
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is effective August 15, 2025.

The parties to this agreement are:

The Representative Plaintiffs GX, by their Guardian ad litem, YY and TA by their Guardian ad litem BB on behalf of all Class Members in *GX et. al. v Government of Yukon, et al.*, Supreme Court of Yukon No. 22-A0097 (the "**Action**")

and

Government of Yukon

(together, the "**Parties**")

RECITALS

This MOU records the principal points of agreement which have been reached by counsel in this matter. These points will be fully documented in a comprehensive settlement agreement ("Settlement Agreement") which includes a trauma-informed claims process to resolve, on a final basis, all claims of class members advanced in these proceedings.

This MOU and the terms of the Settlement Agreement are subject to approval by the Government of Yukon, the Representative Plaintiffs, and the Supreme Court of Yukon.

Counsel for Yukon has advised that he will recommend approval of this MOU to the Attorney General of Yukon.

SECTION 1 — DEFINITIONS

1.1 The following terms used throughout this MOU are defined as follows:

- (a) **Certification Order** means the order of Chief Justice Duncan made September 6, 2023 in this Action.
- (b) **Claims Process** - refers to the trauma-informed process for the evaluation and final adjudication of the claims of Class Members agreed upon by the Parties.
- (c) **Class** means all students and former students of Jack Hulland Elementary School who were subject to holds and restraints and/or who were locked in a room and/or place in seclusion between January 1, 2007 and June 30, 2022.
- (d) **Class Counsel** - refers to the firms of Tucker Carruthers and CFM Lawyers LLP.
- (e) **Statement of Claim** means the 2nd Amended Statement of Claim filed in this Action on June 2, 2023.
- (f) **Mediator** - refers to Geoffrey Cowper, KC.
- (g) **Parties** - refers to the Representative Plaintiffs and the Government of Yukon.
- (h) **Settlement Approval Hearing** - refers to the hearing to be scheduled before Chief Justice Duncan of the Supreme Court of Yukon to approve the settlement as fair, reasonable and in the best interests of class members.

SECTION 2 — SETTLEMENT IN PRINCIPLE

- 2.1 Counsel have reached an agreement, subject to approval by the Government of Yukon, Representative Plaintiffs, and the Supreme Court of Yukon to resolve the claims of Class Members advanced in the Statement of Claim on the following basis:
- (a) The claims of Class Members will be diverted to the trauma-informed Claims Process agreed upon by the Parties for final resolution;
 - (b) Class Members will be eligible for compensation in accordance with the terms of the Claims Process;
 - (c) The establishment of a special counselling fund for Class Members and their families as described in SECTION 6;
 - (d) Yukon will issue a public acknowledgment as described in SECTION 8;
 - (e) Yukon will be responsible for the costs of the Claims Process as detailed in SECTION 4; and
 - (f) Yukon shall pay the reasonable costs and disbursement of the Plaintiffs incurred up to the date of approval of the Settlement Agreement within 30 days of the amount being agreed upon or fixed by assessment under the Rules of Court.

- 2.2 Yukon shall also pay each of the representative plaintiffs an honorarium of \$10,000.

SECTION 3 — TRAUMA-INFORMED CLAIMS PROCESS

- 3.1 Counsel have agreed to the implementation of a three-tiered trauma-informed claims process structure in substantially the form attached as Schedule A (the "Claims Process").
- 3.2 The parties recognize that some Class Members have, to varying degrees, been traumatized by being subjected to holds, restraints and seclusion while they were students at Jack Hulland Elementary School. Additionally, many Class Members are young or suffer from conditions which create a risk that they will be vulnerable to re-traumatization through the process of evaluating their claims.
- 3.3 The intent of the Claims Process is to provide an expeditious and simplified process for the final resolution of claims which reduces the procedural and psychological burden on Class Members while ensuring that all claims of Class Members are appropriately evaluated and assessed.
- 3.4 The Claims Process includes limits on the total compensation recoverable inclusive of all damages (including compensatory, aggravated, and punitive), costs, interest, and disbursements in the following amounts:
- (a) Tier 1 claims will be subject to a comprehensive cap of \$35,000;
 - (b) Tier 2 claims will be subject to a comprehensive cap of \$300,000; and
 - (c) Tier 3 claims will be subject to a comprehensive cap of \$1,000,000.
- 3.5 The Claims Process incorporates the use of trauma-informed interviews of Class Members as a substitute for other methods of presenting evidence from Claimants.

