

**Action No.: 08-16-772 CVC**

**IN THE NUNAVUT COURT OF JUSTICE**

**BETWEEN:**

**RPC 1 and RPC 2**

**PLAINTIFFS**

**and**

**THE COMMISSIONER OF NUNAVUT AND THE COMMISSIONER OF THE  
NORTHWEST TERRITORIES**

**DEFENDANTS**

**SETTLEMENT AGREEMENT**

**WHEREAS** the Plaintiffs brought this action for alleged negligence, vicarious liability and breach of fiduciary duty in respect of sexual abuse inflicted by Maurice Russell Cloughley ("Cloughley"), a teacher employed by the Defendants in schools operated by the Defendants in Nunavut Territory between April 1, 1969, and July 30, 1981;

**AND WHEREAS** by Order dated August 4, 2020, the Nunavut Court of Justice certified this action as a class proceeding;

**AND WHEREAS** the Territory of Nunavut does not have class action legislation;

**AND WHEREAS** the parties are proceeding under the common law principles for representative actions set out in *Western Canadian Shopping Centres Inc., v. Dutton*, 2001 SCC 46;

**AND WHEREAS** the parties hereinafter set forth a plan to directly notify all potential class members of this action and their right to make claims thereunder;

**AND WHEREAS** the parties agree that all claims against the Defendant for the actions of Cloughley as set forth in the Amended Statement of Claim are covered by this agreement;

**AND WHEREAS** counsel for the parties to this Agreement have conducted a thorough analysis of the claims, and they have also taken into account the extensive burdens and expense of litigation, including the risks of litigating aggregate and individual damages issues;

**AND WHEREAS** in consideration of all of the circumstances and after extensive arms' length negotiations, both directly and with the assistance of a mediator, the parties to this Agreement wish to settle any and all issues among themselves in any way relating to the within action;

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

**AND WHEREAS** many Class Members have been waiting since 2008 for a resolution to their civil action for sexual abuse inflicted by Cloughley;

**AND WHEREAS** several Class Members have passed away since the beginning of the litigation;

**NOW THEREFORE** the parties to this Agreement agree to settle the issues in dispute in this Class Action on the following terms and conditions:

1. This settlement agreement (the "**Agreement**") reflects the agreement between the Plaintiffs and Defendants to resolve the causes of action, claims and/or demands, on all counts made against the Defendants in this class action in accordance with the terms more particularly set out herein.
2. All monetary amounts provided herein are stated in Canadian dollars.
3. The Defendants enter into this Agreement without an admission of liability, with the exception of admissions that have made within this proceeding.

**A. The Class Definition**

4. "**Class Members**" means

All individuals who were:

- a) enrolled as students in schools owned or operated by the Defendants in Nunavut Territory between April 1, 1969, and July 30, 1981;
- b) exposed to Maurice Russell Cloughley ("Cloughley") during the time Cloughley was employed by either Defendants as a teacher in the community where the Class Member lived; and
- c) sexually assaulted by Cloughley while they were in his charge, or were made to be subjects of child pornography by Cloughley, or were made to engage in sexual activities with other children by Cloughley, or some combination of these forms of sexual exploitation.

**B. Compensation Summary**

5. Class Members may make claims for compensation in accordance with compensation levels 1 to 4 as set out in the hereto attached **Schedule "A"**.
6. Class Members are entitled to compensation only from the highest compensation category level in Schedule "A", for which they are eligible. For greater certainty, Class Members whose claims fall into more than one category in Schedule "A", are entitled to

compensation from only one category and not entitled to cumulative compensation based on each category set out in Schedule "A" for which they are eligible.

