

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR,
GENERAL DIVISION**

BETWEEN:

**INNU NATION INC., GREGORY RICH, MARIE MARTHA ANDREW, AND
MAGDALINE BENUEN**

Proposed Representative
Plaintiffs

and

ATTORNEY GENERAL OF CANADA

First Defendant

and

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF
NEWFOUNDLAND AND LABRADOR**

Second Defendant

Brought under the *Class Actions Act*, SNL 2001, c C-18.1

**RESPONDING RECORD OF THE FIRST DEFENDANT,
ATTORNEY GENERAL OF CANADA**

ATTORNEY GENERAL OF CANADA

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INDEX

Tab	Document	Page No.
A.	1st Affidavit of Kimberlee Ford, affirmed August 26, 2025	6
	Exhibit 1 Indian Residential Schools Settlement Agreement	14
	Exhibit 2 Supreme Court of Newfoundland and Labrador Approval Order and Schedule A - Newfoundland and Labrador Residential School Settlement Agreement	114
	Exhibit 3 Indian Residential School Day Scholars - Survivor and Descendant Settlement Agreement	182
	Exhibit 4 Indian Residential School Day Scholars - Survivor and Descendant Settlement Approval Order and Reasons	327
	Exhibit 5 Indian Residential School Day Scholars - Band Class Settlement Agreement	357
	Exhibit 6 Settlement Approval Order and Reasons, dated March 9, 2023	477
	Exhibit 7 Federal Indian Day Schools Settlement Agreement	651
	Exhibit 8 Federal Court of Canada – Approval Order	880
B.	Affidavit of Jean-Pierre Morin, affirmed September 4, 2025	951
	Exhibit 1 Curriculum Vitae- Jean-Pierre Morin	962
	Exhibit 2 Terms of Union of Newfoundland with Canada	970
	Exhibit 3 Jan 25, 1949- Federal Cabinet Decision	1001
	Exhibit 4 Letters re 1954 funding agreement	1019
		a. Walter E. Harris, to Herbert L. Pottle - March 28, 1953 1020
		b. Herbert L. Pottle, to J.W. Pickersgill, - January 5, 1954 1023
		c. J.W. Pickersgill, to Herbert L. Pottle - March 16, 1954 1026
		d. Herbert L. Pottle, , to J. W. Pickersgill- March 29, 1954 1030
		e. J.W. Pickersgill, to Herbert L. Pottle - April 12, 1954 1032
		f. Herbert L. Pottle to J.W. Pickersgill - May 3, 1954 1034
	Exhibit 5 Documents re 1965 funding agreement	1035

Tab	Document			Page No.
		a.	Lester Pearson to Joseph Smallwood, May 25, 1965	1036
		b.	Joseph Smallwood to Lester Pearson, June 2, 1965	1042
		c.	Committee of the Privy Council approval – July 14, 1965	1043
		d.	Committee of the Privy Council approval – May 28, 1968	1047
	Exhibit 6	Documents re: renewal of 1965 agreement		1048
		a.	Order in Council #1969-2081, October 29, 1969	1049
		b.	Meeting Minutes of the Committee of the Executive Council of Newfoundland and Labrador	1051
		c.	June 26, 1969 – Letter from R.L Andrews, Deputy Minister to G.E. Bell, Assistant Chief of Federal-Provincial Relations	1052
	Exhibit 7	Federal-Provincial Committee meeting minutes		1053
		a.	November 28-29, 1973	1054
		b.	December 9-11, 1975	1080
		c.	January 9, 1977	1099
		d.	November 7-8, 1979	1103
	Exhibit 8	Documents re: 1975 Treasury Board Submission		1109
		a.	Federal-Provincial Agreement With Newfoundland - Renewal of Federal Provincial Agreement with Newfoundland	1110
		b.	Meeting Minutes- May 30-31, 1974	1113
	Exhibit 9	1981 Canada-Newfoundland-Native Peoples of Labrador Agreement		1116
	Exhibit 10	Coordinating Committee Minutes		1142
		a.	July 22-23, 1982	1143
		b.	November 17-18, 1983	1152
		c.	August 8-9, 1985	1155
	Exhibit 11	Contribution Agreement Between the Government of Canada and the Government of Newfoundland and Labrador for the Benefit of the Innu of Labrador,” July 31, 1986		1165
	Exhibit 12	Negotiation Meeting Minutes- August 12, 1987		1192

Tab	Document			Page No.
	Exhibit 13	a.	Amendment to the Contribution Agreement- July 31, 1986	1197
		b.	Annex 1 to Amendment	1201
	Exhibit 14	1989 Contribution Agreement between the Government of Canada and the Government of Newfoundland and Labrador for the Benefit of the Innu Communities of Labrador		1203
	Exhibit 15	1991 Contribution Agreement between the Government of Canada and the Government of Newfoundland and Labrador for the Benefit of the Innu Communities of Labrador (unsigned)		1232
	Exhibit 16	Minutes of the Management Committee meetings		1256
		a.	June 27, 1990	1257
		b.	December 6, 1994	1262
	Exhibit 17	1996 Contribution Agreement between the Government of Canada and the Government of Newfoundland and Labrador for the Benefit of the Innu Communities of Labrador		1265
	Exhibit 18	Minutes of the Management Committee meetings		1305
		a.	September 24, 1996	1306
		b.	March 19, 1997	1309
	Exhibit 19	Order in Council P.C. 1997-7/415		1312
	Exhibit 20	1997-98 Canada and Mushuau Innu Arrangement No. 200-10450		1314
	Exhibit 21	1997-98 Canada and Sheshatshiu Innu Arrangement No. 200-10197		1343
	Exhibit 22	Canada and Mushuau Innu (KPMG) - 2003-2004-2-00-00032-0000		1370
	Exhibit 23	Comprehensive Funding Arrangement Innu Nation for 2003/2004		1414
	Exhibit 24	Comprehensive Funding Arrangement for the Province of Newfoundland and Labrador for the Delivery of Education to the Sheshatshiu Innu First Nation 2006-07		1455
	Exhibit 25	Funding Agreement with Province - Mushuau Innu Education 2003-04		1477

Tab	Document	Page No.
	Exhibit 26 Funding Agreement with Province Mushuau Innu Education 2005-06	1495
	Exhibit 27 Innu Nation, Canada and Newfoundland and Labrador Agreement in Principle, November 24, 1999	1512
	Exhibit 28 LICHs Federal Special Representative Briefing Binder – September 2008	1514
	Exhibit 29 Terms of Reference for the Monitoring of the Plan Leading to the Transfer of Control Over Education to the Innu – The Education Working Group, April 28, 2001	1519
	Exhibit 30 Innu Education Transition Plan- May 2004	1523
	Exhibit 31 2004 Philpott Report- An Educational Profile of the Learning Needs of Innu Youth	1528
	Exhibit 32 Terms of Reference for the Education Steering Committee- April 1, 2005	1624
	Exhibit 33 Recommendations for an Effective Model of Innu Education -June 2005	1628
	Exhibit 34 December 2005 Philpott final report- Enhancing Innu Education	1658
	Exhibit 35 Implementation Plan for Enhancing Innu Education 2006 Butt, A.D., Sheppard, W. & Crewe. R.J. - October 16, 2006	1725
	Exhibit 36 Sheshatshiu Band Council Resolution - February 2, 2007	1811
	Exhibit 37 Mushuau Band Council Resolution- February 2, 2007	1814
	Exhibit 38 Innu Education Joint Transition Authority Terms of Reference	1817
	Exhibit 39 Critical Path Plan - Innu Education Devolution, July 21 2008	1823
	Exhibit 40 Mushuau Innu First Nation Band Council Resolution , August 6, 2009	1828
	Exhibit 41 Sheshatshiu Innu First Nation Band Council Resolution , August 6, 2009	1831

Court File No. 2024 01G CP 0064

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NEWFOUNDLAND AND LABRADOR**

Second Defendant

Brought under the *Class Actions Act*, SNL 2001, c C-18.1

1ST AFFIDAVIT OF KIMBERLEE FORD

AFFIRMED: AUGUST 26, 2025

ATTORNEY GENERAL OF CANADA

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Counsel for the Defendant, the Attorney General of Canada

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AFFIDAVIT OF KIMBERLEE FORD

I, **KIMBERLEE FORD**, of the City of Ottawa, in the Province of Ontario, AFFIRM
AS FOLLOWS:

1. I am employed by the Government of Canada ("Canada") with Crown-Indigenous Relations and Northern Affairs Canada ("CIRNAC"), as a Manager with the Litigation and Resolution Directorate within the Resolutions and Partnerships Sector. I have been in that position since 2024. I have worked on Indigenous Childhood Claims litigation in various capacities since I began my employment with CIRNAC in September 2009, except between July 2015 and September 2016, when I briefly worked within the Children and Families Directorate, Indigenous and Northern Affairs Canada. I reassumed working on Indigenous Childhood Claims in September 2016. Prior to assuming my current position, I worked as a Case Manager

from 2016 to 2018, and then as a Senior Case Manager and Senior Policy Analyst from 2018 to 2024.

2. In my current position, I have responsibility for managing several litigation files relating to Indigenous Childhood Claims (for example federal day schools, boarding homes, and federal Indian hospitals), including a number of class actions. I am responsible for:
 - a. The strategic management of litigation;
 - b. Representing the department at negotiations, including negotiations leading to Final Settlement Agreements;
 - c. Consulting my colleagues within the department and externally with other government departments to ensure consistency in the management of Indigenous Childhood Claims litigation;
 - d. Managing multiple, complex research projects for the purpose of responding to such litigation; and
 - e. Providing instructions to Department of Justice Canada (DOJ) counsel for the conduct, or resolution, of these litigation files.

In doing so, I act as the instructing client who communicates directly with the DOJ for the conduct of my assigned litigation files. I provide instructions to counsel either on my own initiative, or, where appropriate, upon receiving higher-level approvals, as may be applicable.

3. As a result of my position and experience, I am familiar with the general conduct of class actions against Canada; particularly as they relate to Indigenous claims, and to Childhood Claims specifically.
4. In preparation for this affidavit, I have reviewed the:
 - a. The Amended Statement of Claim filed on March 13, 2025;
 - b. The Interlocutory Application for Class Certification, dated October 4, 2024;
 - c. Affidavit of Magdaline Benuen;
 - d. Affidavit of Marie Martha Andrew;
 - e. Affidavit of George Rich;
 - f. Affidavit of Gregory Rich;
 - g. Affidavit of Prote Poker;
 - h. Affidavit of Adrian Tanner;
 - i. Affidavit of Caitlin Urquhart; and

- j. The proposed Plaintiffs' Supplementary Records dated December 20, 2024.

The Indian Residential Schools Settlement Agreement

5. On May 8, 2006, Canada entered into the Indian Residential Schools Settlement Agreement (IRSSA). The IRSSA provided for compensation and other benefits, in relation to an individual's attendance at an Indian Residential Schools. This Settlement Agreement is attached to this affidavit as **Exhibit 1**.
6. The IRSSA was approved by nine superior courts across Canada and resolved all outstanding litigation related to Indian Residential Schools.
7. As set out in the Settlement Agreement, the parties agreed and the courts approved that the Indian Residential Schools, defined in Article 1.01, covered by the IRSSA were listed in Schedule E and F to the Agreement. The parties agreed that any person or organization could request an institution be added to Schedule F where that institution meets the criteria set out in Article 12.01 of the IRSSA.

Newfoundland and Labrador Residential School Settlement Agreement

8. The Newfoundland and Labrador Residential School Settlement Agreement, was an out-of-court settlement reached by the Canada and plaintiffs of 5 class actions, known as: *Anderson v. Attorney General of Canada*, Court File No. 2007 01T4955CP; *Obed v. Attorney General of Canada*, Court File No. 2007 01T5423CP; *Lucy v. Attorney General of Canada*, Court File No. 2008 01T0846CP; *Asivak v. Attorney General of Canada*, Court File No. 2008 01T0845CP; and *Holwell v. Attorney General of Canada*, Court File No. 2008 01T0844CP.
9. Under the terms of the settlement, Canada provided \$50 million for compensation to eligible Class Members, defined as all persons who attended the Lockwood School (Cartwright, Labrador), Makkovik Boarding School (Makkovik, Labrador), Nain Boarding School (Nain, Labrador), St. Anthony Orphanage and Boarding School (St. Anthony, Newfoundland), or the Yale School (Northwest River, Labrador) between March 31, 1949 and the closure of the school, as well as compensation for serious abuse claims. Each of the Schools included a school and a dormitory facility.

10. Canada provided additional funding for healing and commemoration initiatives identified by former students and funding to the Innu Nation, Nunatsiavut Government and NunatuKavut Community Council for healing and commemoration initiatives.
11. The settlement was approved by the Supreme Court of Newfoundland and Labrador on September 28, 2016.
12. The Settlement Agreement and the approval order are attached as **Exhibit 2**.

Indian Residential School Day Scholars - Survivor and Descendant Settlement Agreement

13. The Day Scholars Survivor and Descendant Class Settlement Agreement was an out-of-court settlement reached to resolve the certified class proceeding *Gottfriedson et al. v. Her Majesty 2 the Queen in Right of Canada* (Federal Court File No. T-1542-12). This Settlement Agreement, entered into on June 4, 2021, is attached to this affidavit as **Exhibit 3**.
14. This agreement was approved by the Federal Court on September 24, 2021. The Order and Reasons are attached as **Exhibit 4**.
15. As set out in the Settlement Agreement, the parties agreed that individual compensation would be available to Survivor Class Members, as defined in Article 1.01, who attended an Indian Residential School, identified in Schedule A and Schedule E of the Settlement Agreement, during the day, but did not reside at or sleep there at night.

Indian Residential School Day Scholars - Band Class Settlement Agreement

16. The Indian Residential School Day Scholars - Band Class Settlement Agreement is an out-of-court settlement to resolve the certified class proceeding *Gottfriedson et al. v. Her Majesty 2 the Queen in Right of Canada* (Federal Court File No. T-1542-12). This Settlement Agreement is attached to this affidavit as **Exhibit 5**.
17. This agreement was approved by the Federal Court on March 9, 2023. The Order and Reasons are attached as **Exhibit 6**.

18. As set out in the Settlement Agreement, the parties agreed that compensation would be available to the 325 Bands that opted-in to the class action. These 325 Bands have or had members who are or were members of the Indian Residential School Day Scholars Survivor class, or in whose community a Indian Residential School is or was located.

Federal Indian Day Schools Settlement Agreement.

19. The Federal Indian Day Schools Settlement Agreement is an out-of-court settlement to resolve the certified class proceeding *McLean et al v Her Majesty the Queen* (Federal Court File No. T-2169-16). This Settlement Agreement, entered into on March 12, 2019, is attached to this affidavit as **Exhibit 7**.
20. The settlement was approved by the Federal Court on August 19, 2019.
21. Per the Settlement Agreement, the parties agreed that individual compensation would be made available to Survivor Class Members, as defined in Article 1.01, who attended a Federal Indian Day School established, funded, controlled, and managed by Canada as identified in Schedule K.
22. The approval order and the final version of Schedule K, which was agreed to by the parties and approved by the court, are attached to this affidavit as **Exhibit 8**.

Innu Day Schools

23. Each settlement agreement described above has its own criteria on eligibility. This eligibility criteria is typically informed by the statement of claim of the originating action(s), certification orders and through negotiations between the parties in the development of a settlement agreement and is ultimately approved by the surprising court(s).
24. The schools at issue in the current action, day schools attended by members of the Sheshatshiu Innu First Nation and Mushuau Innu First Nation, were not eligible under the previous settlements described above as they did not meet the eligibility criteria agreed to by the parties and approved by the courts.

Provincial Day Schools

25. Indigenous Service Canada's core education program provides funding to eligible elementary and secondary students who attend schools operated by First Nations, First Nations organizations, provincial ministries of education or provincial school boards, private or independent schools and the federal government and are ordinary resident on reserve.
26. Provincial day schools were not the subject matter of the class actions that were resolved by the out-of-court settlement agreements described above in my affidavit.

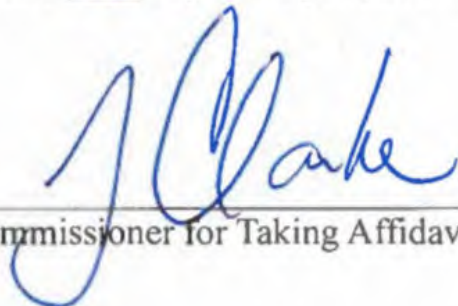
Class size

27. As Canada did not administer the provision of education services at the schools at issue in the current action, I am unable to provide an estimate of class size.

Conclusion

28. I make this affidavit bona fide and for no improper purpose.

AFFIRMED before me at the City of
Ottawa in the Province of Ontario
on this 26 day of August, 2025.


Commissioner for Taking Affidavits


Kimberlee Ford

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.
Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

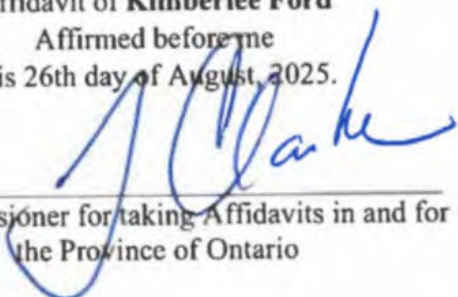


Exhibit List

No.	Link	Title	Source
1	https://www.residentialschoolssettlement.ca/IRS%20Settlement%20Agreement-%20ENGLISH.pdf	Indian Residential Schools Settlement Agreement	Online
2	https://assets.kmlaw.ca/wp-content/uploads/2010/07/NFLD_Order_30sep16.pdf	Supreme Court of Newfoundland and Labrador Approval Order and Schedule A - Newfoundland and Labrador Residential School Settlement Agreement	Online
3	Gottfriedson-Settlement-Agreement-FINAL-Signatures-Added.pdf	Indian Residential School Day Scholars - Survivor and Descendant Settlement Agreement	Online
4	Order-and-Reasons-for-Settlement-Approval.pdf	Indian Residential School Day Scholars - Survivor and Descendant Settlement Approval Order and Reasons	Online
5	23.01.18-Settlement-Agreement-and-Schedules-signed-by-all.pdf	Indian Residential School Day Scholars - Band Class Settlement Agreement	Online
6	https://decisions.fct-cf.gc.ca/fc-cf/decisions/en/item/523064/index.do	Settlement Approval Order and Reasons, dated March 9, 2023	Online
7	https://indiandayschools.com/en/wp-content/uploads/Settlement-Agreement.pdf	Federal Indian Day Schools Settlement Agreement	Online
8	https://indiandayschools.com/en/wp-content/uploads/Order-Settlement-Approval-with-Schedule-K.pdf	Federal Court of Canada – Approval Order	Online

2024 01G CP 0064

This is **Exhibit 1** referred to in the
Affidavit of **Kimberlee Ford**
Affirmed before me
this 26th day of August, 2025.


A Commissioner for taking Affidavits in and for
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.
Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

May 8, 2006

CANADA, as represented by the Honourable Frank Iacobucci

-and-

PLAINTIFFS, as represented by the National Consortium
and the Merchant Law Group

-and-

Independent Counsel

-and-

THE ASSEMBLY OF FIRST NATIONS and INUIT REPRESENTATIVES

-and-

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA,
THE PRESBYTERIAN CHURCH OF CANADA,
THE UNITED CHURCH OF CANADA AND
ROMAN CATHOLIC ENTITIES

**INDIAN RESIDENTIAL SCHOOLS
SETTLEMENT AGREEMENT**

May 8, 2006

**INDIAN RESIDENTIAL SCHOOLS
SETTLEMENT AGREEMENT**

TABLE OF CONTENTS

	Page
Article One – Interpretation	
1.01 Definitions	8
1.02 Headings	18
1.03 Extended Meanings	18
1.04 No Contra Proferentem	18
1.05 Statutory References	19
1.06 Day For Any Action	19
1.07 When Order Final	19
1.08 Currency	20
1.09 Schedules	20
1.10 No Other Obligations	21
Article Two – Effective Date of Agreement	
2.01 Date when Binding and Effective	21
2.02 Effective in Entirety	22
Article Three – Funding	
3.01 CEP Funding	22
3.02 Healing Funding	23
3.03 Truth and Reconciliation Funding	23
3.04 Commemoration Funding	24
3.05 IAP Funding	24
3.06 Social Benefits	25
3.07 Family Class Claims	25
Article Four – Implementation of This Agreement	
4.01 Class Actions	26
4.02 Content of Class Actions	26

4.03	Consent Order	27
4.04	Class Membership	27
4.05	Consent Certification	28
4.06	Approval Orders	28
4.07	Cloud Class Action Approval Older	32
4.08	Notice	32
4.09	National Certification Committee	33
4.10	Administration Committees	34
4.11	National Administration Committee	35
4.12	Regional Administration Committees	40
4.13	Review by NAC	42
4.14	Opt Out Threshold	42
4.15	Federal Court Actions Exception	43

Article Five – Common Experience Payment

5.01	CEP	43
5.02	Amount of CEP	44
5.03	Interest on Designated Amount Fund	44
5.04	CEP Applications Process	44
5.05	Review and Audit to Determine Holdings	46
5.06	Insufficiency of Designated Amount	47
5.07	Excess Designated Amount	47
5.08	CEP Administrative Costs	49
5.09	CEP Appeal Procedure	49

Article Six – Independent Assessment Process

6.01	IAP	50
6.02	IAP Application Deadlines	50
6.03	Resources	51
6.04	Notice of IAP Application Deadlines	53

Article Seven – Truth and Reconciliation and Commemoration

7.01	Truth and Reconciliation	53
7.02	Commemoration	54

Article Eight – Healing

8.01 Healing	54
8.02 Availability of Mental Health and Emotional Support Services	55

Article Nine – Church Organizations

9.01 The Parties agree..., Schedule “O-1”, Schedule “O-2”, Schedule “O-3” and Schedule “O-4”	55
--	----

Article Ten – Duties of the Trustee

10.01 Trustee	56
---------------	----

Article Eleven – Releases

11.01 Class Member and Cloud Class Member Releases	58
11.02 Non-residential Claimant Releases	60
11.03 Claims by Opt Outs and Others	61
11.04 Cessation of Litigation	61

Article Twelve – Additional Indian Residential Schools

12.01 Request to Add Institution	62
----------------------------------	----

Article Thirteen – Legal Fees

13.01 Legal Fees	64
13.02 Negotiation Fees (July 2005-November 20, 2005)	65
13.03 Fees to Complete Settlement Agreement (November 20, 2005-Execution of Settlement Agreement)	65
13.04 Fees Accrued after November 20, 2005 (NCC Fees)	66
13.05 No Fees on CEP Payments	66
13.06 Fees Where Retainer Agreements	66
13.07 Proof of Fees	67
13.08 The National Consortium and Merchant Law Group Fees	68
13.09 Cloud Class Action Costs, Fees and Disbursements	70
13.10 NCC Fees	70
13.11 NAC Fees	72
13.12 RAC Fees	73

13.13 IAP Working Group Fees	74
13.14 Oversight Committee Fees	75
 Article Fourteen – First Nations, Inuit, Inuvialuit and Metis	
14.01 Inclusion	75
 Article Fifteen – Transition Provisions	
15.01 No Prejudice	76
15.02 Acceptance and Transfer of DR Model Claims	78
 Article Sixteen – Conditions and Termination	
16.01 Agreement is Conditional	79
16.02 Termination of Agreement	79
 Article Seventeen –CEP Payments to Approved Personal Representatives	
17.01 Compensation if Deceased on or after May 30, 2005	80
17.02 Deceased Cloud Class Members	80
17.03 Person Under Disability	81
 Article Eighteen – General	
18.01 No Assignment	81
18.02 Compensation Inclusive	81
18.03 Applicable Law	82
18.04 Dispute Resolution	82
18.05 Notices	82
18.06 Entire Agreement	83
18.07 Benefit of the Agreement	83
18.08 Counterparts	83
18.09 Official Languages	84

May 8, 2006

**Indian Residential Schools
Settlement Agreement**

WHEREAS:

- A. Canada and certain religious organizations operated Indian Residential Schools for the education of aboriginal children and certain harms and abuses were committed against those children;
- B. The Parties desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools;
- C. The Parties further desire the promotion of healing, education, truth and reconciliation and commemoration;
- D. The Parties entered into an Agreement in Principle on November 20, 2005 for the resolution of the legacy of Indian Residential Schools:
- (i) to settle the Class Actions and the Cloud Class Action, in accordance with and as provided in this Agreement;
 - (ii) to provide for payment by Canada of the Designated Amount to the Trustee for the Common Experience Payment;
 - (iii) to provide for the Independent Assessment Process;
 - (iv) to establish a Truth and Reconciliation Commission;
 - (v) to provide for an endowment to the Aboriginal Healing Foundation to fund healing programmes addressing the legacy

of harms suffered at Indian Residential Schools including the intergenerational effects; and

- (vi) to provide funding for commemoration of the legacy of Indian Residential Schools;

E. The Parties, subject to the Approval Orders, have agreed to amend and merge all of the existing proposed class action statements of claim to assert a common series of Class Actions for the purposes of settlement;

F. The Parties, subject to the Approval Orders and the expiration of the Opt Out Periods without the Opt Out Threshold being met, have agreed to settle the Class Actions upon the terms contained in this Agreement;

G. The Parties, subject to the Approval Orders, agree to settle all pending individual actions relating to Indian Residential Schools upon the terms contained in this Agreement, save and except those actions brought by individuals who opt out of the Class Actions in the manner set out in this Agreement, or who will be deemed to have opted out pursuant to Article 1008 of *The Code of Civil Procedure of Quebec*;

H. This Agreement is not to be construed as an admission of liability by any of the defendants named in the Class Actions or the Cloud Class Action.

THEREFORE, in consideration of the mutual agreements, covenants and undertakings set out herein, the Parties agree that all actions, causes of actions, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which any

Class Member or Cloud Class Member ever had, now has or may hereafter have arising in relation to an Indian Residential School or the operation of Indian Residential Schools, whether such claims were made or could have been made in any proceeding including the Class Actions, will be finally settled based on the terms and conditions set out in this Agreement upon the Implementation Date, and the Releasees will have no further liability except as set out in this Agreement.

ARTICLE ONE INTERPRETATION

1.01 Definitions

In this Agreement, the following terms will have the following meanings:

“Aboriginal Healing Foundation” means the non-profit corporation established under Part II of the *Canada Corporations Act*, chapter C-32 of the Revised Statutes of Canada, 1970 to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including intergenerational effects.

“Agreement in Principle” means the Agreement between Canada, as represented by the Honourable Frank Iacobucci; Plaintiffs, as represented by the National Consortium, Merchant Law Group, Inuvialuit Regional Corporation, Makivik Corporation, Nunavut Tunngavik Inc., Independent Counsel, and the Assembly of First Nations; the General Synod of the Anglican Church of Canada, the Presbyterian Church in Canada, the United

Church of Canada and Roman Catholic Entities, signed November 20, 2005;

“Appropriate Court” means the court of the province or territory where the Class Member resided on the Approval Date save and except:

- a) that residents of the provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island will be deemed to be subject to the Approval Order of the Superior Court of Justice for Ontario;
- b) International Residents will be deemed to be subject to the Approval Order of the Superior Court of Justice for Ontario;

“Approval Date” means the date the last Court issues its Approval Order;

“Approval Orders” means the judgments or orders of the Courts certifying the Class Actions and approving this Agreement as fair, reasonable and in the best interests of the Class Members and Cloud Class Members for the purposes of settlement of the Class Actions pursuant to the applicable class proceedings legislation, the common law or Quebec civil law;

“Business Day” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this Agreement is situated or a holiday under the federal laws of Canada applicable in the said Province or Territory;

“Canada” or “Government” means the Government of Canada;

“CEP” and “Common Experience Payment” mean a lump sum payment made to an Eligible CEP Recipient in the manner set out in Article Five (5) of this Agreement;

“CEP Application” means an application for a Common Experience Payment completed substantially in the form attached hereto as Schedule “A” of this Agreement and signed by an Eligible CEP Recipient or his or her Personal Representative along with the documentation required by the CEP Application.

“CEP Application Deadline” means the fourth anniversary of the Implementation Date;

“Church” or “Church Organization” means collectively, The General Synod of the Anglican Church of Canada, The Missionary Society of the Anglican Church of Canada, The Dioceses of the Anglican Church of Canada listed in Schedule “B”, The Presbyterian Church in Canada, The Trustee Board of the Presbyterian Church in Canada, The Foreign Mission of the Presbyterian Church in Canada, Board of Home Missions and Social Services of the Presbyterian Church in Canada, The Women’s Missionary Society of the Presbyterian Church in Canada, The United Church of Canada, The Board of Home Missions of the United Church of Canada, The Women’s Missionary Society of the United Church of Canada, The Methodist Church of Canada, The Missionary Society of The Methodist Church of Canada **and the Catholic Entities listed in Schedule “C”**.

“Class Actions” means the omnibus Indian Residential Schools Class Actions Statements of Claim referred to in Article Four (4) of this Agreement;

“Class Members” means all individuals including Persons Under Disability who are members of any class defined in the Class Actions and who have not opted out or are not deemed to have opted out of the Class Actions on or before the expiry of the Opt Out Period;

“Cloud Class Action” means the *Marlene C. Cloud et al. v. Attorney General of Canada et al.* (C40771) action certified by the Ontario Court of Appeal by Order entered at Toronto on February 16, 2005;

“Cloud Class Members” means all individuals who are members of the classes certified in the Cloud Class Action;

“Cloud Student Class Member” means all individuals who are members of the student class certified in the Cloud Class Action;

“Commission” means the Truth and Reconciliation Commission established pursuant to Article Seven (7) of this Agreement;

“Continuing Claims” means those claims set out in Section I of Schedule “D” of this Agreement.

“Courts” means collectively the Quebec Superior Court, the Superior Court

of Justice for Ontario, the Manitoba Court of Queen's Bench, the Saskatchewan Court of Queen's Bench, the Alberta Court of Queen's Bench, the Supreme Court of British Columbia, the Nunavut Court of Justice, the Supreme Court of the Yukon and the Supreme Court of the Northwest Territories;

“Designated Amount” means one billion nine hundred million dollars (\$1,900,000,000.00) less any amounts paid by way of advance payments, if any, as at the Implementation Date.;

“Designated Amount Fund” means the trust fund established to hold the Designated Amount to be allocated in the manner set out in Article Five of this Agreement;

“DR Model” means the dispute resolution model offered by Canada since November 2003;

“Educational Programs or Services” shall include, but not be limited to, those provided by universities, colleges, trade or training schools, or which relate to literacy or trades, as well as programs or services which relate to the preservation, reclamation, development or understanding of native history, cultures, or languages.

“Eligible CEP Recipient” means any former Indian Residential School student who resided at any Indian Residential School prior to December 31, 1997 and who was alive on May 30, 2005 and who does not opt out, or is not deemed to have opted out of the Class Actions during the Opt-Out

Periods or is a Cloud Student Class Member;

“Eligible IAP Claimants” means all Eligible CEP Recipients, all Non-resident Claimants and includes references to the term “Claimants” in the IAP.

“Federal Representative” means the Honourable Frank Iacobucci;

“IAP Application Deadline” means the fifth anniversary of the Implementation Date:

“IAP Working Group” means counsel set out in Schedule “U” of this Agreement.

“Implementation Date” means the latest of :

- (1) the expiry of thirty (30) days following the expiry of the Opt-Out Periods; and
- (2) the day following the last day on which a Class Member in any jurisdiction may appeal or seek leave to appeal any of the Approval Orders; and
- (3) the date of a final determination of any appeal brought in relation to the Approval Orders;

“Independent Counsel” means Plaintiffs’ Legal Counsel who have signed this Agreement, excluding Legal Counsel who have signed this Agreement in their capacity as counsel for the Assembly of First Nations or for the Inuit Representatives or Counsel who are members of the Merchant Law Group or

members of any of the firms who are members of the National Consortium;

“Independent Assessment Process” and **“IAP”** mean the process for the determination of Continuing Claims, attached as Schedule “D”;

“Indian Residential Schools” means the following:

- (1) Institutions listed on List “A” to OIRSRC’s Dispute Resolution Process attached as Schedule “E”;
- (2) Institutions listed in Schedule “F” (“Additional Residential Schools”) which may be expanded from time to time in accordance with Article 12.01 of this Agreement; and,
- (3) Any institution which is determined to meet the criteria set out in Section 12.01(2) and (3) of this Agreement:

“International Residents” means Class Members who are not resident in a Canadian Province or Territory on the Approval Date.

“Inuit Representatives” includes Inuvialuit Regional Corporation (“IRC”), Nunavut Tunngavik Inc. (“NTI”) and Makivik Corporation; and may include other Inuit representative organizations or corporations.

“NAC” means the National Administration Committee as set out in Article Four (4) of this Agreement;

“NCC” means the National Certification Committee as set out in Article Four (4) of this Agreement;

“Non-resident Claimants” means all individuals who did not reside at an Indian Residential School who, while under the age of 21, were permitted by an adult employee of an Indian Residential School to be on the premises of an Indian Residential School to take part in authorized school activities prior to December 31, 1997. For greater certainty, Non-resident Claimants are not Class Members or Cloud Class Members;

“OIRSRC” means the Office of Indian Residential Schools Resolution Canada;

“Opt Out Periods” means the period commencing on the Approval Date as set out in the Approval Orders;

“Opt Out Threshold” means the Opt Out Threshold set out in Section 4.14 of this Agreement;

“Other Released Church Organizations” includes the Dioceses of the Anglican Church of Canada listed in Schedule “G” and the Catholic Entities listed in Schedule “H”, that did not operate an Indian Residential School or did not have an Indian Residential School located within their geographical boundaries and have made, or will make, a financial contribution towards the resolution of claims advanced by persons who attended an Indian Residential School;

“Oversight Committee” means the Oversight Committee set out in the Independent Assessment Process attached as Schedule “D”;

“Parties” means collectively and individually the signatories to this Agreement;

“Personal Credits” means credits that have no cash value, are transferable only to a family member who is a member of the family class as defined in the Class Actions or the Cloud Class Action, may be combined with the Personal Credits of other individuals and are only redeemable for either personal or group education services provided by education entities or groups jointly approved by Canada and the Assembly of First Nations pursuant to terms and conditions to be developed by Canada and the Assembly of First Nations. Similar sets of terms and conditions will be developed by Canada and Inuit Representatives for Eligible CEP Recipients having received the CEP who are Inuit. In carrying out these discussions with the Assembly of First Nations and Inuit Representatives, Canada shall obtain input from counsel for the groups set out in Section 4.09(4)(d), (e), (f) and (g);

“Personal Representative” includes, if a person is deceased, an executor, administrator, estate trustee, trustee or liquidator of the deceased or, if the person is mentally incompetent, the tutor, committee, Guardian, curator of the person or the Public Trustee or their equivalent or, if the person is a minor, the person or party that has been appointed to administer his or her affairs or the tutor where applicable;

“Person Under Disability” means

- (1) a minor as defined by that person’s Province or Territory of residence; or
- (2) a person who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom a Personal Representative has been appointed;

“Pilot Project” means the dispute resolution projects set out in Schedule “T” of this Agreement;

“RACs” means the Regional Administration Committees as set out in Article Four of this Agreement;

“Releasees” means, jointly and severally, individually and collectively, the defendants in the Class Actions and the defendants in the Cloud Class Action and each of their respective past and present parents, subsidiaries and related or affiliated entities and their respective employees, agents, officers, directors, shareholders, partners, principals, members, attorneys, insurers, subrogees, representatives, executors, administrators, predecessors, successors, heirs, transferees and assigns the definition and also the entities listed in Schedules “B”, “C”, “G” and “H” of this Agreement.