SECTION 4 — CLAIMS ADMINISTRATIONS COST

- 4.1 Yukon will be responsible for all costs of implementing and administering the Claims Process including:
- (a) Claims Officer fees and associated costs;
 - (b) Costs of any support staff required by the Claims Officer;
 - (c) Costs of forensic psychologists used to conduct any trauma-informed interviews;
 - (d) Facility costs (for example, room rentals); and
 - (e) Document destruction costs related to the Claims Process.

- 4.2 The parties are agreed that the services of an external claims administrator are not required.

SECTION 5 — NOTICE TO THE CLASS

- 5.1 Class Members will receive Notice of the Settlement Approval Hearing in accordance with a Notice Plan to be agreed upon by the parties or as ordered by the Court. Yukon will be responsible for the costs of implementing the Notice Plan.
- 5.2 Following approval of the Settlement Agreement, if granted, there shall be a further notice to the Class Members of the Claims Process. Yukon shall be responsible for the costs of such notice.

SECTION 6 — SPECIAL COUNSELLING FUND

- 6.1 A special counselling fund of \$250,000 will be established to assist Class Members and their families. This fund will be administered by the Government of Yukon to provide reimbursement for the costs of counselling and related treatment to Class Members and their families where these costs or any portion of them are not eligible for payment or reimbursement from any other government program or private insurance plan.
- 6.2 The benefits from this fund will be capped at \$5000 per claimant and will be available for any services rendered up to March 31, 2028.
- 6.3 The Parties agree to confer before March 31, 2027 to review the use, sufficiency, and efficacy of the special counselling fund and consider whether any changes are required.

SECTION 7 — LEGAL FEES

- 7.1 All payments to class members pursuant to the claims process will be paid to Class Counsel in trust.
- 7.2 Subject to Court approval, the fees of Class Counsel will be sought pursuant to the contingency fee agreement in place with the Representative Plaintiffs.

SECTION 8 — ACKNOWLEDGEMENT

- 8.1 Yukon will issue a public statement acknowledging the harm suffered by class members in substantially the form attached as Schedule B.

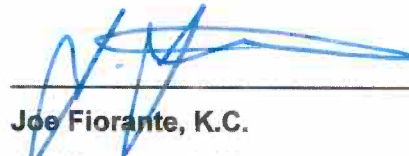
SECTION 9 — RELEASE OF CLAIMS

- 9.1 Yukon will be entitled to a release of all claims advanced by Class Members in the Statement of Claim in a form to be agreed upon.

SECTION 10 — DISPUTE RESOLUTION

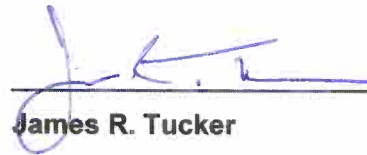
- 10.1 If the parties cannot agree on the final terms of the Settlement Agreement, the dispute will be submitted to the Mediator for resolution. If the parties remain in disagreement, the issues shall be submitted to the Mediator for binding arbitration pursuant to the Arbitration Act.

Representative Plaintiffs, by their counsel



Joe Fiorante, K.C.