7. No compensation will be payable for "common experience" harm, physical or psychological harm not involving sexual abuse or for any form of aggregated harm or aggregated damages.
8. The amounts set out in the Schedule "A" are inclusive of claims for economic loss and/or loss of economic opportunity and any other claim for compensation. No additional compensation will be payable for economic loss and/or loss of economic opportunity or any other loss or damage outside of, or additional to, compensation available under Schedule "A".
9. The Defendants agree to an all-inclusive settlement in the amount of \$8,000,000 (the "Settlement Amount"). For greater clarity, the maximum the Defendants will pay under this Agreement is \$8,000,000. The Settlement Amount means the total amount the Defendants have agreed to pay to settle the action, inclusive of payment of approved claims, counsel fees, disbursements, administration costs, notice plan costs, adjudication costs, interest, honoraria and all-applicable taxes. After payment of court approved Counsel Fees, disbursements, and all applicable taxes and any honoraria, the Defendants will provide to RicePoint, the remaining balance of the Settlement Amount to be held in trust, for the benefit of the Class Members in a segregated, interest-bearing account to be distributed only in accordance with this Settlement Agreement. Any interest earned on the funds shall form part of the Settlement Amount for distribution in accordance with this Agreement.
10. The respective Settlement Amounts shall be paid as follows:
  - (a) First, to satisfy counsel fees, Class Counsel's disbursements and applicable taxes in the amount approved by the Court;
  - (b) Second, to pay honoraria, administration costs, notice plan costs, claims assessment costs and applicable taxes; and
  - (c) Third, to compensate Class Members based on the "Compensation Allocation System" in Schedule "A".
11. The Defendants shall pay Class Counsel's legal fees, disbursements and applicable taxes as approved by the Court, within ten (10) business days of the appeal period lapsing in respect of the Court's order approving said fees. The fees and costs incurred by the administration or adjudication of claims will be paid out of the Settlement Amount, as the payments to the Claims Administrator and Claims Reviewer come due.
12. Once the Claims Period, as defined below, has expired and each eligible claim has been approved and classified to the appropriate compensation level pursuant to this Agreement, the Claims Administrator will calculate the total amount owed to the Class Members.
13. The Claims Administrator will confirm in writing the Approved Awards to the Defendants and Class Counsel, as well as the respective balances of the Settlement Amounts, prior to withdrawing any funds to satisfy the Approved Awards.
14. Notwithstanding any term in this Agreement, under no circumstances shall the Defendants (and its insurers) pay more than the Settlement Amount. If the Settlement Amount is

exhausted after all payments listed in paragraph 10 are made and in result the Approved Awards exceed the Settlement Amount, then the individual claim payments will be reduced *pro rata*.

15. If, the total amount owed to the Class Members is less than the Settlement Amount remaining after satisfying the payments made under paragraph 10 of this Agreement, then the individual claim payments will be increased *pro rata*.
16. For greater certainty and to prevent double recovery, any person who has previously settled or otherwise released either of the Defendants from a claim for the same alleged sexual abuse shall not be entitled to any compensation through this claims process.

**C. Claims Process, Notice and Administration**

17. The claims period shall be six (6) months from the date of the order approving the settlement becomes final ("**Claims Period**").
18. The parties shall agree on a notice program and administration process to be paid out of the Settlement Amount.
19. The claims process will be balanced and restorative in nature. It will be designed so as not to discourage Class Members from coming forward. In the absence of reasonable grounds to the contrary, Class Members shall be assumed to be acting honestly and in good faith. It will also include validation as to whether a Class Member was sexually abused as well as validation with respect to the nature and extent of the alleged sexual abuse, its timing, and its location and validation of harms and effects.

**D. Initial Verification of Claims**

20. The parties agree that RicePoint Administration Inc. ("**RicePoint**") shall act as the Claims Administrator, unless replaced by an Order of the Nunavut Court of Justice or agreement of the parties.
21. Any Class Member who claims compensation ("**Claimant**") shall deliver to or otherwise provide the Claims Administrator with a completed Claim Form and any supporting documentation before the expiration of the Claims Period. If the Claims Administrator does not receive a completed Claim Form from a Claimant by the deadline, then the Claimant shall not be eligible for any compensation whatsoever.
22. The Claim Form, attached as Schedule "C", requires the Claimant to provide identifying information and to specify the level of abuse for which they are claiming. The Claim Form will provide instructions as to what supporting evidence may be required. The Claim Form will instruct Claimants to attach any supporting evidence to the Claim Form. Counsel for the Defendants and Class Counsel shall not participate in the Claims process except:
  - (a) as noted in paragraphs 33 and 34; and
  - (b) Class Counsel may generally assist Class Members in completing the Claims Forms or explaining queries from Class Members.
23. The Claim Form requirements are as follows:

**Commissioned Affidavit** of the Claimant setting out the nature of the incident(s) alleged to have been experienced by the Claimant and swearing or affirming required details including: their date of birth, contact information, all names that they may have been known by in their lifetime, time frame of abuse, age range and school grade(s) for time frame of abuse, name of school at the time of the abuse, Claimant's address during time of abuse, a description of the abuse, timing, frequency, location, any pre-claim disclosure of the abuse and to whom, witnesses to abuse, if any, and any other pertinent information that the Claimant chooses to include to support their claim. Affidavits may be commissioned virtually.