“Trustee” means Her Majesty in right of Canada as represented by the incumbent Ministers from time to time responsible for Indian Residential

Schools Resolution and Service Canada. The initial Representative Ministers will be the Minister of Canadian Heritage and Status of Women and the Minister of Human Resources Skills Development, respectively.

1.02 Headings

The division of this Agreement into Articles, Sections and Schedules and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “herein”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement.

1.03 Extended Meanings

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

1.04 No Contra Proferentem

The Parties acknowledge that they have reviewed and participated in settling

the terms of this Agreement and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties is not applicable in interpreting this Agreement.

1.05 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date hereof or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.06 Day For Any Action

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.

1.07 When Order Final

For the purposes of this Agreement a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

1.08 Currency

All references to currency herein are to lawful money of Canada.

1.09 Schedules

The following Schedules to this Agreement are incorporated into and form part of it by this reference as fully as if contained in the body of this Agreement:

Schedule A – CEP Application Form

Schedule B – Dioceses of the Anglican Church

Schedule C – Roman Catholic Entities

Schedule D – Independent Assessment Process

Schedule E – Residential Schools

Schedule F – Additional Residential Schools

Schedule G – Anglican Releasees

Schedule H – Catholic Releasees

Schedule I – Trust Agreement

Schedule J – Commemoration Policy Directive

Schedule K – Settlement Notice Plan

Schedule L – Process Flow Chart

Schedule M – Funding Agreement between the Aboriginal Healing
Foundation and Canada

Schedule N – Mandate for Truth and Reconciliation Commission

Schedule O-1 – The Presbyterian Church Entities in Canada Agreement

Schedule O-2 – The Anglican Entities Agreement

Schedule O-3 – The Catholic Entities Church Agreement

Schedule O-4 – The United Church of Canada Agreement

Schedule P – IAP Full and Final Release

Schedule Q – Treasury Board Travel Directive

Schedule R – No Prejudice Commitment Letter

Schedule S – National Certification Committee Members

Schedule T – Pilot Projects

Schedule U – IAP Working Group Members

Schedule V – Agreement Between the Government of Canada and the
Merchant Law Group Respecting the Verification of Legal Fees

1.10 No Other Obligations

It is understood that Canada will not have any obligations relating to the CEP, IAP, truth and reconciliation, commemoration, education and healing except for the obligations and liabilities as set out in this Agreement.

ARTICLE TWO EFFECTIVE DATE OF AGREEMENT

2.01 Date when Binding and Effective

This Agreement will become effective and be binding on and after the Implementation Date on all the Parties including the Class Members and Cloud Class Members subject to Section 4.14. The Cloud Class Action Approval Order and each Approval Order will constitute approval of this Agreement in respect of all Class Members and Cloud Class Members

residing in the province or territory of the Court which made the Approval Order, or who are deemed to be subject to such Approval Order pursuant to Section 4.04 of this Agreement. No additional court approval of any payment to be made to any Class Member or Cloud Class Member will be necessary.

2.02 Effective in Entirety

None of the provisions of this Agreement will become effective unless and until the Courts approve all the provisions of this Agreement, except that the fees and disbursements of the NCC will be paid in any event.

ARTICLE THREE FUNDING

3.01 CEP Funding

- (1) Canada will provide the Designated Amount to the legal representatives of the Class Members and the Cloud Class Members in trust on the Implementation Date. The Class Members and the Cloud Class Members agree that, contemporaneous with the receipt of the Designated Amount by their legal representatives, the Class Members and Cloud Class Members irrevocably direct the Designated Amount, in its entirety, be paid to the Trustee.
- (2) The Parties agree that the Designated Amount Fund will be held

and administered by the Trustee as set out in the Trust Agreement attached as Schedule “I” of this Agreement.

3.02 Healing Funding

On the Implementation Date Canada will transfer one hundred and twenty-five million dollars (\$125,000,000.00) as an endowment for a five year period to the Aboriginal Healing Foundation in accordance with Article Eight (8) of this Agreement. After the Implementation Date the only obligations and liabilities of Canada with respect to healing funding are those set out in this Agreement.

3.03 Truth and Reconciliation Funding

- (1) Canada will provide sixty million dollars (\$60,000,000.00) in two instalments for the establishment and work of the Commission. Two million dollars (\$2,000,000.00) will be available on the Approval Date to begin start-up procedures in advance of the establishment of the Commission. The remaining fifty-eight million dollars (\$58,000,000.00) will be transferred within thirty (30) days of the approval of the Commission’s budget by Canada. After the date of the final transfer, Canada will have no further obligations or liabilities with respect to truth and reconciliation funding except as set out in this Agreement.
- (2) Canada will appoint an interim Executive Director to begin

start-up procedures for the Commission. The interim Executive Director may make reports to the NCC. The interim Executive Director will be appointed as soon as practicable after the Approval Date. That appointment will remain effective until the appointment of the Commissioners. Canada will assume responsibility for the salary of the Executive Director Position during this interim period.

3.04 Commemoration Funding

The funding for commemoration will be twenty million dollars (\$20,000,000.00) for both national commemorative and community-based commemorative projects. The funding will be available in accordance with the Commemoration Policy Directive, attached as Schedule “J”. For greater certainty, funding under this Section 3.04 includes funding previously authorized in the amount of ten million dollars (\$10,000,000) for commemoration events. This previously authorized amount of ten million dollars (\$10,000,000) will not be available until after the Implementation Date. After the Implementation Date the only obligations and liabilities of Canada with respect to commemoration funding are those set out in this Agreement.

3.05 IAP Funding

Canada will fund the IAP to the extent sufficient to ensure the full and timely implementation of the provisions set out in Article Six (6) of this Agreement.

3.06 Social Benefits

- (1) Canada will make its best efforts to obtain the agreement of the provinces and territories that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Class Member or a Cloud Class Member pursuant to any legislation of any province or territory of Canada.
- (2) Canada will make its best efforts to obtain the agreement of the necessary Federal Government Departments that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Class Member or a Cloud Class Member pursuant to any social benefit programs of the Federal Government such as old age security and Canada Pension Plan.

3.07 Family Class Claims

The Parties agree and acknowledge that the programmes described in Sections 3.02, 3.03 and 3.04 will be available for the benefit of the Cloud Class Members and all Class Members including the family class defined in the Class Actions.

ARTICLE FOUR

IMPLEMENTATION OF THIS AGREEMENT

4.01 Class Actions

The Parties agree that all existing class action statements of claim and representative actions, except the Cloud Class Action, filed against Canada in relation to Indian Residential Schools in any court in any Canadian jurisdiction except the Federal Court of Canada (the “original claims”) will be merged into a uniform omnibus Statement of Claim in each jurisdiction (the “Class Actions”). The omnibus Statement of Claim will name all plaintiffs named in the original claims and will name as Defendants, Canada and the Church Organizations.

4.02 Content of Class Actions

- (1) The Class Actions will assert common causes of action encompassing and incorporating all claims and causes of action asserted in the original claims.
- (2) Subject to Section 4.04, the Class Actions will subsume all classes contained in the original claims with such modification as is necessary to limit the scope of the classes and subclasses certified by each of the Courts to the provincial or territorial boundaries of that Court save and except the Aboriginal Sub-class as set out and defined in the *Fontaine v. Attorney General*

of Canada, (05-CV-294716 CP) proposed class action filed in the Ontario Superior Court of Justice on August 5, 2005 which will not be asserted in the Class Actions.

4.03 Consent Order

- (1) The Parties will consent to an order in each of the Courts amending and merging the original claims as set out in Section 4.01 and 4.02 of this Agreement.
- (2) For greater certainty, the order consented to in the Ontario Superior Court of Justice will not amend **or** merge the Cloud Class Action.

4.04 Class Membership

Class membership in each of the Class Actions will be determined by reference to the province or territory of residence of each Class Member on the Approval Date save and except:

- (a) residents of the provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island, and;
- (b) International Residents,

who are be deemed to be members of the Ontario Class.

4.05 Consent Certification

- (1) The Parties agree that concurrent with the applications referred to in Section 4.03, applications will be brought in each of the Courts for consent certification of each of the Class Actions for the purposes of Settlement in accordance with the terms of the Agreement.
- (2) Consent certification will be sought on the express condition that each of the Courts, pursuant to the applications for consent certification under Section 4.05(1), certify on the same terms and conditions; including the terms and conditions set out in Section 4.06 save and except for the variations in class and subclass membership set out in Sections 4.02 and 4.04 of this Agreement.

4.06 Approval Orders

Approval Orders will be sought:

- (a) incorporating by reference this Agreement in its entirety;
- (b) ordering and declaring that such orders are binding on all Class Members, including Persons Under Disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Periods;

- (c) ordering and declaring that on the expiry of the Opt Out Periods all pending actions of all Class Members, other than the Class Actions, relating to Indian Residential Schools, which have been filed in any court in any Canadian jurisdiction against Canada or the Church Organizations, except for any pending actions in Quebec which have not been voluntarily discontinued by the expiry of the Opt Out Period, will be deemed to be dismissed without costs unless the individual has opted out, or is deemed to have opted out on or before the expiry of the Opt Out Periods.
- (d) ordering and declaring that on the expiry of the Opt Out Periods all class members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Periods, have released each of the defendants and Other Released Church Organizations from any and all actions they have, may have had or in the future may acquire against any of the defendants and Other Released Church Organizations arising in relation to an Indian Residential School or the operation of Indian Residential Schools.
- (e) ordering and declaring that in the event the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its

sole discretion, to waive compliance with Section 4.14 of this Agreement.

- (f) ordering and declaring that on the expiration of the Opt Out Periods all Class Members who have not opted out have agreed that they will not make any claim arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools against any person who may in turn claim against any of the defendants or Other Released Church Organizations.
- (g) ordering and declaring that the obligations assumed by the defendants under this Agreement are in full and final satisfaction of all claims arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools of the Class Members and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.
- (h) ordering and declaring that the fees and disbursements of all counsel participating in this Agreement are to be approved by the Courts on the basis provided in Articles Four (4) and Thirteen (13) of this Agreement, except that the fees and disbursements of the NCC and the IAP Working Group will be paid in any event.
- (i) ordering and declaring that notwithstanding Section 4.06(c), (d)

and (f), a Class Member who on or after the fifth anniversary of the Implementation Date had never commenced an action other than a class action in relation to an Indian Residential School or the operation of Indian Residential Schools, participated in a Pilot Project, applied to the DR Model, or applied to the IAP, may commence an action for any of the Continuing Claims within the jurisdiction of the court in which the action is commenced. For greater certainty, the rules, procedures and standards of the IAP are not applicable to such actions.

- (j) ordering and declaring that where an action permitted by Section 4.06(i) is brought, the deemed release set out in Section 11.01 is amended to the extent necessary to permit the action to proceed only with respect to Continuing Claims.
- (k) ordering and declaring that for an action brought under Section 4.06(i) all limitations periods will be tolled, and any defences based on laches or delay will not be asserted by the Parties with regard to a period of five years from the Implementation Date.
- (l) ordering and declaring that notwithstanding Section 4.06(d) no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

4.07 Cloud Class Action Approval Order

There will be a separate approval order in relation to the Cloud Class Action which will be, in all respects save as to class membership and Section 17.02 of this Agreement, in the same terms and conditions as the Approval Orders referred to herein.

4.08 Notice

- (1) The parties agree that the NCC will implement the Residential Schools Class Action Litigation Settlement Notice Plan prepared by Hilsoft Notifications and generally in the form attached as Schedule “K”.
- (2) The NCC will develop a list of counsel with active Indian Residential Schools claims and who agree to be bound by the terms of this Agreement, before the Approval date, which will be referenced in the written materials and website information of the notice program.
- (3) The legal notice will include an opt out coupon which will be returnable to a Post Office Box address at Edmonton, Alberta.
- (4) There will be a “1-800” number funded by Canada which will provide scripted information concerning the settlement. The information will convey a statement to the effect that although

there is no requirement to do so, Class Members may wish to consult a lawyer.

4.09 National Certification Committee

- (1) The Parties agree to the establishment of a NCC with a mandate to:
 - a) designate counsel having carriage in respect of drafting the consent certification documents and obtaining consent certification and approval of this Agreement;
 - b) provide input to and consult with Trustee on the request of Trustee;
 - c) obtain consent certification and approval of the Approval Orders in the Courts on the express condition that the Courts all certify on the same terms and conditions.
 - d) exercise all necessary powers to fulfill its functions under the Independent Assessment Process.
- (2) The NCC will have seven (7) members with the intention that decisions will be made by consensus.
- (3) Where consensus can not be reached, a majority of five (5) of the seven (7) members is required.

- (4) The composition of the NCC will be one (1) counsel from each of the following groups:
 - a) Canada;
 - b) Church Organizations;
 - c) Assembly of First Nations;
 - d) The National Consortium;
 - e) Merchant Law Group;
 - f) Inuit Representatives; and
 - g) Independent Counsel
- (5) The NCC will be dissolved on the Implementation Date.
- (6) Notwithstanding Section 4.09(4) the Church Organizations may designate a second counsel to attend and participate in meetings of the NCC. Designated second counsel will not participate in any vote conducted under Section 4.09(3).

4.10 Administration Committees

- (I) In order to implement the Approval Orders the Parties agree to the establishment of administrative committees as follows:
 - a) one National Administration Committee (“NAC”); and
 - b) three Regional Administration Committees (“RACs”).

- (2) Notwithstanding Section 4.10(1) neither the NAC nor the RAC's will meet or conduct any business whatsoever prior to the Implementation Date, unless Canada agrees otherwise.

4.11 National Administration Committee

- (1) The composition of the NAC will be one (1) representative counsel from each of the groups set out at section 4.09(4):
- (2) The first NAC member from each group will be named by that group on or before the execution of this Agreement.
- (3) Each NAC member may name a designate to attend meetings of the NAC and act on their behalf and the designate will have the powers, authorities and responsibilities of the NAC member while in attendance.
- (4) Upon the resignation, death or expiration of the term of any NAC member or where the Court otherwise directs in accordance with 4.11(6) of this Agreement, a replacement NAC member will be named by the group represented by that member.
- (5) Membership on the NAC will be for a term of two (2) years.
- (6) In the event of any dispute related to the appointment or service

of an individual as a member of the NAC, the affected group or individual may apply to the court of the jurisdiction where the affected individual resides for advice and directions.

- (7) The Parties agree that Canada will not be liable for any costs associated with an application contemplated in Section 4.11(6) that relates to the appointment of an individual as a member of the NAC.
- (8) No NAC member may serve as a member of a RAC or as a member of the Oversight Committee during their term on the NAC.
- (9) Decisions of the NAC will be made by consensus and where consensus can not be reached, a majority of five (5) of the seven (7) members is required to make any decision. In the event that a majority of five (5) members can not be reached the dispute may be referred by a simple majority of four (4) NAC members to the Appropriate Court in the jurisdiction where the dispute arose by way of reference styled as *In Re Residential Schools*.
- (10) Notwithstanding Section 4.11(9), where a vote would increase the costs of the Approval Orders whether for compensation or procedural matters, the representative for Canada must be one (1) of the five (5) member majority.

- (11) There will not be reference to the Courts for any dispute arising under Section 4.11(10).
- (12) The mandate of the NAC is to:
 - (a) interpret the Approval Orders;
 - (b) consult with and provide input to the Trustee with respect to the Common Experience Payment;
 - (c) ensure national consistency with respect to implementation of the Approval Orders to the greatest extent possible;
 - (d) produce and implement a policy protocol document with respect to implementation of the Approval Orders;
 - (e) produce a standard operating procedures document with respect to implementation of the Approval Orders;
 - (f) act as the appellate forum from the RACs;
 - (g) review the continuation of RACs as set out in Section 4.13;
 - (h) assume the RACs mandate in the event that the RACs cease to operate pursuant to Section 4.13;
 - (i) hear applications from the RACs arising from a dispute

related to the appointment or service of an individual as a member of the RACs;

- (j) review and determine references from the Truth and Reconciliation Commission made pursuant to Section 7.01(2) of this Agreement or may, without deciding the reference, refer it to any one of the Courts for a determination of the matter;
- (k) hear appeals from an Eligible CEP Recipient as set out in Section 5.09(1) and recommend costs as set out in Section 5.09(3) of this Agreement;
- (l) apply to any one of the Courts for determination with respect to a refusal to add an institution as set out in Section 12.01 of this Agreement;
- (m) retain and instruct counsel as directed by Canada for the purpose of fulfilling its mandate as set out in Sections 4.11(12)(j),(l) and(q) and Section 4.11(13) of this Agreement;
- (n) develop a list of counsel with active Indian Residential Schools claims who agree to be bound by the terms of this Agreement as set out in Section 4.08(5) of this Agreement;
- (o) exercise all the necessary powers to fulfill its functions

under the IAP;

- (p) request additional funding from Canada for the IAP as set out in Section 6.03(3) of this Agreement;
 - (q) apply to the Courts for orders modifying the IAP as set out in Section 6.03(3) of this Agreement.
 - (r) recommend to Canada the provision of one additional notice of the IAP Application Deadline to Class Members and Cloud Class Members in accordance with Section 6.04 of this Agreement.
- (13) Where there is a disagreement between the Trustee and the NAC, with respect to the terms of the Approval Orders the NAC or the Trustee may refer the dispute to the Appropriate Court in the jurisdiction where the dispute arose by way of reference styled as *In Re Residential Schools*.
- (14) Subject to Section 6.03(3), no material amendment to the Approval Orders can occur without the unanimous consent of the NAC ratified by the unanimous approval of the Courts.
- (15) Canada's representative on the NAC will serve as Secretary of the NAC.
- (16) Notwithstanding Section 4.11(1) the Church Organizations may

designate a second counsel to attend and participate in meetings of the NAC. Designated second counsel will not participate in any vote conducted under Section 4.11(9).

4.12 Regional Administration Committees

- (1) One (1) RAC will operate for the benefit of both the Class Members, as defined in Section 4.04, and Cloud Class Members in each of the following three (3) regions:
 - a) British Columbia, Alberta, Northwest Territories and the Yukon Territory;
 - b) Saskatchewan and Manitoba; and
 - c) Ontario, Quebec and Nunavut.
- (2) Each of the three (3) RACs will have three (3) members chosen from the four (4) plaintiff's representative groups set out in Sections 4.09(4)(d),(e),(f) and (g) of this Agreement.
- (3) Initial members of each of the three (3) RAC's will be named by the groups set out in sections 4.09(4)(d),(e),(f) and(g) of this Agreement on or before the execution of this Agreement and Canada will be advised of the names of the initial members.
- (4) Upon the resignation, death or expiration of the term of any

RAC member or where the Court otherwise directs in accordance with 4.12(7) of this Agreement, a replacement RAC member will be named by the group represented by that member.

- (5) Membership on each of the RACs will be for a two (2) year term.
- (6) Each RAC member may name a designate to attend meetings of the RAC and the designate will have the powers, authorities and responsibilities of the RAC member while in attendance.
- (7) In the event of any dispute related to the appointment or service of an individual as a member of the RAC, the affected group or individual may apply to the NAC for a determination of the issue.
- (8) No RAC member may serve as a member of the NAC or as a member of the Oversight Committee during their term on a RAC.
- (9) Each RAC will operate independently of the other RACs. Each RAC will make its decisions by consensus among its three members. Where consensus can not be reached, a majority is required to make a decision.
- (10) In the event that an Eligible CEP Recipient, a member of a

RAC, or a member of the NAC is not satisfied with a decision of a RAC that individual may submit the dispute to the NAC for resolution.

- (11) The RACs will deal only with the day-to-day operational issues relating to implementation of the Approval Orders arising within their individual regions which do not have national significance. In no circumstance will a RAC have authority to review any decision related to the IAP.

4.13 Review by NAC

Eighteen months following the Implementation Date, the NAC will consider and determine the necessity for the continuation of the operation of any or all of the 3 RACs provided that any determination made by the NAC must be unanimous.

4.14 Opt Out Threshold

In the event that the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5,000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with this Section of this Agreement. Canada has the right to waive compliance with this Section of the Agreement until thirty (30) days after the end of the Opt Out Periods.

4.15 Federal Court Actions Exception

The Parties agree that both the *Kenneth Sparvier et al. v. Attorney General of Canada* proposed class action filed in the Federal Court on May 13, 2005 as Court File Number: T 848-05, and the *George Laliberte et al v. Attorney General of Canada* proposed class action filed in the Federal Court on September 23, 2005 as Court File Number: T-1620-05, will be discontinued without costs on or before the Implementation Date.

ARTICLE FIVE COMMON EXPERIENCE PAYMENT

5.01 CEP

Subject to Sections 17.01 and 17.02, the Trustee will make a Common Experience Payment out of the Designated Amount Fund to every Eligible CEP Recipient who submits a CEP Application provided that:

- (1) the CEP Application is submitted to the Trustee in accordance with the provisions of this Agreement;
- (2) the CEP Application is received prior to the CEP Application Deadline;
- (3) the CEP Application is validated in accordance with the provisions of this Agreement; and

- (4) the Eligible CEP Recipient was alive on May 30, 2005.

5.02 Amount of CEP

The amount of the Common Experience Payment will be:

- (1) ten thousand dollars (\$10,000.00) to every Eligible CEP Recipient who resided at one or more Indian Residential Schools for one school year or part thereof; and
- (2) an additional three thousand (\$3,000.00) to every eligible CEP Recipient who resided at one or more Indian Residential Schools for each school year or part thereof, after the first school year; and
- (3) less the amount of any advance payment on the CEP received

5.03 Interest on Designated Amount Fund

Interest on the assets of the Designated Amount Fund will be earned and paid as provided in Order in Council P.C. 1970-300 of February 17, 1970 made pursuant to section 21(2) of the Financial Administration Act as set out in the Trust Agreement attached as Schedule "I".

5.04 CEP Application Process

- (1) No Eligible CEP Recipient will receive a CEP without

submitting a CEP Application to the Trustee.

- (2) The Trustee will not accept a CEP Application prior to the Implementation Date or after the CEP Application Deadline.
- (3) Notwithstanding Sections 5.01(2) and 5.04(2) of this Agreement, where the Trustee is satisfied that an Eligible CEP Recipient is a Person Under Disability on the CEP Application Deadline or was delayed from delivering a CEP Application on or before the CEP Application Deadline as prescribed in Section 5.04(2) as a result of undue hardship or exceptional circumstances, the Trustee will consider the CEP Application filed after the CEP Application Deadline, but in no case will the Trustee consider a CEP Application filed more than one year after the CEP Application Deadline unless directed by the Court.
- (4) No person may submit more than one (1) CEP Application on his or her own behalf.
- (5) Where an Eligible CEP Recipient does not submit a CEP Application as prescribed in this Section 5.04 that Eligible CEP Recipient will not be entitled to receive a Common Experience Payment and any such entitlement will be forever extinguished.
- (6) The Trustee will process all CEP Applications substantially in accordance with Schedule "L" attached hereto. All CEP

Applications will be subject to verification.

- (7) The Trustee will give notice to an Eligible CEP Recipient of its decision in respect of his or her CEP Application within 60 days of the decision being made.
- (8) A decision of the Trustee is final and binding upon the claimant and the Trustee, subject only to the CEP Appeal Procedure set out in Section 5.09 of this Agreement.
- (9) The Trustee agrees to make all Common Experience Payments as soon as practicable.

5.05 Review and Audit to Determine Holdings

- (1) The Trustee will review the Designated Amount Fund on or before the first anniversary of the Implementation Date and from time to time thereafter to determine the sufficiency of the Designated Amount Fund to pay all Eligible CEP Recipients who have applied for a CEP as of the date of the review.
- (2) The Trustee will audit the Designated Amount Fund within twelve (12) months following the CEP Application Deadline to determine the balance held in that fund on the date of the audit.

5.06 Insufficiency of Designated Amount

In the event that a review under Section 5.05(1) determines that the Designated Amount Fund is insufficient to pay all Eligible CEP Recipients who have applied, as of the date of the review, to receive the Common Experience Payment to which they are entitled, Canada will add an amount sufficient to remedy any deficiency in this respect within 90 days of being notified of the deficiency by the Trustee.

5.07 Excess Designated Amount

- (1) If the audit under Section 5.05(2) determines that the balance in the Designated Amount Fund exceeds the amount required to make the Common Experience Payment to all Eligible CEP Recipients who have applied before the CEP Application Deadline by more than forty million dollars (\$40,000,000.00), the excess will be apportioned *pro rata* to all those who received a Common Experience Payment to a maximum amount of three thousand dollars (\$3,000.00) per person in the form of Personal Credits.
- (2) After the payment of the maximum amount of Personal Credits to all Eligible CEP Recipients who have received the CEP, including payment of all administration costs related thereto, all excess funds remaining in the Designated Amount Fund will be transferred to the National Indian Brotherhood Trust Fund (NIBTF) and to the Inuvialuit Education Foundation (IEF),

consistent with applicable Treasury Board policies, in the proportion set out in Section 5.07(5). The monies so transferred shall be used for educational programs on terms and conditions agreed between Canada and NIBTF and IEF, which terms and conditions shall ensure fair and reasonable access to such programs by all class members including all First Nations, Inuit, Inuvialuit and Métis persons. In carrying out its discussions with NIBTF and IEF, Canada shall obtain input from counsel for the groups set out in Section 4.09(d), (e), (f) and (g).

- (3) If the audit under Section 5.05(2) determines that the balance in the Designated Amount Fund exceeds the amount required to make Common Experience Payments to all Eligible CEP Recipients who have applied before the CEP Application Deadline by less than forty million dollars (\$40,000,000.00), there will be no entitlement to Personal Credits, and the excess will be transferred to the NIBTF and IEF in the proportions set out in Section 5.07(5) for the same purposes and on the same terms and conditions set out in Section 5.07(2).
- (4) Any and all amounts remaining in the Designated Amount Fund on January 1, 2015 will be paid to the NIBTF and the IEF in the proportions set out in Section 5.07(5) for the same purposes and on the same terms and conditions set out in Section 5.07(2).
- (5) Funds in the Designated Amount Fund shall be transferred to

the NIBTF and the IEF respectively proportionately based on the total number of Eligible CEP Recipients other than Inuit and Inuvialuit who have received the CEP in the case of the NIBTF and the total number of Inuit and Inuvialuit Eligible CEP Recipients who have received the CEP in the case of the IEF.

5.08 CEP Administrative Costs

- (1) It is agreed that Canada will assume all internal administrative costs relating to the CEP and its distribution.
- (2) It is agreed that all internal administrative costs relating to the Personal Credits and their distribution will be paid from the Designated Amount Fund.

5.09 CEP Appeal Procedure

- (1) Where a claim made in a CEP Application has been denied in whole or in part, the applicant may appeal the decision to the NAC for a determination.
- (2) In the event the NAC denies the appeal in whole or in part the applicant may apply to the Appropriate Court for a determination of the issue.
- (3) The NAC may recommend to Canada that the costs of an appeal under Section 5.09(1) be borne by Canada. In

exceptional circumstances, the NAC may apply to the Appropriate Court for an order that the costs of an appeal under Section 5.09(1) be borne by Canada.

ARTICLE SIX

INDEPENDENT ASSESSMENT PROCESS

6.01 IAP

An Independent Assessment Process will be established as set out in Schedule “D” of this Agreement.

6.02 IAP Application Deadline

- (1) Applications to the IAP will not be accepted prior to the Implementation Date or after the IAP Application Deadline.
- (2) Where an Eligible IAP Claimant does not submit an IAP Application as prescribed in this Section 6.02(1) that Eligible IAP Claimant will not be admitted to the IAP and any such entitlement to make a claim in the IAP will be forever extinguished.
- (3) All applications to the IAP which have been delivered prior to the IAP Application Deadline will be processed within the IAP as set out in Schedule “D” of this Agreement.

6.03 Resources

- (1) The parties agree that Canada will provide sufficient resources to the IAP to ensure that:
 - a) Following the expiry of a six month start-up period commencing on the Implementation Date:
 - (i) Continuing Claims which have been screened into the IAP will be processed at a minimum rate of two-thousand five-hundred (2500) in each twelve (12) month period thereafter; and
 - (ii) the Claimant in each of those two-thousand five hundred (2500) Continuing Claims will be offered a hearing date within nine months of their application being screened-in. The hearing date will be within the nine month period following the claim being screened-in, or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.
 - b) Notwithstanding Section 6.03(1)(a), all IAP claimants whose applications have been screened into the IAP as of the eighteen (18) month anniversary of the Implementation

Date will be offered a hearing date before the expiry of a further nine month period or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.

- c) All IAP claimants screened-in after the eighteen (18) month anniversary of the Implementation Date will be offered a hearing within nine (9) months of their claim being screened in. The hearing date will be within the nine month period following the claim being screened-in, or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.
 - d) For greater certainty, all IAP Applications filed before the expiration of the IAP Application Deadline will be processed prior to the six (6) year anniversary of the Implementation Date unless a claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.
- (2) In the event that Continuing Claims are submitted at a rate that is less than two-thousand five hundred (2,500) per twelve month period, Canada will be required only to provide resources sufficient to process the Continuing Claims at the rate at which they are received, and within the timeframes set out in

Section 6.03 (1)(a) and (b) of this Agreement.

- (3) Notwithstanding Article 4.11(11), in the event that Continuing Claims are not processed at the rate and within the timeframes set out in Section 6.03(1)(a) and (b) of this Agreement, the NAC may request that Canada provide additional resources for claims processing and, after providing a reasonable period for Canada's response, apply to the Courts for orders necessary to permit the realization of Section 6.03(1).

6.04 Notice of IAP Application Deadline

One additional notice of the IAP Application Deadline may be provided on the recommendation of the NAC to Canada.

ARTICLE SEVEN

TRUTH AND RECONCILIATION AND COMMEMORATION

7.01 Truth and Reconciliation

- (1) A Truth and Reconciliation process will be established as set out in Schedule "N" of this Agreement.
- (2) The Truth and Reconciliation Commission may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the

Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

- (3) Where the NAC makes a decision in respect of a dispute or disagreement that arises in respect of the Truth and Reconciliation Commission as contemplated in Section 7.01(2), either or both the Church Organization and Canada may apply to any one of the Courts for a hearing *de novo*.

7.02 Commemoration

Proposals for commemoration will be addressed in accordance with the Commemoration Policy Directive set out in Schedule “J” of this Agreement.

ARTICLE EIGHT HEALING

8.01 Healing

- (1) To facilitate access to healing programmes, Canada will provide the endowment to the Aboriginal Healing Foundation as set out in Section 3.02 on terms and conditions substantially similar to the draft attached hereto as Schedule “M”.
- (2) On or before the expiry of the fourth anniversary of the

Implementation Date, Canada will conduct an evaluation of the healing initiatives and programmes undertaken by the Aboriginal Healing Foundation to determine the efficacy of such initiatives and programmes and recommend whether and to what extent funding should continue beyond the five year period.

8.02 Availability of Mental Health and Emotional Support Services

Canada agrees that it will continue to provide existing mental health and emotional support services and agrees to make those services available to those who are resolving a claim through the Independent Assessment Process or who are eligible to receive compensation under the Independent Assessment Process. Canada agrees that it will also make those services available to Common Experience Payment recipients and those participating in truth and reconciliation or commemorative initiatives.

ARTICLE NINE CHURCH ORGANIZATIONS

9.01 The Parties agree that the Church Organizations will participate in this Agreement as set out herein and in accordance with the Agreements between Canada and the Church Organizations attached hereto in Schedules “O-1”, The Presbyterian Church Agreement, Schedule “O-2”, The Anglican Entities Agreement, Schedule “O-3”, The Catholic Entities Agreement and Schedule “O-4”, The United Church of Canada Agreement.

ARTICLE TEN
Duties of the Trustee

10.01 Trustee

In addition to the duties set out in the Trust Agreement, the Trustee's duties and responsibilities will be the following:

- a) developing, installing and implementing systems and procedures for processing, evaluating and making decisions respecting CEP Applications which reflect the need for simplicity in form, expedition of payments and an appropriate form of audit verification, including processing the CEP Applications substantially in accordance with Schedule "L" of this Agreement;
- b) developing, installing and implementing systems and procedures necessary to meet its obligations as set out in the Trust Agreement attached as Schedule "I" hereto;
- c) developing, installing and implementing systems and procedures for paying out compensation for validated CEP Applications;
- d) reporting to the NAC and the Courts respecting CEP Applications received and being administered and compensation paid;

- e) providing personnel in such reasonable numbers as are required for the performance of its duties, and training and instructing them;
- f) keeping or causing to be kept accurate accounts of its activities and its administration of the CEP, including payment of compensation under the CEP, preparing such financial statements, reports and records as are required by the NAC and the Courts, in form and content as directed by the Courts and submitting them to the Courts so often as the Courts direct;
- g) receiving and responding to all enquiries and correspondence respecting the validation of CEP Applications, reviewing and evaluating all CEP Applications, making decisions in respect of CEP Applications, giving notice of its decisions in accordance with the provisions this Agreement and communicating with Eligible CEP Recipients, in either English or French, as the Eligible CEP Recipient elects;
- h) receiving and responding to all enquiries and correspondence respecting payment of compensation for valid CEP Applications, and forwarding the compensation in accordance with the provisions of this Agreement and communicating with Eligible CEP Recipients, in either

English or French, as the Eligible CEP Recipient elects;

- i) administering Personal Credits in accordance with Section 5.07 of this Agreement;
- j) maintaining a database with all information necessary to permit the NAC and the Courts to evaluate the financial viability and sufficiency of the Designated Amount Fund from time to time, subject to applicable law; and,
- k) such other duties and responsibilities as the Courts may from time to time by order direct.

ARTICLE ELEVEN

RELEASES

11.01 Class Member and Cloud Class Member Releases

- (1) The Approval Orders will declare that in the case of Class Members and Cloud Class Members:
 - a) Each Class Member and Cloud Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including

for damages, contribution, indemnity, costs, expenses and interest which any such Class Member or Cloud Class Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to an Indian Residential School or the operation of Indian Residential Schools and this release includes any such claim made or that could have been made in any proceeding including the Class Actions or the Cloud Class Action whether asserted directly by the Class Member or Cloud Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member or Cloud Class Member.

- b) The Class Members and Cloud Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to an Indian Residential School or the operation of Indian Residential Schools;

- c) Canada's, the Church Organizations' and the Other Released Church Organizations' obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in Section 11.01(a) and (b) inclusive and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Class Members or and Cloud Class Members are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.
- (2) Notwithstanding Section 11.01(1), no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

11.02 Non-resident Claimant Releases

- (1) The Approval Orders will order and declare that Non-resident Claimants on being accepted into the IAP, must execute a Release in the form set out in Schedule "P" of this Agreement.
- (2) Nothing in Section 4.06 (c), (d) or (f) or Section 11.01(1)(a)

will prevent a Non-resident Claimant from pursuing his or her claim in the IAP.

- (3) For greater certainty nothing in this Section 11.02 will prevent the bringing of an action contemplated in Section 4.06(i) and (j) of this Agreement.

11.03 Claims by Opt Outs and Others

If any person not bound by this Agreement claims over or brings a third party claim, makes any claim or demand or takes any action or proceeding against any defendant named in the Class Actions or the Cloud Class Action arising in relation to an Indian Residential School or the operation of Indian Residential Schools, no amount payable by any defendant named in the Class Actions of the Cloud Class Action to that person will be paid out of the Designated Amount Fund.

11.04 Cessation of litigation

- (1) Upon execution of this Agreement, the representative plaintiffs named in the Class Actions and the Cloud Class Action, and counsel from each of the groups set out in Section 4.09(4)(c), (d), (e), (f) and (g) will cooperate with the defendants named in the Class Actions and in the Cloud Class Action to obtain approval of this Agreement and general participation by Class Members and Cloud Class Members and Non-resident Claimants in all aspects of the Agreement.