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



James R. Tucker

Tucker Carruthers
301-303 Alexander St.
Whitehorse, YT Y1A 2L5

Government of Yukon, by its counsel



I.H. Fraser

Department of Justice
Legal Services Branch

SCHEDULE "A"

SC 22-A0097

SUPREME COURT OF YUKON

Between

GX, BY THEIR GUARDIAN AD LITEM, YY AND
TA BY THEIR GUARDIAN AD LITEM BB
in a representative capacity on behalf of all students and former students of Jack
Hulland Elementary School who were subject to holds and restraints
and/or who were locked in a room and/or placed in seclusion
between January 1, 2002 and June 30, 2022

Plaintiffs

and

GOVERNMENT OF YUKON, DEPARTMENT OF EDUCATION

Defendant

CLAIMS PROTOCOL

A. REDUCING RE-TRAUMATIZATION

1. The parties recognize that some Class Members have, to varying degrees, been traumatized by being subjected to holds, restraints and seclusion ("Events") while they were students at Jack Hulland Elementary School ("JHES"). Additionally, many Class Members are young or suffer from conditions which create a risk that they will be vulnerable to re-traumatization through the process of evaluating their claims.
2. Considering the vulnerability of Class Members and the nature of their claims, it is appropriate that the process for evaluating and assessing the claims of Class Members who wish to make a claim ("Claimants") be as expeditious and simple as possible. The intent of this Protocol is to establish a claims process that reduces the

procedural and psychological burden on Class Members while ensuring that all claims of Class Members are appropriately evaluated and assessed.

B. CLAIMS OFFICERS

3. The parties shall agree on up to three individuals with adjudicative experience who are knowledgeable in assessing claims for personal injury to be appointed by Consent Order in this action as Claims Officers for the purpose of this Protocol. The fees to be charged by the Claims Officers will be set by agreement between Yukon and each Claims Officer and paid by Yukon. If the parties cannot agree on who should be appointed as Claims Officers, then either party may make an application to the Supreme Court of Yukon for an order appointing Claims Officers for the purpose of this Protocol.

C. CLAIM TIERS

4. There are three Tiers for the evaluation and assessment of claims. The process (the nature of the evidence and the degree of proof required of each Claimant) within each Tier is structured to be proportionate to the amount of compensation claimed.
5. A Claimant may choose to submit a claim in any one of the three Tiers but may not submit a claim in more than one Tier.
6. Until the Claims Officer has issued a Claim Determination, a Claimant may withdraw a claim and then submit a claim in another Tier. However, a Claimant may do so only once without leave of the Claims Officer.

Tier 1

7. Tier 1 is intended to provide a fast, simplified, paper-based compensation process for Claimants who can establish that they were subjected to one or more Events.
8. Claimants in Tier 1 are not obliged to prove any of the usual elements required to establish liability for an intentional tort, nor is their entitlement to compensation based on their ability to establish any degree of harm suffered.

9. Claimants who establish eligibility for compensation in Tier 1 will receive a Claim Payment of \$3,500 per day that any Event occurred, with a minimum payment of \$10,000 and a maximum payment of \$35,000.

Tier 2

10. Tier 2 is intended to provide a simplified compensation evaluation process for Claimants who can establish that they have suffered harm from one or more Events.
11. Claimants in Tier 2 are not obliged to prove any of the usual elements required to establish liability for an intentional tort, but their entitlement to compensation will depend on their ability to establish the degree of harm suffered as a result of being subjected to one or more Events. If the Claimant does not establish harm suffered as a result of being subjected to one or more Events, then compensation shall be assessed as set out in paragraph 14.
12. The Claims Officer will determine the appropriate amount of the Claim Payment based on a consideration of:
 - (a) all the circumstances established in the record placed by the Claimant and Yukon before the Claims Officer;
 - (b) any information acquired by the Claims Officer through the interview process set out in this Protocol; and
 - (b) the legal principles that would guide a Justice in an award of damages (including punitive damages) in a proceeding in the Supreme Court of Yukon.
13. Where the Claims Officer determines that it is appropriate to do so, the Claims Officer may include in the amount of the Claim Payment an amount for:
 - (a) pre-judgment interest, awarded and calculated in the same manner as in a proceeding in the Supreme Court of Yukon; and
 - (b) costs and disbursements, awarded and calculated in substantially the same manner as party and party costs under Rule 60 of the Rules of Court.