**Optional Supporting Documentation** that may assist in the verification and assessment of the claim and which could reasonably confirm or otherwise corroborate the information provided in the Claim Form. The Claimant may also attach their family or other treating physicians' file, or portion thereof, as well as notes of any counselling sessions involving psychologists, therapists, social workers or psychiatrists in relation to the abuse.

No negative inference will be drawn from a Claim Form, which does not include Optional Supporting Documentation. If a Claimant is unable to execute a Claim Form or Affidavit due to lack of legal capacity, a Claim Form and Affidavit may be executed by the Public Trustee or any other legally recognized guardian.

24. The Claims Administrator shall review each claim form for completeness. If a Claim Form is incomplete, the Claims Administrator shall advise the Claimant within ten (10) business days' of receiving the Claim Form of any deficiencies. The Claimant shall have until the end of the Claims period, or such other time as allowed by the Claims Administrator, to remedy those deficiencies. If the deficiencies are not remedied to the satisfaction of the Claims Administrator within the stipulated time, then the Claim will not proceed.
25. Within ten (10) business days of receipt of a completed Claim Form and any supporting documentation, the Claims Administrator shall determine if the claim is eligible to proceed. To determine whether a claim is eligible to proceed, the Claims Administrator shall confirm the Claimant is a Class Member.
26. In determining whether the Claimant is a Class Member, the Claims Administrator shall confirm the Claimant:
  - (a) was enrolled as a student in schools owned or operated by the Defendants in Nunavut Territory between April 1, 1969, and July 30, 1981; and
  - (b) was exposed to Maurice Russell Cloughley ("Cloughley") during the time Cloughley was employed by either Defendant as a teacher in the community where the Claimant lived.
27. To assist in this determination, the Defendants shall, within ten (10) days of the order approving the settlement becomes final, provide the Claims Administrator with:
  - (a) the dates Cloughley was employed by either Defendant and the school at which he was employed during those dates;
  - (b) a list of students enrolled at the schools during the periods Cloughley was employed by either Defendant ("**Class Lists**").

28. Within ten (10) business days of receipt of a completed Claim Form and any supporting documentation, the Claims Administrator shall notify the Claimant:
- (a) The claim is eligible to proceed; or
  - (b) The claim is not eligible to proceed.
29. If the Claims Administrator determines a claim is not eligible to proceed for the sole reason the Claimant does not appear on any Class Lists, the Claims Administrator shall notify the Claimant the claim is eligible to proceed, subject to satisfying the Claims Reviewer the Claimant was enrolled as a student during a period Cloughley was employed at that school.
30. A Claimant shall have thirty (30) days following receipt of the Claims Administrator's decision that the claim is not eligible to proceed to submit a written request for reconsideration, together with any additional documents. If the Claimant fails to submit a request for reconsideration within 30 days of receiving the notice that the claim is not eligible to proceed, the Claims Administrator shall dismiss the claim and shall not consider any further claim from that Claimant.
31. Within ten (10) business days of receipt of a request for reconsideration, and after reviewing a Claimant's request and any additional documents submitted by the Claimant, the Claims Administrator shall notify the Claimant:
- (a) The claim is eligible to proceed; or
  - (b) The claim is not eligible to proceed.
32. The Claims Administrator's decision is final and not subject to any further reconsideration, review or appeal.
33. Once the Claims Administrator has determined that a claim is eligible to proceed, the Claims Administrator shall forward all documents in its possession relating to the Claimant to the Claims Reviewer and notify the Claimant, Class Counsel and Counsel for the Defendants that the claim has been provided to the Claims Reviewer. If the claim is subject to proof of enrolment, the Claims Administrator shall inform the Claims Reviewer and the Claimant.
34. Within ten (10) days of receipt of notice that a claim has been provided to the Claims Reviewer, Class Counsel shall provide the Claimant and the Claims Reviewer with all documents in their possession relating to the Claimant. This includes, but is not limited to, the documents provided by the Attorney General of Canada in this proceeding relating to the RCMP investigation and criminal proceedings involving Cloughley.