- (2) Each counsel from each of the groups set out in section 4.09(4)(c), (d), (e), (f) and (g) will undertake, within five days after the Approval Date, not to commence or assist or advise on the commencement or continuation of any actions or proceedings calculated to or having the effect of undermining this Agreement against any of the Releasees, or against any person who may claim contribution or indemnity from any of the Releasees in any way relating to or arising from any claim which is subject to this Agreement, provided that nothing in the Agreement will prevent any counsel from advising any person whether to opt out of the Class Actions and to continue to act for that person.

ARTICLE TWELVE

ADDITIONAL INDIAN RESIDENTIAL SCHOOLS

12.01 Request to Add Institution

- (1) Any person or organization (the “Requestor”) may request that an institution be added to Schedule “F”, in accordance with the criteria set out in Section 12.01(2) of this Agreement, by submitting the name of the institution and any relevant information in the Requestor’s possession to Canada;
- (2) The criteria for adding an institution to Schedule “F” are:

- a) The child was placed in a residence away from the family home by or under the authority of Canada for the purposes of education; and,
 - b) Canada was jointly or solely responsible for the operation of the residence and care of the children resident there.
- (3) Indicators that Canada was jointly or solely responsible for the operation of the residence and care of children there include, but are not limited to, whether:
- a) The institution was federally owned;
 - b) Canada stood as the parent to the child;
 - c) Canada was at least partially responsible for the administration of the institution;
 - d) Canada inspected or had a right to inspect the institution; or,
 - e) Canada did or did not stipulate the institution as an IRS.
- (4) Within 60 days of receiving a request to add an institution to Schedule "F", Canada will research the proposed institution and determine whether it is an Indian Residential School as defined in this Agreement and will provide both the Requestor and the NAC with:

- a) Canada's decision on whether the institution is an Indian Residential School;
- b) Written reasons for that decision; and
- c) A list of materials upon which that decision was made;

provided that Canada may ask the Requestor for an extension of time to complete the research.

- (5) Should either the Requestor or the NAC dispute Canada's decision to refuse to add a proposed institution, the Requestor may apply to the Appropriate Court, or the NAC may apply to the court of the province or territory where the Requestor resides for a determination.
- (6) Where Canada adds an institution to Schedule "F" under Section 12.01(4), Canada may provide the Requestor with reasonable legal costs and disbursements.

ARTICLE THIRTEEN

LEGAL FEES

13.01 Legal Fees

Canada agrees to compensate legal counsel in respect of their legal fees as

set out herein.

13.02 Negotiation Fees (July 2005 – November 20, 2005)

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.
- (2) All legal fees payable under Section 13.02(1) will be paid no later than 60 days after the Implementation Date.

13.03 Fees to Complete Settlement Agreement (November 20, 2005 – Execution of Settlement Agreement)

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, for time spent between November 20, 2005 and the date of execution of this Agreement in respect of finalizing this Agreement at each lawyer's normal hourly rate, plus reasonable disbursements and GST and PST, if applicable except that no amount is payable under this Section 13.03(1) for fees previously paid directly by OIRSRC.

- (2) No fees will be payable under Section 13.03(1) for any work compensated under Section 13.04 of this Agreement.
- (3) All legal fees payable under Section 13.03(1) will be paid no later than 60 days after the Implementation Date.

13.04 Fees Accrued after November 20, 2005 (NCC Fees)

- (1) Legal fees payable to legal counsel from November 20, 2005 forward will be paid in accordance with the terms set out in Section 13.10(1)(2)(4) and (5) of this Agreement.
- (2) Subject to 13.07, all legal fees payable under Section 13.06 and 13.08 will be paid no later than 60 days after the Implementation Date.

13.05 No Fees on CEP Payments

No lawyer or law firm that has signed this Settlement Agreement or who accepts a payment for legal fees from Canada, pursuant to Sections 13.06 or 13.08, will charge an Eligible CEP Recipient any fees or disbursements in respect of the Common Experience Payment.

13.06 Fees Where Retainer Agreements

Each lawyer who had a retainer agreement or a substantial solicitor-client

relationship (a “Retainer Agreement”) with an Eligible CEP Recipient as of May 30, 2005, will be paid an amount equal to the lesser of:

- a) the amount of outstanding Work-in-Progress as of the date of the Agreement in Principle in respect of that Retainer Agreement and
- b) \$4,000, plus reasonable disbursements, and GST and PST, if applicable,

and will agree that no other or further fee will be charged with respect to the CEP.

13.07 Proof of Fees

In order to receive payment pursuant to Section 13.06 of this Agreement, each lawyer will provide to OIRSRC a statutory declaration that attests to the number of Retainer Agreements he or she had with Eligible CEP Recipients as of May 30, 2005 and the amount of outstanding Work-in-Progress in respect of each of those Retainer Agreements as docketed or determined by review. OIRSRC will review these statutory declarations within 60 days of the Implementation Date and will rely on these statutory declarations to verify the amounts being paid to lawyers and will engage in such further verification processes with individual lawyers as circumstances require with the consent of the lawyers involved, such consent not to be unreasonably withheld.

13.08 The National Consortium and the Merchant Law Group Fees

- (1) The National Consortium will be paid forty million dollars (\$40,000,000.00) plus reasonable disbursements, and GST and PST, if applicable, in recognition of the substantial number of Eligible CEP Recipients each of them represents and the class action work they have done on behalf of Eligible CEP Recipients. Any lawyer who is a partner of, employed by or otherwise affiliated with a National Consortium member law firm is not entitled to the payments described in Section 13.02 and 13.06 of this Agreement.
- (2) The fees of the Merchant Law Group will be determined in accordance with the provisions of the Agreement in Principle executed November 20, 2005 and the Agreement between Canada and the Merchant Law Group respecting verification of legal fees dated November 20, 2005 attached hereto as Schedule "V", except that the determination described in paragraph 4 of the latter Agreement, will be made by Justice Ball, or, if he is not available, another Justice of the Court of Queen's Bench of Saskatchewan, rather than by an arbitrator.
- (3) The Federal Representative will engage in such further verification processes with respect to the amounts payable to the National Consortium as have been agreed to by those parties.

(4) In the event that the Federal Representative and either the National Consortium or the Merchant Law Group cannot agree on the amount payable for reasonable disbursements incurred up to and including November 20, 2005, under Section 13.08(1) of this Agreement, the Federal Representative will refer the matter to:

- (a) the Ontario Superior Court of Justice, or an official designated by it, if the matter involves the National Consortium;
- (b) the Saskatchewan Court of Queen's Bench, or an official designated by it, if the matter involves the Merchant Law Group;

to fix such amount.

(5) The National Consortium member law firms are as follows:

- | | |
|---------------------------------|-----------------------------------|
| • Thomson, Rogers | • Troniak Law Office |
| • Richard W. Courtis Law Office | • Koskie Minsky LLP |
| • Field LLP | • Leslie R. Meiklejohn Law Office |
| • David Paterson Law Corp. | • Huck Birchard |
| • Docken & Company | • Ruston Marshall |

- Arnold, Pizzo, McKiggan
- Cohen Highley LLP
- White, Ottenheimer & Baker
- Thompson Dorfman Sweatman
- Ahlstrom Wright Oliver & Cooper
- Rath & Company
- Levene Tadman Gutkin Golub
- Collier Levine
- Adams Gareau
-

All legal fees payable under Section 13.08 will be paid no later than 60 days after the Implementation Date.

13.09 Cloud Class Action Costs, Fees and Disbursements

- (1) Canada will pay all cost awards in the Cloud Class Action that remain outstanding as of November 20, 2005 to Counsel for the Plaintiffs in that action. Canada will not seek to recover any portion of any costs paid pursuant to this Section 13.09(1) from the Anglican entities named as Defendants in the Cloud Class Action.
- (2) Canada will pay the fees and disbursements of the Plaintiffs in the Cloud Class Action as set out in Article 13 of this Agreement.

13.10 NCC Fees

- (1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.
- (2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and

approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).

- (6) Other counsel who appear in court, if designated by the NCC and approved by Canada, will be paid an appearance fee of two thousand dollars (\$2000.00) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.
- (8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.11 NAC Fees

- (1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be

compensated under this Agreement.

- (2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.11(2) and subject to Section 13.11(4), the NAC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

13.12 RAC Fees

- (1) Members of the RACs, will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.12(2).
- (2) Canada will provide each RAC with an operating budget that will not exceed seven thousand dollars (\$7,000.00) per month for each RAC except that each RAC may apply for additional funding in exceptional circumstances.
- (3) The RACs will submit their accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

13.13 IAP Working Group Fees

- (1) Canada agrees to pay each member of the IAP Working Group, other than lawyers representing Canada or the Church Organizations, who attended the IAP Working Group meetings beginning November 20, 2005 for time spent up to the Implementation Date, as requested in writing by Canada, at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.13(1) for fees previously paid directly by OIRSRC.
- (2) No fees are payable under Section 13.13(1) for time billed

under Section 13.02 or 13.03.

- (3) The IAP Working Group, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.

13.14 Oversight Committee Fees

- (1) Canada agrees to pay an honorarium to each member of the Oversight Committee, other than members representing Canada or the Church Organizations, at the same rate and on the same conditions as apply from time to time for adjudicators appointed for the IAP.
- (2) Notwithstanding 13.14(1), Oversight Committee members will be paid the honorarium set out in 13.14(1) for a period not exceeding 3 days per month in those months where they attend in-person meetings or 1 day per month in those months where the meeting is held by teleconference or other means.
- (2) The Oversight Committee members will submit their accounts to the OIRSRC for payment. The accounts will be paid within 60 days of their submission. The accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

ARTICLE FOURTEEN
FIRST NATIONS, INUIT, INUVIALUIT AND MÉTIS

14.01 Inclusion

For greater certainty, every Eligible CEP Recipient who resided at an Indian Residential School is eligible for the CEP and will have access to the IAP in accordance with the terms of this Agreement including all First Nations, Inuit, Inuvialuit and Métis students.

ARTICLE FIFTEEN
TRANSITION PROVISIONS

15.01 No Prejudice

The parties agree that the no prejudice commitment set out in the letter of the Deputy Minister of the OIRSRC dated July, 2005, and attached as Schedule “R” means that following the Implementation Date:

- (1) All Eligible CEP Recipients are entitled to apply to receive the CEP regardless of whether a release has been signed or a judgment received for their Indian Residential School claim prior to the Implementation Date.
- (2) Where a release of an Indian Residential School claim was signed after May 30, 2005 in order to receive the payment of an award under the DR Model:

- a) Canada will adjust the award to reflect the compensation scale set out at page 6 of the IAP attached as Schedule “D” of this Agreement;
 - b) the Eligible IAP Claimant may apply to have their hearing re-opened to reconsider the assignment of points under the Consequential Loss of Opportunity category set out at page 6 of the IAP attached as Schedule “D” of this Agreement, and pursuant to the standards of the IAP, in any case where the adjudicator assessed their claim as falling within the highest level in the Consequential Loss of Opportunity category in the DR Model;
 - c) an Eligible IAP Claimant who alleges sexual abuse by another student at the SL4 or SL5 category, where such abuse if proven would be the most serious proven abuse in their case, may have their hearing re-opened to consider such an allegation in accordance with the standards of the IAP.
- (3) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada without contribution from a Catholic Entity set out in Schedule “C” of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the

balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic Entity set out in Schedule “C” of this Agreement, and to release them by executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

- (4) Until the Implementation Date, Canada will use its best efforts to resolve cases currently in litigation, including those that would not fit within the IAP.

15.02 Acceptance and Transfer of DR Model Claims

- (1) No applications to the DR Model will be accepted after the Approval Date.
- (2) DR applications received on or before the expiration of the Approval Date for which a hearing date had not been set as of the Implementation Date will be dealt with as follows:
 - a) any application which alleges only physical abuse will be processed under the DR Model unless the claimant elects to transfer it to the IAP;
 - b) any application which includes an allegation of sexual

abuse will be transferred to the IAP unless the claimant, within 60 days of receiving notice of the proposed transfer, elects in writing to remain in the DR Model.

- (3) An Individual whose claim is transferred under Section 15.02(2) of this Agreement is not required to complete an additional application to the IAP, but may modify their existing DR application to the extent necessary to claim the relief available under the IAP.
- (4) Any Eligible IAP Claimant who received but did not accept a decision under the DR Model or a Pilot Project decision may apply to the IAP on the condition that all evidence used in the DR Model hearing or pilot project hearing will be transferred to the IAP proceeding.

ARTICLE SIXTEEN

CONDITIONS AND TERMINATION

16.01 Agreement is Conditional

This Agreement will not be effective unless and until it is approved by the Courts, and if such approvals are not granted by each of the Courts on substantially the same terms and conditions save and except for the variations in membership contemplated in Sections 4.04 and 4.07 of this Agreement, this Agreement will thereupon be terminated and none of the

Parties will be liable to any of the other Parties hereunder, except that the fees and disbursements of the members of the NCC will be paid in any event.

16.02 Termination of Agreement

This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

ARTICLE SEVENTEEN

CEP PAYMENTS TO APPROVED PERSONAL REPRESENTATIVES

17.01 Compensation if Deceased on or after May 30, 2005

If an Eligible CEP Recipient, dies or died on or after May 30, 2005 and the CEP Application required under Article Five (5) has been submitted to the Trustee by him or her prior to his or her death or by his or her Personal Representative after his or her death and within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the deceased Eligible CEP Recipient would have been entitled if he or she had not died.

17.02 Deceased Cloud Class Members

Notwithstanding Section 17.01, if an Eligible CEP Recipient who is a

member of a certified class in the Cloud Class Action died on or after October 5, 1996, and the CEP Application required under Article Five (5) has been submitted to the Trustee by his or her Personal Representative within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the deceased Eligible CEP Recipient would have been entitled if he or she had not died.

17.03 Person Under Disability

If an Eligible CEP Recipient is or becomes a Person Under Disability prior to receipt of a Common Experience Payment and the CEP Application required under Article Five (5) has been submitted to the Trustee by him or her prior to becoming a Person Under Disability or by his or her Personal Representative after he or she becomes a Person Under Disability within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the Eligible CEP Recipient who has become a Person Under Disability would have been entitled if he or she had not become a Person Under Disability.

ARTICLE EIGHTEEN GENERAL

18.01 No Assignment

No amount payable under this Agreement can be assigned and such assignment is null and void except as expressly provided for in this Agreement.

18.02 Compensation Inclusive

For greater certainty, the amounts payable to Eligible IAP Claimants under this Agreement are inclusive of any prejudgment interest or other amounts that may be claimed by Eligible IAP Claimants.

18.03 Applicable Law

This Agreement will be governed by the law of Ontario.

18.04 Dispute Resolution

The parties agree that they will fully exhaust the dispute resolution mechanisms contemplated in this Agreement before making any application to the Courts for directions in respect of the implementation, administration or amendment of this Agreement or the implementation of the Approval Orders. Application to the Courts will be made with leave of the Courts, on notice to all affected parties, or otherwise in conformity with the terms of the Agreement.

18.05 Notices

Any notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or by electronic communication addressed to each member of the NCC or NAC as the case may be or to such other address, individual or electronic

communication number as a Party may from time to time advise by notice given pursuant to this Section. Any notice or other communication will be exclusively deemed to have been given, if given by personal delivery, on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if transmitted during normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not so transmitted. The names and business addresses of the members of the NCC are attached as Schedule "S".

18.06 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

18.07 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, assigns, executors, administrators and successors of the Parties.

18.08 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

18.09 Official Languages

Canada will prepare a French translation of this Agreement for use at the Approval Hearings. Prior to Implementation Date, Canada will pay the costs of the preparation of an authoritative French version of this Agreement and

such cost shall include costs of review by a designate of the Parties. The authoritative French version shall be executed by the same Parties who executed this Agreement and, once executed, shall be of equal weight and force at law.

Signed this _____ day of _____, 2006.

ON BEHALF OF HER MAJESTY THE
QUEEN IN RIGHT OF CANADA

By: _____
The Honourable Jim Prentice

THE FEDERAL REPRESENTATIVE

By: _____
The Honourable Frank Iacobucci

ASSEMBLY OF FIRST NATIONS

By: _____
Phil Fontaine, National Chief

By: _____
Kathleen Mahoney

INUVIALUIT REGIONAL
CORPORATION

By: _____
Hugo Prud'homme

NATIONAL CONSORTIUM

By: _____
Craig Brown

COHEN HIGHLY LLP

By: _____
Russell Raikes

THE UNITED CHURCH OF
CANADA

By: _____
Jim Sinclair-General Secretary

By: _____
Cynthia Gunn-Legal/Judicial Counsel

NUNAVUT TUNNGAVIK INC.

By: _____
Janice Payne

MAKIVIK CORPORATION

By: _____
Gilles Gagne

MERCHANT LAW GROUP

By: _____
E.F. Anthony Merchant, Q.C.

THE PRESBYTERIAN CHURCH
IN CANADA

By: _____
Stephen Kendall, Principal Clerk

THE GENERAL SYNOD OF THE
ANGLICAN CHURCH OF
CANADA

By: _____
Peter C.H. Blachford
Treasurer, General Synod

SISTERS OF CHARITY, a body
corporate also known as Sisters of
Charity of St. Vincent de Paul, Halifax
also known as Sisters of Charity of
Halifax

By: _____
Thomas McDonald

THE ROMAN CATHOLIC
EPISCOPAL CORPORATION OF
HALIFAX

By: _____
Hugh Wright

LES SOEURS DE NOTRE DAME-
AUXILIATRICE

By: _____
Pierre L. Baribeau

LES SOEURS DE ST. FRANCOIS
D'ASSISE

By: _____
Pierre L. Baribeau

INSITUT DES SOEURS DU BON
CONSEIL

By: _____
Pierre L. Baribeau

LES SOEURS DE SAINT-JOSEPH DE
SAINT-HYACINTHE (The Sisters of St.
Joseph of St. Hyacinthe)

By: _____
Pierre L. Baribeau

LES SOEURS DE JESUS-MARIE

By: _____
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION
DE LA SAINTE VERGE

By: _____
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION
DE LA SAINT VIERGE DE
L'ALBERTA

By: _____
Pierre L. Baribeau

LES SOEURS DE LA CHARITÉ DE
ST.-HYACINTHE

By: _____
Pierre L. Baribeau

LES OEUVRES OBLATES DE
L'ONTARIO

By: _____
Pierre Champagne or Ron Caza

LES RÉSIDENCES OBLATES DU
QUÉBEC

By: _____
Pierre Champagne or Ron Caza

LA CORPORATION EPISCOPALE
CATHOLIQUE ROMAINE DE LA
BAIE JAMES (The Roman Catholic
Episcopal Corporation of James Bay)
THE CATHOLIC DIOCESE OF
MOOSONEE

By: _____
Pierre Champagne or Ron Caza

SOEURS GRISES DE
MONTRÉAL/GREY NUNS OF
MONTREAL

By: _____
W. Roderick Donlevy or Michel
Thibault

SISTERS OF CHARITY (GREY
NUNS) OF ALBERTA

By: _____
W. Roderick Donlevy or Michel
Thibault

LES SOEURS DE LA CHARITÉ DES
T.N.O.

By: _____
W. Roderick Donlevy or Michel
Thibault

HÔTEL-DIEU DE NICOLET (HDN)

By: _____
W. Roderick Donlevy

THE GREY NUNS OF MANITOBA
INC. – LES SOEURS GRISES DU
MANITOBA INC.

By: _____
W. Roderick Donlevy

LA CORPORATION EPISCOPAL
CATHOLIQUE ROMAINE DE LA
BAIE D' HUDSON THE ROMAN
CATHOLIC EPISCOPAL
CORPORATION OF HUDSON'S
BAY

By: _____
Rheal Teffaine

MISSIONARY OBLATES–GRANDIN

By: _____
Curtis Onishenko

LES OBLATS DE MARIE
IMMACULÉE DU MANITOBA

By: _____
Rheal Teffaine

THE ARCHIEPISCOPAL
CORPORATION OF REGINA

By: _____
Archbishop of Regina

THE SISTERS OF THE
PRESENTATION

By: _____
Mitchell Holash

THE SISTERS OF ST. JOSEPH OF
SAULT ST. MARIE

By: _____
Charles Gibson

LES SOEURS DE LA CHARITÉ
D'OTTAWA – SISTERS OF
CHARITY OF OTTAWA

By: _____
Pierre Champagne or Ron Caza

OBLATES OF MARY IMMACULATE-
ST. PETER'S PROVINCE

By: _____
Gilbert J.S. – Mason, OMI
By: _____
Jan Rademaker, OMI

THE SISTERS OF SAINT ANN

By: _____
Patrick J. Delsey Law
Corporation

SISTERS OF INSTRUCTION OF THE
CHILD JESUS

By: _____
Violet Allard

THE BENEDICTINE SISTERS OF
MT. ANGEL OREGON

By: _____
Azool Jaffer-Jeraj

LES PERES MONTFORTAINS

By: _____
Bernie Buettner

THE ROMAN CATHOLIC BISHOP
OF KAMLOOPS CORPORATION
SOLE

By: _____
John Hogg

THE BISHOP OF VICTORIA,
CORPORATION SOLE

By: _____
Frank D. Corbett

THE ROMAN CATHOLIC BISHOP
OF NELSON CORPORATION
SOLE

By: _____
John Hogg

ORDER OF THE OBLATES OF
MARY IMMACULATE IN THE
PROVINCE OF BRITISH COLUMBIA

By: _____
Fr. Terry MacNamara OMI

THE SISTERS OF CHARITY OF
PROVIDENCE OF WESTERN
CANADA

By: _____
Ray Baril, Q.C.

LA CORPORATION EPISCOPALE
CATHOLIQUE ROMAINE DE
GROUARD

By: _____
Administrator of the Diocese of
Grouard

ROMAN CATHOLIC EPISCOPAL
CORPORATION OF KEEWATIN

By: _____
Archbishop of Keewatin

LA CORPORATION
ARCHIÉPISCOPALE CATHOLIQUE
ROMAINE DE ST. BONIFACE

By: _____
Rheal Teffaine

LES MISSIONNAIRES OBLATES
DE ST. BONIFACE THE
MISSIONARY OBLATES SISTERS
OF ST. BONIFACE

By: _____
Rheal Teffaine

ROMAN CATHOLIC
ARCHIEPISCOPAL CORPORATION
OF WINNIPEG

By: _____
Bill Emslie, Q.C.

LA CORPORATION EPISCOPALE
CATHOLIQUE ROMAINE DE
PRINCE ALBERT

By: _____
Mitchell Holash

THE ROMAN CATHOLIC BISHOP
OF THUNDER BAY

By: _____
John Cyr

IMMACULATE HEART
COMMUNITY OF LOS ANGELES
CA

By: _____
Mark Rowan

ARCHDIOCESE OF VANCOUVER
THE ROMAN CATHOLIC
ARCHBISHOP OF VANCOUVER

By: _____
Mary Margaret MacKinnon

ROMAN CATHOLIC DIOCESE OF
WHITEHORSE

By: _____
Azool Jaffer-Jeraj

THE ROMAN CATHOLIC
EPISCOPALE CORPORATION OF
MACKENZIE-FORT SMITH

By: _____
Archbishop of MacKenzie

THE ROMAN CATHOLIC
EPISCOPAL CORPORATION OF
PRINCE RUPERT

By: _____
Gary R. Brown

FULTON & COMPANY

By: _____
Len Marchand, P. Eng.

ROSE A. KEITH, LLP

By: _____
Rose A. Keith

LACKOWICZ, SHIER & HOFFMAN

By: _____
Dan Shier

CABOTT & CABOTT

By: _____
Laura I. Cabott

KESHEN MAJOR

By: _____
Greg Rickford

BILKEY, QUINN

By: _____
David Bilkey

By: _____
Kevin Simcoe

F. J. SCOTT HALL LAW
CORPORATION

By: _____
Scott Hall

HEATHER SADLER JENKINS

By: _____
Sandra Staats

HUTCHINS GRANT & ASSOCIATES

By: _____
Peter GrantBy: _____
Brian O'ReillyDUBOFF EDWARDS HAIGHT &
SCHACHTERBy: _____
Harley SchachterMACDERMID LAMARSH
GORSALITZBy: _____
Robert Emigh (Fort McMurray)MACPHERSON LESLIE &
TYERMAN LLPBy: _____
Maurice Laprairie, Q.C.

JOHN A. TAMMING LAW OFFICE

By: _____
John A. TammingDINNING HUNTER LAMBERT &
JACKSONBy: _____
Eric Wagner

MACDERMID LAMARSH

By: _____
Robert Emigh (Saskatoon)

KOSKIE MINSKY LLP

By: _____
Kirk M. Baert

WALLBRIDGE, WALLBRIDGE

By: _____
Kathleen Erin Cullin

GILLES GAGNÉ

By: _____
Gilles Gagné

GREY MUNDAY LLP

By: _____
Leighton B. U. Grey

CRYSTAL MCLEOD LAW FIRM

By: _____
Crystal McLeod

DIOCESE OF SASKATOON

BY: _____
W. Roderick DonlevyOMI LACOMBE AND
CORPORATIONBY: _____
W. Roderick Donlevy

DUFOUR & JACQUES

BY: _____
Patrick Jacques

MCDUGALL GAULEY LLP

BY: _____
Wayne L. Bernakevitch

BIAMONTE CAIRO & SHORTREED

BY: _____
Terry Antonello

ROSS, SCULLION

BY: _____
Kevin J. ScullionCUELENAERE, KENDALL,
KATZMAN & WATSONBY: _____
Michael D. Nolin

BERTHA JOSEPH, LLB MBA

BY: _____
Bertha Joseph

GATES AND COMPANY

BY: _____
Sheldon Stener

BRIDGELAND LAW PRACTICE

BY: _____
Cheryllynn Klassen

RUSSELL KRONICK LLB

BY: _____
Russell S. Kronick

CARROLL MAYES

BY: _____
Karen Webb

NELSON & NELSON

BY: _____
Stephen B. Nelson

LISA M. DEWAR FAMILY LAW &
MEDIATION

BY: _____
Lisa M. Dewar

BRONSTEIN & COMPANY

BY: _____
Stephen J. Bronstein

PIVOT LEGAL LLP

BY: _____
Shabnum Durrani

WOLOSHYN AND COMPANY

BY: _____
Stephen Nicholson

FOWLE & COMPANY

BY: _____
Ryan Fowle

DIONNE GERTLER SCHULZE

BY: _____
Geeta Narang/David Schulze

MAURICE LAW

BY: _____
Dale Szakacs

ANDREW BENKO

BY: _____
Peggy Benko

MICHELLE GOOD & COMPANY

BY: _____
Michelle Good

ME LEPINE

BY: _____
Eric Lepine

POYNER BAXTER LLP

BY: _____
Patrick Poyner

McKAY & ASSOCIATES

BY: _____
David R. Barth

DAVID GIBSON AND ASSOCIATES

BY: _____
David Gibson

PHILLIPS AIELLO

BY: _____
Joe Aiello

BIAMONTE CAIRO & SHORTREED
LLP

BY: _____
Rosanna M. Saccomani

DICK BYL LAW CORPORATION

BY: _____
Jon M. Duncan

DONOVAN & COMPANY

BY: _____
Karim Ramji

ANJA BROWN, BARRISTER &
SOLICITOR

BY: _____
Anja Brown

WILLOWS TULLOCH

BY: _____
Neil J.D. Tulloch

EISNER MAHON

BY: _____
Michael Mahon

SCOTT PHELPS & MASON

BY: _____
Kevin Wayne Scott

ANDREW CROLL LAW
CORPORATION

BY: _____
Andrew Croll

SANDERSON BALICKI
PARCHOMCHUK

BY: _____
Ronald G. Parchomchuk

DANIEL TAPP LAW FIRM
PROFESSIONAL CORPORATION

BY: _____
Daniel S. Tapp

MYERS WEINBERG LLP

BY: _____
Priscilla Sternat-McIvor

BRUCE SLUSAR LAW OFFICE

BY: _____
Bruce J. Slusar

HUTCHINS CARON & ASSOCIÉS

BY: _____
Julie Corry

WILLIER AND CO.

BY: _____
Will Willier

NAHWEGAHBOW CORBIERE
GENOODMAGEJIG, BARRISTERS
AND SOLICITORS

BY: _____
Amber Crowe

CARROLL AND BELDING

BY: _____
Ken Carroll

ZATLYN LAW OFFICE

BY: _____
Neil Raas

BY: _____
Stacy Belding

GILBERT DESCHAMPS
BARRISTER AND SOLICITOR

BY: _____
Gilbert Deschamps

RIDGWAY AND COMPANY

BY: _____
Eric Wagner

BURKE FRAME BARRISTERS

BY: _____
Alana Hughes

AMANA LAW OFFICE

BY: _____
Idorenyin E. Amana

WILCOX ZUK CHOVIN LAW
OFFICES

BY: _____
Trish Greyeyes

CONNOLLY, WOOD AND
COMPANY

BY: _____
Yoshio (Joe) Sumiya

TRIAL LAWYERS ADVOCACY
GROUP

BY: _____
Shawn Bobb

ALGHOUL & ASSOCIATES LAW
FIRM

BY: _____
Louay Alghoul

FRIGAULT LAW

BY: _____
Lise Frigault

LAW OFFICES OF AUDRA
BENNETT

BY: _____
Audra Bennett

DANIEL S. SHIER LAW OFFICE

BY: _____
Daniel Shier

FORD LAW OFFICE

BY: _____
Violet Ford

ALGHOUL & ASSOCIATES LAW
FIRM

BY: _____
Kathleen Mazur

SACK GOLDBLATT MITCHELL
LLP

BY: _____
Fay Brunning

SUZANNE DESROSIERS
BARRISTER & SOLICITOR

BY: _____
Suzanne Desrosiers

WARDELL GILLIS
BARRISTERS & SOLICITORS

BY: _____
Evan H. Jenkins

BY: _____
Helen A. Cotton

BLAIN LAW

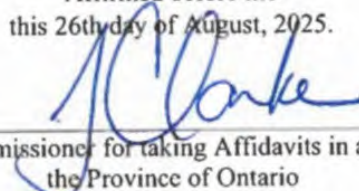
NICKERSON ROBERTS
HOLINSKI & MERCER

BY: _____
Darrin Blain

BY: _____
Elaine Hancheruk

2024 01G CP 0064

This is **Exhibit 2** referred to in the
Affidavit of **Kimberlee Ford**
Affirmed before me
this 26th day of August, 2025.


A Commissioner for taking Affidavits in and for
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.
Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION**

BETWEEN		2007 01T4955 CP
	Carol Anderson and Allen Webber	Plaintiffs
	-and-	
	The Attorney General of Canada	Defendant
 BETWEEN		 2008 01T 0845 CP
	Edna Winters	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
 BETWEEN		 2008 01T 0844 CP
	Rosina Holwell	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
 BETWEEN		 2008 01T 0846 CP
	Joyce Allen	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
 BETWEEN		 2007 01T 5423 CP
	Toby Obed and William Adams	Plaintiffs
	-and-	
	The Attorney General of Canada	Defendant

Brought under the *Class Actions Act*, S.N.L. 2001, c. C-18.1

ORDER

BEFORE THE HONOURABLE JUSTICE STACK:

UPON HEARING the Application made by the Plaintiffs, on consent, for an order approving the settlement agreement between the parties (the "Settlement Agreement" or "Settlement") and other ancillary orders to facilitate the Settlement;

AND UPON READING the materials filed by the Plaintiffs in support of this application;

AND UPON BEING ADVISED of the Defendant's consent to the form of this Order, save as to paragraph 19 which is unopposed;

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	Filed	Sept. 28/16	(12)
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AND UPON HEARING the oral submissions of counsel for the Plaintiffs and counsel for the Defendant on September 27, 2016;

IT IS ORDERED THAT:

1. For the purposes of this Order, the following definitions shall apply:
 - (i) **"Court Approval Date"** means the later of:
 - (i) 31 days after the date on which the Supreme Court of Newfoundland and Labrador Trial Division issues this Order; and
 - (ii) the disposition of any appeals from this Order;
 - (ii) **"Class" or "Class Members"** means:
 - (i) All persons who attended the Lockwood School, located in Cartwright, Labrador between March 31, 1949 and the date of closure of the Lockwood School;
 - (ii) All persons who attended the Nain Boarding School, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Nain Boarding School;
 - (iii) All persons who attended the St. Anthony Orphanage and Boarding School located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the St. Anthony Orphanage and Boarding School;
 - (iv) All persons who attended the Makkovik Boarding School, located in Makkovik, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Makkovik Boarding School; and
 - (v) All persons who attended the Yale School, located in Northwest River, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Yale School.
 - (iii) **"Releasees"** means individually and collectively, Canada, and each of the past, present and future Ministers of the federal government, its Departments and Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators and assigns.
 - (iv) **"Settlement Agreement"** means the executed Settlement Agreement between the parties in September 2016, attached as **Schedule "A"** to this Order.
 - (v) **"Settlement Fund"** means the settlement fund established pursuant to paragraph 1 of the Settlement Agreement.

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2. The Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class Members.

3. The Settlement Agreement, which is expressly incorporated by reference into this Order, be and hereby is approved and shall be implemented in accordance with this Order and further orders of this Court. The definition of "Class Member" and paragraph (iv) of Annex "A" in the Settlement Agreement are hereby amended to reflect subparagraph 1(i)(iv) of this Order and subparagraph 13(c) of the Settlement Agreement is hereby amended to reflect subparagraph 4(v) of this Order.

4. The claims of the Class Members and the Class as a whole, shall be discontinued against the Defendant and are released against the Releasees in accordance with paragraph 13 of the Settlement Agreement, in particular as follows:

- (i) Each Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Class Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the schools and residences listed in Annex "A" to the Settlement Agreement or the operation of such Schools and residences and this release includes any such claim made or that could have been made in any proceeding whether asserted directly by the Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member.
- (ii) The Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Contributory Negligence Act*, RSNL 1990, c C-33 or its counterpart in any other jurisdiction, the common law, or any other statute of Newfoundland and Labrador or any other jurisdiction in relation to the listed schools and residences or the operation of such schools and residences;
- (iii) Canada's obligations and liabilities under the Settlement Agreement constitute the consideration for the releases and other matters referred to herein and such consideration is in full and final settlement and satisfaction of any and all claims referred to or capable of being raised herein and the Class Members are limited to

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the benefits provided and compensation payable pursuant to the Settlement Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.

- (iv) For greater certainty, the releases referred to herein bind each Class Member whether or not he or she submits a claim, whether or not he or she is eligible for individual compensation under the Settlement Agreement or whether his or her claim is accepted or paid in whole or in part.
- (v) Each Class Member and each of his or her respective heirs, executors, administrators, personal representatives, agents, subrogees, insurers, successors and assigns shall not make any claim or take any proceeding against any person or corporation including the Releasees, in connection with or related to the claims released, who might claim or take a proceeding against the Releasees in any manner or forum, for contribution or indemnity or any other relief at common law or in equity or under any other federal, provincial or territorial statute or the applicable rules of Court. A Class Member who makes any such claim or takes any such proceeding shall immediately discontinue the claim or proceeding and this paragraph shall operate conclusively as a bar to any such action or proceeding.

5. This Order, including the releases referred to in paragraph 4 above, and the Settlement Agreement are binding upon all Class Members, including those persons who are under a disability.

6. The healing and commemoration projects agreed to in paragraphs 5, 6 and Schedule B to the Settlement Agreement shall be funded by the Defendant, which funding shall be in addition to the Settlement Fund.

7. This Court, without in any way affecting the finality of this Order, reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, all of the Class Members and the Defendant for the limited purposes of implementing the Settlement Agreement and enforcing and administering the Settlement Agreement and this Order.

8. Save as set out above, the Plaintiffs are granted leave to discontinue these actions without costs and with prejudice, and that such discontinuance shall be an absolute bar to any subsequent action in respect of the subject matter hereof.