14. Even if the Claims Officer determines that a Claimant has failed to establish any harm suffered as a result of being subjected to one or more Events, the Claims Officer may nonetheless award that Claimant a Claim Payment in the same amount as might have been awarded to the Claimant as nominal damages for assault, battery, or false imprisonment in a proceeding in the Supreme Court of Yukon, up to a maximum of \$20,000 in total. In awarding a Claim Payment of this kind, the Claims Officer shall not consider the scale of compensation that might have been awarded to the Claimant under Tier 1, but shall consider the legal principles that would guide a Justice in an award of such damages in a proceeding in the Supreme Court of Yukon.
15. Claimants who establish eligibility for compensation in Tier 2 will receive a Claim Payment of up to \$300,000, inclusive of all damages, interest, costs, and disbursements.

Tier 3

16. Tier 3 is intended to provide an efficient and trauma-informed evaluation process for Claimants who claim to have suffered serious harm from one or more Events.
17. Claimants in Tier 3 are obliged to prove the usual elements required to establish liability for negligence and/or an intentional tort.
18. In assessing the reasonableness of conduct by teachers, staff or other personnel at JHES, the Claims Officer will have regard to and apply the following principles:
 - (a) Physical holds, restraints and seclusion are to be used as a last resort in situations that present imminent danger of physical harm to the student or to others;
 - (b) Physical holds, restraints and seclusion should only be used where less restrictive options have been tried but were ineffective in ending the imminent danger; and
 - (c) Imminent danger is when a student is about to inflict significant physical harm to themselves or others.

19. Yukon reserves the right to argue that in exceptional circumstances;
 - (a) the use of holds, restraints, or seclusion may be reasonable or justified even where imminent danger was not present;
 - (b) holds, restraints, or seclusion may be used to prevent significant damage to property or significant disruption of the classroom or teaching environment.
20. Yukon reserves the right to argue that the standard of acceptable conduct has changed over time.
21. The Claims Officer will determine the appropriate amount of the Claim Payment based on a consideration of:
 - (a) all the circumstances established in the record placed by the Claimant and Yukon before the Claims Officer;
 - (b) the legal principles that would guide a Justice in an award of damages (including punitive damages) in a proceeding in the Supreme Court of Yukon.
22. Where the Claims Officer determines that it is appropriate to do so, the Claims Officer may include in the amount of the Claim Payment an amount for:
 - (a) pre-judgment interest, awarded and calculated in the same manner as in a proceeding in the Supreme Court of Yukon; and
 - (b) costs and disbursements, awarded and calculated in substantially the same manner as party and party costs under Rule 60 of the Rules of Court.
23. If a Claims Officer determines that a Claimant has been harmed as a result of negligence on the part of Yukon or as a result of some fault by any person at JHES for whose actions or omissions Yukon has vicarious liability, then that Claimant is eligible for a Claim Payment of up to \$1,000,000, inclusive of all damages, interest, costs, and disbursements.

D. FILING OF CLAIMS

24. Each Claimant shall complete a Proof of Claim using one of the forms appended to this Protocol as:

**Schedule A – Tier 1 Claim;
Schedule B – Tier 2 Claim; or
Schedule C – Tier 3 Claim.**

25. Tier 1 Claimants shall serve a Proof of Claim on Yukon.
26. Tier 2 and 3 Claimants shall file a Proof of Claim directly with the Claims Officer.
27. As part of their Proof of Claim, a Claimant in Tier 1 or Tier 2 may submit no more than 15 pages of additional submissions exclusive of any documentary evidence for consideration by the Claims Officer. The Claims Officer may allow the Claimant to provide additional submissions that are longer than 15 pages in length.
28. Claimants in Tier 2 and Tier 3 may rely upon expert reports that are provided in a form that meets the requirements of Yukon Rules of Court 34(5). Claimants in Tier 2 are limited to a maximum of 2 expert reports.