**E. Claims Review and Assessment**

35. The parties agree that Judge James Igloliorte (retired) shall act as the Claims Reviewer, unless replaced by an Order of the Nunavut Court of Justice or agreement of the parties.
36. The Claims Reviewer may employ qualified assistants and consultants as he deems necessary and appropriate.

37. Within sixty (60) days of being notified that their claim has been provided to the Claims Reviewer, a Claimant may provide any additional evidence relating to the claim to the Claims Reviewer. Thereafter, the Claims Reviewer shall not consider any further information supplied by the Claimant unless the Claims Reviewer specifically requests the information, or the Claims Reviewer is satisfied the information is necessary to assess the claim and the Claims Reviewer is satisfied the information was not available to the Claimant prior to the time limit.
38. If a claim is subject to proof of enrolment, the Claimant shall, within sixty (60) days of being notified that their claim has been provided to the Claims Reviewer and is subject to proof of enrolment, a Claimant may provide any additional evidence relating to the claim to the Claims Reviewer, including any evidence to prove enrolment. Thereafter, the Claims Reviewer shall not consider any further information supplied by the Claimant unless the Claims Reviewer specifically requests the information, or the Claims Reviewer is satisfied the information is necessary to assess the claim and the Claims Reviewer is satisfied the information was not available to the Claimant prior to the time limit.
39. The claims process is intended to be expeditious, cost effective, user friendly, and trauma-informed. One of the central goals of the Claims Review and Assessment process is to minimize the burden on Claimants. The Claims Reviewer shall, in the absence of evidence to the contrary, assume Claimants are acting honestly and in good faith. With this said, the claims process is also intended to ensure that only legitimate claims are compensated. If the Claims Reviewer believes that the claim is not legitimate or contains intentional misstatements intended to overstate the severity of the alleged abuse and its effects, the Claims Reviewer may dismiss the claim.
40. The Claims Reviewer shall consider Claims from estates by reviewing the Estates Claim Form attached as Schedule "D". For the specifics of the sexual abuse, the Claims Reviewer may rely on transcripts of evidence given in the criminal proceedings and upon statements given to the police or to others provided the Claims Reviewer is satisfied the statements meet the test of reliability as set forth in *R. v. Bradshaw*, 2017 SCC 35.
41. Any compensation allocated to an estate where Letters of Administration have not yet been obtained, shall be paid to the Nunavut Public Trustee when settlement monies are ready to be paid. The Nunavut Public Trustee will hold such funds in trust for the estate, until letters of administration have been obtained. Reasonable fees to obtain letters of administration for the estate can be charged by the Public Trustee, or a lawyer assisting the person advancing a claim, which fees shall be paid out of the settlement monies allocated to the estate.
42. At all stages of the Claims Review and Assessment process, the Claims Reviewer shall consider the degree to which the Claimant has established the abuse occurred as described. The Claims Reviewer shall consider the coherence, credibility and consistency of the Claimants' accounts of the abuse and shall consider all evidence that may enhance or diminish the overall reliability of the claims. If the Claims Reviewer finds the Claimant likely did not suffer any sexual abuse, the Claims Reviewer may dismiss the claim.
43. The Claims Reviewer shall assess each claim and make an initial determination of which category in Schedule A, if any, it falls within.
44. If the Claims Reviewer makes an initial determination that a claim falls within categories 1 or 2 of Schedule "A", the Claims Reviewer shall, after considering the factors set out in

Schedule "B" and all of the facts and evidence provided by the Claimant, determine the amount of compensation approved to be awarded to the Claimant ("**Approved Award**").