9. Notice of the Settlement shall be distributed substantially in the same form as the notice plan attached as **Schedule "B"** (the "Phase 2 Notice Plan").

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10. The following notice materials are approved and are to be distributed pursuant to the Phase 2 Notice Plan:

- (i) Long form notice substantially in the same form as attached as **Schedule "C"**;
- (ii) Summary notice for publication and mailing substantially in the same form as attached as **Schedule "D"**;
- (iii) Press release substantially in the same form as attached as **Schedule "E"**; and
- (iv) Cover letter to community groups substantially in the same form as attached as **Schedule "F"**.

11. The Phase 2 Notice Plan satisfies the requirements of the *Class Actions Act* and shall constitute good and sufficient service upon class members of notice of this Order, approval of the Settlement and discontinuance of these actions.

12. The distribution of notice as contemplated in the Phase 2 Notice Plan shall commence within seven (7) days of the Court Approval Date. The cost of the implementation of the Phase 2 Notice Plan and related notice costs shall be paid out of the Settlement Fund.

13. The legal fees, disbursements and applicable taxes owing to Class Counsel shall be determined by further order of this Court and are to be paid out of the Settlement Fund.

14. Crawford Class Action Services shall be and hereby is appointed as Claims Administrator pursuant to the Settlement Agreement. The fees, disbursements and applicable taxes of the Claims Administrator shall be paid out of the Settlement Fund.

15. This Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the Settlement Agreement and this Order.

16. Class Counsel shall report back to the Court on the administration of the Settlement Agreement at reasonable intervals not less than semi-annually, as requested by the Court and upon the completion of the administration of the Settlement Agreement.

17. Class Members who are residents of the Province of Newfoundland and Labrador who previously opted out of any of these actions shall be permitted to opt back in to the Actions to



participate in the Settlement by delivering a signed opt-in form, or some other legible signed request to opt in, by the Claims Deadline as set out in the Settlement Agreement, to the Claims Administrator.

18. Class Members who are not residents of the Province of Newfoundland and Labrador and who previously failed to opt in by November 30, 2012 shall be permitted to opt in to the Actions to participate in the Settlement by delivering a signed opt-in form, or some other legible signed request to opt in, by the Claims Deadline as set out in the Settlement Agreement, to the Claims Administrator.

19. The representative Plaintiffs, Sara Asivak (by her estate), Edgar Lucy (by his estate), Carol Anderson, Toby Obed, Allen Weber, Rosina Holwell and William Adams, shall each receive the sum of \$10,000 as an honorarium to be paid out of the Settlement Fund and the following witnesses at the common issues trial of these actions shall receive the sum of \$1,000 as an honorarium to be paid out of the Settlement Fund:

- (i) Cindy Lyall;
- (ii) Josie Penny;
- (iii) Debborah Pappish;
- (iv) Penny Blake;
- (v) Joyce Allen;
- (vi) Maria Brazeau;
- (vii) Audrey Wiggins;
- (viii) James Tuttauk;
- (ix) Rod Pardy;
- (x) Maggie Toomashie;
- (xi) Rex Holwell;
- (xii) Joe Atsatata;
- (xiii) T. Okkuatsiak;

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- (xiv) Faye Gear;
- (xv) William Allen;
- (xvi) Don Preston;
- (xvii) Robert Preston;
- (xviii) Edna Winters;
- (xix) Barry Allen;
- (xx) Richard Preston;
- (xxi) Nora Ford,
- (xxii) Eleonora Godwin; and
- (xxiii) Steve Brown.

DATED at St. John's, in the Province of Newfoundland and Labrador this ^{28th} day of September, 2016.

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Assistant Deputy Registrar

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SCHEDULE "A"

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SCHEDULE "A"

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION

BETWEEN		2007 01T4955 CP
	Carol Anderson and Allen Webber	Plaintiffs
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0845 CP
	Sara Asivak	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0844 CP
	Rosina Holwell	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2008 01T 0846 CP
	Edgar Lucy	Plaintiff
	-and-	
	The Attorney General of Canada	Defendant
BETWEEN		2007 01T 5423 CP
	Toby Obed and William Adams	Plaintiffs
	-and-	
	The Attorney General of Canada	Defendant

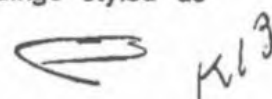
Brought under the *Class Actions Act*, S.N.L. 2001, c.
C-18.1

SETTLEMENT AGREEMENT

WHEREAS, following the Terms of Union in 1949, Canada and certain Provincial and other entities participated in the funding, oversight and management of the facilities located at Cartwright, Makkovik, Nain, North West River, and St. Anthony schools and dormitories (the "Schools") all located in Newfoundland and Labrador,

AND WHEREAS, the Provincial and other entities are not contributing to the resolution of this matter, and Canada and the Class Members (the "Parties") desire a fair and final resolution of the five (5) consolidated and certified class proceedings styled as

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Anderson et al. v. Canada, Court File Numbers 2007 01T4955CP, 2007 01T5423 CP, 2008 01T0845 CP, 2008 01T0844 and 2008 01T0846 (the "Actions"),

AND WHEREAS the Parties acknowledge that the Actions are currently in the middle of the common issues trial before Justice Stack, which commenced on September 28, 2015, the Plaintiffs having closed their case on February 1, 2016,

AND WHEREAS the Parties agree that this Settlement Agreement must be approved by Justice Stack of the Trial Division of the Supreme Court of Newfoundland and Labrador, pursuant to the Newfoundland and Labrador *Class Actions Act*,

AND WHEREAS this Agreement is entered into wholly without admission of liability on the part of the Defendant,

NOW THEREFORE, IN CONSIDERATION of the mutual covenants set out herein, the Parties have entered into this Agreement on the following terms:

A. DEFINITIONS

All defined terms shall have the same meaning as set out in the Distribution Plan attached hereto as Schedule "A" except that

"Class Member" means

- All persons who attended the Lockwood School, located in Cartwright, Labrador between March 31, 1949 and the date of closure of the Lockwood School;
- All persons who attended the Nain Boarding School, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Nain Boarding School;
- All persons who attended the St. Anthony Orphanage and Boarding School located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the St. Anthony Orphanage and Boarding School.
- All persons who attended the Makkovik Boarding School, located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Makkovik Boarding School; and
- All persons who attended the Yale School, located in Northwest River, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Yale School.

"Releasees" means individually and collectively, Canada, and each of the past, present and future Ministers of the federal government, its Departments and Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators and assigns.



B. SETTLEMENT AMOUNT

1. Canada shall pay to Class Counsel the all-inclusive one-time sum of \$50,000,000.00 (fifty million) (CDN) in full and final satisfaction of all claims asserted or capable of being asserted in these actions (the "Settlement Amount"). The Settlement Amount shall be paid to Koskie Minsky, in trust, within fourteen (14) days of the settlement approval order becoming final.

2. The Settlement Amount shall be inclusive of all administrative costs associated with the settlement and distribution of settlement proceeds, all notice costs and all legal fees and disbursements. The Settlement Amount does not include monies to be paid by Canada for agreed commemoration and healing projects.

3. For greater certainty, the settlement approval order shall become final when the time for appealing or seeking leave to appeal the order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

B. DISTRIBUTION OF NET SETTLEMENT FUNDS

4. The Class Members have structured the compensation distribution scheme in the manner proposed in Schedule A to this Agreement. Canada agrees that the Class Members alone have formulated a distribution scheme they deem most fair and reasonable to all the class members, subject to court approval. Canada shall not oppose the distribution scheme proposed in Schedule A and tendered to the court for approval.

C. HEALING AND COMMEMORATION PROJECTS

5. Canada shall pay the costs of mutually agreeable commemoration and healing projects as set out in Schedule B to this Agreement. The funding for commemoration and healing projects shall be additional to the Settlement Amount referred to above.

6. An advisory panel is established to assist Canada in identifying appropriate projects and steps to be taken towards both commemoration and healing initiatives. The advisory panel consists of the following persons: Krista Robertson and Catharine Moore on behalf of Canada; Steven Cooper on behalf of Class Counsel; representative plaintiff Toby Obed; James Igloliorte on behalf of Nunatsiavut Government; Helen Andrew on behalf of Innu Nation; and, Kirk Lethbridge on behalf of NunatuKavut Community Council (the "Commemoration and Healing Advisory Panel" or "CHAP"). The parties agree to the specific projects set out in Schedule B to this Agreement; however, implementation of the specific projects may take place at any time agreed between the parties.

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D. COURT APPROVAL AND IMPLEMENTATION

7. The Parties acknowledge that the terms of this Agreement require court approval pursuant to the Newfoundland and Labrador *Class Actions Act*.

8. The Parties shall move before Justice Stack for approval of this Agreement on September 27, 2016.

9. The Parties agree to file application materials with respect to the settlement approval application and counsel shall collaborate reasonably and in good faith on the content of such application materials. Neither Party will file any material on the settlement approval application without affording the other Party a reasonable opportunity to review and approve the content of the material. For greater certainty all parties must consent to the form and content of the approval order to be issued by the Court.

E. LEGAL FEES TO CLASS COUNSEL

10. Class Counsel shall move before Justice Stack for approval of their requested legal fees on September 28, 2016. Canada shall take no position on that application. Canada shall have no role in the manner in which Class Counsel decide to divide or share the ultimate fee award approved by the court. For greater certainty, the review and approval provisions of paragraph 9 do not apply to any materials filed with the court for the purposes of fee approval.

F. CONFIDENTIALITY OF NEGOTIATIONS

11. The Parties agree to maintain confidentiality as to the discussions, positions and communications, made in and surrounding the negotiations leading to this Agreement.

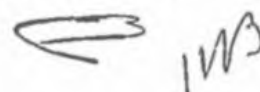
G. PUBLIC COMMUNICATIONS

12. The Parties shall comment favourably on the terms of this Agreement; however, Canada will express no opinion on the Distribution Plan.

H. CLASS MEMBER RELEASES

13. The Approval Orders will declare that in the case of Class Members:

- a) Each Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Class Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or

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by way of any subrogated or assigned right or otherwise in relation to the schools and residences listed in Annex "A" to this agreement or the operation of such Schools and residences and this release includes any such claim made or that could have been made in any proceeding whether asserted directly by the Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member.

b) The Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Contributory Negligence Act*, RSNL 1990, c C-33 or its counterpart in any other jurisdiction, the common law, or any other statute of Newfoundland and Labrador or any other jurisdiction in relation to the listed schools and residences or the operation of such schools and residences;

c) Canada's obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to herein and such consideration is in full and final settlement and satisfaction of any and all claims referred to or capable of being raised herein and the Class Members are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.

d) For greater certainty, the releases referred to herein bind each class member whether or not he or she submits a claim, whether or not he or she is eligible for individual compensation under the Agreement or whether his or her claim is accepted or paid in whole or in part.

e) Each class member and each or his or her respective heirs, executors, administrators, personal representatives, agents, subrogees, insurers, successors and assigns shall not make any claim or take any proceeding against any person or corporation including the Crown, in connection with or related to the claims released, who might claim or take a proceeding against the Defendants in any manner or forum, for contribution or indemnity or any other relief at common law or in equity or under any other federal, provincial or territorial statute or the applicable rules of Court. A class member who makes any such claim or takes any such proceeding shall immediately discontinue the claim or

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proceeding and this paragraph shall operate conclusively as a bar to any such action or proceeding.

I. NOTICE OF SETTLEMENT APPROVAL

14. Once the Court has approved the Agreement, Class Members will be provided with notice of the settlement approval in a form approved by the Court.

J. COUNTERPARTS

15. The Parties agree that this Agreement may be executed in counterparts.

K. EFFECTIVE IN ENTIRETY

16. None of the provisions of this Agreement will become effective unless and until Justice Stack or an appellate court approves all the provisions of this Agreement.

L. TERMINATION OF AGREEMENT

17. This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

M. ENTIRE AGREEMENT

18. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

N. BENEFIT OF THE AGREEMENT

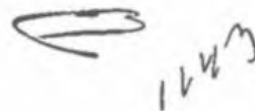
19. This Agreement will enure to the benefit of and be binding upon the respective heirs, assigns, executors, administrators and successors of the Parties.

O. PROPER LAW OF THE AGREEMENT

20. This Agreement will be governed by the law of Newfoundland and Labrador.

P. DAY FOR ANY ACTION

21. 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.

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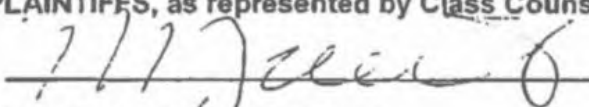
Signed this 15 day of Sept 2016

CANADA, as represented by the Attorney General of Canada

BY: _____

Paul Thoppil, Chief Financial Officer, Indigenous and Northern Affairs Canada

THE PLAINTIFFS, as represented by Class Counsel

BY: 

Kirk Baer, Koskie Minsky LLP

BY: _____

Steven Cooper, Ahlstrom Wright Oliver & Cooper LLP

BY: _____

Ches Crosbie, Ches Crosbie Barristers

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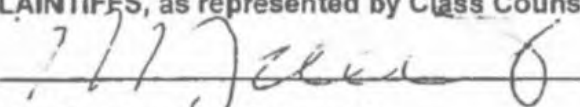
Signed this 15th day of Sept 2016

CANADA, as represented by the Attorney General of Canada

BY: _____

Paul Thoppil, Chief Financial Officer, Indigenous and Northern Affairs Canada

THE PLAINTIFFS, as represented by Class Counsel

BY: 

Kirk Baert, Koskie Minsky LLP

BY: _____

Steven Cooper, Ahlstrom Wright Oliver & Cooper LLP

BY: 

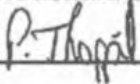
for Ches Crosbie, Ches Crosbie Barristers

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Signed this _____ day of _____ 2016

CANADA, as represented by the Attorney General of Canada

BY: _____



Paul Thoppil, Chief Financial Officer, Indigenous and Northern Affairs Canada

THE PLAINTIFFS, as represented by Class Counsel

BY: _____

Kirk Baert, Koskie Minsky LLP

BY: _____

Steven Cooper, Ahlstrom Wright Oliver & Cooper LLP

BY: _____

Ches Crosbie, Ches Crosbie Barristers

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Annex "A"

- (i) the Lockwood School, and any residence associated with it, located in Cartwright, Labrador between March 31, 1949 and the date of closure of the Lockwood School;
- (ii) the Nain Boarding School, and any residence associated with it, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Nain Boarding School;
- (iii) the St. Anthony Orphanage and Boarding School and any residence associated with it, located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the St. Anthony Orphanage and Boarding School;
- (iv) the Makkovik Boarding School, and any residence associated with it, located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Makkovik Boarding School; and
- (v) the Yale School, and any residence associated with it, located in Northwest River, Newfoundland and Labrador, between March 31, 1949 and the date of closure of the Yale School.

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Schedule "A"

DISTRIBUTION PLAN

1. The following definitions apply:
 - a) **Abuse Compensation Payment ("ACP"):** means a payment pursuant to Schedule 1 herein, paid to an eligible Survivor Class Member.
 - b) **Academic Year:** means a year commencing August 1 of each year and ending on July 31 of the following year.
 - c) **Action:** means the following consolidated actions:
 - i. Anderson et al v. The Attorney General of Canada et al – Action 2007 01T495S CP
 - ii. Asivak et al v. The Attorney General of Canada et al – Action 2008 01T 084S CP
 - iii. Holwell et al v. The Attorney General of Canada et al – Action 2008 01T 0844 CP
 - iv. Lucy et al v. The Attorney General of Canada et al – Action 2008 01T 0846 CP
 - v. Obed v. The Attorney General of Canada et al – Action 2007 01T 5423 CP
 - d) **Approval Order:** means the order approving the settlement of the Action and this Distribution Plan.
 - e) **Claim Form:** means a sworn written claim from a Survivor Class Member or his or her lawful representative seeking compensation from the Compensation Fund.
 - f) **Claims Administrator:** means a person or entity hired to administer the claims made pursuant to this Distribution Plan.
 - g) **Claims Deadline:** means six-months after the Court Approval Date.
 - h) **Class Counsel:** means Koskie Minsky, Ahlstrom Wright Oliver & Cooper LLP, and Ches Crosbie Barristers now trading as Patient Injury Law.
 - i) **Class Period:** means for Facilities in:
 - i. Makkovik - April 1, 1949 to June 30, 1960
 - ii. Cartwright - April 1, 1949 to June 30, 1964
 - iii. Nain - April 1, 1949 to June 30, 1973
 - iv. St. Anthony - April 1, 1949 to June 30, 1979
 - v. Northwest River - April 1, 1949 to June 30, 1980
 - j) **Compensable Abuse:** means abuse as defined by Schedule 1 herein, of a Survivor Class Member, that occurred during the Class Period:
 - i. in the case of a Residential Student, at any time during the term of his or her Residence in one of the Facilities, whether or not the abuse occurred on the premises of one or more of the Facilities;
 - ii. in the case of a Non-Residential Student, on the premises of one or more of the Facilities
 - k) **Compensation Fund:** means funds to be paid to the Claims Administrator pursuant to the

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settlement of the Action less amounts ordered payable to Class Counsel, compensation for the Claims Administrator (including all expenses and taxes) and any expenses and taxes relating to the Notice of Court Approval and Notice of Approval Hearing.

- l) **Court Approval Date:** means the later of:
 - i. thirty days after the approval order is issued; or
 - ii. the disposition of any appeals from the Approval Order.
- m) **Facilities:** means any of the five residential premises, by whatever name they existed during the Class Period as located in North West River, Makkovik, Nain, Cartwright and St. Anthony, operated by the International Grenville Association or the Moravian Church, in the province of Newfoundland and Labrador.
- n) **General Compensation Payment ("GCP"):** means a payment pursuant to paragraphs 10-13 herein to an eligible Residential Student.
- o) **Hearing Officer:** means a person retained by the Claims Administrator to adjudicate compensation claims independent of and from the Claims Administrator.
- p) **Hearing:** includes telephone and personal attendance in any combination as reasonably determined by the Hearing Officer.
- q) **Late Claim:** means any Claim Form submitted after the Claims Deadline.
- r) **Non-Residential Student:** means a Survivor who is not a Residential student at the time of the abuse, but was attending grade school (Pre K-12 or upgrading).
- s) **Notice of Court Approval:** means the court-approved notice advising of the approval of the settlement and advising of the claims process.
- t) **Notice of Court Approval Hearing:** means the court-approved notice advising of the hearing to approve the settlement of the Action.
- u) **Resided:** means was living at a Facility and is not intended to cover non residential overnight stays (example: sleepovers, community events).
- v) **Residential Student:** means a Survivor Class Member who Resided at a Facility for the purpose of attending grade school (Pre K-12 or upgrading) regardless of any other purpose (for example: as a ward of the Province).
- w) **Survivor Class Member ("Survivor"):** means
 - i. Any member of the survivor class as defined in the within Action who Resided at one or more of the Facilities at any time during the Class Period; and
 - ii. For ACP purposes only, shall include any Non-Residential Student who suffered Compensable Abuse at one of the Facilities whether or not that

person was a Resident of that Facility at the time of the abuse; and

- iii. Was alive at November 23, 2006, and
- iv. Was under the age of 21 years at the time he or she Resided at a Facility or at the time of the Compensable Abuse, as the case may be; and


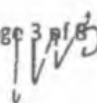
Submitting Claims

- 2. A Survivor may not submit more than one Claim Form. In particular, a Survivor shall submit one Claim Form that comprises all claims that he or she may have individually relating to all Facilities attended. If more than one Claim Form is submitted within the time specified herein, the Claims Administrator will treat them as one Claim Form.
- 3. Each Claim Form must be submitted by the Claims Deadline.
- 4. The Claims Administrator shall, in its own discretion, determine whether any Late Claim should be considered for compensation if:
 - a. it can be determined that the Survivor formed an intention to submit a Claim Form prior to the Claims Deadline but was unable to do so because of the fault of carelessness of a third party, or
 - b. exceptional circumstances can be shown that would warrant the consideration of the Claim.
- 5. The Claims Administrator shall investigate a Late Claim and make determinations on its acceptance by no later than sixty days after the Claims Deadline and only if funds remain in the Compensation Fund pursuant to paragraph 30 herein available for disbursement towards a Late Claim.

Processing Claims

- 6. The Claims Administrator shall review each Claim Form and verify:
 - a. For a Survivor claiming on his or her own behalf, that the Survivor did not opt out of the Action, or opted into the Action, each as the law or order of the Court allows.
 - b. For any other person claiming on behalf of a Survivor or a Survivor's estate, that:
 - i. the person has authority to act on behalf of the Survivor or the Survivor's estate in respect of financial affairs; and
 - ii. the person or estate on whose behalf the claim was submitted is a Survivor who did not opt out of the Action, or was opted into the Action as the law or order of the court allows.

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Page 3 of 8



7. The Claims Administrator shall review the Claim Form and identify the correct level of compensation.
8. In consultation with Class Counsel, the Claims Administrator shall establish procedures, if necessary, to review and examine the veracity of claims.

Compensation Cheques

9. The Claims Administrator shall mail the compensation cheques to each Survivor at his or her last known postal address. If, for any reason, a Survivor does not cash a cheque within six months after the date of the cheque, the Survivor shall forfeit the right to compensation. The Claims Administrator shall advise Class Counsel of all Survivors who have not cashed their cheques one month before the six month period to cash cheques expires.

General Compensation Payment ("GCP")

10. Payment shall be made to each Residential Student who Resided at a Facility for any length of time during the Class Period.
11. No GCP shall be made to any Non-Residential Student.
12. Payments shall be made in the sum of \$15,000 for any Residential Student who Resided at one or more of the Facilities during the Class Period for less than five Academic Years or parts thereof.
13. Payments shall be made in the sum of \$20,000 for any Residential Student who Resided at one or more of the Facilities during the Class Period for five or more Academic Years or parts thereof.
14. Within sixty days after the Claims Deadline has passed:
 - a. The Claims Administrator shall complete the assessment of all GCP claims and shall determine whether there will be sufficient funds in the Compensation Fund to satisfy all GCP Payments if all GCP claims are deemed eligible.
 - b. If the Claims Administrator determines that there are sufficient funds, then the Claims Administrator shall make the GCP payments without delay.
 - c. If the Claims Administrator determines that there are insufficient funds then it shall not make any GCP payments until a determination is made, in consultation with Class Counsel, as to how the distribution of such funds shall proceed. In that case, the primary intention shall be to pay GCP eligible claimants on a pro-rata basis, unless there are circumstances which would warrant a departure from that intention.

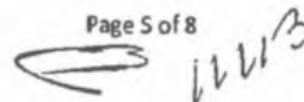
Abuse Compensation Payment ("ACP")

15. This process shall be primarily based on the Claim Form of an eligible Survivor submitted to the Claims Administrator.
16. The Claim Form shall be assessed by the Claims Administrator who will determine the compensation pursuant to Schedule 1, which most appropriately and accurately reflects the abuse suffered by the Survivor.
17. No Claim Form for ACP shall be accepted, in whole or in part, where the Survivor is not alive at the date that the Claim Form is sworn.
18. The Claim Form may be accepted in whole, in part or rejected by the Claims Administrator. If the Claim Form is rejected, in whole or in part, after notice thereof, the Survivor may request a Hearing before a Hearing Officer. The Survivor may be questioned under oath by the Hearing Officer to better determine credibility and the nature of the claim made. The Survivor may request a Hearing for any claim where their ACP application is rejected in whole or in part by the Claims Administrator.
19. The Hearing Officer may request documents or other evidence where appropriate to better clarify or validate a claim made, but such requests shall not be extensive or put the Survivor to unreasonable efforts in view of the nature of the claim made, the credibility and the reliability of the Survivor and the spirit and intent of the settlement including the need for a system that is respectful, reconciliatory and simple.
20. The decision of the Hearing Officer is final without any recourse to the court or other tribunal.
21. ACP payments shall be paid:
 - a) Upon the final determination of all of the ACP claims;
 - b) In full, if there are sufficient funds remaining in the Compensation Fund; and
 - c) In the event that there are insufficient funds remaining in the Compensation Fund, pro rata as between each eligible ACP survivor based upon the amount of the ACP award and the amount remaining in the Compensation Fund.

Validation

22. The claims process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on the Survivor. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the Survivor to be acting honestly and in good faith.
23. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.

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24. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes, on reasonable grounds, that the claim contains unintentional errors which would materially affect the compensation to be awarded to the Survivor, then the Claims Administrator may disallow the claim in its entirety or make adjustments so that an appropriate compensation is awarded to the Survivor. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially affect the compensation to be awarded to the Survivor, then the Claims Administrator may disallow the claim in its entirety.
25. Where the Claims Administrator intends to reject a claim in whole or in part, he or she shall contact the Survivor by telephone or in writing to advise of that intention and to invite the survivor to provide additional information to support that portion of the claim that otherwise the Claims Administrator intends to reject. The process is meant to be informative, informal and to promote, where reasonably possible, payment in full for the claimed years of attendance.
26. Where the Claims Administrator disallows a claim in whole or in part, the Claims Administrator shall send to the Survivor at the Survivor's last known postal address, a notice advising the Survivor.
27. The decision of the Claims Administrator is final without any recourse to the court or other tribunal.

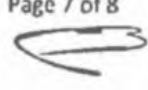
Limit on Payments

28. No Survivor shall receive more than one payment for GCP and one payment for ACP. For the sake of clarity, abuse that occurred at more than one Facility shall be treated as ongoing abuse for purposes of calculating appropriate ACP compensation. For Residential Students, GCP shall be calculated on the basis of the cumulative number of years of residence at any of the Facilities. For example:
 - a. A Survivor residing for two-years at one Facility followed by another two years at another Facility shall be considered eligible for payment of \$15,000.00 total as being a cumulative total residence under five years.
 - b. A Survivor residing for two-years at one Facility and three years at another Facility shall be considered eligible for a payment of \$20,000.00 total as being a cumulative total Residence of five years or more.
- 28.1 In assessing ACP claims, the Claims Administrator shall only award compensation pursuant to Schedule 1 for the highest level of abuse suffered by the Survivor regardless of how many levels, locations or occurrences of abuse the Survivor suffered. Abuse suffered at more than one time or in association with one or more institutions shall be compensated based on one payment for the highest level pursuant to Schedule 1 and in no circumstances shall be cumulative.

Surplus Funds

29. Any surplus in the Compensation Fund after all other payments (GCP, ACP, eligible Late Claims), costs and expenses have been made shall be divided equally amongst the GCP recipients.
30. For the sake of clarity, the Compensation Fund shall be distributed generally in the following order:
- a) GCP to all eligible Survivors;
 - b) ACP to all eligible Survivors;
 - c) Late Claims;
 - d) Surplus funds payable to GCP recipients.

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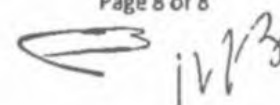
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SCHEDULE 1

Levels of Abuse

Level	Description	Compensation Amount
1	<ul style="list-style-type: none"> • One or more incidents of fondling or kissing. • Nude photographs taken of the Survivor. • The act of an adult exposing themselves. • Any touching of a student, including touching with an object, by an adult which exceeds recognized parental contact and which subjectively violates the sexual integrity of the Survivor. • One or more incidents of simulated intercourse. • One to three incidents of masturbation. 	\$50,000.00
2	<ul style="list-style-type: none"> • One to three incidents of oral intercourse. • One to three incidents of digital anal or vaginal penetration. • One to three incidents of attempted anal or vaginal penetration. • Four or more incidents of masturbation. • One or more physical assaults causing a physical injury that: <ul style="list-style-type: none"> ◦ led to or should have led to hospitalization or serious medical treatment by a physician ◦ caused permanent or demonstrated long-term physical injury ◦ impaired or disfigured ◦ caused loss of consciousness ◦ broken bones ◦ caused serious but temporary incapacitation requiring bed rest or infirmary care for several days. Examples include severe beating, whipping, and second-degree burning. 	\$100,000.00
3	<ul style="list-style-type: none"> • One to three incidents of anal or vaginal intercourse. • Four or more incidents of oral intercourse. • One to three incidents of anal or vaginal penetration with an object. 	\$150,000.00
4	<ul style="list-style-type: none"> • Four or more incidents of anal or vaginal intercourse. • Four or more incidents of anal or vaginal penetration with an object. 	\$200,000.00

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 A handwritten signature, possibly 'iv13', is written over the page number.

Schedule "B"

Commemoration and Healing Projects

Pursuant to Article C of the Settlement Agreement and various meetings and discussions with the Commemoration and Healing Advisory Panel (CHAP), the parties agree on the following projects.

1. Artwork:

Canada will pay up to \$2,000 to an artist selected by the Indigenous members of the CHAP for a design reflective of the class members' and communities' experiences at the five residential schools as well as their hope for healing and reconciliation. The design will be selected by December 31, 2016 and provided to Canada forthwith in order for Canada to arrange and pay for the following:

- a. 5,000 lapel pins for distribution to attendees at various commemoration and healing events as described below or that may otherwise take place; and,
- b. Six plaques to be erected, one in each of the communities where the five residential schools operated, with approximate dimensions 27 inches by 30 inches and a larger plaque at Goose Bay. In addition to the selected design, the plaques will be inscribed with text to be settled by the CHAP.

2. Documentary Record:

Canada will retain an archivist to make best efforts towards the identification, location and possible repatriation of documents relating to the five schools (the "documents") as well as the archiving of any application material as requested by the individual applicants. The work of the archivist will be directed by Class Counsel in consultation with the Indigenous members of the CHAP. Canada will pay up to \$175,000 for the services of the archivist and direction by Class Counsel.

Also, Canada will pay up to \$75,000 towards the scanning and coding of any collected documents and temporary storage of the originals for the lesser of (i) 5 years or (ii) the identification of a permanent location. The parties specifically agree that any documents belong to the class members and communities and not to Canada.

In addition, Canada will pay up to \$75,000 for the creation of a travelling exhibit describing the history of the five residential schools.

3. Ministerial Special Representative:

Canada will arrange for James Igloliorte to become the Special Representative of the Minister of Indian and Northern Affairs Canada ("INAC"). Mr. Igloliorte will travel to eight communities (identified below) and hold healing and commemoration events during February and March of 2017 or such later date as he and Canada may agree. The precise details will be agreed between

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Canada and Mr. Iglooliorte; however, the events will include facilitated discussion, memorialization of statements, translation and a community feast. Mr. Iglooliorte will be supported by officials from INAC and will travel with a historian or similar individual who will be responsible for documenting the events and preparing a report at the conclusion of the events.

The nine communities are Nain, Natuashish, Hopedale, Cartwright, Goose Bay, Postville, Makkovik, and Repulse.

4. Healing:

Canada will pay a total of \$1,000,000.00 to be divided in accordance with the following formula to the Nunatsiavut Government, the Innu Nation and the NunatuKavut Community Council.

- a. The first 50% or \$500,000.00 shall be divided equally among the three governments,
- b. The remaining 50% or \$500,000.00 shall be divided on a proportionate basis among the three governments with the proportions determined from eligible claim forms received EXCEPTING that any proportionate share attributable to any class member who does not identify with one of the three governments shall be paid to Class Counsel, in trust.

The parties and the CHAP specifically request that each government use these moneys for healing purposes and consult with their appointed member of the CHAP before deciding on a specific allocation of the funds.

Any amount not payable to one of the three governments will be distributed by Class Counsel acting reasonably and in accordance with the objectives of this agreement and more particularly that the funds be used for healing purposes.



SCHEDULE "B"

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Legal Notification Services

Phase II Settlement Notice Plan

Anderson v. The Attorney General of Canada

Case No. 2008NLTD166

Supreme Court of Newfoundland and Labrador

Prepared: August 15, 2016

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Media Terms

The following provides the meaning of media terms highlighted throughout the Notice Plan:

Audience: Net number of persons or different persons exposed to a media vehicle. It is larger than a publication's circulation because it includes pass-along readers who may obtain the publication second hand (e.g., from a reception room, neighbor, friend).

Circulation: Total number of publication copies sold through all channels of distribution (e.g., subscriptions, newsstand, bulk)

Impressions or Exposures: Total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. It is a gross or cumulative number that may include the same person more than once. Impressions can exceed the population size.

Selectivity Index: Shows the concentration of a specific population group relative to the general adult population. For example, a publication selectivity index of 175 among men indicates that the publication's readers are 75% more likely to be men as compared to the general adult population.

Program Overview

Objective

To design a notice program that will provide Class members with information about the Phase II Claims Filing Period in clear, concise, plain language so that their rights and options may be fully understood.

Class Definition

The Class (or "Class members") includes all persons who attended the

- o Lockwood School, located in Cartwright, Labrador, between March 31, 1949 and the 1964 date of closure of the Lockwood School;
- o Nain Boarding School, located in Nain, Newfoundland and Labrador, between March 31, 1949 and the 1973 date of closure of the Nain Boarding School;
- o St. Anthony Orphanage and Boarding School, located in St. Anthony, Newfoundland and Labrador, between March 31, 1949 and the 1979 date of closure of the St. Anthony Orphanage and Boarding School;
- o Makkovik Boarding School, located in Makkovik, Newfoundland and Labrador, between March 31, 1949 and the 1960 date of closure of the Makkovik Boarding School; and/or
- o Yele School, located in Northwest River, Newfoundland and Labrador, between March 31, 1949 and the 1980 date of closure of the Yale School.

Situation Analysis

The Plaintiffs claim that from March 31, 1949 to December 31, 1980 (the "Class Period"), children were forcibly confined to the schools, deprived of the essential components of a healthy childhood, and were subjected to physical, emotional, psychological, cultural, spiritual and sexual abuse by the people who were responsible for their well-being.

The following known factors were considered when designing the notice program:

1. According to Co-Counsel the Class consists of 794 to 945 Class members who resided at the schools and 1,486 to 1,746 Class members who only attended during the day.
2. Class members are primarily located in Newfoundland and Labrador, including on reserves and within other Aboriginal communities/settlements.
3. Co-Counsel now has contact information for 754 known Class members who resided at the schools.

Strategies

Direct mailed notice will be provided to 754 known Class members who resided at the schools. In addition, paid media efforts will include notice placements in two local mainstream newspapers and broadcast on leading local aboriginal radio stations. Coverage will be further enhanced through organizational outreach efforts, community meetings, and a national informational news release.

Notice Design

The Notices have been designed to provide a clear, concise, plain language statement of Class members' legal rights and options at this stage of the litigation. To ease response, a toll-free number and

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website address will be provided in all printed notice documents. The ad units are adequately sized to attract attention to the notice:

- Approximate quarter-page units in the mainstream newspapers
- Approximate 30- and 60-second radio broadcasts on aboriginal radio stations

Media Selection

We worked with Co-Counsel to create the notice program. The media mix provides:

- Repeat notice exposures as a result of the overlapping media audiences;
- Radio broadcasts on Aboriginal radio stations with coverage in key areas within Newfoundland and Labrador;
- Notice placements in two mainstream newspapers with distribution in Newfoundland and Labrador;
- A written summary of key information that may be easily referred to or passed on to others as a result of placements in print media; and
- Access to the notice documents (including in other languages) through an established case website.

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Individual/Direct Notice

Mailed Notice

With assistance from the claims administrator, Class Counsel will provide direct notice to all 754 known Class members that resided at the schools.