E. CLAIMANTS' RELEASES

29. Claimants who submit claims for evaluation and assessment under this Protocol will be required to execute a comprehensive release of their claims against Yukon in the form set out as Schedule D. The release shall be held by class counsel in trust for Yukon to be released upon the later of the receipt of the Claim Payment or exhaustion of all of the Claimant's rights of appeal.

F. INITIAL ADMINISTRATION OF CLAIMS

30. Upon receipt of a Proof of Claim, the Claims Officer shall provide a copy of it to Yukon and assign the Claimant a unique Claimant Number to be used in identifying the Claimant in the proceeding under this Protocol. Upon assignment, the Claimant Number shall be used in substitution of the Claimant's name through the Claims Process and any appeals. The identity of each Claimant, including the assigned

Claimant Number, shall at all times be subject to the confidentiality obligations in this Protocol. The parties will agree upon a supplementary protocol to implement the confidentiality obligations.

31. All documents related to the claim of each Claimant shall be kept in a distinct file separate and apart from those of any other Claimant.
32. Upon receipt of a Proof of Claim, the Claims Officer shall review it to ensure that all required sections of the Proof of Claim are completed, and all necessary signatures are present. A Claims Officer may exercise discretion to disregard any deficiencies in the Proof of Claim that do not affect the substance of the claim, or a Claims Officer may require that a Claimant address any deficiencies in a Proof of Claim prior to the consideration of the Proof of Claim for evaluation and assessment.

G. DOCUMENTARY & OTHER EVIDENCE

33. Some Events were not properly documented or reported to parents. In situations where reports such as WRA's or NVPCI's were prepared, the documents often lack important details regarding the Events or what steps staff had taken, if any, to de-escalate the situation prior to employing physical force. As a result, the available records may provide limited reliable evidence for assessment purposes.
34. Many Claimants may not have evidence such as medical or consulting records or expert reports. The presence or absence of such evidence alone shall not advantage or disadvantage a Claimant if the Claims Officer determines that the information otherwise provided by them is reliable and credible.
35. The records of JHES and Yukon may be used to confirm that Claimants were students at JHES during particular years, and that they were taught and supervised by particular teachers and staff at particular times.
36. The parties are not subject to documentary disclosure obligations such as those found in the Rules of Court. However, either party may apply to the Claims Officer for an order requiring the other party to produce any records in that party's power,

possession, or control that the Claims Officer determines are relevant to the matters in issue in the claim.

37. If production is not made, and the party does not provide an explanation determined by the Claims Officer to be reasonable, the Claims Officer may make such order as the interests of fairness and justice require, including allowing or disallowing any part of a claim

H. INTERVIEWS

Tier 2

38. At Yukon's request, a person skilled in conducting trauma-informed interviews and agreed upon by the parties ("Interviewer") shall conduct a trauma-informed interview of a Tier 2 Claimant to assess the submitted information or elicit further information relating to the Claim.
39. Counsel for Yukon may submit questions or topics to the Interviewer but the Interviewer shall determine the form and manner in which the questioning will be conducted. The interview will be recorded and a transcript provided to Counsel for the Claimant and Yukon. The transcript shall form part of the claim assessment record ("Interview Transcript").

Tier 3

40. At the Claimant's option, a Claimant may substitute an Interview Transcript for a Claimant's affidavit.
41. If this option is exercised then, at Yukon's request, that Interviewer or some other person skilled in conducting trauma-informed interviews and agreed upon by the parties, shall conduct an additional trauma-informed interview of the Claimant to assess the submitted information or elicit further information relating to the Claim.

