation, sexual difficulties, alcohol or drug use, addictions, attending a rehab center or AA meetings, dark thoughts/suicidal thoughts, suicide attempts, eating disorders, fear of or intolerance toward authority, loss of faith, giving up on dreams (personal, professional, etc.), inability to complete one's education, difficulties at work, inability to work or maintain stable employment, expenses for therapy, medication use, etc.*

It is recommended that you elaborate and personalize the text as much as possible.

Section D: Additional Documentation

If you would like the Adjudicator to consider documentation regarding the eligibility of your claim or the assessment of the damages you (or the Member) have suffered, you may attach it. This may include photos, therapy receipts, medical records, etc.

That said, you are not required to provide any documentation.

Additional documentation attached:

☐ Yes

☐ No

If yes, I am attaching: _____

Section E: Meeting with the Adjudicator

The meeting with the Adjudicator must take place either via videoconference or in person. Please indicate your preference:

The meeting will take place via:

☐ Videoconference

☐ In person (in Montréal)

Section F: Submission of the Claim Form

The Claim Form and supporting documentation must be submitted to Kugler Kandestin using the contact information provided on the first page of this Claim Form.

The Claim Form must be submitted no later than ____; otherwise, your claim will have to be denied.

Section G: Declaration

I, _____, solemnly declare the following:

I declare that the information contained in my claim form is true, and I understand that this declaration has the same legal weight as if I were taking an oath before a Court of Law.

Claimant's Signature

Date

Please keep a complete copy of your Claim Form and proof of its submission.