Mainstream Daily Newspapers

City/Newspaper	Issuance	# of Insertions	Best Day Circulation
<i>St. John Telegram</i>	Daily	2	32,000
<i>The Labradorian</i>	Weekly	2	1,782
TOTAL		4	33,782

- Includes two placements in each of the newspapers' best circulation day, for a total of four insertions
- Offers a combined best day circulation of 33,782
- Schedule (based on two insertions) offers an estimated 57,506 Canadian adult notice exposures
- Utilizes approximate quarter page units to attract attention and enhance readability with adequately sized text
- Positioning will be sought far forward within news editorial to maximize visibility and readership
- All placements will be tracked to ensure that they appear exactly as planned as well as meet our high standards in terms of quality and positioning

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Aboriginal Radio

Station/Network	Language	Approximate Length	Number of Broadcasts per week	Total Number of Spots (3 Weeks)
CJOK/CKHV	English	:30	18	54
CJOK/CKHV	Inuktitut	:60	18	54
CJIK	Innu	:60	25	75
TOTAL			61	183

- Includes leading local Aboriginal radio stations
 - CKOK broadcasts primarily throughout Nain
 - CKHV broadcasts primarily throughout Happy Valley-Goose Bay; however, coverage is also extended to Hopedale, Rigolet, Postville, North West River, and Mudlake
 - CJIK broadcasts primarily throughout Sheshatshiu, however, coverage is also extended to Goose Bay and Strathroy
- Utilizes in English, Inuktitut and Innu spots, where appropriate.
- All placements will be tracked to ensure that they appear exactly as planned

Community Outreach

Community Meetings

Class Counsel will be holding community meetings in Happy Valley/Goose Bay, Nain, Makkovik, Postville, Hopedale, Rigolet, and Cartwright to provide notice of the claims filing period and assist Class members in filing their claim. In addition, community meetings will be held in St. John's and Edmonton. Many small communities in which Class members may reside have ready access to the communities where Class Counsel proposes to hold information sessions.

Class Counsel conducted these types of meetings in previous cases, as well as during the Settlement Hearing Phase I Notice. Due to the notoriety of this case, the available settlement benefits and the accompanying media notice, and barring illness, Class Counsel expects attendance to be significantly higher than past meetings with most of the local survivors attending along with their family. Based on their experience, Class Counsel believes these meetings are the best forum for disseminating information to Class members.

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Organizational Outreach

Community Meetings

Class Counsel is working with the Inuit Tapiriit Kanatami ("ITK"), the Nunatsiavut Government ("NG"), Innu Nation, and the NunatuKavut Community Counsel ("NK").

- ITK is the national organization representing all Inuit rights-holding land claims organizations, represents Canada's 60,000 Inuit, and acts to protect and advance the rights and interests of Inuit Canada.
- NG is an Inuit regional government. Although Nunatsiavut remains part of Newfoundland and Labrador, the Government has authority over many central governance areas including health, education, culture, language, justice, and community matters. NG is one of the constituent organizations of ITK and consists of approximately 9,000 members, most of which are located in Labrador.
 - NG will print and post notice of the claims filing period on bulletin boards located in the communities of Nain, Hopedale, Postville, Makkovik and Rigolet. It will also share notice of the Phase II community meeting information with their staff and the Communication Liaison Offices for distribution via email to members.
- Innu Nation is the organization that formally represents the Innu of Labrador. It consists of approximately 2,200 members, of which 30 are Class members. Innu Nation's members are primarily located in the Innu communities of Sheshatshlu and Natuashish.
- NK is the representative governing body for approximately 6,000 Inuit of south and central Labrador known as the Southern Inuit of NunatuKavut
 - NK will share notice of the claims filing meetings on its Facebook page, <https://www.facebook.com/NunatuKavut>, as well as distribute notice of the claims filing period with 26 members of their staff to be distributed to their members.
 - The Nunatsiavut Canadian Constituency Office ("CCO"), a constituency office under the NK, will post the Notice of Claims Filing and share information regarding the community meetings on their website (<http://www.nunatsiavutslatani.com/the-latest/>) and on their Facebook page (<https://www.facebook.com/canadianconstituencyoffice/notifications/>), as well as send an email to its distribution list of members, communications officers and their families

Prior to each community meeting CBC Newfoundland & Labrador will broadcast a public service announcement with all relevant information for the community meetings. CBC Labrador Morning will also share information on their Facebook page.

Informational Release

Class Counsel will issue a national press release will be issued throughout Canada. Although not guaranteed, this type of earned media allows additional notice exposure opportunities beyond that which is provided by the individual notice, paid media, community meetings and organizational outreach. It will also help broaden coverage throughout the country.

Informational Release

- Issued to press outlets throughout Canada
- Will include the toll-free number and website address

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Additional Support

Case Website

- Provides an easy remember domain
- Allows Class members the ability to obtain additional information and documents
- Prominently displayed in all printed notice materials
- Allows communities and organizations to print notice materials for distribution to their members

Toll-Free Telephone Support

- Provides a simple way for Class members to obtain additional information about the settlement
- Allows Class members the opportunity to learn more about the case in the form of frequently asked questions and answers
- Allows Class members to request to have more information mailed directly to them
- Prominently displayed in all printed notice materials

SCHEDULE "C"

SCHEDULE "C"

SUPREME COURT OF NEWFOUNDLAND AND LABRADORAPPROVED SETTLEMENT OF NEWFOUNDLAND
RESIDENTIAL SCHOOLS CLASS ACTIONS

**If you attended the Schools in Cartwright,
North West River, Makkovik, Nain or St. Anthony
run by the International Grenfell Association or the
Moravian Church, please read this notice carefully.**

*The Supreme Court of Newfoundland and Labrador authorized this notice.
This is not a solicitation from a lawyer.*

- Former students sued the Federal Government of Canada ("Canada") about the management and operation of the schools in Cartwright, North West River, Makkovik, Nain and St. Anthony run by the International Grenfell Association ("IGA") or the Moravian Church and the harms and abuses committed against the children who attended them.
- The Court has now approved a \$50 million settlement ("Settlement") between the representative former students and Canada that provides compensation for former students who attended. You must submit a claim to get paid. The deadline to submit a claim is , 2017 ("Claims Deadline").
- The Court has not decided whether Canada did anything wrong.

Your legal rights are affected even if you do nothing. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT	
SUBMIT A CLAIM	If your claim is submitted by <u> </u> , 2017, you may be entitled to money if you attended one of the schools, depending on certain factors explained below.
DO NOTHING	You give up any right you might have to make a claim in the Settlement and get money.

- Your rights and options—and the deadlines to exercise them—are explained in this notice.

QUESTIONS? CALL TOLL-FREE 1-866-542-0369, EMAIL ADMIN@NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA
OR VISIT WWW.NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA

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WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 3-4
1. What is the purpose of this notice? 2. What were the schools at Cartwright, North West River, Makkovik, Nain and St. Anthony? 3. Were these schools included in the 2007 settlement with the Government of Canada? 4. What is a class action? 5. What do the lawsuits complain about? 6. Why did the Court approve this Settlement?	
WHO IS INCLUDED IN THE SETTLEMENT?	PAGE 4-5
7. Who is included in the Settlement? 8. Do family members of former residents get anything in this Settlement? 9. What if I am not sure whether I am included in the Settlement?	
SETTLEMENT BENEFITS	PAGE 5-7
10. What does the Settlement provide? 11. What is a Claim Form and when do I need to submit it? 12. How much will my payment be? 13. When will I receive my payment? 14. What did I give up in the Settlement? 15. Can I remove myself from the Settlement? 16. If I removed myself before, can I re-join the Settlement?	
HOW TO RECEIVE A PAYMENT	PAGE 7-8
17. How can I receive a payment? 18. How will payments be calculated? 19. What if my claim is denied? 20. What if I disagree with my payment amount? 21. Will late Claim Forms be accepted? 22. What if I do nothing? 23. Will the money I get impact any government services or social assistance? 24. Will I pay tax on the money I get?	
LEGAL REPRESENTATION	PAGE 8
25. Are the lawyers for the Plaintiffs representing me for my claim?	
GETTING MORE INFORMATION	PAGE 9
26. How do I get more information?	

BASIC INFORMATION

1. What is the purpose of this notice?

The Supreme Court of Newfoundland and Labrador authorized this notice to let you know about a Settlement that the Court approved. This notice explains the lawsuit, the Settlement, the claims process, and your legal rights.

The Honourable Justice Robert Staek approved the Settlement. The lawsuits are known as: *Anderson v. Attorney General of Canada* (IGA school in Cartwright), No. 2007 01T4955CP; *Obed v. Attorney General of Canada* (IGA school in North West River), No. 2007 01T5423CP; *Lucy v. Attorney General of Canada* (Moravian school in Makkovik), No. 2008 01T0846CP; *Asivak v. Attorney General of Canada* (Moravian School in Nain), No. 2008 01T0845CP; and *Halwell v. Attorney General of Canada* (IGA school in St. Anthony), No. 2008 01T0844CP.

Former students are called the "Plaintiffs." The Federal Government of Canada is called "Canada" or the "Defendant" or the "Government."

2. What were the schools at Cartwright, North West River, Makkovik, Nain and St. Anthony?

The IGA and Moravian schools in Cartwright, North West River, Makkovik, Nain and St. Anthony were schools for the education of children, and included boarding facilities. All of these schools received funding from the Government.

3. Were these schools included in the 2007 settlement with the Government of Canada?

No. The application to have these schools added to the 2007 Indian Residential Schools Settlement Agreement ("IRSSA") was denied. These schools are not considered eligible Indian Residential Schools in IRSSA, and former students are not able to get compensation for attendance or pursue abuse claims as part of the Individual Assessment Process in that settlement. Eligible Class Members in the case are not excluded from this settlement if they received compensation through IRSSA for attendance or harm suffered at another school covered by IRSSA.

4. What is a class action?

In a class action, one or more people called "Class Representatives" sue on behalf of people who have similar claims. All of these people are called a "Class" or "Class Members." One Court resolves the issues for everyone affected, except for those who exclude themselves from the lawsuits.

5. What do the lawsuits complain about?

The lawsuits claim that the Government exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claim that the Government did not protect students' physical and mental well-being even though it was its duty to do so. The lawyers for the Plaintiffs began presenting their claims at the trial which started in September 2015.

The claims were based in negligence and breach of fiduciary duties owed by the Government. At trial, the negligence claims against the Government were discontinued by order of the Honourable Justice Staek on November 25, 2015, which streamlined and simplified the trial and the evidence required to be presented by the Plaintiffs. The only claims that remained were the claims that the Government owed and breached a fiduciary duty to the Class Members.

The Government denies that it had a responsibility to protect the children who attended these schools. It claims that all it did was provide money to the Province of Newfoundland and Labrador to be used for the educational needs of Aboriginal persons. It further states that the Province of Newfoundland and Labrador was responsible for the protection of students.

No decision has been made or will be made about whether the Plaintiffs or the Government are right. Instead, a Settlement was reached between the Plaintiffs and the Government.

QUESTIONS? CALL TOLL-FREE 1-866-542-0369, EMAIL ADMIN@NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA
OR VISIT WWW.NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA

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6. Why did the Court approve this Settlement?

A hearing was held in St. John's, Newfoundland and Labrador on September 27, 2016, where the Court was asked to approve the Settlement on behalf of the Class Members. The Honourable Justice Stack approved the Settlement on _____, 2016. The Court agreed with the Parties that the Settlement was reasonable and in the best interests of the Class Members.

The Court did not and will not decide in favour of the Plaintiffs or the Government. Instead, both sides agreed to a Settlement. By agreeing to the Settlement, the Parties avoided the costs and uncertainty of a trial, delays in obtaining judgment, and eligible Class Members will receive the benefits described in this notice. In this case, it also means that the Class Members did not and will not need to testify in Court to receive compensation. The approved Settlement does not mean that any law was broken or that the Government did anything wrong. The Government denies all legal claims in this case.

WHO IS INCLUDED IN THE SETTLEMENT?

7. Who is included in the Settlement?

Unless they have previously removed themselves from the lawsuit, the Settlement is available for all residents of Newfoundland and Labrador who was alive as of November 23, 2006 and who attended the IGA or Moravian schools in the following locations between the dates listed:

- i. Cartwright - April 1, 1949 to June 30, 1964
- ii. Northwest River - April 1, 1949 to June 30, 1980
- iii. Nain - April 1, 1949 to June 30, 1973
- iv. Makkovik - April 1, 1949 to June 30, 1960
- v. St. Anthony - April 1, 1949 to June 30, 1979

If you do not live in Newfoundland and Labrador but attended the schools above, you must advise the Claims Administrator that you want to participate in the Settlement ("opt-in"). You must submit the form by _____, 2016 to be eligible for compensation in this Settlement. You can find an "opt-in" form on the Settlement Website: www.newfoundlandresidentschoolssettlement.ca.

8. Do family members of former residents get anything in this Settlement?

No. Previously, the class action included claims for the "Family Class", being family members of the former students. However claims of the Family Class were discontinued at trial by order of the Honourable Justice Stack on November 25, 2015 at the Plaintiffs' request. The Plaintiffs sought to streamline and simplify the trial and the evidence required to be presented by them and did not want to interfere with or delay the trial of the claims of the former resident Class Members, which were the primary claims in this case.

The Court determined that there was little or no prejudice to the Family Class in having their claims discontinued as such claims had little likelihood of success, were based on claims that had not been prosecuted before, and that such claims would be difficult to prove at trial. The Court found that the continued inclusion of the Family Class claims would delay and prejudice the trial of the claims of the former resident Class Members, which were the primary claims asserted in this action. The claims of the Family Class were therefore discontinued and, as a result, there is no compensation available for the Family Class in this Settlement.

9. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-866-542-0369 with questions, visit www.NewfoundlandResidentialSchoolsSettlement.ca or email Admin@NewfoundlandResidentialSchoolsSettlement.ca

SETTLEMENT BENEFITS

10. What does the Settlement provide?

The Settlement provides benefits to eligible Class Members. Canada agreed to pay \$50 million to a Settlement Fund to make payments to eligible Class Members, as well as to pay for notice to the class, administration of the approved Settlement and approved legal fees, costs, and expenses. The remaining Settlement funds will be distributed in accordance with the approved Distribution Plan described in the sections below. If there are funds left over after all claims are paid, Class Members who lived at the residence at the schools will share the remaining funds.

Canada also agreed to separately fund initiatives to commemorate the history of schools, which initiatives will be determined in consultation with representatives of the class.

More details are in the Distribution Plan that was approved by the Court as part of the Settlement. A copy of the Settlement Agreement and Distribution Plan is available at www.NewfoundlandResidentialSchoolsSettlement.ca

11. What is a Claim Form and when do I need to submit it?

A Claim Form is a sworn or affirmed written claim from a Class Member or his or her lawful representative seeking compensation from the Compensation Fund. When you swear an oath or make an affirmation, you promise to tell the truth. You must swear an oath or make an affirmation to submit a Claim Form. You must swear the oath or make the affirmation in front of someone who is a commissioner for oaths, a Notary or a lawyer. To find a commissioner, Notary or lawyer, call or email the claims office at 1-866-542-0369 or Admin@NewfoundlandResidentialSchoolsSettlement.ca

The Claim Form must be submitted by the deadline of _____, 2017 to get money. A copy of the Claim Form may be mailed to those Class Members who have contacted Class Counsel. A copy is also available at www.NewfoundlandResidentialSchoolsSettlement.ca or can be obtained from the Claims Administrator by calling 1-866-542-0369 or emailing Admin@NewfoundlandResidentialSchoolsSettlement.ca. Questions about the Claim Form can be directed to the Claims Administrator.

12. How much will my payment be?

The amount of your payment will depend on whether/how long you lived at the residence at the schools and/or the level of harm you suffered.

Class Members who lived at the residence at the schools will receive a general compensation payment ("GCP") based on how many years they lived at the residence at the schools. For those who lived at the residence at the schools for less than five academic years, or parts thereof, a GCP of \$15,000 will be paid. For those who lived at the residence at the schools for five or more academic years, a GCP of \$20,000 will be paid. Class Members who did not live at the residence at the schools – who were not boarders – will not receive a GCP. An academic year means a year commencing August 1 of each year and ending on July 31 of the following year.

All eligible Class Members, who meet the criteria, may be entitled to an abuse compensation payment ("ACP") depending on the level of harm they suffered. Such claimants may receive up to a maximum of \$200,000 depending on the number of people who submit a valid ACP claim and the harm they suffered. The Claims Administrator will determine the amount of compensation provided to ACP claimants based on categories of harm set out in the approved Distribution Plan. The actual amount available for each eligible Class Member will not be determined until after all Claim Forms have been received and assessed. An eligible Class Member may receive a GCP and an ACP.

The chart below outlines the categories of harm that will be compensated in this Settlement:

Level	Description	Compensation Amount
1	<ul style="list-style-type: none"> • One or more incidents of fondling or kissing. • Nude photographs taken of the Survivor. • The act of an adult exposing themselves. • Any touching of a student, including touching with an object, by an adult which exceeds recognized parental contact and which subjectively violates the sexual integrity of the Survivor. • One or more incidents of simulated intercourse. • One to three incidents of masturbation. 	\$50,000.00
2	<ul style="list-style-type: none"> • One to three incidents of oral intercourse. • One to three incidents of digital, anal or vaginal penetration. • One to three incidents of attempted anal or vaginal penetration. • Four or more incidents of masturbation. • One or more physical assaults causing a physical injury that: <ul style="list-style-type: none"> ◦ led to or should have led to hospitalization or serious medical treatment by a physician; ◦ caused permanent or demonstrated long-term physical injury; ◦ impaired or disfigured; ◦ caused loss of consciousness; ◦ caused broken bones; ◦ caused serious but temporary incapacitation requiring bed rest or infirmary care for several days. Examples include severe beating, whipping, and second-degree burning. 	\$100,000.00
3	<ul style="list-style-type: none"> • One to three incidents of anal or vaginal intercourse. • Four or more incidents of oral intercourse. • One to three incidents of anal or vaginal penetration with an object. 	\$150,000.00
4	<ul style="list-style-type: none"> • Four or more incidents of anal or vaginal intercourse. • Four or more incidents of anal or vaginal penetration with an object. 	\$200,000.00

In assessing ACP claims, the Claims Administrator shall only award compensation pursuant to Schedule 1 for the highest level of abuse suffered by the Survivor regardless of how many levels, locations or occurrences of abuse the Survivor suffered. Abuse suffered at more than one time or in association with one or more institutions shall be compensated based on one payment for the highest level pursuant to Schedule 1 and in no circumstances shall be cumulative.

13. When will I receive my payment?

Class Members who are entitled to payments will receive their payments after their claims are assessed. Please be patient. GCP claimants will be paid after all GCP claims have been assessed and the amount payable determined. ACP payments will only be distributed after GCP payments have been made, all ACP claims have been assessed and after a determination is made as to the remaining Compensation Fund available to satisfy ACP claims. Both GCP and ACP payments may be pro-rated to reflect the amount of the Settlement Fund that is available for payment.

14. What did I give up in the Settlement?

Unless you previously excluded yourself from the Settlement, the Settlement means you have given up your right to sue Canada for the claims being resolved by this Settlement. You have "released" Canada and all related people from any claims related to the five schools. The specific language of the "release" is in the Settlement Agreement and Settlement Approval Order, which can be found at www.NewfoundlandResidentialSchoolsSettlement.ca.

15. Can I remove myself from the Settlement?

No. It is too late. The deadline to remove yourself from the action was November 30, 2012.

16. If I removed myself before, can I re-join the Settlement?

Yes. If you are a resident of Newfoundland and Labrador and you previously removed yourself from this action ("opted out"), you have an opportunity to re-join the Settlement ("opt in"). To rejoin the Settlement you must complete an "Opt-in" form and submit it to the Claims Administrator by _____, 2016. You can find an "opt-in" form on the Settlement website: www.newfoundlandresidentialschoolssettlement.ca.

HOW TO RECEIVE A PAYMENT

17. How can I receive a payment?

You can only receive a payment if you submit a Claim Form. To ask for a payment, simply complete and submit the required Claim Form and any claims will be assessed by the Claims Administrator. Class Members will not need to testify in Court. Claim Forms will be available at www.NewfoundlandResidentialSchoolsSettlement.ca or by calling 1-866-542-0369. A Class Member should only submit one Claim Form that comprises all claims that he or she may have individually relating to all the schools. You can get help from a family member, support person or anyone else to complete the Claim Form.

18. How will payments be calculated?

The Claims Administrator will review your claim form and determine if you qualify for a GCP or ACP payment. If you do, then the Claims Administrator will determine your GCP based on the years you lived at the residence at the school and your ACP payment amount based on the level of harm you suffered.

Only those Class Members who lived at the residence at the schools will be eligible to receive a general compensation payment ("GCP") based on how many years they lived at the residence at the schools. For those who lived at the residence at the schools for less than five academic years, or parts thereof, a GCP of \$15,000 will be paid. For those who lived at the residence at the schools for five or more academic years, a GCP of \$20,000 will be paid. Class Members who did not live at the residence at the schools – who were not boarders – will not receive a GCP.

If there are insufficient funds in the Settlement Fund to pay all GCP payments, a determination will be made, in consultation with Class Counsel, as to how the distribution of such funds shall proceed. In that case, the primary intention shall be to pay GCP to eligible claimants on a pro-rata basis, unless there are circumstances which would warrant a departure from that intention.

All eligible Class Members, who meet the criteria, may be entitled to an abuse compensation payment ("ACP") depending on the level of harm they suffered. Such claimants may receive up to a maximum of \$200,000 depending

QUESTIONS? CALL TOLL-FREE 1-866-542-0369, EMAIL ADMIN@NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA
OR VISIT WWW.NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA

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on the number of people who submit a valid ACP claim and the harm they suffered. The Claims Administrator will determine the amount of compensation provided to ACP claimants based on categories of harm set out in the approved Distribution Plan. The actual amount available for each eligible Class Member will not be determined until after all Claim Forms have been received and assessed. An eligible Class Member may receive a GCP and an ACP.

In assessing ACP claims, the Claims Administrator shall only award compensation pursuant to Schedule 1 for the highest level of abuse suffered by the Survivor regardless of how many levels, locations or occurrences of abuse the Survivor suffered. Abuse suffered at more than one time or in association with one or more institutions shall be compensated based on one payment for the highest level pursuant to Schedule 1 and in no circumstances shall be cumulative.

If there are insufficient funds to pay all ACP payments after the GCP payments are made, the ACP claimants shall share pro rata as between each eligible ACP claimant based upon the amount of the ACP award and the amount remaining in the Compensation Fund.

If any funds remain after all GCP and ACP payments are distributed, the remaining funds shall be shared equally by all GCP claimants.

19. What if my claim is denied?

If your claim is denied in whole or in part, you will receive notice and may request a hearing before a Hearing Officer. During that hearing you may be questioned under oath by the Hearing Officer. The Hearing Officer will then decide your claim. The Hearing Officer's decision is final.

20. What if I disagree with my payment amount?

Payment amounts will be determined by the Claims Administrator. If your claim is denied in whole or in part, you will receive notice and may request a hearing before a Hearing Officer. During that hearing you may be questioned under oath by the Hearing Officer. The Hearing Officer will then decide your claim. The Hearing Officer's decision is final. A Class Member cannot dispute the payment amounts or categories once their claims have been submitted.

21. What if I do nothing?

If you do nothing, you are choosing not to make a claim in the Settlement. You will get no money. You will not be able to sue the Government for what occurred to you at the Schools.

23. Will I pay tax on the money I get?

No. You are getting the money because you attended one of the schools and/or were abused at one of the schools. Make sure you claim on your taxes that this money is for pain and suffering. There is no tax on money for pain and suffering.

LEGAL REPRESENTATION

24. Are the lawyers for the Plaintiffs representing me for my claim?

No. The Court only appointed Koskie Minsky LLP of Toronto, Ontario, and Ahlstrom Wright Oliver & Cooper LLP of Sherwood Park, Alberta to represent the Class Members as "Class Counsel" during the class action. Now that there has been a Settlement, the class action is over and Class Counsel does not represent Class Members in the claims process. The Court has already approved the legal fees earned by Class Counsel from the class action. You do not need to pay Class Counsel. The Settlement pays for their work.

If you want to be represented by or receive advice from another lawyer for the claims process, you may hire one at your own expense. But the paper-based claims process is designed to be user-friendly without the need for legal representation and expenses.

GETTING MORE INFORMATION

25. How do I get more information?

This notice summarizes the approved Settlement. More details are in the approved Distribution Plan. You can get a copy of the approved Settlement Agreement, Distribution Plan and other Settlement documents at www.NewfoundlandResidentialSchoolsSettlement.ca. Questions about the Settlement and claims process can be directed to the Claims Administrator by calling 1-866-542-0369, by email at Admin@NewfoundlandResidentialSchoolsSettlement.ca or by sending your questions to:

Newfoundland Residential School Class Action Claims Administrator,
96 Clyde Avenue, Suite 100
Mount Pearl, Newfoundland and Labrador, A1N 4S2

DATE: _____, 2016

KM-2298732v3

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SCHEDULE "D"

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LEGAL NOTICE

If you attended the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association or the Moravian Church, please read this notice carefully

The \$50 million settlement ("Settlement") between the Federal Government of Canada and former students of the Schools that provides compensation for former students who attended the Schools has now been approved by the Court and the claims process has started.

WHO IS INCLUDED?

Unless you have previously removed yourself from the lawsuit, the Settlement is available for anyone who was alive as of November 23, 2006 and who attended the International Grenfell Association or Moravian Schools in the following locations between the dates listed:

- i. Cartwright - April 1, 1949 to June 30, 1964
- ii. Northwest River - April 1, 1949 to June 30, 1980
- iii. Nain - April 1, 1949 to June 30, 1973
- iv. Makkovik - April 1, 1949 to June 30, 1960
- v. St. Anthony - April 1, 1949 to June 30, 1979

If you do not live in Newfoundland and Labrador but attended the schools above, you must advise the Claims Administrator that you want to participate in the Settlement ("opt-in") by _____, 2016.

HOW DO I GET THIS MONEY?

You must fill in a Claim Form and send it to the claims office by the deadline of _____, 2017 to get money. A copy of the Claim Form is available at www.NewfoundlandResidentialSchoolsSettlement.ca or from the Claims Administrator by calling 1-866-542-0369 or emailing Admin@NewfoundlandResidentialSchoolsSettlement.ca.

HOW MUCH MONEY WILL I GET?

You could get:

- Between \$15,000 and \$20,000 just for living at the Schools, depending on how long you lived at the Schools; and
- Between \$50,000 and \$200,000 depending on the level of harm you suffered while living at the Schools.

CAN FAMILY MEMBERS GET MONEY?

No. Previously, the class action included claims for the "Family Class", meaning the family members of those who attended the Schools. The claims of the Family Class were discontinued at trial by the Court, as a result of which any further claims by the Family Class are barred.

WHAT IF I DO NOT SUBMIT A CLAIM?

If you do not submit a claim you will not get any money from the Settlement. You will not be able to sue the Government for what occurred to you at the Schools.

HOW DO I GET MORE INFORMATION

This notice summarizes the approved Settlement. More information can be found at www.NewfoundlandResidentialSchoolsSettlement.ca. Also, questions can be directed to the Claims Administrator by calling 1-866-542-0369 or by email at Admin@NewfoundlandResidentialSchoolsSettlement.ca.

DO YOU KNOW SOMEONE WHO ATTENDED THE SCHOOLS?

Please share this information with them or their support person.

If you attended the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association or the Moravian Church, you may be entitled to a payment of money.

KM-2318704v1

QUESTIONS? CALL TOLL-FREE 1-866-542-0369, EMAIL ADMIN@NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA OR VISIT WWW.NEWFOUNDLANDRESIDENTIALSCHOOLSSETTLEMENT.CA

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SCHEDULE "E"

SCHEDULE "E"

If you attended the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association or the Moravian Church, a class action settlement could affect your rights.

*The Supreme Court of Newfoundland and Labrador authorized this notice.
This is not a solicitation from a lawyer.*

ST. JOHN'S, NL, October __, 2016— The \$50 million settlement ("Settlement") between the Federal Government of Canada ("Canada") and former students of the Schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association ("IGA") or the Moravian Church (the "Schools") has now been approved by the Supreme Court of Newfoundland and Labrador and the claims process has now started. The Supreme Court of Newfoundland and Labrador authorized this press release, and other forms of notice, as part of a notification program to inform former students about their legal rights in this class action settlement.

Former students sued Canada about the management and operation of the Schools and the harms and abuses committed against the children who attended them. The lawsuits claimed that Canada exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claimed that Canada did not protect students' physical and mental well-being even though it was its duty to do so.

The application to have these Schools added to the 2007 Indian Residential Schools Settlement Agreement ("IRSSA") was denied. These Schools are not considered eligible Indian Residential Schools in IRSSA, and former students were not able to get compensation for attendance or pursue abuse claims as part of the Individual Assessment Process in that settlement.

Instead, the claims for these Schools were litigated for almost nine years and the lawyers for the Plaintiffs began presenting their claims at the trial which started in September 2015 and was adjourned in February 2016 to allow for settlement discussions.

The representative former students and Canada then reached the \$50 million Settlement that provides compensation for former students who attended. The Settlement has now been approved by the Supreme Court of Newfoundland and Labrador.

Unless they have previously removed themselves from the lawsuit, the Settlement is available for anyone who was alive as of November 23, 2006 and who attended the IGA or Moravian Schools in the following locations between the dates listed:

- i. Cartwright - April 1, 1949 to June 30, 1964
- ii. Northwest River - April 1, 1949 to June 30, 1980
- iii. Nain - April 1, 1949 to June 30, 1973
- iv. Makkovik - April 1, 1949 to June 30, 1960
- v. St. Anthony - April 1, 1949 to June 30, 1979

If a class member does not live in Newfoundland and Labrador but attended the schools above, they must advise the Claims Administrator that they want to participate in the Settlement ("opt-in") by _____, 2016

The class action no longer includes claims for the "Family Class", being family members of the former students. These claims were discontinued at trial by a decision of the Court. There is no compensation available for the Family Class in this Settlement and any further claims are now barred.

Eligible Class Members could receive:

- between \$15,000 and \$20,000 just for living at the Schools, depending on how long they lived at the Schools; and
- between \$50,000 and \$200,000 depending on the level of harm they suffered while living at the Schools.

Class Members must complete a Claim Form and send it to the claims office by the deadline of , 2017 to get money. The Claim Form is available at www.NewfoundlandResidentialSchoolsSettlement.ca or from the Claims Administrator by calling 1-866-542-0369 or emailing Admin@NewfoundlandResidentialSchoolsSettlement.ca

More information on the Settlement can be found at www.NewfoundlandResidentialSchoolsSettlement.ca or from the Claims Administrator by calling 1-866-542-0369.

PRESS CONTACTS:

Kirk Baert
Lawyer, Koskie Minsky
Office 416 595 2117

Steven Cooper
Lawyer, Ahlstrom Wright Oliver &
Cooper LLP
Office (780) 464-7477
Toll Free 1-800-994-7477
Cell (780) 918-7964
s.cooper@awoc.ca

Ches Crosbie
Lawyer, Patient Injury Law
Office (709) 700-0338
Toll free 1-888-933-2437
Cell (709) 330-3955
ches@patientinjurylaw.ca

SOURCE: Supreme Court of Newfoundland and Labrador

KM-2319767v1

SCHEDULE "F"

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SCHEDULE "F"

180

To: «Attn» [or Fax No.: _____, or mailing address]
From: Admin@NewfoundlandResidentialSchoolsSettlement.ca [or Fax No.: _____, or mailing address]
Subject: Notice about settlement approval in Newfoundland residential schools class actions

Former students who attended the Schools in Cartwright, North West River, Makkovik, Nain and St. Anthony run by the International Grenfell Association or the Moravian Church may be affected by a Settlement in class action lawsuits.

Former students sued the Federal Government of Canada ("Canada") about the management and operation of the schools in Cartwright, North West River, Makkovik, Nain or St. Anthony run by the International Grenfell Association ("IGA") or the Moravian Church (the "Schools") and the harms and abuses committed against the children who attended them. The lawsuits claimed that Canada exposed former students to child abuse, neglect, and physical, emotional, psychological and sexual abuse. The Plaintiffs claimed that Canada did not protect students' physical and mental well-being even though it was its duty to do so.

The representative former students and Canada then reached the \$50 million Settlement that provides compensation for former students who attended. The Settlement has now been approved by the Supreme Court of Newfoundland and Labrador.

Unless they have previously removed themselves from the lawsuit, the Settlement is available for anyone who was alive as of November 23, 2006 and who attended the IGA or Moravian Schools in the following locations between the dates listed:

- i. Cartwright - April 1, 1949 to June 30, 1964
- ii. Northwest River - April 1, 1949 to June 30, 1980
- iii. Nain - April 1, 1949 to June 30, 1973
- iv. Makkovik - April 1, 1949 to June 30, 1960
- v. St. Anthony - April 1, 1949 to June 30, 1979

If a class member does not live in Newfoundland and Labrador but attended the schools above, they must advise the Claims Administrator that they want to participate in the Settlement ("opt-in") by _____, 2016.

The class action no longer includes claims for the "Family Class", being family members of the former students. These claims were discontinued at trial by a decision of the Court. There is no compensation available for the Family Class in this Settlement and any further claims are barred.

Eligible Class Members could receive:

- between \$15,000 and \$20,000 just for living at the Schools, depending on how long they lived at the Schools; and
- between \$50,000 and \$200,000 depending on the level of harm they suffered while living at the Schools.

Class Members must complete a Claim Form and send it to the claims office by the deadline of _____, 2017 to get money.

Attached you will find a short one-page notice for members of the community who may be included in the lawsuits.

We are asking for your help to distribute, or make available, these important notices because they affect the legal rights of former students of the Schools. Also, please post the notice in a prominent place where the community will be able to view it. Feel free to publish the notice in any newsletter or community publication you may distribute or post a link to the case website, www.NewfoundlandResidentialSchoolsSettlement.ca at any website you host.

NOTE: These Schools are not considered eligible Indian Residential Schools under the 2007 Indian Residential Schools Settlement Agreement ("IRSSA").

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Learn more by calling toll-free 1-866-542-0369, emailing Admin@NewfoundlandResidentialSchoolsSettlement.ca or by visiting www.NewfoundlandResidentialSchoolsSettlement.ca

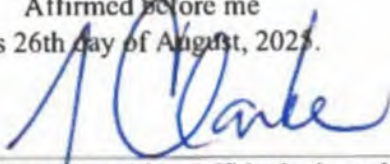
Thank you.

Sincerely,

Newfoundland Residential Schools Cases Class Actions Notice Administrator, c/o Koskie Minsky LLP
20 Queen Street West, Suite 900, Toronto, Ontario M5H 3R3
KM-2319959v1

2024 01G CP 0064

This is **Exhibit 3** referred to in the
Affidavit of **Kimberlee Ford**
Affirmed before me
this 26th day of August, 2024.


A Commissioner for taking Affidavits in and for
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.
Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



Court File No. T-1542-12

FEDERAL COURT
CLASS PROCEEDING

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, on his own behalf and on behalf of all the
members of the TK'EMLUPS TE SECWÉPEMC INDIAN BAND and the
TK'EMLUPS TE SECWÉPEMC INDIAN BAND,

CHIEF GARRY FESCHUK, on his own behalf and on behalf of all the
members of the SECHELT INDIAN BAND and the SECHELT INDIAN BAND,

VIOLET CATHERINE GOTTFRIEDSON, CHARLOTTE ANNE VICTORINE
GILBERT, DIENA MARIE JULES, AMANDA DEANNE BIG SORREL HORSE,
DARLENE MATILDA BULPIT, FREDERICK JOHNSON, DAPHNE PAUL and
RITA POULSEN

PLAINTIFFS

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

DEFENDANT

**DAY SCHOLARS SURVIVOR AND DESCENDANT CLASS
SETTLEMENT AGREEMENT**

WHEREAS:

A. Canada and certain religious organizations operated Indian Residential Schools for the education of Indigenous children, in which children suffered harms.

B. On May 8, 2006, Canada entered into the Indian Residential Schools Settlement Agreement, which provided for compensation and other benefits, including the Common Experience Payment, in relation to attendance at Indian Residential Schools.