Appointment of Interviewers

42. If the parties cannot agree on an Interviewer, either party may apply to the Claims Office to designate the Interviewer.

I. BURDEN OF PROOF & CONSIDERATION OF EVIDENCE

43. Unless this Protocol explicitly provides otherwise, the burden of proof shall be the same as it would be in a proceeding in the Supreme Court of Yukon.
44. In evaluating or assessing claims in all Tiers, if the Claims Officer determines that the interests of justice and fairness require it, the Claims Officer may rely on evidence that the Claims Officer determines is credible and reliable in the circumstances, including evidence that might not be admissible in a Supreme Court of Yukon proceeding.

J. CONTESTATION BY YUKON

Tier 1

45. Yukon may not contest a claim in Tier 1 except by serving evidence to demonstrate that the Claimant was not subjected to an Event because:
- (a) the Claimant was not a student at JHES or was absent from the school during the period of time of the Event;
 - (b) the school was not in session at the time of the Event; or
 - (c) none of the teachers or staff alleged to have participated in the Event were present at JHES during the period of time of the Event.
46. Despite any contestation by Yukon, a Claims Officer may determine that a Claim Payment should be made if the Claims Officer concludes, on the balance of probabilities, that an Event took place, even though not during the period of time claimed.

Tier 2

47. Yukon may contest a claim in Tier 2 on the same basis as a claim in Tier 1.
48. In addition, Yukon may also contest a claim in Tier 2 by filing up to 2 expert reports or other documentary evidence (including affidavits) responsive to any of the facts alleged in the record placed by the Claimant before the Claims Officer or developed by the Claims Officer through the interview process set out in this Protocol.
49. The Claimant shall not be obliged to attend for an examination by an expert retained by Yukon.

Tier 3

50. Yukon may contest a claim in Tier 3 by contesting that the Claimant has failed to prove any element of their claim further to the Claims Protocol terms set out at paragraphs 17-20.
51. In addition, Yukon may also file evidence with the Claims Officer to contest a claim in Tier 3 in the form that would be permitted in a summary trial conducted in the Supreme Court of Yukon under Rule 19, except where this Protocol provides explicitly otherwise.
52. A Claimant shall not be obliged to attend for an examination by an expert retained by Yukon.
53. Yukon shall not be entitled to conduct an examination for discovery under Rule 27 or deliver interrogatories under Rule 29 .

K. EVALUATION AND ASSESSMENT

Tier 1

54. The Claimant shall promptly serve on Yukon a copy of its Proof of Claim and the documents filed with it.

55. Upon receipt of a Proof of Claim, Yukon shall have 45 days to contest liability by serving the Claimant and Class Counsel with a Response. Yukon's Response shall not exceed 10 pages, exclusive of any documentary evidence or expert reports.
56. The Claimant shall have 20 days to serve a Reply not exceeding 7 pages, exclusive of any documentary evidence replying to Yukon's Response.
57. The Claimant and Yukon shall have 45 days from receipt of the Reply to reach an agreement on the resolution of the claim.
58. If there is no agreement, the materials from the Claimant and Yukon shall be provided to the Claims Officer, who shall proceed with the evaluation and assessment of the claim and issue a Claim Determination determining:
 - (a) whether the Claimant is a Class Member;
 - (b) whether the Claimant was subjected to an Event; and
 - (c) if so, the amount of compensation to be awarded to the Claimant.

Tier 2

59. The Claims Officer shall promptly provide to Yukon a copy of each filed Proof of Claim and the documents filed with it.
57. Within 30 days of receiving a Proof of Claim from the Claims Officer, Yukon may require that the Claimant be interviewed pursuant to the interview process set out in this Protocol.
60. The Interview Transcript will be promptly provided to the Claims Officer, the Claimant, Class Counsel, and Yukon.
61. Upon receipt of a Proof of Claim or of the Interview Transcript, whichever is later, Yukon shall have 45 days to file a Response. Yukon's Response shall not exceed 15 pages, exclusive of any documentary evidence.
62. The Claims Officer shall promptly provide a copy of the Response to the Claimant and to Class Counsel.