45. If at any time during the Claims Review and Assessment Process, the Claims Reviewer determines that the initial category assigned to the claim is not appropriate, the Claims Reviewer may reassign the claim to a different category and assess the claim within that category.
46. If the Claims Reviewer makes an initial determination that a claim falls within categories 3 or 4, the Claims Reviewer shall interview the Claimant and may request any additional information it may require to assess the claim.
47. A Claimant initially assigned to categories 3 or 4 may decline to be interviewed or refuse to provide any additional documentation requested by the Claims Reviewer. Should a Claimant do so, their claim will be assessed under category 1.
48. After interviewing the Claimant, after considering all of the facts and evidence provided by the Claimant and after considering the factors set out in Schedule "B", the Claims Reviewer shall determine the Claimant's Approved Award.
49. If the Claims Reviewer is not satisfied the Claimant was enrolled as a student during a period Cloughley was employed at that school, the Approved Award shall be \$0.
50. A Claimant shall have thirty (30) days following receipt of the Claims Reviewer's determination of an Approved Award, to submit a written request for reconsideration. If a Claimant fails to submit a request for reconsideration within thirty (30) days of receiving the determination of the Approved Award, the Approved Award is final.
51. Within ten (10) business days of receipt of a request for reconsideration of an Approved Award, or within such time as the Claims Reviewer deems necessary, the Claims Reviewer shall, after considering the factors set out in Schedule "B" and all of the facts and evidence provided by the Claimant, determine the Claimant's Approved Award. The Claims Reviewer's decision on a request for reconsideration is final and not subject to any further reconsideration, review or appeal.

#### **F. Other Terms**

50. If the Claims Administrator, Claims Reviewer or the parties have questions or concerns with the interpretation of any Court order or whether an individual meets the definition of a Class Member, they can refer the matter for direction from the Case Management Judge.
51. The Parties have advised the Court of an impending settlement and have scheduled the date of March 11, 2024 for the hearing of the Notice of Settlement motion and to set a date for the settlement approval motion.
52. The Parties agree to file motion materials, as necessary, with respect to the motion to approve the Settlement and counsel shall act reasonably and in good faith on the content of such motion materials.
53. Class Counsel shall bring a motion for Court approval of their requested Counsel Fees and reimbursement of disbursements, and all applicable taxes and honoraria at the time



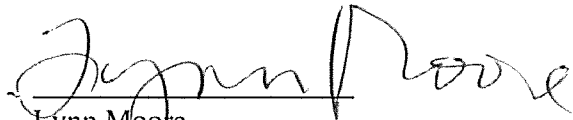
of Settlement Approval. The Defendants shall take no position on the fees sought by Class Counsel.

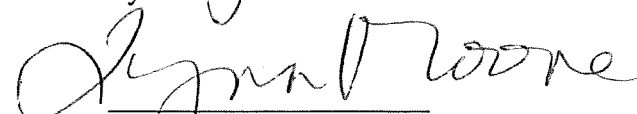
54. The Defendants shall pay Counsel Fees plus disbursements and applicable taxes to Class Counsel as approved by the Court, within ten (10) days of the appeal period lapsing in respect of the Court's order approving said fees. Such payments shall be deducted from the Settlement Amounts.
55. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member, whether or not he or she submits a claim or otherwise receives compensation pursuant to this Agreement, will be deemed by this Agreement to have completely and unconditionally released, remised and forever discharged the Releasees (defined as "the Defendants and each of their employees, servants, agents, insurers, representatives and assigns") of and from any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising which they may heretofore have had, may now have or may hereafter have whether commenced or not in connection with all claims asserted in the Amended Statement of Claim.
56. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, asserting against the Releasees any claims relating to or arising out of the Amended Statement of Claim.
57. Upon a court order approving this Agreement, and the lapsing of any appeal period for same, each Class Member will be forever barred and enjoined from commencing, instituting, prosecuting or continuing any action, litigation, investigation or other proceeding in any Court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, against any person or entity that could or does result in a claim over against the Releasees or any of them for contribution, indemnity in common law, or equity, or under the provisions of the *Contributory Negligence Act* and the amendments thereto, or under any successor legislation thereto, or under the *Civil Procedure Rules*, relating to or arising out of the Amended Statement of Claim. It is understood and agreed that if such Class Member commences such an action or takes such proceedings, and the Releasees or any of them, are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasees shall move to strike such an action citing this Agreement in full defence. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by such Class Member with respect to the matters covered herein. This Agreement may be pleaded in the event that any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by such Class Member in any subsequent action that the parties in the subsequent action were not privy to the formation of this Agreement.
58. This Agreement shall be governed, construed and interpreted in accordance with the laws of the Territory of Nunavut.

59. Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a business day, such action may be done on the next succeeding day that is a business day.
60. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except in writing, on consent of the parties, and with Court approval.
61. This Agreement shall, without notice, be automatically terminated if the Court does not approve this Settlement Agreement. In the event of termination, this Settlement Agreement shall have no further force or effect, save and except for this section, which shall survive termination.
62. No amount payable under this Agreement can be assigned and such assignment is null and void except as previously provided in this Agreement.
63. This Agreement may be signed in counterparts.

SIGNED this 26 day of Feb, 2024.

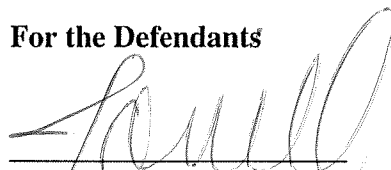
**For the Class:**

  
Lynn Moore

  
for Alan Regel

SIGNED this 5 day of March, 2024.

**For the Defendants**

  
Jane O'Neill, KC

## SCHEDULE "A"

### COMPENSATION ALLOCATION SYSTEM

The following sets out the level of compensation each class member is entitled to depending on the nature of the abuse suffered. The categories are up to the maximum stated compensation and the assessor will determine where in each category the Claimant lies.

In the event of a shortfall of funds to pay out all approved claims, each Claimant will have their claim reduced on a *pro rata* basis. In the event of a surplus of funds after all approved claims are paid out will be divided *pro rata* among the approved Claimants.

Category	Nature of Abuse Suffered	Compensation Range:
1	<ul style="list-style-type: none"> <li>• Claimant was bathed by Cloughley without any additional explicit sexual touching such as penetration;</li> <li>• Claimant was photographed naked by Cloughley; OR</li> <li>• Claimant was administered a substance that caused them to fall unconscious without any direct knowledge of additional abuse.</li> </ul>	\$25,000 – \$50,000
2	<ul style="list-style-type: none"> <li>• Claimant was touched by Cloughley in a sexual manner without penetration;</li> <li>• Claimant was touched by someone under Cloughley's direction, without penetration;</li> <li>• Claimant was directed by Cloughley to touch Cloughley in a sexual manner, without penetration; OR</li> <li>• Claimant was directed by Cloughley to touch another person in a sexual manner, without penetration.</li> </ul>	\$50,000 - \$100,000
3	<ul style="list-style-type: none"> <li>• Claimant was subjected to digital penetration by Cloughley;</li> <li>• Claimant was subjected to digital penetration by someone under Cloughley's direction; OR</li> <li>• Claimant digitally penetrated another person under the direction of Cloughley.</li> </ul>	\$100,000 - \$150,000
4	<ul style="list-style-type: none"> <li>• Claimant was subjected to anal or vaginal penetration by Cloughley</li> <li>• Claimant was subjected to anal or vaginal penetration by someone under Cloughley's direction</li> <li>• Claimant anally or vaginally penetrated another person under the direction of Cloughley; OR</li> <li>• Claimant was subjected to multiple instances of abuses in other categories resulting in similar impacts to those suffered by other Claimants in this category.</li> </ul>	\$150,000 – \$200,000

## **SCHEDULE “B”**

### **Factors to Consider when determining Approved Award**

When determining the Approved Award, the Claims Reviewer shall consider:

- Duration of the abuse;
- Frequency/number of instances;
- Degree of intrusiveness into child’s body (e.g., clothed/unclothed, oral, anal, vaginal);
- Level or severity of force/violence/coercion/threats;
- Presence and extent of grooming;
- Whether the abuse caused or contributed to any of the following:
  - Behaviour problems;
  - Academic problems;
  - Damage to relationships/interpersonal difficulties;
  - Depression
  - Suicide attempt(s) and suicidal ideation;
  - Anxiety;
  - Substance misuse;
  - Sexual problems;
  - Flashbacks/nightmares;
  - Underemployment/unemployment;
  - Incarceration.