C. On August 15, 2012, the Plaintiffs filed a putative class action in the Federal Court of Canada bearing Court File No. T-1542-12, *Gottfriedson et al. v. Her Majesty*

the Queen in Right of Canada (the "Action"). An Amended Statement of Claim was filed on June 11, 2013, and a First Re-Amended Statement of Claim was filed on June 26, 2015.

D. The Action was certified as a class proceeding by order of the Federal Court dated June 18, 2015, on behalf of three subclasses: the Survivor Class, the Descendant Class, and the Band Class.

E. The Parties intend there to be a fair and comprehensive settlement of the claims of the Survivor Class and Descendant Class, and further desire the promotion of truth, healing, education, commemoration, and reconciliation. They have negotiated this Agreement with these objectives in mind.

F. Subject to the Settlement Approval Order, the claims of the Survivor Class Members and Descendant Class Members shall be settled on the terms contained in this Agreement.

G. The Parties intend that the claims of the Band Class shall continue, notwithstanding the settlement of the claims of the Survivor Class and Descendant Class, and intend that this Agreement shall not prejudice the rights of the Parties in the continued litigation of the Band Class Members' claims in the Action.

NOW THEREFORE in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

INTERPRETATION & EFFECTIVE DATE

1. Definitions

1.01 In this Agreement, the following definitions apply:

"Aboriginal" or "Aboriginal Person" means a person whose rights are recognized and affirmed by the *Constitution Act, 1982*, s. 35;

“Action” means the certified class proceeding bearing Court File No. T-1542-12, *Gottfriedson et al. v. Her Majesty the Queen in Right of Canada*;

“Agreement” means this settlement agreement, including the schedules attached hereto;

“Approval Date” means the date the **Court** issues its **Approval Order**;

“Approval Order” means the order or orders of the **Court** approving this **Agreement**;

“Band Class” means the Tk’emlúps te Secwépmeč Indian Band and the Sechelt Indian Band and any other Indian Band(s) which:

- a. has or had some members who are or were members of the **Survivor Class**, or in whose community an **Indian Residential School** is located; and
- b. is specifically added to the **Action** with one or more **Indian Residential Schools**;

“Business Day” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the province or territory in which the person who needs to take action pursuant to this **Agreement** is situated or a holiday under the federal laws of Canada applicable in the said province or territory;

“Canada” means Her Majesty the Queen in Right of Canada, the Attorney General of Canada, and their legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs, and assigns;

“Certification Order” means the order of the **Court** dated June 18, 2015, certifying this **Action** under the *Federal Courts Rules*, attached as Schedule B;

“Claim” means an application/request for compensation made by a **Claimant** under this **Agreement** by submitting a **Claim Form**, including any related documentation, to the **Claims Administrator**;

“Claim Form” means the application for a **Day Scholar Compensation Payment** that must be submitted by a **Claimant** to the **Claims Administrator** by the **Claims Deadline**, the form and content of which will be approved by the **Court** prior to the **Implementation Date**;

“Claimant” means a **Day Scholar**, their **Personal Representative**, or, in the case of a **Day Scholar** who died on or after May 30, 2005, their **Designated Representative**, who makes or continues a **Claim**;

“Claims Administrator” means such entity as may be designated by the **Parties** from time to time and appointed by the **Court** to carry out the duties assigned to it in this **Agreement**;

“Claims Deadline” means the date which is twenty-one (21) months after the **Implementation Date**;

“Claims Process” means the process outlined in this **Agreement**, including Schedule C and related forms, for the submission of **Claims**, assessment of eligibility, and payment of **Day Scholar Compensation Payments** to **Claimants**;

“Class Counsel” means Peter R. Grant Law Corporation, Diane Soroka Avocate Inc., and Waddell Phillips Professional Corporation;

“Class Period” means the period from and including January 1, 1920, and ending on December 31, 1997;

“Court” means the Federal Court unless the context otherwise requires;

“Day Scholar” means a **Survivor Class Member** who attended but did not simultaneously reside at an **Indian Residential School** that is listed in Schedule E, either on List 1 or List 2, during the time periods indicated therein, for any part of a **School Year**;

“Day Scholar Compensation Payment” means the ten thousand dollar (\$10,000) payment referred to in section 25.01 herein;

“Day Scholars Revitalization Fund” or “Fund” means the Fund established in section 21.01 herein, and as described in the **Fund Distribution Plan**;

“Day Scholars Revitalization Society” or “Society” means the not-for-profit society established pursuant to section 22.01 herein;

“Descendant Class” means the first generation of persons descended from **Survivor Class Members** or persons who were legally or traditionally adopted by a **Survivor Class Member** or their spouse;

“Descendant Class Member” means an individual who falls within the definition of the **Descendant Class**;

“Designated Representative” means the individual designated by the validly completed Designated Representative Form, the form and content of which will be approved by the **Court** prior to the **Implementation Date**;

“Fee Agreement” means the **Parties’** standalone legal agreement regarding legal fees, costs, honoraria and disbursements;

“Fund Distribution Plan” is the plan for the distribution of funds allocated to the **Day Scholars Revitalization Fund**, attached as Schedule F;

“Independent Reviewer” means the individual(s) appointed by the **Court** to determine review reconsideration requests from **Claimants** whose **Claims** were denied by the **Claims Administrator**, in accordance with the **Claims Process**;

“Indian Residential Schools” means the institutions identified in the list of Indian Residential Schools attached as Schedule “A” to the **Certification Order**, as that list may be amended by further Order of the **Court**;

“Implementation Date” means the latest of:

- a. the day following the last day on which an appeal or motion for leave to appeal the **Approval Order** may be brought; and

- b. the date of the final determination of any appeal brought in relation to the **Approval Order**;

"IRSSA" means the Indian Residential Schools Settlement Agreement dated May 8, 2006;

"McLean Settlement" means the McLean Federal Indian Day Schools Settlement Agreement entered into on November 30, 2018, in the matter of *McLean et al. v. Her Majesty the Queen in Right of Canada*, bearing Court File No. T-2169-16;

"Opt Out" means any individual who would otherwise fall within the definition of a **Survivor Class Member** or **Descendant Class Member** who previously validly opted out of the **Action**;

"Parties" means the signatories to this **Agreement**;

"Person Under Disability" means

- a. a minor as defined by the legislation of that person's province or territory of residence; or
- b. a person who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom a **Personal Representative** has been appointed under the applicable legislation of that person's province or territory of residence;

"Personal Representative" means the person appointed under the applicable legislation of that person's province or territory of residence to manage or make reasonable judgments or decisions in respect of the affairs of a **Person Under Disability**;

"Released Claims" means those causes of action, liabilities, demands, and claims released pursuant to the **Approval Order**, as set out in section 42.01 herein;

“School Year” means from September 1 of one calendar year to August 31 of the subsequent calendar year;

“Settlement Agreement Notice Plan” means the Notice Plan advising **Survivor Class Members** and **Descendant Class Members** of the Agreement;

“Settlement Approval Notice Plan” means the Notice Plan advising **Survivor Class Members** and **Descendant Class Members** of the **Approval Order**.

“Survivor Class” means all **Aboriginal Persons** who attended as a student or for educational purposes for any period at an **Indian Residential School** during the **Class Period**, excluding, for any individual class member, such periods of time for which that class member received compensation by way of the Common Experience Payment under the **IRSSA**;

“Survivor Class Member” means an individual who falls within the definition of the **Survivor Class** and is not an **Opt Out**; and

“Ultimate Claims Deadline” means the date which is three (3) months after the **Claims Deadline**.

2. No Admission of Liability or Fact

2.01 This Agreement shall not be construed as an admission by Canada, nor a finding by the Court, of any fact within, or liability by Canada for any of the claims asserted in the Plaintiffs' claims and/or pleadings in the Action as they are currently worded in the First Re-Amended Statement of Claim, were worded in previous versions, or may be worded in the future.

2.02 For greater certainty, and without limiting the foregoing, the Parties agree that, in the further litigation of the Band Class claims, the Parties will not argue that the existence of this Agreement or any terms herein are admissions by the Parties, or findings by the Court, of any fact or law, or an admission of liability by Canada, relevant to the claims asserted by the Band Class in the Action, or

a settlement or resolution of the Band Class claims in the Action. Nothing in the above, however, or anything found elsewhere in this Agreement prevents the Parties from referring to or otherwise relying on the existence of the Agreement and the compensation paid or payable under it in any proceeding, if relevant.

3. Headings

- 3.01 The division of this Agreement into paragraphs, the use of headings, and the appending of Schedules are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

4. Extended Meanings

- 4.01 In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders, and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations, and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

5. No Contra Proferentem

- 5.01 The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Parties is not applicable in interpreting this Agreement.

6. Statutory References

- 6.01 In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date thereof or as the same may from

time to time have been amended, re-enacted, or replaced, and includes any regulations made thereunder.

7. Day for Any Action

- 7.01 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.

8. Final Order

- 8.01 For the purpose of this Agreement, a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

9. Currency

- 9.01 All references to currency herein are to lawful money of Canada.

10. Compensation Inclusive

- 10.01 The amounts payable under this Agreement are inclusive of any pre-judgment or post-judgment interest or other amounts that may be claimed by Survivor Class Members or Descendant Class Members against Canada arising out of the Released Claims.

11. Schedules

11.01 The following Schedules to this Agreement are incorporated into and form part of this Agreement:

Schedule A: First Re-Amended Statement of Claim, filed June 26, 2015

Schedule B: Certification Order, dated June 18, 2015

Schedule C: Claims Process

Schedule D: Estate Claims Process

Schedule E: Lists of Indian Residential Schools for Claims Process

Schedule F: Day Scholars Revitalization Fund Distribution Plan

Schedule G: Draft Amended Certification Order (re: Band Class claims)

Schedule H: Draft Second Re-Amended Statement of Claim, draft without delineations of prior or currently proposed amendments (re: Band Class claims)

12. No Other Obligations

12.01 All actions, causes of action, liabilities, claims, and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses, and interest which any Survivor Class Member or Descendant Class Member ever had, now has, or may hereafter have arising in relation to the Action against Canada, whether such claims were made or could have been made in any proceeding, will be finally settled based on the terms and conditions set out in this Agreement upon the date of the Approval Order, and Canada will have no further liability except as set out in this Agreement.

13. Entire Agreement

13.01 This Agreement constitutes the entire agreement among the Parties with respect to the Survivor Class and Descendant Class claims asserted in the Action and cancels and supersedes any prior or other understandings and agreements between or among the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied, or statutory between or among the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

14. Benefit of the Agreement

14.01 This Agreement will enure to the benefit of and be binding upon the Parties, the Survivor Class Members, the Descendant Class Members, and their respective heirs, estates, Designated Representatives and Personal Representatives.

15. Band Class Claim

15.01 Nothing in this Agreement is intended to, or does prejudice the rights of the Parties in the continued litigation of the Band Class claims in the Action.

15.02 The Band Class claims that will continue are set out in the Draft Amended Certification Order (re: Band Class claims), attached as Schedule G and the Draft Second Re-Amended Statement of Claim (re: Band Class claims), attached as Schedule H.

16. Applicable Law

16.01 This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Survivor Class Member or Descendant Class Member resides and the laws of Canada applicable therein.

17. Counterparts

17.01 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

18. Official Languages

18.01 Canada will prepare a French translation of this Agreement for use at the settlement approval hearing before the Court. As soon as practicable after the execution of this Agreement, Canada will arrange for the preparation of an authoritative French version. The French version shall be of equal weight and force at law.

19. Date When Binding and Effective

19.01 This Agreement will become binding and effective on and after the Implementation Date on the Parties and all Survivor Class Members and Descendant Class Members. The Approval Order of the Court constitutes deemed approval of this Agreement by all Survivor Class Members and Descendant Class Members.

20. Effective in Entirety

20.01 None of the provisions of this Agreement will become effective unless and until the Court approves this Agreement.

THE DAY SCHOLARS REVITALIZATION FUND

21. The Day Scholars Revitalization Fund

21.01 Canada agrees to provide the amount of fifty million dollars (\$50,000,000.00) to the Day Scholars Revitalization Fund, to support healing, wellness, education,

language, culture, heritage and commemoration activities for the Survivor Class Members and Descendant Class Members.

- 21.02 The monies described in section 21.01 herein will be paid by Canada to the Day Scholars Revitalization Society within thirty (30) days after the Implementation Date.

THE DAY SCHOLARS REVITALIZATION SOCIETY

22. Establishing the Day Scholars Revitalization Society

- 22.01 The Parties agree that the Day Scholars Revitalization Society will use the Fund to support healing, wellness, education, language, culture, and commemoration activities for the Survivor Class Members and the Descendant Class Members. The monies for the Fund shall be held by the Day Scholars Revitalization Society, which will be established as a "not for profit" entity under the *British Columbia Societies Act*, S.B.C. 2015, c. 18 or analogous federal legislation or legislation in any of the provinces or territories prior to the Implementation Date, and will be independent of the Government of Canada, although Canada shall have the right to appoint one representative to the Society Board of Directors.
- 22.02 A draft Day Scholars Revitalization Fund Plan is attached as Schedule F.
- 22.03 The Fund is intended to benefit the Survivor Class Members and Descendant Class Members and to complement and not duplicate any federal government programs.

23. Directors

- 23.01 The Society will have five first directors, to be appointed by the Parties.
- 23.02 The Board of the Society will have national representation and will include one director appointed by Canada. The representative appointed by Canada will not be an employee or public servant of Canada.

24. Responsibilities of Directors

24.01 The Society's Directors shall manage and/or supervise the management of the activities and affairs of the Day Scholars Revitalization Society, which will receive, hold, invest, manage, and disburse the monies described in the Fund provisions of this Agreement and any other monies transferred to the Fund under this Agreement for the purposes of funding healing, wellness, education, language, culture, heritage and commemoration activities for the Survivor Class Members and Descendant Class Members.

COMPENSATION FOR INDIVIDUAL CLAIMANTS

25. Day Scholar Compensation Payments

25.01 Canada will pay the sum of ten thousand dollars (\$10,000) as non-pecuniary general damages, with no reductions whatsoever, to each Claimant whose Claim is approved pursuant to the Claims Process.

25.02 A Claimant is entitled to a Day Scholar Compensation Payment, and their Claim shall be approved, if the Claimant satisfies the following Eligibility Criteria:

- a. the Claim is made with respect to a Day Scholar who was alive on May 30, 2005;
- b. the Claim is delivered to the Claims Administrator prior to the Ultimate Claims Deadline;
- c. the Claim is made with respect to that Day Scholar's attendance at an Indian Residential School that is listed in Schedule E on either List 1 or List 2 during the time periods indicated therein, for any part of a specific School Year that meets all three of the following conditions, namely that it is a School Year for which the Day Scholar or their executor, representative, or heir who applied in place of the Day Scholar:

- i. has not received a Common Experience Payment under the IRSSA;
- ii. has not received and will not receive compensation under the McLean Settlement; and
- iii. has not received compensation under any other settlement with respect to a school listed on Schedule K to the McLean Settlement.

25.03 For greater clarity, for any School Year during which a Survivor Class Member was eligible for, but did not make a claim for the Common Experience Payment under the IRSSA, no Claim for a Day Scholar Compensation Payment under this Agreement may be made in regard to that Survivor Class Member for that School Year.

26. No Cap on Claims

26.01 There is no limit or cap on Canada's total obligation to pay approved Claims. All approved Claims will be paid fully by Canada.

27. Transfer of Monies by Canada

27.01 Canada will transfer monies directly to the Claims Administrator to provide for payment of approved Claims, in accordance with the Claims Process.

28. Social Benefits

28.01 Canada will make its best efforts to obtain the agreement of the provinces and territories that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature, or duration of any social benefits or social assistance benefits payable to a Claimant pursuant to any legislation of any province or territory of Canada.

28.02 Further, Canada will make its best efforts to obtain the agreement of the necessary Departments of the Government of Canada that the receipt of any

payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Claimant pursuant to any federal social benefit programs, including Old Age Security and Canada Pension Plan.

IMPLEMENTATION OF THIS AGREEMENT

29. The Action

- 29.01 The First Re-Amended Statement of Claim in the Action is attached as Schedule A.
- 29.02 The Parties agree that the Plaintiffs will seek leave of the Court, on consent and as part of the application for Court approval of this Agreement, to file the Draft Second Re-Amended Statement of Claim in the Action, which is attached as Schedule H.

30. Certification Order

- 30.01 The Certification Order is attached as Schedule B.
- 30.02 The Parties agree that the Plaintiffs will seek an Order from the Court, on consent and as part of the application for Court approval of this Agreement, issuing the Amended Certification Order, which is attached as Schedule G.

31. Notice Plans

- 31.01 The Parties agree that the Plaintiffs will seek an Order from the Court, on consent, approving a Settlement Agreement Notice Plan, whereby Survivor Class Members and Descendant Class Members will be provided with notice of the Agreement, its terms, how to obtain more information, and how to share their feedback in advance of, and during, the settlement approval hearing.

- 31.02 The Parties further agree that the Plaintiffs will seek an Order from the Court, on consent and as part of the application for Court approval of this Agreement, approving a Settlement Approval Notice Plan, which will provide Survivor Class Members and Descendant Class Members with notice of the Approval Order and how a Claim for compensation can be made.
- 31.03 Canada agrees to pay for the implementation of the Settlement Agreement Notice Plan and the Settlement Approval Notice Plan.

CLAIMS MADE BY PERSONAL REPRESENTATIVES AND DESIGNATED REPRESENTATIVES

32. Compensation If Deceased

- 32.01 Where a Day Scholar has died on or after May 30, 2005, a Claim may be brought on behalf of the deceased Day Scholar's estate or heirs in accordance with the Estate Claims Process set out in Schedule D.

33. Person Under Disability

- 33.01 If a Day Scholar submits a Claim to the Claims Administrator prior to the Ultimate Claims Deadline and the Claim is approved but the Day Scholar is or becomes a Person Under Disability prior to their receipt of a Day Scholar Compensation Payment, that payment will be made to the Personal Representative of the Day Scholar.

34. Hold Harmless Agreement for Claims

- 34.01 Canada, the Claims Administrator, Class Counsel, and the Independent Reviewer, shall not be liable for, and will in fact be held harmless by Claimants, from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including without limitation legal fees, disbursements, and expenses)

or other liabilities of every character whatsoever by reason of or resulting from a payment or non-payment to a Personal Representative or Designated Representative pursuant to this Agreement and any order of the Court approving it.

CLAIMS PROCESS

35. Principles Governing Claims Administration

35.01 The Claims Process is intended to be expeditious, cost-effective, user-friendly, culturally sensitive, and trauma-informed. The intent is to minimize the burden on the Claimants in pursuing their Claims and to mitigate any likelihood of re-traumatization through the Claims Process. The Claims Administrator and Independent Reviewer shall, in the absence of reasonable grounds to the contrary, assume that a Claimant is acting honestly and in good faith. In considering an Application, the Claims Administrator and Independent Reviewer shall draw all reasonable and favourable inferences that can be drawn in favour of the Claimant.

36. Claims Process

36.01 The Claims Process is set out in Schedule C.

CLAIMS ADMINISTRATOR

37. Duties of the Claims Administrator

37.01 The Claims Administrator's duties and responsibilities include the following:

- a. developing, installing, and implementing systems, forms, information, guidelines and procedures for processing Claims in hard or electronic copy, in accordance with this Agreement;

- b. developing, installing, and implementing systems and procedures for making payments of Day Scholar Compensation Payments in accordance with this Agreement;
- c. providing personnel in such reasonable numbers as are required for the performance of its duties, and training and instructing them;
- d. keeping or causing to be kept accurate accounts of its activities and its administration, including preparing such financial statements, reports, and records as are required by the Court;
- e. reporting to the Parties on a monthly basis respecting Claims received and determined, and to which Indian Residential Schools the Claims relate;
- f. responding to enquiries respecting Claims, reviewing Claims, making decisions in respect of Claims, giving notice of its decisions in accordance with this Agreement, and providing information to Claimants regarding the reconsideration process as set out in the Claims Process;
- g. communicating with Claimants in either English or French, as the Claimant elects, and, if a Claimant expresses the desire to communicate in a language other than English or French, making best efforts to accommodate them; and
- h. such other duties and responsibilities as the Court may from time to time direct.

38. Appointment of the Claims Administrator

38.01 The Claims Administrator will be appointed by the Court on the recommendation of the Parties.

39. Duties of the Independent Reviewer

39.01 The role of the Independent Reviewer is to determine any request for reconsideration brought by a Claimant pursuant to the Claims Process set out in Schedule C. The Independent Reviewer(s) will be appointed by the Court on the recommendation of the Parties.

40. Costs of Claims Process

40.01 The costs of the Claims Process, including those of the Claims Administrator and the Independent Reviewer, will be paid by Canada.

41. Approval Order

41.01 The Parties agree that an Approval Order of this Agreement will be sought from the Court in a form to be agreed upon by the Parties and shall include the following provisions:

- a. incorporating by reference this Agreement in its entirety including all Schedules;
- b. ordering and declaring that the Order is binding on all Survivor Class Members and Descendant Class Members, including Persons Under Disability; and
- c. ordering and declaring that the Survivor Class and Descendant Class Claims set out in the First Re-Amended Statement of Claim, filed June 26, 2015, are dismissed, and giving effect to the releases and related clauses set out in sections 42.01 and 43.01 herein to ensure the conclusion of all Survivor Class and Descendant Class claims.

42. Conclusion of Survivor Class and Descendant Class Claims

42.01 The Approval Order sought from the Court will declare that:

- a. Each Survivor Class Member or, if deceased, their estate (hereinafter "Survivor Releasor"), has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted for the Survivor Class in the First Re-Amended Statement of Claim filed June 26, 2015, in the Action or that could have been asserted by any of the Survivor Releasors as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Releasor ever had, now has, or may hereafter have due to their attendance as a Day Scholar at any Indian Residential School at any time.
- b. Each Descendant Class Member or, if deceased, their estate (hereinafter "Descendant Releasor"), has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted for the Descendant Class in the First Re-Amended Statement of Claim filed June 26, 2015, in the Action or that could have been asserted by any of the Descendant Releasors as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Descendant Releasor ever had, now has, or may hereafter have due to their respective parents' attendance as a Day Scholar at any Indian Residential School at any time.
- c. All causes of actions/claims asserted by, and requests for pecuniary, declaratory or other relief with respect to the Survivor Class Members and Descendant Class Members in the First Re-Amended Statement of Claim filed June 26, 2015 are dismissed on consent of the Parties without determination on their merits, and will not be adjudicated as part of the determination of the Band Class claims.

- d. Canada may rely on the above-noted releases as a defence to any lawsuit that purports to seek compensation from Canada for the claims of the Survivor Class and Descendant Class as set out in the First Re-Amended Statement of Claim. For additional certainty, however, the above-noted releases and the Approval Order will not be interpreted as if they release, bar or remove any causes of action or claims that Band Class Members may have in law as distinct legal entities or as entities with standing and authority to advance legal claims for the violation of collective rights of their respective Aboriginal peoples, including to the extent such causes of action, claims and/or breaches of rights or duties owed to the Band Class are alleged in the First Re-Amended Statement of Claim filed June 26, 2015, even if those causes of action, claims and/or breaches of rights or duties are based on alleged conduct towards Survivor Class Members or Descendant Class Members set out elsewhere in either of those documents.
- e. Each Survivor Releasor and Descendant Releasor is deemed to agree that, if they make any claim or demand or take any action or proceeding against another person, persons, or entity in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute, common law, or Quebec civil law, in relation to allegations and matters set out in the Action, including any claim against provinces or territories or other legal entities or groups, including but not limited to religious or other institutions that were in any way involved with Indian Residential Schools, the Survivor Releasor or Descendant Releasor will expressly limit their claim so as to exclude any portion of Canada's responsibility.
- f. Upon a final determination of a Claim made under and in accordance with the Claims Process, each Survivor Releasor and Descendant Releasor is also deemed to agree to release the Parties, Class Counsel, counsel for Canada, the Claims Administrator, the Independent Reviewer, and any other party involved in the Claims Process, with respect to any claims that arise or

could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received.

43. Deemed Consideration by Canada

43.01 Canada's obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in this Agreement and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Survivor Releasers and Descendant Releasers are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims, and demands.

LEGAL FEES AND DISBURSEMENTS

44. Class Counsel Fees and Disbursements

44.01 All legal fees and disbursements of Class Counsel, and the representative plaintiffs' proposed honoraria are the subject of the Fee Agreement, which is subject to review and approval by the Court.

44.02 Court approval of the Fee Agreement is separate and distinct from Court approval of this Agreement. In the event that the Court does not approve the Fee Agreement, in whole or in part, it will have no effect on the approval or implementation of this Agreement.

45. No Other Fees or Disbursements to Be Charged

45.01 The Parties agree that it is their intention that all payments to Survivor Class Members under this Agreement are to be made without any deductions on account of legal fees or disbursements.

TERMINATION AND OTHER CONDITIONS

46. Termination of Agreement

- 46.01 This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled and the Court orders that the Agreement is completed.

47. Amendments

- 47.01 Except as expressly provided in this Agreement, no amendment may be made to this Agreement, including the Schedules, unless agreed to by the Parties in writing and approved by the Court.

48. No Assignment

- 48.01 No amount payable under this Agreement can be assigned and any such assignment is null and void except as expressly provided for in this Agreement. Where a Day Scholar is deceased or is a Person Under Disability, payment for an approved Claim will be made to their Designated Representative or Personal Representative, respectively.

CONFIDENTIALITY

49. Confidentiality

- 49.01 Any information provided, created or obtained in the course of this settlement, whether written or oral, will be kept confidential by the Parties and Class Counsel, all Claimants, the Claims Administrator, and the Independent Reviewer and will not be used for any purpose other than this settlement unless otherwise agreed by the Parties, authorized by this Agreement or applicable federal, provincial or territorial privacy legislation, or ordered by the Court.

50. Destruction of Claimant Information and Records

- 50.01 Within two (2) years of completing the payments of compensation, the Claims Administrator will destroy all Claimant information and documentation in its possession, unless a Claimant, Designated Representative, or Personal Representative specifically requests the return of such information within the two (2) year period. Upon receipt of such request, the Claims Administrator will forward the Claimant information as directed.
- 50.02 Within two (2) years of rendering a reconsideration decision, the Independent Reviewer will destroy all Claimant information and documentation in their possession, unless a Claimant, Designated Representative, or Personal Representative specifically requests the return of such information within the two (2) year period. Upon receipt of such request, the Independent Reviewer will forward the Claimant information as directed.
- 50.03 Prior to destruction of the records, the Claims Administrator and Independent Reviewer shall create and provide to Canada a list showing the (i) Day Scholar, (ii) School Year(s) of attendance, and (iii) Indian Residential School(s), with respect to which each Day Scholar Compensation Payment was made. Notwithstanding anything else in this Agreement, this list must be retained by Canada in strict confidence and can only be used in a legal proceeding or settlement where it is relevant as demonstrating, which the Parties agree they will do without further proof, which individuals received the Day Scholar Compensation Payment for which School Year(s) and with regard to which Indian Residential School(s).

51. Confidentiality of Negotiations

- 51.01 Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the exchanges of letters of offer and acceptance, and this Agreement continues in force.

CO-OPERATION


52. Co-operation With Canada

52.01 Upon execution of this Agreement, the representative plaintiffs and Class Counsel will co-operate with Canada and make best efforts to obtain Court approval of this Agreement and make reasonable efforts to obtain the support and participation of Survivor Class Members and Descendant Class Members in all aspects of this Agreement.

53. Public Announcements

53.01 At the time agreed upon, the Parties will make public announcements in support of this Agreement and continue to speak publicly in favour of the Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of this 4th day of June, 2021.



For the Plaintiffs

JOHN KINGMAN PHILLIPS

Barrister & Solicitor

Waddell Phillips Professional Corporation, per
John K. Phillips
Class Counsel

For the Plaintiffs

Peter R. Grant Law Corporation, per
Peter R. Grant
Class Counsel

CO-OPERATION

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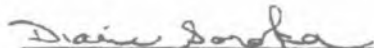
For the Plaintiffs

Waddell Phillips Professional Corporation, per
John K. Phillips
Class Counsel



For the Plaintiffs

Peter R. Grant
Peter Grant Law
Peter R. Grant Law Corporation, per **P2137**
Peter R. Grant **#407-808 Nelson Street**
Class Counsel **Vancouver B.C. V6Z 2H2**



For the Plaintiffs

Diane Soroka Avocate Inc., per
Diane H. Soroka
Class Counsel

**Boudreau,
Annie**

Digitally signed by
Boudreau, Annie
Date: 2021.06.03 08:32:16
-04'00'

For the Defendants

Annie Boudreau
Chief Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern
Affairs Canada

For the Plaintiffs

Diane Soroka Avocate Inc., per
Diane H. Soroka
Class Counsel

**Boudreau,
Annie**

Digitally signed by
Boudreau, Annie
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For the Defendants

Annie Boudreau
Chief Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern
Affairs Canada

Schedule A

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FEDERAL COURT
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Amended Pursuant to the Order of Justice Harrington
Made June 3, 2015

Court File No. T-1542-13

Date JUN 26 2015

Registrar
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PROPOSED CLASS PROCEEDING

FORM 171A - Rule 171

FEDERAL COURT

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, on his own behalf and on behalf of all the members
of the TK'EMLUPS TE SECWÉPEMC INDIAN BAND and the TK'EMLUPS TE
SECWÉPEMC INDIAN BAND,

CHIEF GARRY FESCHUK, on his own behalf and on behalf of all the members of the
SECHELT INDIAN BAND and the SECHELT INDIAN BAND,

VIOLET CATHERINE GOTTFRIEDSON, ~~DOREEN LOUISE SEYMOUR,~~
CHARLOTTE ANNE VICTORINE GILBERT, ~~VICTOR FRASER,~~ DIENA MARIE
JULES, AMANDA DEANNE BIG SORREL HORSE, DARLENE MATILDA BULPIT,
FREDERICK JOHNSON, ABIGAIL MARGARET AUGUST, ~~SHELLY NADINE~~
~~HOEINE,~~ DAPHNE PAUL, ~~AARON JOE~~ and RITA POULSEN

PLAINTIFFS

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by
THE ATTORNEY GENERAL OF CANADA

DEFENDANT

FIRST RE-AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiffs' solicitor or, where the plaintiffs do not have a solicitor, serve it on the plaintiffs, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

(Date)

Issued by: _____
(Registry Officer)

Address of local office: _____

TO:

Her Majesty the Queen in Right of Canada,
Minister of Indian Affairs and Northern Development, and
Attorney General of Canada
Department of Justice
900 - 840 Howe Street
Vancouver, B.C. V6Z 2S9

RELIEF SOUGHT

The Survivor Class

I. The Representative Plaintiffs of the Survivor Class, on their own behalf, and on behalf of the members of the Survivor Class, claim:

- (a) ~~an Order certifying this proceeding as a Class Proceeding pursuant to the Federal Court Class Proceedings Rules ("CPR") and appointing them as Representative Plaintiffs for the Survivor Class and any appropriate subgroup of that Class;~~
- (b) a Declaration that Canada owed and was in breach of fiduciary, constitutionally-mandated, statutory and common law duties to the Plaintiffs and the other Survivor Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the ~~Identified~~ Residential Schools;
- (c) a Declaration that members of the Survivor Class have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- (d) a Declaration that Canada breached the linguistic and cultural rights (Aboriginal Rights or otherwise) Aboriginal Rights of the Survivor Class;
- (e) a Declaration that the Residential Schools Policy and the ~~Identified~~ Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Survivor Class;
- (f) a Declaration that Canada is liable to the Survivor Class Representative Plaintiffs and other Survivor Class members for the damages caused by its breach of fiduciary, constitutionally-mandated, statutory and common law duties, and Aboriginal Rights and for the intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the ~~Identified~~ Residential Schools;
- (g) non-pecuniary general damages for breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights and intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, negligence and intentional infliction of mental distress for which Canada is liable;

- (h) pecuniary general damages and special damages for negligence, loss of income, loss of earning potential, loss of economic opportunity, loss of educational opportunities, breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights and and intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the cost of care, and to restore, protect and preserve the linguistic and cultural heritage of the members of the Survivor Class for which Canada is liable;
- (i) exemplary and punitive damages for which Canada is liable ;
- (j) prejudgment and post-judgment interest;
- (k) the costs of this action; and
- (l) such further and other relief as this Honourable Court may deem just.

The Descendant Class

2. The Representative Plaintiffs of the Descendant Class, on their own behalf and on behalf of the members of the Descendant Class, claim:

- (a) ~~an Order certifying this proceeding as a Class Proceeding pursuant to the GPR and appointing them as Representative Plaintiffs for the Descendant Class and any appropriate subgroup of that Class;~~
- (b) a Declaration that Canada owed and was in breach of fiduciary, constitutionally-mandated, statutory and common law duties to the Plaintiffs and the other Descendant Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the ~~Identified~~ Residential Schools;
- (c) a Declaration that the Descendant Class have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- (d) a Declaration that Canada breached the linguistic and cultural rights (Aboriginal Rights or otherwise) ~~Aboriginal Rights~~ of the Descendant Class;
- (e) a Declaration that the Residential Schools Policy and the ~~Identified~~ Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Descendant Class;
- (f) a Declaration that Canada is liable to the Plaintiffs and other Descendant Class members for the damages caused by its breach of fiduciary, constitutionally-

mandated, statutory and common law duties and Aboriginal Rights as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the ~~Identified~~ Residential Schools;

- (g) non-pecuniary general damages for breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights as well as breaches of International Conventions and Covenants, and breaches of international law, for which Canada is liable;
- (h) pecuniary general damages and special damages for breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the cost of care, and to restore, protect and preserve the linguistic and cultural heritage of the members of the Descendant Class for which Canada is liable;
- (i) exemplary and punitive damages for which Canada is liable;
- (j) pre-judgment and post-judgment interest;
- (k) the costs of this action; and
- (l) such further and other relief as this Honourable Court may deem just;

The Band Class

3. The Representative Plaintiffs of the Band Class claim:

- (a) ~~an Order certifying this proceeding as a Class Proceeding pursuant to the CPR and appointing them as Representative Plaintiffs for the Band Class;~~
- (b) a Declaration that the Sechelt Indian Band (referred to as the shíshálh or shíshálh band) and Tk'emlúps Band, and all members of the Band Class, have ~~existing~~ Aboriginal Rights ~~within the meaning of s. 35(1) of the Constitution Act, 1982~~ to speak their traditional languages and engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- (c) a Declaration that Canada owed and was in breach of fiduciary, constitutionally-mandated, statutory and common law duties as well as breaches of International Conventions and Covenants, and breaches of international law, to the Band Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the SIRS and the KIRS, and other Identified Residential Schools;

- (d) a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Band Class;
- (e) a Declaration that Canada was or is in breach of the Band Class members' linguistic and cultural rights, (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Residential Schools Policy, and the Identified Residential Schools; Aboriginal Rights;
- (f) a Declaration that Canada is liable to the Band Class members for the damages caused by its breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Identified Residential Schools;
- (g) non-pecuniary and pecuniary general damages and special damages for breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost of care and development of wellness plans for individual members of the bands in the Band Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Bands for which Canada is liable;
- (h) the construction of healing centres in the Band Class communities by Canada;
- (i) exemplary and punitive damages for which Canada is liable;
- (j) pre-judgment and post-judgment interest;
- (k) the costs of this action; and
- (l) such further and other relief as this Honourable Court may deem just.