63. The Claimant shall have 15 days to file a Reply not exceeding 7 pages, exclusive of any documentary evidence replying to Yukon's Response.
64. The Claimant and Yukon shall have 45 days from receipt of the Reply to reach an agreement on the resolution of the claim.
65. If there is no agreement, the Claims Officer shall proceed with the evaluation and assessment of the claim and issue a Claim Determination determining:
 - (a) whether the Claimant is a Class Member;
 - (b) whether the Claimant was subjected to an Event; and
 - (c) if so, the amount of compensation to be awarded to the Claimant.

Tier 3

66. Unless this Protocol explicitly provides otherwise, (e.g., the substitution of a Proof of Claim for a Statement of Claim, of an Interview Transcript for an affidavit), the material delivered for the evaluation and assessment of a Tier 3 claim shall be the same as would be required or permitted in a summary trial conducted in the Supreme Court of Yukon under Rule 19.

L. ACCOMMODATIONS

67. The parties may agree to adjust the procedure for evaluating and assessing any claim in any Tier so as to reduce the psychological burden on a Claimant (e.g., limitations on cross-examination, or substitution of the interview process established under this Protocol for cross-examination).
68. If the parties cannot agree on a procedural adjustment for a claim, either party may apply for directions to the Justice responsible for the case management of this class action and the court may give such directions as it determines the interests of fairness and justice require.

M. CLAIM DETERMINATIONS

69. A Claims Officer shall issue supporting reasons for every Claim Determination.

70. If no Notice of Dispute is filed within 30 days, then the Claim Determination becomes final.
71. Yukon shall pay a Claim Payment to Class Counsel in Trust within 60 days of the date of the Claim Determination becoming final.

N. COMPLETE COMPENSATION

72. A Claim Payment is complete compensation for all of a Claimant's claims advanced in the class proceeding, including all forms of damages, interest, and costs.

O. DISPUTING CLAIM DETERMINATIONS

73. A Claims Officer's Determination may be appealed to the Justice responsible for the case management of this class action.
74. The Claimant or Yukon may dispute a Claim Determination by filing a Notice of Dispute with the Justice responsible for the case management of this class action within 30 days of receiving a copy of the Claims Determination.
75. The standard of review on appeal shall be the standard ordinarily applied to an appeal of a trial judgment of a Justice of the Supreme Court of Yukon to the Court of Appeal.
76. If an appeal is successful, the Justice hearing the appeal shall render the decision that the Claims Officer should have rendered based on the record before the Claims Officer rather than remit the matter back to a Claims Officer for re-hearing.

P. CONFIDENTIALITY

77. All Proofs of Claim and any information provided to or obtained by the parties, a Claims Officer, or a Claimant in connection with the Proofs of Claim, including the name of each Claimant, shall be kept strictly confidential and shall not be disclosed except by order of the Supreme Court of Yukon or with the written consent of the person to whom the Proof of Claim or the information relates.

78. Within 90 days of the final determination of a Claim, including the determination of any legal challenges related to the Claim or to this class action proceeding, the Claims Officers shall destroy all information and documentation in their possession related to the Claims or to the administration of this Protocol.

Q. ADMINISTRATIVE EXPENSES

79. Yukon will be responsible for all costs of implementing and administering the Claims Process including:
- (a) Claims Officer fees and associated costs;
 - (b) Costs of any support staff required by the Claims Officer;
 - (c) Costs of forensic psychologists used to conduct any trauma-informed interviews;
 - (d) Facility costs (for example, room rentals); and
 - (e) Document destruction costs related to the Claims Process.
80. Any dispute over the entitlement to payment of any administrative expenses charged under this provision shall be resolved by the Claims Officer who heard the claim to which the expense relates or by a Claims Officer selected jointly by the parties.