## **SCHEDULE "C"**

### **CLOUGHLEY SEX ABUSE CLASS ACTION CLAIM**

#### **Caution:**

**Filling out this Claim Form may be emotionally difficult or traumatic for some people.**

**If you are experiencing emotional distress and want to talk, free counselling and crisis intervention services are available from the Hope for Wellness Help Line at 1-855-242-3310 or online at [www.hopeforwellness.ca](http://www.hopeforwellness.ca).**

**The toll-free number and website are available 24 hours a day, 7 days a week.**

**Free legal assistance with the Claims Form is available from Class Counsel, Cooper Regel at 1-780-570-8448, or Morris Moore at 1-709-747-0077.**

## CLAIM FORM

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### CLOUGHLEY SEX ABUSE CLASS ACTION CLAIM

This Claim is applicable to those people who were enrolled as students in schools operated by the Defendants between April 1, 1969 and July 30, 1981 and were subjected to sexual misconduct by Maurice Cloughley during his employment as a teacher in Nunavut Territory.

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**Claim Due By: [Insert Date]**

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**Assistance completing this Claims Form:** Should you require assistance completing this Claim Form OR require translation services, please contact the Claims Administrator, Ricepoint, at [INSERT CONTACT INFO].

**Class Counsel and available legal advice:** legal advice with respect to eligibility and harms experienced is available at no cost to you from Class Counsel, Cooper Regel, by contacting [a.regel@cooperregel.ca](mailto:a.regel@cooperregel.ca) or **1-780-570-8448**, or Morris Moore, by contacting [lmoores@mmmlawyers.com](mailto:lmoores@mmmlawyers.com) or **1-709-747-0077**.

# CLAIM FORM

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If you believe you are a Class Member, please complete this Claim Form to the best of your ability.

<b>Part 1</b>	Claimant Information	Page 4
<b>Part 2</b>	School/Community and the years you attended	Page 5
<b>Part 3</b>	Claims Form	Page 6-9
<b>Part 4</b>	Sworn Affidavit	Page 10
<b>Before sending, please review the Process on page 11</b>		

**Please make sure to keep a copy of your Claim Form and any attached documents for your personal records.**

**\* Do not send original photographs, identification or records – clear photocopies will be accepted.**

**Part 1: Information of Former Cloughley Student (Claimant)****Claimant Name and Last Name (required)**

First Name:

Middle Name: (if applicable)

Last Name:

Other name(s) if applicable. Examples: name while attending the school, maiden name, adopted name, or nickname.

Claimant's Date of Birth (required)

DD \_\_\_\_ MM \_\_\_\_ YY \_\_\_\_

Social Insurance Number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Claimant Contact Details (required)**

Street Name and Number

Unit Number

City/Town/Community

Province/Territory

Postal Code

Country

Home Telephone Number

Mobile Telephone Number

Email Address (if applicable)



## **Part 2: Where and When did you attend the School?**

**To be eligible for compensation, you must have been:**

- (a) enrolled as a student between April 1, 1969 and July 30, 1981 at schools located in present-day Nunavut Territory;**
- (b) exposed to Maurice Russell Cloughley ("Cloughley") during the time Cloughley was employed as a teacher in the community in which you lived; and**
- (c) sexually assaulted by Cloughley while you were in his charge, or made to be subjects of child pornography by Cloughley, or were made to engage in sexual activities with other children by Cloughley, or some combination of these forms of sexual exploitation.**

**The Schools covered by the Cloughley Sex Abuse Claim are located in Clyde River and Resolute Bay. Identify the name of the School you attended, as well as the community in which the school was located.**

<b>Community where you attended school</b>	
<b>Your address during the time you were enrolled in School</b>	

### Part 3: Claims Form

#### Part 3A – Your Written Narrative (required)

**OPTION 1:** Please provide in writing, a description of the specific event(s) that led to the abuse by Maurice Cloughley. There is a space below for you to provide this information. If you require additional space, please attach pages to your Claim Form and reference this section.

Tell us what happened to you. Please include a description of event(s) including names, places and dates (to the best of your ability).

**-OR-**

**OPTION 2:** If you have already given evidence with respect to abuse you suffered by Maurice Cloughley, you may select one of the following:

Attached is the:

- ☐ Statement(s) I gave the Police;
- ☐ Evidence I gave at the Preliminary Inquiry; or
- ☐ Evidence I gave at the Trial

If you selected one of the above boxes, please also select one of the statements below:

- ☐ A. This is the entirety of what happened to me;
- ☐ B. This is how the abuse affected me then and later in life; or
- ☐ C. There was an error with respect to information I provided.