DEFINITIONS

4. The following definitions apply for the purposes of this Claim:

- (a) "Aboriginal(s)", "Aboriginal Person(s)" or "Aboriginal Child(ren)" means a person or persons whose rights are recognized and affirmed by the *Constitution Act*, 1982, s. 35;

- (b) "Aboriginal Right(s)" means any or all of the aboriginal and treaty rights recognized and affirmed by the *Constitution Act*, 1982, s. 35;
- (c) "Act" means the *Indian Act*, R.S.C. 1985, c. I-5 and its predecessors as have been amended from time to time;
- (d) "Agents" means the servants, contractors, agents, officers and employees of Canada and the operators, managers, administrators and teachers and staff of each of the Residential Schools;
- (e) "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006 entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- (f) "Band Class" means the Tk'emlúps te Secwépemc Indian Band and the shíshálh band and any other Aboriginal Indian Band(s) which:
 - (i) has or had some members who are or were members of the Survivor Class, or in whose community a Residential School is located; and
 - (ii) is specifically added to this claim with one or more specifically identified Residential Schools.
- (g) "Canada" means the Defendant, Her Majesty the Queen in right of Canada as represented by the Attorney General of Canada;
- (h) "Class" or "Class members" means all members of the Survivor Class, Descendant Class and Band Class as defined herein;
- (i) "Class Period" means 1920 to ~~1979~~ 1997;
- (j) "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- (k) "Descendant Class" means the first generation of all persons who are descended from Survivor Class members or persons who were legally or traditionally adopted by a Survivor Class Member or their spouse;
- (l) "Identified Residential School(s)" means the KIRS or the SIRS ~~or any other Residential School specifically identified by a member of the Band Class~~;
- (m) "KIRS" means the Kamloops Indian Residential School;
- (n) "Residential Schools" means all Indian Residential Schools recognized under the Agreement;

- (o) "Residential Schools Policy" means the policy of Canada with respect to the implementation of Indian Residential Schools;
- (p) "SIRS" means the Sechelt Indian Residential School;
- (q) "Survivor Class" means all Aboriginal persons who attended as a student or for educational purposes for any period at an identified Residential School, during the Class Period excluding, for any individual class member, such periods of time for which that class member received compensation by way of the Common Experience Payment under the Indian Residential Schools Settlement Agreement.

THE PARTIES

The Plaintiffs

5. The Plaintiff, Darlene Matilda Bulpit (nee Joe) resides on shíshálh band lands in British Columbia. Darlene Matilda Bulpit was born on August 23, 1948 and attended the SIRS for nine years, between the years 1954 and 1963. Darlene Matilda Bulpit is a ~~proposed~~ Representative Plaintiff for the Survivor Class.

6. The Plaintiff, Frederick Johnson resides on shíshálh band lands in British Columbia. Frederick Johnson was born on July 21, 1960 and attended the SIRS for ten years, between the years 1966 and 1976. Frederick Johnson is a ~~proposed~~ Representative Plaintiff for the Survivor Class.

~~7. The Plaintiff, Abigail Margaret August (nee Joe) resides on shíshálh band lands in British Columbia. Abigail Margaret August was born on August 21, 1954 and attended the SIRS for eight years, between the years 1959 and 1967. Abigail Margaret August is a proposed Representative Plaintiff for the Survivor Class.~~

~~8. The Plaintiff, Shelly Nadine Hochno (nee Joe) resides on shíshálh band lands in British Columbia. Shelly Nadine Hochno was born on June 23, 1952 and attended the SIRS for eight years, between the years 1958 and 1966. Shelly Nadine Hochno is a proposed Representative Plaintiff for the Survivor Class.~~

9. The Plaintiff, Daphne Paul resides on shíshálh band lands in British Columbia. Daphne Paul was born on January 13, 1948 and attended the SIRS for eight years, between the years 1953 and 1961. Daphne Paul is a ~~proposed~~ Representative Plaintiff for the Survivor Class.

10. The Plaintiff, Violet Catherine Gottfriedson resides on the Tk'emlúps te Secwépemc Indian Band reserve in British Columbia. Violet Catherine Gottfriedson was born on March 30, 1945 and attended the KIRS for four years, between the years 1958 and 1962. Violet Catherine Gottfriedson is a ~~proposed~~ Representative Plaintiff for the Survivor Class.

~~11. The Plaintiff, Doreen Louise Seymour resides on the Tk'emlúps te Secwépemc Indian Band reserve in British Columbia. Doreen Louise Seymour was born on September 7, 1955 and attended the KIRS for five years, between the years 1961 and 1966. Doreen Louise Seymour is a proposed Representative Plaintiff for the Survivor Class.~~

12. The Plaintiff, Charlotte Anne Victorine Gilbert (nee Larue) resides in Williams Lake in British Columbia. Charlotte Anne Victorine Gilbert was born on May 24, 1952 and attended the KIRS for seven years, between the years 1959 and 1966. Charlotte Anne Victorine Gilbert is a ~~proposed~~ Representative Plaintiff for the Survivor Class.

~~13. The Plaintiff, Victor Fraser (also known as Victor Trezio) resides on the Tk'emlúps te Secwépemc Indian Band reserve in British Columbia. Victor Fraser was born on June 11, 1957~~

~~and attended the KIRS for six years, between the years 1962 and 1968. Victor Fraser is a proposed Representative Plaintiff for the Survivor Class.~~

14. The Plaintiff, Dena Marie Jules resides on the Tk'emlúps te Secwépemc Indian Band reserve in British Columbia. Dena Marie Jules was born on September 12, 1955 and attended the KIRS for six years, between the years 1962 and 1968. Dena Marie Jules is a ~~proposed~~ Representative Plaintiff for the Survivor Class.

~~15. The Plaintiff, Aaron Joe, resides on shishálh band lands. Aaron Joe was born on January 19, 1972 and is the son of Valerie Joe, who attended the SIRS as a day scholar. Aaron Joe is a proposed Representative Plaintiff for the Descendant Class.~~

16. The Plaintiff, Rita Poulsen, resides on shishálh band lands. Rita Poulsen was born on March 8, 1974 and is the daughter of Randy Joe, who attended the SIRS as a day scholar. Rita Poulsen is a ~~proposed~~ Representative Plaintiff for the Descendant Class.

17. The Plaintiff, Amanda Deanne Big Sorrel Horse resides on the Tk'emlúps te Secwépemc Indian Band reserve. Amanda Deanne Big Sorrel Horse was born on December 26, 1974 and is the daughter of Jo-Anne Gottfriedson who attended the KIRS for six years between the years 1961 and 1967. Amanda Deanne Big Sorrel Horse is a ~~proposed~~ Representative Plaintiff for the Descendant Class.

18. The Tk'emlúps te Secwépemc Indian Band and the shishálh band are "bands" as defined by the Act and they both ~~propose to~~ act as Representative Plaintiffs for the Band Class. The Band Class members represent the collective interests and authority of each of their respective communities.

19. The individual Plaintiffs and the proposed Survivor and Descendant Class members are largely members of the shishálh band and Tk'emlúps Indian Band, and members of Canada's First Nations and/or are the sons and daughters of members of these Aboriginal collectives. The individual Plaintiffs and Survivor and Descendant Class members are Aboriginal Persons within the meaning of the *Constitution Act, 1982*, s. 35.

The Defendant

20. Canada is represented in this proceeding by the Attorney General of Canada. The Attorney General of Canada represents the interests of Canada and the Minister of Aboriginal Affairs and Northern Development Canada and predecessor Ministers who were responsible for "Indians" under s.91(24) of the *Constitution Act, 1867*, and who were, at all material times, responsible for the formation and implementation of the Residential Schools Policy, and the maintenance and operation of the KIRS and the SIRS.

STATEMENT OF FACTS

21. Over the course of the last several years, Canada has acknowledged the devastating impact of its Residential Schools Policy on Canada's Aboriginal Peoples. Canada's Residential Schools Policy was designed to eradicate Aboriginal culture and identity and assimilate the Aboriginal Peoples of Canada into Euro-Canadian society. Through this policy, Canada ripped away the foundations of identity for generations of Aboriginal People and caused incalculable harm to both individuals and communities.

22. The direct beneficiary of the Residential Schools Policy was Canada as its obligations would be reduced in proportion to the number, and generations, of Aboriginal Persons who would no longer recognize their Aboriginal identity and would reduce their claims to rights (01447063.2)

under the Act and Canada's fiduciary, constitutionally-mandated, statutory and common law duties.

23. Canada was also a beneficiary of the Residential Schools Policy, as the policy served to weaken the claims of Aboriginal Peoples to their traditional lands and resources. The result was a severing of Aboriginal People from their cultures, traditions and ultimately their lands and resources. This allowed for exploitation of those lands and resources by Canada, not only without Aboriginal Peoples' consent but also, contrary to their interests, the Constitution of Canada and the Royal Proclamation of 1763.

24. The truth of this wrong and the damage it has wrought has now been acknowledged by the Prime Minister on behalf of Canada, and through the pan-Canadian settlement of the claims of those who *resided at* Canada's Residential Schools by way of the Agreement implemented in 2007. Notwithstanding the truth and acknowledgement of the wrong and the damages caused, many members of Canada's Aboriginal communities were excluded from the Agreement, not because they did not *attend* Residential Schools and suffer Cultural, Linguistic and Social Damage, but simply because they did not *reside at* Residential Schools.

25. This claim is on behalf of the members of the Survivor Class, namely those who attended ~~an Identified~~ Residential School for the Cultural, Linguistic and Social Damage occasioned by that attendance, as well as on behalf of the Descendant Class, who are the first generation descendants of those within the Survivor Class, and the Band Class, consisting of the Aboriginal communities within which the ~~Identified~~ Residential Schools were situated, or whose members belong to ~~and within which the majority of~~ the Survivor and Descendant Class ~~members live~~.

26. The claims of the ~~proposed~~ Representative Plaintiffs are for the harm done to the Representative Plaintiffs as a result of members of the Survivor Class *attending* the KIRS and the SIRS and being exposed to the operation of the Residential Schools Policy and do not include the claims arising from residing at the KIRS or the SIRS for which specific compensation has been paid under the Agreement. This claim seeks compensation for the victims of that policy whose claims have been ignored by Canada and were excluded from the compensation in the Agreement.

The Residential School System

27. Residential Schools were established by Canada prior to 1874, for the education of Aboriginal Children. Commencing in the early twentieth century, Canada began entering into formal agreements with various religious organizations (the "Churches") for the operation of Residential Schools. Pursuant to these agreements, Canada controlled, regulated, supervised and directed all aspects of the operation of Residential Schools. The Churches assumed the day-to-day operation of many of the Residential Schools under the control, supervision and direction of Canada, for which Canada paid the Churches a *per capita* grant. In 1969, Canada took over operations directly.

28. As of 1920, the Residential Schools Policy included compulsory *attendance* at Residential Schools for all Aboriginal Children aged 7 to 15. Canada removed most Aboriginal Children from their homes and Aboriginal communities and transported them to Residential Schools which were often long distances away. However, in some cases, Aboriginal Children lived in their homes and communities and were similarly required to attend Residential Schools as day students and not residents. This practice applied to even more children in the later years

of the Residential Schools Policy. While at Residential School, all Aboriginal Children were confined and deprived of their heritage, their support networks and their way of life, forced to adopt a foreign language and a culture alien to them and punished for non-compliance.

29. The purpose of the Residential Schools Policy was the complete integration and assimilation of Aboriginal Children into the Euro-Canadian culture and the obliteration of their traditional language, culture, religion and way of life. Canada set out and intended to cause the Cultural, Linguistic and Social Damage which has harmed Canada's Aboriginal Peoples and Nations. ~~In addition to the inherent cruelty of the~~ As a result of Canada's requirements for the forced attendance of the Survivor Class members under the Residential Schools Policy itself, many children attending Residential Schools were also subject to spiritual, physical, sexual and emotional abuse, all of which continued until the year 1997, when the last Residential School was closed.

30. Canada chose to be disloyal to its Aboriginal Peoples, implementing the Residential Schools Policy in its own self-interest, including economic self-interest, and to the detriment and exclusion of the interests of the Aboriginal Persons to whom Canada owed fiduciary and constitutionally-mandated duties. The intended eradication of Aboriginal identity, culture, language, and spiritual practices ~~and religion~~, to the extent successful, results in the reduction of the obligations owed by Canada in proportion to the number of individuals, over generations, who would no longer identify as Aboriginal and who would be less likely to make claims to their rights as Aboriginal Persons.

The Effects of the Residential Schools Policy on the Class Members

Tk'emlúps Indian Band

(01447063.2)

31. Tk'emlúpsəmc, 'the people of the confluence', now known as the Tk'emlúps te Secwépəmc Indian Band are members of the northernmost of the Plateau People and of the Interior-Salish Secwépəmc (Shuswap) speaking peoples of British Columbia. The Tk'emlúps Indian Band was established on a reserve now adjacent to the City of Kamloops, where the KIRS was subsequently established. Most, if not all, of the students who *attended*, but did not *reside at* the KIRS were or are members of the Tk'emlúps Indian Band, resident or formerly resident on the reserve.

32. Secwepemctsin is the language of the Secwépəmc, and it is the unique means by which the cultural, ecological, and historical knowledge and experience of the Secwépəmc people is understood and conveyed between generations. It is through language, spiritual practices and passage of culture and traditions including their rituals, drumming, dancing, songs and stories, that the values and beliefs of the Secwépəmc people are captured and shared. From the Secwépəmc perspective all aspects of Secwépəmc knowledge, including their culture, traditions, laws and languages, are vitally and integrally linked to their lands and resources.

33. Language, like the land, was given to the Secwépəmc by the Creator for communication to the people and to the natural world. This communication created a reciprocal and cooperative relationship between the Secwépəmc and the natural world which enabled them to survive and flourish in harsh environments. This knowledge, passed down to the next generation orally, contained the teachings necessary for the maintenance of Secwépəmc culture, traditions, laws and identity.

34. For the Secwépəmc, their spiritual practices, songs, dances, oral histories, stories and ceremonies were an integral part of their lives and societies. These practices and traditions are

absolutely vital to maintain. Their songs, dances, drumming and traditional ceremonies connect the Secwépemc to their land and continually remind the Secwépemc of their responsibilities to the land, the resources and to the Secwépemc people.

35. Secwépemc ceremonies and spiritual practices, including their songs, dances, drumming and passage of stories and history, perpetuate their vital teachings and laws relating to the harvest of resources, including medicinal plants, game and fish, and the proper and respectful protection and preservation of resources. For example, in accordance with Secwépemc laws, the Secwépemc sing and pray before harvesting any food, medicines, and other materials from the land, and make an offering to thank the Creator and the spirits for anything they take. The Secwépemc believe that all living things have spirits and must be shown utmost respect. It was these vital, integral beliefs and traditional laws, together with other elements of Secwépemc culture and identity, that Canada sought to destroy with the Residential Schools Policy.

Shíshálh band

36. The shíshálh Nation, a division of the Coast Salish First Nations, originally occupied the southern portion of the lower coast of British Columbia. The shíshálh People settled the area thousands of years ago, and occupied approximately 80 village sites over a vast tract of land. The shíshálh People are made up of four sub-groups that speak the language of Shashishalhem, which is a distinct and unique language, although it is part of the Coast Salish Division of the Salishan Language.

37. Shíshálh tradition describes the formation of the shíshálh world (Spelmulh story). Beginning with the creator spirits, who were sent by the Divine Spirit to form the world, they

carved out valleys leaving a beach along the inlet at Porpoise Bay. Later, the transformers, a male raven and a female mink, added details by carving trees and forming pools of water.

38. The shíshálh culture includes singing, dancing and drumming as an integral part of their culture and spiritual practices, a connection with the land and the Creator and passing on the history and beliefs of the people. Through song and dance the shíshálh People would tell stories, bless events and even bring about healing. Their songs, dances and drumming also signify critical seasonal events that are integral to the shíshálh. Traditions also include making and using masks, baskets, regalia and tools for hunting and fishing. It was these vital, integral beliefs and traditional laws, together with other elements of the shíshálh culture and identity, that Canada sought to destroy with the Residential Schools Policy.

The Impact of the ~~Identified~~ Residential schools

39. For all of the Aboriginal Children who were compelled to attend the ~~Identified~~ Residential Schools, rigid discipline was enforced as per the Residential Schools Policy. While at school, children were not allowed to speak their Aboriginal language, even to their parents, and thus members of these Aboriginal communities were forced to learn English.

40. Aboriginal culture was strictly suppressed by the school administrators in compliance with the policy directives of Canada including the Residential Schools Policy. At the SIRS, ~~converts to Catholicism~~ members of shíshálh were forced to burn or give to the agents of Canada centuries-old totem poles, regalia, masks and other "paraphernalia of the medicine men" and to abandon their potlatches, dancing and winter festivities, and other elements integral to the Aboriginal culture and society of the shíshálh and Secwépemc peoples.

41. Because the SIRS was physically located in the shíshálh community, ~~the church~~ and Canada's government eyes, both directly and through its Agents, were upon the elders and they were punished severely for practising their culture or speaking their language or passing this on to future generations. In the midst of that scrutiny, the Class members struggled, often unsuccessfully, to practice, protect and preserve their songs, masks, dancing or other cultural practices

42. The Tk'emlúps te Secwépemc suffered a similar fate due to their proximity to the KIRS.

43. The children at the ~~Identified~~ Residential Schools were ~~indoctrinated into Christianity~~, and taught to be ashamed of their Aboriginal identity, culture, spirituality and practices. They were referred to as, amongst other derogatory epithets, "dirty savages" and "heathens" and taught to shun their very identities. The Class members' Aboriginal way of life, traditions, cultures and spiritual practices were supplanted with the Euro-Canadian identity imposed upon them by Canada through the Residential Schools Policy.

44. This implementation of the Residential Schools Policy further damaged the Survivor Class members of the ~~Identified~~ Residential Schools, who returned to their homes at the end of the school day and, having been taught in the school that the traditional teachings of their parents, grandparents and elders were of no value and, in some cases, "heathen" practices and beliefs, would dismiss the teachings of their parents, grandparents and elders.

45. The assault on their traditions, laws, language and culture through the implementation of the Residential Schools Policy by Canada, directly and through its

Agents, has continued to undermine the individual Survivor Class members, causing a loss of self-esteem, depression, anxiety, suicidal ideation, suicide, physical illnesses without clear causes, difficulties in parenting, difficulties in maintaining positive relationships, substance abuse and violence, among other harms and losses, all of which has impacted the Descendant Class.

46. The Band Class members have lost, in whole or in part, their traditional economic viability, self-government and laws, language, land base and land-based teachings, traditional spiritual practices and religious practices, and the integral sense of their collective identity.

47. The Residential Schools Policy, delivered through the ~~Identified~~ Residential Schools, wrought cultural, linguistic and social devastation on the communities of the Band Class and altered their traditional way of life.

Canada's Settlement with Former Residential School Residents

48. From the closure of the ~~Identified~~ Residential Schools ~~in the 1970's~~ until the late 1990's, Canada's Aboriginal communities were left to battle the damages and suffering of their members as a result of the Residential Schools Policy, without any acknowledgement from Canada. During this period, Residential School survivors increasingly began speaking out about the horrible conditions and abuse they suffered, and the dramatic impact it had on their lives. At the same time, many survivors committed suicide or self-medicated to the point of death. The deaths devastated not only the members of the Survivor Class and the Descendant Class, but also the life and stability of the communities represented by the Band Class.

49. In January 1998, Canada issued a Statement of Reconciliation acknowledging and apologizing for the failures of the Residential Schools Policy. Canada admitted that the Residential Schools Policy was designed to assimilate Aboriginal Persons and that it was wrong to pursue that goal. The Plaintiffs plead that the Statement of Reconciliation by Canada is an admission by Canada of the facts and duties set out herein and is relevant to the Plaintiffs' claim for damages, particularly punitive damages.

50. The Statement of Reconciliation stated, in part, as follows:

Sadly, our history with respect to the treatment of Aboriginal people is not something in which we can take pride. Attitudes of racial and cultural superiority led to a suppression of Aboriginal culture and values. As a country we are burdened by past actions that resulted in weakening the identity of Aboriginal peoples, suppressing their languages and cultures, and outlawing spiritual practices. We must recognize the impact of these actions on the once self sustaining nations that were disaggregated, disrupted, limited or even destroyed by the dispossession of traditional territory, by the relocation of Aboriginal people, and by some provisions of the Indian Act. We must acknowledge that the results of these actions was the erosion of the political, economic and social systems of Aboriginal people and nations.

Against the backdrop of these historical legacies, it is a remarkable tribute to the strength and endurance of Aboriginal people that they have maintained their historic diversity and identity. The Government of Canada today formally expresses to all Aboriginal people in Canada our profound regret for past actions of the Federal Government which have contributed to these difficult pages in the history of our relationship together.

One aspect of our relationship with Aboriginal people over this period that requires particular attention is the Residential School System. This system separated many children from their families and communities and prevented them from speaking their own languages and from learning about their heritage and cultures. In the worst cases, it left legacies of personal pain and distress that continued to reverberate in Aboriginal communities to this date. Tragically, some children were the victims of physical and sexual abuse.

The Government of Canada acknowledges the role it played in the development and administration of these schools. Particularly to those individuals who experienced the tragedy of sexual and physical abuse at Residential Schools, and who have carried this burden believing that in some way they must be responsible, we wish to emphasize that what you experienced was not your fault and should never have happened. To those of you who suffered this tragedy at Residential Schools, we are deeply sorry. In dealing with the legacies of the Residential School program, the Government of Canada proposes to work with First Nations, Inuit, Metis people, the Churches and other interested parties to resolve the longstanding issues that must be addressed. We need to work together on a healing strategy to assist individuals and communities in dealing with the consequences of this sad era of our history...

Reconciliation is an ongoing process. In renewing our partnership, we must ensure that the mistakes which marked our past relationship are not repeated. The Government of Canada recognizes that policies that sought to assimilate Aboriginal people, women and men, were not the way to build a strong community...

51. On or about May 10, 2006, Canada entered into the Agreement to provide compensation primarily to those who *resided at* Residential Schools.

52. The Agreement provides for two types of individualized compensation: the Common Experience Payment ("CEP") for the fact of having resided at a Residential School, and compensation based upon an Independent Assessment Process ("IAP"), to provide compensation for certain abuses suffered and harms these abuses caused.

53. The CEP consisted of compensation for former *residents* of a Residential School in the amount of \$10,000 for the first school year or part of a school year and a further \$3,000 for each subsequent school year or part of a school year of *residence* at a Residential School. The CEP was payable based upon residence at a Residential School out of a recognition that the experience of assimilation was damaging and worthy of compensation, regardless of whether a student experienced physical, sexual or other abuse while at the Residential School.

Compensation for the latter was payable through the IAP. The CEP was available only to former
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residents of a Residential School while, in some cases, the IAP was available not only to former residents but also other young people who were lawfully on the premises of a Residential School, including former day students.

54. The implementation of the Agreement represented the first time Canada agreed to pay compensation for Cultural, Linguistic and Social Damage. Canada refused to incorporate compensation for members of the Survivor Class, namely, those students who *attended* the ~~Identified Residential Schools, or other~~ Residential Schools, but who did not *reside* there.

55. The Agreement was approved by provincial and territorial superior courts from British Columbia to Quebec, and including the Northwest Territories, Yukon Territory and Nunavut, and the Agreement was implemented beginning on September 20, 2007.

56. On June 11, 2008, Prime Minister Stephen Harper on behalf of Canada, delivered an apology ("Apology") that acknowledged the harm done by Canada's Residential Schools Policy:

For more than a century, Indian Residential Schools separated over 150,000 Aboriginal children from their families and communities. In the 1870's, the federal government, partly in order to meet its obligation to educate Aboriginal children, began to play a role in the development and administration of these schools. Two primary objectives of the Residential Schools system were to remove and isolate children from the influence of their homes, families, traditions and cultures, and to assimilate them into the dominant culture. These objectives were based on the assumption Aboriginal cultures and spiritual beliefs were inferior and unequal. Indeed, some sought, as it was infamously said, "to kill the Indian in the child". Today, we recognize that this policy of assimilation was wrong, has caused great harm, and has no place in our country. [emphasis added]

57. In this Apology, the Prime Minister made some important acknowledgments regarding the Residential Schools Policy and its impact on Aboriginal Children:

The Government of Canada built an educational system in which very young children were often forcibly removed from their homes, often taken far from their communities. Many were inadequately fed, clothed and housed. All were deprived of the care and nurturing of their parents, grandparents and communities. First Nations, Inuit and Métis languages and cultural practices were prohibited in these schools. Tragically, some of these children died while attending residential schools and others never returned home.

The government now recognizes that the consequences of the Indian Residential Schools policy were profoundly negative and that this policy has had a lasting and damaging impact on Aboriginal culture, heritage and language.

The legacy of Indian Residential Schools has contributed to social problems that continue to exist in many communities today.

* * *

We now recognize that it was wrong to separate children from rich and vibrant cultures and traditions, that it created a void in many lives and communities, and we apologize for having done this. We now recognize that, in separating children from their families, we undermined the ability of many to adequately parent their own children and sowed the seeds for generations to follow, and we apologize for having done this. We now recognize that, far too often, these institutions gave rise to abuse or neglect and were inadequately controlled, and we apologize for failing to protect you. Not only did you suffer these abuses as children, but as you became parents, you were powerless to protect your own children from suffering the same experience, and for this we are sorry.

The burden of this experience has been on your shoulders for far too long. The burden is properly ours as a Government, and as a country. There is no place in Canada for the attitudes that inspired the Indian Residential Schools system to ever prevail again. You have been working on recovering from this experience for a long time and in a very real sense, we are now joining you on this journey. The Government of Canada sincerely apologizes and asks the forgiveness of the Aboriginal peoples of this country for failing them so profoundly.

58. Notwithstanding the Apology and the acknowledgment of wrongful conduct by Canada, as well as the call for recognition from Canada's Aboriginal communities and from the Truth and Reconciliation Commission in its Interim Report of February 2012, the exclusion of

the Survivor Class from the Agreement by Canada reflects Canada's continued failure to members of the Survivor Class. Canada continues, as it did from the 1970s until 2006 with respect to 'residential students', to deny the damage suffered by the individual Plaintiffs and the members of the Survivor, Descendant and Band Classes.

Canada's Breach of Duties to the Class Members

59. From the formation of the Residential Schools Policy to its execution in the form of forced attendance at the ~~Identified~~ Residential Schools, Canada utterly failed the Survivor Class members, and in so doing, destroyed the foundations of the individual identities of the Survivor Class members, stole the heritage of the Descendant Class members and caused incalculable losses to the Band Class members.

60. The Survivor Class members, Descendant Class members and Band Class members have all been affected by family dysfunction, a crippling or elimination of traditional ceremonies, and a loss of the hereditary governance structure which allowed for the ability to govern their peoples and their lands.

61. While attending the ~~Identified~~ Residential School the Survivor Class members were utterly vulnerable, and Canada owed them the highest fiduciary, moral, statutory, constitutionally-mandated and common law duties, which included, but were not limited to, the duty to protect Aboriginal Rights and prevent Cultural, Linguistic and Social Damage. Canada breached these duties, and failed in its special responsibility to ensure the safety and well-being of the Survivor Class while at the ~~Identified~~ Residential Schools.

Canada's Duties

62. Canada was responsible for developing and implementing all aspects of the Residential Schools Policy, including carrying out all operational and administrative aspects of Residential Schools. While the Churches were ~~often~~ used as Canada's Agents to assist Canada in carrying out its objectives, those objectives and the manner in which they were carried out were the obligations of Canada. Canada was responsible for:

- (a) the administration of the Act and its predecessor statutes as well as all other statutes relating to Aboriginal Persons and all Regulations promulgated under these Acts and their predecessors during the Class Period;
- (b) the management, operation and administration of the Department of Indian Affairs and Northern Development and its predecessors and related Ministries and Departments, as well as the decisions taken by those ministries and departments;
- (c) the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of the ~~Identified~~ Residential Schools and for the creation, design and implementation of the program of education for Aboriginal Persons in attendance;
- (d) the selection, control, training, supervision and regulation of the operators of the ~~Identified~~ Residential Schools, including their employees, servants, officers and agents, and for the care and education, control and well being of Aboriginal Persons attending the ~~Identified~~ Residential Schools;
- (e) preserving, promoting, maintaining and not interfering with Aboriginal Rights, including the right to retain and practice their culture, spirituality, language and traditions and the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities; and
- (f) the care and supervision of all members of the Survivor Class while they were in attendance at the ~~Identified~~ Residential Schools during the Class Period.

63. Further, Canada has at all material times committed itself to honour international law in relation to the treatment of its people, which obligations form minimum commitments to Canada's Aboriginal Peoples, including the Survivor, Descendant and Band Classes, and which have been breached. In particular, Canada's breaches include the failure to comply with the terms and spirit of:

- (a) the *Convention on the Prevention and Punishment of the Crime of Genocide*, 78 U.N.T.S. 277, entered into force Jan. 12, 1951,, and in particular Article 2(b), (c) and (e) of that convention, by engaging in the intentional destruction of the culture of Aboriginal Children and communities, causing profound and permanent cultural, psychological, emotional and physical injuries to the Class;
- (b) the *Declaration of the Rights of the Child* (1959) G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354 by failing to provide Aboriginal Children with the means necessary for normal development, both materially and spiritually, and failing to put them in a position to earn a livelihood and protect them against exploitation;
- (c) the *Convention on the Rights of the Child*, GA res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 ILM 1456 (1989), and in particular Articles 29 and 30 of that convention, by failing to provide Aboriginal Children with education that is directed to the development of respect for their parents, their cultural identities, language and values, and by denying the right of Aboriginal Children to enjoy their own cultures, to profess and practise their own religions and to use their own languages;
- (d) the *International Covenant on Civil and Political Rights*, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force Mar. 23, 1976, in particular Articles I and 27 of that convention, by interfering with Class members' rights to retain and practice their culture, spirituality, language and traditions, the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities and the right to teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities.
- (e) the *American Declaration of the Rights and Duties of Man*, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in *Basic Documents Pertaining to Human Rights in the Inter-American System*, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992), and in particular Article XIII, by violating Class members' right to take part in the cultural life of their communities.
- (f) the *United Nations Declaration on the Rights of Indigenous Peoples*, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007), endorsed by Canada 12 November 2010, and in particular article 8, 2(d), which commits to the provision of effective mechanisms for redress for forced assimilation.

64. Canada's obligations under international law inform Canada's common law, statutory, fiduciary, constitutionally-mandated and other duties, and a breach of the aforementioned international obligations is evidence of, or constitutes, a breach under domestic law.

Breach of Fiduciary and Constitutionally-Mandated Duties

65. Canada has constitutional obligations to, and a fiduciary relationship with, Aboriginal People in Canada. Canada created, planned, established, set up, initiated, operated, financed, supervised, controlled and regulated the ~~Identified~~ Residential Schools and established the Residential Schools Policy. Through these acts, and by virtue of the *Constitution Act 1867*, the *Constitution Act, 1982*, and the provisions of the Act, as amended, Canada assumed the power and obligation to act in a fiduciary capacity with respect to the education and welfare of Class members.

66. Canada's constitutional duties include the obligation to uphold the honour of the Crown in all of its dealings with Aboriginal Peoples, including the Class members. This obligation arose with the Crown's assertion of sovereignty from the time of first contact and continues through post-treaty relationships. This is and remains an obligation of the Crown and was an obligation on the Crown at all material times. The honour of the Crown is a legal principle which requires the Crown to operate at all material times in its relations with Aboriginal Peoples from contact to post-treaty in the most honourable manner to protect the interests of the Aboriginal Peoples.

67. Canada's fiduciary duties obliged Canada to act as a protector of Class members' Aboriginal Rights, including the protection and preservation of their language, culture and their way of life, and the duty to take corrective steps to restore the Plaintiffs' culture, history and status, or assist them to do so. At a minimum, Canada's duty to Aboriginal Persons included the duty not to deliberately reduce the number of the beneficiaries to whom Canada owed its duties.

68. Canada's fiduciary duties and the duties otherwise imposed by the constitutional mandate assumed by Canada extend to the Descendant Class because the purpose of the assumption of control over the Survivor Class education was to eradicate from those Aboriginal Children their culture and identity, thereby removing their ability, as adults, to pass on to succeeding generations the linguistic, spiritual, cultural and behavioural bases of their people, as well as to relate to their families and communities and, ultimately, their ability to identify themselves as Aboriginal Persons to whom Canada owed its duties.

69. The fiduciary and constitutional duties owed by Canada extend to the Band Class because the Residential Schools Policy was intended to, and did, undermine and seek to destroy the way of life established and enjoyed by these Nations whose identities were and are viewed as collective.

70. Canada acted in its own self-interest and contrary to the interests of Aboriginal Children, not only by being disloyal to, but by actually betraying the Aboriginal Children and communities whom it had a duty to protect. Canada wrongfully exercised its discretion and power over Aboriginal People, and in particular children, for its own benefit. The Residential Schools Policy was pursued by Canada, in whole or in part, to eradicate what Canada saw as the "Indian Problem". Namely, Canada sought to relieve itself of its moral and financial responsibilities for Aboriginal People, the expense and inconvenience of dealing with cultures, languages, habits and values different from Canada's predominant Euro-Canadian heritage, and the challenges arising from land claims.

71. In breach of its ongoing fiduciary, constitutionally-mandated, statutory and common law duties to the Survivor, Descendant and Band Classes, Canada failed, and continues to fail, to

adequately remediate the damage caused by its wrongful acts, failures and omissions. In particular, Canada has failed to take adequate measures to ameliorate the Cultural, Linguistic and Social Damage suffered by the Survivor, Descendant and Band Classes, notwithstanding Canada's admission of the wrongfulness of the Residential Schools Policy since 1998.

Breach of Aboriginal Rights

72. The shíshálh and Tk'emlúps people, and indeed all members of the Band Class, from whom the individual Plaintiffs have descended have exercised laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. In particular, and from a time prior to contact with Europeans, these Nations have sustained their individual members, communities and distinctive cultures by speaking their languages and practicing their customs and traditions.

73. During the time when Survivor Class members attended the ~~Identified~~ Residential Schools, in compliance with the Residential Schools Policy, they were taught to speak English, were punished for using their traditional languages and were made ashamed of their traditional language and way of life. Consequently, by reason of the attendance at the ~~Identified~~ Residential Schools, the Survivor Class members' ability to speak their traditional languages and practice their shíshálh, Tk'emlúps, and other, spiritual, religious and cultural activities was seriously impaired and, in some cases, lost entirely. These Class members were denied the ability to exercise and enjoy their Aboriginal Rights, both individually and in the context of their collective expression within the Bands, some particulars of which include, but are not limited to:

- (a) shíshálh, Tk'emlúps and other Aboriginal cultural, spiritual and traditional activities have been lost or impaired;

- (b) the traditional social structures, including the equal authority of male and female leaders have been lost or impaired;
- (c) the shíshálh, Tk'emlúps and other Aboriginal languages have been lost or impaired;
- (d) traditional shíshálh, Tk'emlúps and Aboriginal parenting skills have been lost or impaired;
- (e) shíshálh, Tk'emlúps and other Aboriginal skills for gathering, harvesting, hunting and preparing traditional foods have been lost or impaired; and,
- (f) shíshálh, Tk'emlúps and Aboriginal spiritual beliefs have been lost or impaired.

74. The interference in the Aboriginal Rights of the Survivor Class has resulted in that same loss being suffered by their descendants and communities, namely the Descendant and Band Classes, all of which was the result sought by Canada.

75. Canada had at all material times and continues to have a duty to protect the Class members' Aboriginal Rights, including the exercise of their spiritual practices and traditional protection of their lands and resources, and an obligation not to undermine or interfere with the individual Plaintiffs' and Class members' Aboriginal Rights. Canada has failed in these duties, without justification, through its Residential Schools Policy.