R. DEADLINE FOR FILING CLAIMS

81. The period during which Class Members may file claims under this Protocol ends two years from the date the notice of the claims process is first published.
82. Unless a Justice of the Supreme Court of Yukon has ordered otherwise, no claims may be accepted by a Claims Officer after that date and no claim filed after that date is eligible for compensation under this Protocol.

S. CONSENT DISMISSAL

83. No later than 30 days after all Claims Determinations have become final, the plaintiffs shall obtain an order dismissing this action.

84. The dismissal of the action shall not prevent class counsel from applying to the court for approval of their fees.

T. AMENDMENTS

85. Class Counsel and Counsel for Yukon shall oversee the implementation of this Claims Protocol and, subject to the approval of the Justice responsible for the case management of this class action, may agree in writing to modify this Protocol (including any time limits or deadlines). Approval of the Justice responsible for the case management of this class action is not required for the modification of any time limits or deadlines set out in this Protocol.

U. GOVERNING LAW

86. This Protocol is governed by and is to be construed and interpreted in accordance with the laws of Yukon and all proceedings in relation to it shall be brought in the Supreme Court of Yukon.

___ August 2025

JOE FIORANTE, K.C.
Counsel for the Plaintiffs

___ August 2025

JAMES R. TUCKER
Counsel for the Plaintiffs

___ August 2025

I.H. FRASER
Counsel for the Government of Yukon

SCHEDULE “B”

Through the Department of Education, (the Department”), the Government of Yukon operates and manages schools in Yukon as described in the Yukon *Education Act*. Jack Hulland Elementary School, (JHES”), is an elementary school in which children are taught grades from Kindergarten through to and including Grade 7. Additionally, from 2010 until 2021, the Grove Street Program operated in the JHES building. The Grove Street Program was a shared resource program which was intended to provide a supported learning environment for students with social, emotional and behavioural difficulties in grades four through seven.

It was the Department s responsibility to supervise and oversee the processes employed at JHES and the Grove Street Program for disciplining students who attended there.

Holds and restraints are the physical restriction of a student which immobilizes or reduces the student s ability to move his or her torso, arms, legs or head freely.

Holds and restraints are taught to teachers and staff who work in Yukon schools by the Department. Holds and restraints are intended to be used only as a last resort when all other measures have failed to prevent imminent harm to a student or to someone else. Once the danger of harm has passed, the holds and restraints should end.

Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving.

Seclusion is not taught by the Department to teachers and staff who work in Yukon schools but is understood to be used only as a last resort when all other measures have failed to prevent imminent harm to a student or to someone else. Once the danger of harm has passed, seclusion should end.

From about January of 2007 until in or about June of 2022, the teachers and staff at JHES routinely and repeatedly employed holds, restraints and seclusion on students at JHES when there was no risk of the student harming themselves or someone else. During that time, holds, restraints and seclusion were used at JHES and in the Grove Street Program to, among other things, discipline students and modify their behaviour. Additionally, during that time, holds, restraints and seclusion were used excessively and for much longer periods of time than was necessary.

The Department permitted the improper and excessive use of holds, restraints and seclusion on students at JHES and in the Grove Street Program from January of 2007 until June of 2022 by its lack of oversight and supervision of JHES.

The Government of Yukon acknowledges the ongoing harm imposed on the children and their families through the failure to be honest, transparent and accept responsibility for

what occurred at JHES. This lack of communication and accountability created barriers to healing and recovery, burdening the children and their families for far too long. The Government of Yukon recognizes the courage and resiliency of all individuals who have worked to bring meaningful change and justice for those affected.

The Government of Yukon, and specifically the Department of Education, accepts full responsibility and offers a sincere apology to the affected children and their families. The Government of Yukon asks for their forgiveness for having failed to protect those children from the improper use of holds, restraints and seclusion while in the care of the Government of Yukon at JHES.