If you have chose “**OPTION 1**”, please provide your description of the events below, **OR** if you have selected “**OPTION 2(C)**, please explain below:


[illegible]

### Part 3: Claims Form

### Part 3B – Your Impacts

Please provide, in writing, a description of how the abuse you suffered by Maurice Cloughley has impacted your life, both as a child and in adulthood.

Tell us how this effected you. In particular, please describe any impacts relating to your education, employment and interpersonal relationships with family and friends, along with any other impacts.

[illegible]

### Part 3: Claims Form

<b>Part 3C – Other records (Optional)</b>	
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Please list below and attach to this Claim Form, copies of other written statements from friends/family and/or other records that support the events and incident(s) that led to the abuse(s)/harm(s) you experienced. Examples may include:

- Family statements
- Friend statements
- Photographs
- Diaries
- Other

- It is okay if you do not have any other records to provide.

List the statements/records attached to this Claim Form:

[illegible]

#### Part 4: Affidavit

You must complete the following Affidavit in the presence of a Notary Public or Commissioner for Oaths. Ricepoint can do this over the phone/computer. Please contact them at [TO BE INSERTED]

Sworn Affidavit by Claimant:

*I swear/affirm that the information I have provided in this Claim Form is true to the best of my knowledge*

**Claimant Full Name – First, Last**

**Claimant's Address: Street Name and Number, Unit Number (if applicable)**

**City/Town/Community**

**Province/Territory**

**Postal Code**

**Country**

**Telephone Number**

**Email Address (if available)**

**Signature of Claimant**

**Date**

DD \_\_\_\_ MM \_\_\_\_ YY \_\_\_\_

**Witness Full Name – First, Last**

**Witness Title**

**Position**

**Organization**

**Witness Address: Street Name and Number; Unit Number (if applicable)**

**City/Town/Community**

**Province/Territory**

**Postal Code**

**Country**

**Telephone Number**

**Email Address (if available)**

**Signature of Witness**

**Date**

DD \_\_\_\_ MM \_\_\_\_ YY \_\_\_\_

<b>Submission Process</b>
<b>Claim Due By: [Insert Date]</b>

**PLEASE SEND YOUR CLAIM PACKAGE TO:**

**Ricepoint Administration Inc.**

**[Address to be inserted]**

**Please make a copy of your Claim Form and any attached documents for your personal records.**

**SCHEDULE "D"**

**Cloughley Sex Abuse Class Action**

**ESTATE CLAIM FORM**

Court File No.: 08-16-772-CVC

**IN THE NUNAVUT COURT OF JUSTICE  
BETWEEN:**

**RPC1 and RPC2**

**Plaintiffs**

**- and -**

**THE COMMISSIONER OF NUNAVUT; and  
THE COMMISSIONER OF THE NORTHWEST TERRITORIES**

**Defendants**

I, \_\_\_\_\_, of the [City/Town] of \_\_\_\_\_, in the Province/Territory of  
[Full name] [City/Town]

\_\_\_\_\_, hereby swear, under Penalty of Perjury, that I am the legal representative  
[Province/Territory]

for the estate of \_\_\_\_\_, who, related to me during their life that they were  
[Class Member]

subjected to sexual misconduct by Cloughley while a student during the class period. I came to be

the legal representative of the estate by means of \_\_\_\_\_. The class member's  
[Probate/Administration]

date of birth is \_\_\_\_\_. The class member's place of birth is \_\_\_\_\_.  
[City/Town]

The class member's date of death was \_\_\_\_\_. Formerly, the class member was named  
[Date]

\_\_\_\_\_ (if applicable). My relationship with the class member prior to  
[Prior Name]

their death can be described as follows:

\_\_\_\_\_  
[Briefly Describe Relationship, e.g. mother, father, sibling, etc.]



**DECLARED BEFORE ME** at the \_\_\_\_\_  
of \_\_\_\_\_, in the Province/Territory  
of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**LEGAL REPRESENTATIVE**