Intentional Infliction of Mental Distress

76. The design and implementation of the Residential Schools Policy as a program of assimilation to eradicate Aboriginal culture constituted flagrant, extreme and outrageous conduct which was plainly calculated to result in the Cultural, Social and Linguistic Damage, and the mental distress arising from that damage, which was actually suffered by the members of the Survivor and Descendant Classes.

Negligence giving rise to Spiritual, ~~Physical, Sexual~~ Emotional and Mental Abuse

77. Through its Agents, Canada was negligent and in breach of its duties of care to the Survivor Class, particulars of which include, but are not limited to, the following:

- (a) it failed to adequately screen and select the individuals ~~to whom it delegated who it hired~~ either directly or through its ~~a~~ Agents for the operation of the ~~Identified~~ Residential Schools, to adequately supervise and control the operations of the ~~Identified~~ Residential Schools, and to protect Aboriginal children from spiritual, ~~physical, sexual,~~ emotional and mental abuse at the ~~Identified~~ Residential Schools, and as a result, such abuses did occur to Survivor Class members and Canada is liable for such abuses;
- (b) it failed to respond appropriately or at all to disclosure of abuses in the ~~Identified~~ Residential Schools, and in fact, covered up such abuse and suppressed information relating to those abuses; and
- (c) it failed to recognize and acknowledge harm once it occurred, to prevent additional harm from occurring and to, whenever and to the extent possible, provide appropriate treatment to those who were harmed.

Vicarious Liability

78. Through its Agents, Canada breached its duty of care to the Survivor Class resulting in damages to the Survivor Class and is vicariously liable for all of the breaches and abuses committed on its behalf.

79. Further, or in the alternative, Canada is vicariously liable for the negligent performance of the fiduciary, constitutionally-mandated, statutory and common law duties of its Agents.

80. Additionally, the Plaintiffs hold Canada solely responsible for the creation and implementation of the Residential Schools Policy and, furthermore:

- a. The Plaintiffs expressly waive any and all rights they may possess to recover from Canada, or any other party, any portion of the Plaintiffs' loss that may be attributable to the fault or liability of any third-party and for which Canada might reasonably be entitled to claim from any one or more third-party for contribution,

indemnity or an apportionment at common law, in equity, or pursuant to the British Columbia *Negligence Act*, R.S.B.C. 1996, c. 333, as amended; and

- b. The Plaintiffs will not seek to recover from any party, other than Canada, any portion of their losses which have been claimed, or could have been claimed, against any third-parties.

Damages

81. As a consequence of the breach of fiduciary, constitutionally-mandated, statutory and common law duties, and the intentional infliction of mental distress and the breaches of Aboriginal Rights by Canada and its Agents, for whom Canada is vicariously liable, the Survivor Class members, including the Representative Plaintiffs, suffered injury and damages including:

- (a) loss of language, culture, spirituality, and Aboriginal identity;
- (b) emotional and psychological harm;
- (c) isolation from their family, community and Nation;
- (d) deprivation of the fundamental elements of an education, including basic literacy;
- (e) an impairment of mental and emotional health, in some cases amounting to a permanent disability;
- (f) an impaired ability to trust other people, to form or sustain intimate relationships, to participate in normal family life, or to control anger;
- (g) a propensity to addiction;
- (h) alienation from community, family, spouses and children;
- (i) an impaired ability to enjoy and participate in recreational, social, cultural, athletic and employment activities;
- (j) an impairment of the capacity to function in the work place and a permanent impairment in the capacity to earn income;
- (k) deprivation of education and skills necessary to obtain gainfully employment;
- (l) the need for ongoing psychological, psychiatric and medical treatment for illnesses and other disorders resulting from the Residential School experience;
- (m) sexual dysfunction;

- (n) depression, anxiety and emotional dysfunction;
- (o) suicidal tendencies;
- (p) pain and suffering;
- (q) loss of self-esteem and feelings of degradation, shame, fear and loneliness;
- (r) nightmares, flashbacks and sleeping problems;
- (s) fear, humiliation and embarrassment as a child and adult;
- (t) sexual confusion and disorientation as a child and young adult;
- (u) impaired ability to express emotions in a normal and healthy manner;
- (v) loss of ability to participate in, or fulfill, cultural practices and duties;
- (w) loss of ability to live in their community and Nation; and
- (x) constant and intense emotional, psychological pain and suffering.

82. As a consequence of the breach of fiduciary, constitutionally-mandated, statutory and common law duties, and the intentional infliction of harm and breach of Aboriginal Rights by Canada and its Agents, for whom Canada is vicariously liable, the Descendant Class members, including the Representative Plaintiffs, suffered injury and damages including:

- (a) their relationships with Survivor Class members were impaired, damaged and distorted as a result of the experiences of Survivor Class members in the ~~Identified~~ Residential Schools; and,
- (b) their culture and languages were undermined and in some cases eradicated by, amongst other things, as pleaded, the forced assimilation of Survivor Class members into Euro-Canadian culture through the operation of the ~~Identified~~ Residential Schools.

83. As a consequence of the breach of fiduciary, constitutionally-mandated, statutory and common law duties, and the intentional infliction of harm and breach of Aboriginal Rights by Canada and its Agents, for whom Canada is vicariously liable, the Band Class has suffered from the loss of the ability to fully exercise their Aboriginal Rights collectively, including the right to have a traditional government based on their own languages, spiritual practices, traditional laws

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and practices and to have those traditions fully respected by the members of the Survivor and Descendant Classes and subsequent generations, all of which flowed directly from the individual losses of the Survivor Class and Descendant Class members' Cultural, Linguistic and Social Damage.

Grounds for Punitive and Aggravated Damages

84. Canada deliberately planned the eradication of the language, religion and culture of Survivor Class members and Descendant Class members, and the destruction of the Band Class. The actions were malicious and intended to cause harm, and in the circumstances punitive and aggravated damages are appropriate and necessary.

85. The Class members plead that Canada and its Agents had specific and complete knowledge of the widespread physical, psychological, emotional, cultural and sexual abuses of Survivor Class members that were occurring at the ~~Identified~~ Residential Schools.

86. Despite this knowledge, Canada continued to operate the Residential Schools and took no steps, or in the alternative no reasonable steps, to protect the Survivor Class members from these abuses and the grievous harms that arose as a result. In the circumstances, the failure to act on that knowledge to protect vulnerable children in Canada's care amounts to a wanton and reckless disregard for their safety and renders punitive and aggravated damages both appropriate and necessary.

Legal Basis of Claim

87. The Survivor and Descendant Class members are Indians as defined by the *Indian Act*, R.S.C. 1985, c. 1-5. The Band Class members are bands made up of Indians so defined.

88. The Class members' Aboriginal Rights existed and were exercised at all relevant times pursuant to the *Constitution Act, 1982*, s. 35, being Schedule B to the *Canada Act 1982* (UK), 1982, c. 11.

89. At all material times, Canada owed the Plaintiffs and Class members a special and constitutionally-mandated duty of care, good faith, honesty and loyalty pursuant to Canada's constitutional obligations and Canada's duty to act in the best interests of Aboriginal People and especially Aboriginal Children who were particularly vulnerable. Canada breached those duties, causing harm.

90. The Class members descend from Aboriginal Peoples who have exercised their respective laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. In particular, and from a time prior to contact with Europeans to the present, the Aboriginal Peoples from whom the Plaintiffs and Class members descend have sustained their people, communities and distinctive culture by exercising their respective laws, customs and traditions in relation to their entire way of life, including language, dance, music, recreation, art, family, marriage and communal responsibilities, and use of resources.

Constitutionality of Sections of the *Indian Act*

91. The Class members plead that any section of the Act and its predecessors and any Regulation passed under the Act and any other statutes relating to Aboriginal Persons that provide or purport to provide the statutory authority for the eradication of Aboriginal People through the destruction of their languages, culture, practices, traditions and way of life, are in violation of sections 25 and 35(1) of the *Constitution Act 1982*, sections 1 and 2 of the *Canadian*

Bill of Rights, R.S.C. 1985, as well as sections 7 and 15 of the *Canadian Charter of Rights and Freedoms* and should therefore be treated as having no force and effect.

92. Canada deliberately planned the eradication of the language, spirituality and culture of the Plaintiffs and Class members.

93. Canada's actions were deliberate and malicious and in the circumstances, punitive, exemplary and aggravated damages are appropriate and necessary.

94. The Plaintiffs plead and rely upon the following:

Federal Courts Act, R.S.C., 1985, c. F-7, s. 17;

Federal Courts Rules, SOR/98-106, Part 5.1 Class Proceedings;

Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50, ss. 3, 21, 22, and 23;

Canadian Charter of Rights and Freedoms, ss. 7, 15 and 24;

Constitution Act, 1982, ss. 25 and 35(1),

Negligence Act (British Columbia), R.S.B.C. 1996, c. 333;

The Canadian Bill of Rights, R.S.C. 1985, App. III, Preamble, ss. 1 and 2;

The Indian Act, R.S.C. 1985, ss. 2(1), 3, 18(2), 114-122 and its predecessors.

International Treaties:

Convention on the Prevention and Punishment of the Crime of Genocide, 78 U.N.T.S. 277, entered into force Jan. 12, 1951;

Declaration of the Rights of the Child (1959), G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354;

Convention on the Rights of the Child, GA res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 ILM 1456 (1989);

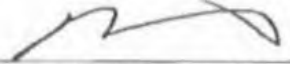
International Covenant on Civil and Political Rights, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force Mar. 23, 1976;

American Declaration of the Rights and Duties of Man, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in *Basic Documents Pertaining to Human Rights in the Inter-American System*, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992); and

United Nations Declaration on the Rights of Indigenous Peoples, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007), endorsed by Canada 12 November 2010.

The plaintiffs propose that this action be tried at Vancouver, BC.

June 11th, 2013


Peter R. Grant, on behalf of
all Solicitors for the Plaintiffs

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Federal Court



Cour fédérale

Date: 20150618

Docket: T-1542-12

Citation: 2015 FC 766

Ottawa, Ontario, June 18, 2015

PRESENT: The Honourable Mr. Justice Harrington

PROPOSED CLASS ACTION

BETWEEN:

**CHIEF SHANE GOTTFRIEDSON,
ON HIS OWN BEHALF AND ON BEHALF OF
ALL THE MEMBERS OF THE TK'EMLÚPS
TE SECWÉPEMC INDIAN BAND AND THE
TK'EMLÚPS TE SECWÉPEMC INDIAN
BAND, CHIEF GARRY FESCHUK, ON HIS
OWN BEHALF AND ON BEHALF OF ALL
MEMBERS OF THE SECHLT INDIAN
BAND AND THE SECHLT INDIAN BAND,
VIOLET CATHERINE GOTTFRIEDSON,
DOREEN LOUISE SEYMOUR, CHARLOTTE
ANNE VICTORINE GILBERT, VICTOR
FRASER, DIENA MARIE JULES, AMANDA
DEANNE BIG SORREL HORSE, DARLENE
MATILDA BULPIT, FREDERICK JOHNSON,
ABIGAIL MARGARET AUGUST, SHELLY
NADINE HOEHNE, DAPHNE PAUL, AARON
JOE AND RITA POULSEN**

Plaintiffs

and

**HER MAJESTY THE QUEEN
IN RIGHT OF CANADA**

Defendant

ORDER

FOR REASONS GIVEN on 3 June 2015, reported at 2015 FC 706;

THIS COURT ORDERS that:

1. The above captioned proceeding shall be certified as a class proceeding with the following conditions:

a. The Classes shall be defined as follows:

Survivor Class: all Aboriginal persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period, excluding, for any individual class member, such periods of time for which that class member received compensation by way of the Common Experience Payment under the Indian Residential Schools Settlement Agreement.

Descendant Class: the first generation of persons descended from Survivor Class Members or persons who were legally or traditionally adopted by a Survivor Class Member or their spouse.

Band Class: the Tk'emlúps te Secwépemc Indian Band and the Sechelt Indian Band and any other Indian Band(s) which:

- (i) has or had some members who are or were members of the Survivor Class, or in whose community a Residential School is located; and
- (ii) is specifically added to this claim with one or more specifically Identified Residential Schools.

b. The Representative Plaintiffs shall be:

For the Survivor Class:

Violet Catherine Gottfriedson

Charlotte Anne Victorine Gilbert

Diena Marie Jules

Darlene Matilda Bulpit

Frederick Johnson

Daphne Paul

For the Descendant Class:

Amanda Deanne Big Sorrel Horse

Rita Poulsen

For the Band Class:

Tk'emlúps te Secwépemc Indian Band

Sechelt Indian Band

c. The Nature of the Claims are:

Breaches of fiduciary and constitutionally mandated duties, breach of Aboriginal Rights, intentional infliction of mental distress, breaches of International Conventions and/or Covenants, breaches of international law, and negligence committed by or on behalf Canada for which Canada is liable.

d. The Relief claimed is as follows:

By the Survivor Class:

- i. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties to the Survivor Class Representative Plaintiffs and the other Survivor Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the Residential Schools;
- ii. a Declaration that members of the Survivor Class have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- iii. a Declaration that Canada breached the linguistic and cultural rights (Aboriginal Rights or otherwise) of the Survivor Class;
- iv. a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Survivor Class;
- v. a Declaration that Canada is liable to the Survivor Class Representative Plaintiffs and other Survivor Class members for the damages caused by its breach of fiduciary, constitutionally-mandated, statutory and common law duties, and Aboriginal Rights and for the intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose,

establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Residential Schools;

- vi. general damages for negligence, breach of fiduciary, constitutionally-mandated, statutory and common law duties, Aboriginal Rights and intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, for which Canada is liable;
- vii. pecuniary damages and special damages for negligence, loss of income, loss of earning potential, loss of economic opportunity, loss of educational opportunities, breach of fiduciary, constitutionally-mandated, statutory and common law duties, Aboriginal Rights and for intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law including amounts to cover the cost of care, and to restore, protect and preserve the linguistic and cultural heritage of the members of the Survivor Class for which Canada is liable;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs.

By the Descendant Class:

- i. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties owed to the Descendant Class Representative Plaintiffs and the other Descendant Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the Residential Schools;
- ii. a Declaration that the Descendant Class have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner
- iii. a Declaration that Canada breached the linguistic and cultural rights (Aboriginal Rights or otherwise) of the Descendant Class;
- iv. a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Descendant Class;
- v. a Declaration that Canada is liable to the Descendant Class Representative Plaintiffs and other Descendant Class members for the damages caused by its breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at, and support of, the Residential Schools;

- vi. general damages for breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, for which Canada is liable;
- vii. pecuniary damages and special damages for breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the cost of care, and to restore, protect and preserve the linguistic and cultural heritage of the members of the Descendant Class for which Canada is liable;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs.

By the Band Class:

- i. a Declaration that the Sechelt Indian Band and Tk'emlúps te Secwépemc Indian Band, and all members of the Band Class, have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- ii. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties, as well as breaches of International Conventions and Covenants, and breaches of international law, to the Band Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance,

- obligatory attendance of Survivor Class members at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
- iii. a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Band Class;
 - iv. a Declaration that Canada was or is in breach of the Band Class members' linguistic and cultural rights, (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Residential Schools Policy, and the Identified Residential Schools;
 - v. a Declaration that Canada is liable to the Band Class members for the damages caused by its breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Identified Residential Schools;
 - vi. non-pecuniary and pecuniary damages and special damages for breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost

of care and development of wellness plans for members of the bands in the Band Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Band Class for which Canada is liable;

- vii. The construction and maintenance of healing and education centres in the Band Class communities and such further and other centres or operations as may mitigate the losses suffered and that this Honourable Court may find to be appropriate and just;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs.

e. The Common Questions of Law or Fact are:

- a. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Survivor, Descendant and Band Class, or any of them, not to destroy their language and culture?
- b. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach the cultural and/or linguistic rights, be they Aboriginal Rights or otherwise of the Survivor, Descendant and Band Class, or any of them?

- c. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Survivor Class to protect them from actionable mental harm?
 - d. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a duty of care owed to the Survivor Class to protect them from actionable mental harm?
 - e. If the answer to any of (a)-(d) above is yes, can the Court make an aggregate assessment of the damages suffered by the Class as part of the common issues trial?
 - f. If the answer to any of (a)-(d) above is yes, was the Defendant guilty of conduct that justifies an award of punitive damages; and
 - g. If the answer to (f) above is yes, what amount of punitive damages ought to be awarded?
- f. The following definitions apply to this Order:
- a. “Aboriginal(s)”, “Aboriginal Person(s)” or “Aboriginal Child(ren)” means a person or persons whose rights are recognized and affirmed by the *Constitution Act*, 1982, s. 35;
 - b. “Aboriginal Right(s)” means any or all of the Aboriginal and treaty rights recognized and affirmed by the *Constitution Act*, 1982, section. 35;

- c. "Act" means the *Indian Act*, R.S.C. 1985, c. I-5 and its predecessors as have been amended from time to time;
- d. "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006 entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- e. "Canada" means the Defendant, Her Majesty the Queen;
- f. "Class Period" means 1920 to 1997;
- g. "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- h. "Identified Residential School(s)" means the KIRS or the SIRS or any other Residential School specifically identified as a member of the Band Class;
- i. "KIRS" means the Kamloops Indian Residential School;
- j. "Residential Schools" means all Indian Residential Schools recognized under the Agreement and listed in Schedule "A" appended to this Order

which Schedule may be amended from time to time by Order of this Court.;

k. "Residential Schools Policy" means the policy of Canada with respect to the implementation of Indian Residential Schools; and

l. "SIRS" means the Sechelt Indian Residential School.

g. The manner and content of notices to class members shall be approved by this Court. Class members in the Survivor and Descendent class shall have until October 30, 2015 in which to opt-out, or such other time as this Court may determine. Members of the Band Class will have 6 months within which to opt-in from the date of publication of the notice as directed by the Court, or other such time as this Court may determine.

h. Either party may apply to this Court to amend the list of Residential Schools set out in Schedule "A" for the purpose of these proceedings.

"Sean Harrington"
Judge

SCHEDULE "A"
to the Order of Justice Harrington
LIST OF RESIDENTIAL SCHOOLS

British Columbia Residential Schools

Ahousaht

Alberni

Cariboo (St. Joseph's, William's Lake)

Christie (Clayoquot, Kakawis)

Coqualeetza from 1924 to 1940

Cranbrook (St. Eugene's, Kootenay)

Kamloops

Kuper Island

Lejac (Fraser Lake)

Lower Post

St George's (Lytton)

St. Mary's (Mission)

St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)

Sechelt

St. Paul's (Squamish, North Vancouver)

Port Simpson (Crosby Home for Girls)

Kitimaat

Anahim Lake Dormitory (September 1968 to June 1977)

Alberta Residential Schools

Assumption (Hay Lake)

Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)

Crowfoot (Blackfoot, St. Joseph's, Ste. Trinité)

Desmarais (Wabiscaw Lake, St. Martin's, Wabisca Roman Catholic)

Edmonton (Poundmaker, replaced Red Deer Industrial)

Ermineskin (Hobbema)

Holy Angels (Fort Chipewyan, École des Saint-Anges)

Fort Vermilion (St. Henry's)

Joussard (St. Bruno's)

Lac La Biche (Notre Dame des Victoires)

Lesser Slave Lake (St. Peter's)

Morley (Stony/Stoney, replaced McDougall Orphanage)

Old Sun (Blackfoot)

Sacred Heart (Peigan, Brocket)

St. Albert (Youville)

St. Augustine (Smokey-River)

St. Cyprian (Queen Victoria's Jubilee Home, Peigan)

St. Joseph's (High River, Dunbow)

St. Mary's (Blood, Immaculate Conception)

St. Paul's (Blood)

Sturgeon Lake (Calais, St. Francis Xavier)

Wabasca (St. John's)

Whitefish Lake (St. Andrew's)

Grouard to December 1957

Sarcee (St. Barnabas)

Saskatchewan Residential Schools

Beauval (Lac la Plonge)

File Hills

Gordon's

Lac La Ronge (see Prince Albert)

Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)

Marieval (Cowessess, Crooked Lake)

Muscowequan (Lestock, Touchwood)

Onion Lake Anglican (see Prince Albert)

Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)

Regina

Round Lake

St. Anthony's (Onion Lake, Sacred Heart)

St. Michael's (Duck Lake)

St. Philip's

Sturgeon Landing (replaced by Guy Hill, MB)

Thunderchild (Delmas, St. Henri)

Crowstand

Fort Pelly

Cote Improved Federal Day School (September 1928 to June 1940)

Manitoba Residential Schools

Assiniboia (Winnipeg)

Birtle

Brandon

Churchill Vocational Centre

Cross Lake (St. Joseph's, Norway House)

Dauphin (replaced McKay)

Elkhorn (Washakada)

Fort Alexander (Pine Falls)

Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)

McKay (The Pas, replaced by Dauphin)

Norway House

Pine Creek (Campeville)

Portage la Prairie

Sandy Bay

Notre Dame Hostel (Norway House Catholic, Jack River Hostel, replaced Jack River Annex at Cross Lake)

Ontario Residential Schools

Bishop Horden Hall (Moose Fort, Moose Factory)

Cecilia Jeffrey (Kenora, Shoal Lake)

Chapleau (St. Joseph's)

Fort Frances (St. Margaret's)

McIntosh (Kenora)

Mohawk Institute

Mount Elgin (Muncey, St. Thomas)

Pelican Lake (Pelican Falls)

Poplar Hill

St. Anne's (Fort Albany)

St. Mary's (Kenora, St. Anthony's)

Shingwauk

Spanish Boys' School (Charles Garnier, St. Joseph's)

Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)

St. Joseph's/Fort William

Stirland Lake High School (Wahbon Bay Academy) from September 1, 1971 to June 30, 1991

Cristal Lake High School (September 1, 1976 to June 30, 1986)

Quebec Residential Schools

Amos

Fort George (Anglican)

Fort George (Roman Catholic)

La Tuque

Point Bleue

Sept-Îles

Federal Hostels at Great Whale River

Federal Hostels at Port Harrison

Federal Hostels at George River

Federal Hostel at Payne Bay (Bellin)

Fort George Hostels (September 1, 1975 to June 30, 1978)

Mistassini Hostels (September 1, 1971 to June 30, 1978)

Nova Scotia Residential Schools

Shubenacadie

Nunavut Residential Schools

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Federal Hostels at Panniqtuug/Pangnirtang

Federal Hostels at Broughton Island/Qikiqtarjuaq

Federal Hostels at Cape Dorset Kinngait

Federal Hostels at Eskimo Point/Arviat

Federal Hostels at Igloodik/Iglulik

Federal Hostels at Baker Lake/Qamani'tuaq

Federal Hostels at Pond Inlet/Mittimatalik

Federal Hostels at Cambridge Bay

Federal Hostels at Lake Harbour

Federal Hostels at Belcher Islands

Federal Hostels at Frobisher Bay/Ukkivik

Federal Tent Hostel at Coppermine

Northwest Territories Residential Schools

Aklavik (Immaculate Conception)

Aklavik (All Saints)

Fort McPherson (Fleming Hall)

Ford Providence (Sacred Heart)

Fort Resolution (St. Joseph's)

Fort Simpson (Bompas Hall)

Fort Simpson (Lapointe Hall)

Fort Smith (Breynat Hall)

HayRiver-(St. Peter's)

Inuvik (Grollier Hall)

Inuvik (Stringer Hall)

Yellowknife (Akaitcho Hall)

Fort Smith -Grandin College

Federal Hostel at Fort Franklin

Yukon Residential Schools

Carcross (Chooulta)

Yukon Hall (Whitehorse/Protestant Hostel)

Coudert Hall (Whitehorse Hostel/Student Residence -replaced by Yukon Hall)

Whitehorse Baptist Mission

Shingle Point Eskimo Residential School

St. Paul's Hostel from September 1920 to June 1943

CLAIMS PROCESS FOR DAY SCHOLAR COMPENSATION PAYMENT***Principles Governing Claims Administration***

1. The following principles shall govern the Claims administration ("Claims Process Principles"):
 - a. the Claims Process shall be expeditious, cost-effective, user-friendly, culturally sensitive, and trauma-informed;
 - b. the Claims Process shall minimize the burden on the Claimants in pursuing their Claims;
 - c. the Claims Process shall mitigate any likelihood of re-traumatization through the Claims Process;
 - d. the Claims Administrator and Independent Reviewer shall assume that a Claimant is acting honestly and in good faith unless there is reasonable evidence to the contrary;
 - e. the Claims Administrator and Independent Reviewer shall draw all reasonable and favourable inferences that can be drawn in favour of the Claimant.
2. The above Claims Process Principles shall be applied throughout the Claims Process, including in any reconsideration.

Eligibility Criteria

3. Pursuant to the Settlement Agreement, a Claimant is entitled to a Day Scholar Compensation Payment, and their Claim shall be approved, if the Claimant satisfies the following eligibility criteria:
 - a. the Claim is made with respect to a Day Scholar who was alive on May 30, 2005;

- b. the Claim is made with respect to that Day Scholar's attendance at an Indian Residential School listed in Schedule E during all or part of a School Year for which the Day Scholar has not received a Common Experience Payment under the IRSSA, has not and will not receive compensation under the McLean Settlement, and has not received compensation under any other settlement with respect to a school listed in Schedule K to the McLean Settlement; and
- c. the Claim is delivered to the Claims Administrator prior to the Ultimate Claims Deadline.

Intake

- 4. To apply for a Day Scholar Compensation Payment, a Claimant must complete a Claim Form and deliver it to the Claims Administrator prior to the Claims Deadline, through either the electronic or hard copy processes established by the Claims Administrator.
- 5. Notwithstanding the Claims Deadline, a Claimant may submit a Claim Form along with a request for a Claims Deadline extension to the Claims Administrator after the Claims Deadline but before the Ultimate Claims Deadline. Under no circumstances will the Claims Administrator accept any Claim Forms after the Ultimate Claims Deadline, except as specifically provided for herein and in the Estate Claims Process set out in Schedule D.
- 6. The Claims Administrator will provide the Claimant with confirmation of receipt of the Claim.
- 7. The Claims Administrator will digitize all paper applications and maintain electronic copies for use only as provided for by this Agreement.
- 8. The Claims Administrator will review each Claim for completeness. If any required information is missing from the Claim Form that renders it incomplete, including a request for a Claims Deadline extension, the Claims Administrator will contact the

Claimant and request that the Claimant provide the missing information or resubmit the Claim Form. The Claimant will have 60 days from the date of the resubmission request to resubmit their Claim Form, notwithstanding that the Ultimate Claims Deadline may have elapsed.

9. The Claims Administrator shall, without taking any further action, dismiss any Claim made with respect to an individual who died on or before May 29, 2005.

Information Provided by Canada

10. The Claims Administrator will provide a copy of each Claim made with respect to an individual alive on May 30, 2005, to Canada for use only as provided for by this Agreement.
11. Canada will review the Claim against any information in its possession for the purposes of:
 - a. determining whether the individual at issue in the Claim or their executor, representative, or heir who applied in place of the individual received a Common Experience Payment pursuant to the IRSSA for any of the same School Years set out in the Claim;
 - b. determining whether the individual at issue in the Claim or their executor, representative, or heir who applied in place of the individual was denied a Common Experience Payment claim pursuant to the IRSSA for any of the same School Years set out in the Claim;
 - c. determining whether the individual at issue or their executor, representative, or heir who applied in place of the individual received compensation under any other settlement with respect to a school listed in Schedule K to the McLean Settlement, for any of the same School Years set out in the Claim;
 - d. determining whether the individual at issue attended a school not listed in List 1 or List 2 as set out in Schedule E for any of the same School Years set out in the Claim; and

- e. any other information that may be relevant to a Claim with respect to a school listed in List 2 of Schedule E.
12. In order to ensure that the Claim is not denied by reason only of the Claimant having been mistaken as to the School Year(s) of attendance as a Day Scholar, Canada will review the attendance records at the identified Indian Residential School(s) with respect to which the Claim was made for the five School Years before and after the School Year(s) identified in the Claim. If, as a result of this process, it is found that the individual at issue was a Day Scholar in (a) School Year(s) not claimed, this information shall be provided to the Claims Administrator and the Claim will be assessed as if it included that/those School Year(s).
 13. Canada may forward to the Claims Administrator any information/documentation that supports or contradicts the individual at issue's attendance as a Day Scholar within 45 days of its receipt of a Claim from the Claims Administrator but will endeavour to do so as quickly as possible so as not to delay the determination of any Claim.

Assessment by the Claims Administrator

14. Where the Claim is with respect to an individual who was denied a Common Experience Payment claim pursuant to the IRSSA for any of the same School Years set out in the Claim on the grounds that they attended but did not reside at the Indian Residential School(s), regardless of which Indian Residential School(s) are named in the Claim, the Claims Administrator will consider the Claim to be presumptively valid, subject to the provisions below.
15. For all other Claims, the Claims Administrator will first make a determination whether the Claim is made with respect to a Day Scholar, in accordance with the following protocol:
 - a. where the Claim is with respect to one or more Indian Residential Schools listed in List 1 of Schedule E within any time periods specified in that list, and the Claim Form states positively that the Claim is with respect to an

individual who attended the School as a Day Scholar, the Claims Administrator will consider the Claim to be presumptively valid, subject to the provisions below;

- b. where the Claim is with respect only to one or more Indian Residential Schools listed in List 2 of Schedule E within any time periods specified in that list, and the Claimant provides a statutory declaration stating that the individual with respect to whom the Claim is made was a Day Scholar and identifying where the individual resided during the time they were a Day Scholar, the Claims Administrator will review the Claim and any information provided by Canada under ss. 11 – 13 above. Unless Canada has provided positive evidence demonstrating on a balance of probabilities that the individual was not a Day Scholar, the Claim will be considered presumptively valid, subject to the provisions below; and
 - c. where the Claim does not name any Indian Residential School listed in Schedule E, the Claims Administrator shall make best efforts to determine if there is any possibility of mistake or misnomer in the name of an Indian Residential School, including, where necessary, by contacting the Claimant. The Claims Administrator shall correct any such mistakes or misnomers. Where the Claims Administrator is satisfied that the Claim is not regarding any Indian Residential School listed in Schedule E, the Claims Administrator shall dismiss the Claim.
16. The Claims Administrator will review any information provided by Canada pursuant to ss. 11 - 13 above and any information in its possession as part of the McLean Settlement. If the Claims Administrator finds that there is positive evidence demonstrating on a balance of probabilities that, for all of the School Years set out in the Claim Form, the individual at issue or her/his executor, representative, or heir who applied in place of the individual:
- a. Received a Common Experience Payment under the IRSSA;

- b. Received compensation under the McLean Settlement;
- c. Received compensation as part of any other settlement with respect to a school listed in Schedule K to the McLean Settlement;
- d. attended a school not listed in Schedule E; or
- e. any combination of (a), (b), (c), or (d).

the Claims Administrator shall dismiss the Claim.

17. The Claims Administrator shall inform any Claimant whose Claim is dismissed by delivering a letter to them, via the Claimant's preferred method of communication:
 - a. providing clear reasons why the Claim has been dismissed;
 - b. in cases where the Claimant has a right to seek reconsideration:
 - i. informing the Claimant of their right to seek reconsideration, the process for seeking reconsideration, and any applicable deadlines;
 - ii. informing the Claimant of their right to assistance from Class Counsel at no cost and their right to assistance from another counsel of their choice at their own expense; and
 - iii. attaching copies of any information and documents that were considered as part of the Claims Administrator's decision to dismiss the Claim.

Reconsideration

18. A Claimant whose Claim is dismissed because:
 - a. it is in relation to a school that the Claims Administrator is satisfied is not an Indian Residential School listed in Schedule E; or
 - b. it is on behalf of an individual who died on or before May 29, 2005,

has no right to seek reconsideration.

19. A Claimant whose Claim is denied for any other reason has a right to seek reconsideration before the Independent Reviewer. Notice of intent to seek reconsideration must be delivered to the Independent Reviewer within 60 days of the date of the Claims Administrator's decision.
20. Canada has no right to seek reconsideration under any circumstances.
21. Claimants seeking reconsideration have the right to be represented by Class Counsel for the purposes of reconsideration at no cost to them or to retain another counsel of their choice at their own expense.
22. The Independent Reviewer will provide the Claimant with confirmation of receipt of the notice of intent to seek reconsideration and will provide Canada with a copy of the notice of intent to seek reconsideration.
23. The Independent Reviewer will advise the Claimant that they have a right to submit new evidence on reconsideration. The Claimant shall have 60 days to submit any new evidence on reconsideration, with such further reasonable extensions as the Claimant may request and the Independent Reviewer may grant.
24. The Independent Reviewer will provide Canada with any new evidence submitted by the Claimant and Canada will have the right to provide additional information to the Independent Reviewer that responds to any new evidence provided within 60 days.
25. The Independent Reviewer shall then consider each Claim, including its supporting documentation, *de novo*, and render a decision in accordance with the Claims Process Principles set out above. In particular, the Independent Reviewer shall:
 - a. assume that a Claimant is acting honestly and in good faith, in the absence of reasonable grounds to the contrary; and

- b. draw all reasonable and favourable inferences that can be drawn in favour of the Claimant.
- 26. If the Independent Reviewer decides the Claim should be accepted, the Claims Administrator and the Claimant will be informed, and the Claims Administrator will pay the Claimant forthwith.
- 27. If the Independent Reviewer decides the Claim should be dismissed, they will inform the Claimant by delivering a letter to them, via the Claimant's preferred method of communication:
 - a. providing clear reasons why the Claim has been dismissed; and
 - b. attaching copies of any information and documents that were considered as part of the Independent Reviewer's decision to dismiss the Claim.
- 28. All requests for reconsideration shall be resolved by the Independent Reviewer within 30 days of the receipt of any responding material provided by Canada or the expiry of time for Canada to provide responding material, whichever is sooner. If the Claimant does not file any new evidence on reconsideration, the Independent Reviewer shall resolve the reconsideration within 30 days of the expiry of time for the Claimant to provide new evidence. The timelines within this section may be modified by agreement between Class Counsel and Canada in consultation with the Independent Reviewer.
- 29. The decision of the Independent Reviewer is final without any further right of appeal or judicial review.

ESTATE CLAIMS PROCESS FOR DAY SCHOLAR COMPENSATION PAYMENT***Where There is an Executor/Administrator/Trustee/Liquidator***

1. The Claimant shall:
 - a. complete the appropriate Claim Form;
 - b. provide evidence that the Day Scholar is deceased;
 - c. provide evidence of when the Day Scholar died; and
 - d. provide evidence that they have been appointed as the executor, administrator, trustee, or liquidator.
2. The Claim Form will contain release, indemnity, and hold harmless provisions in favour of Canada, the representative plaintiffs, Class Counsel, the Claims Administrator, and the Independent Reviewer.
3. The Claims Administrator will assess the Claim in accordance with the Claims Process.
4. Payment of any approved Claim will be made payable to "the estate of" the deceased Day Scholar.

Where There is no Executor/Administrator/Trustee/Liquidator

5. The Claimant shall:
 - a. complete the appropriate Claim Form;
 - b. provide evidence that the Day Scholar is deceased;
 - c. provide evidence of when the Day Scholar died;
 - d. provide an attestation/declaration that the Day Scholar did not have a will and that no executor, administrator, trustee, or liquidator has been appointed by the court;

- e. provide proof of their relationship to the Day Scholar, which may take the form of an attestation/declaration from a third party;
 - f. provide an attestation/declaration from the Claimant that there is/are no higher priority heir(s);
 - g. list all individuals (if any) at the same priority level of heirs as the Claimant; and
 - h. provide the written consent of all individuals (if any) at the same priority level of heirs as the Claimant for the Claimant to submit a claim on behalf of the deceased Day Scholar.
6. The Claim Form will contain release, indemnity, and hold harmless provisions in favour of Canada, the representative plaintiffs, class counsel, the Claims Administrator, and the Independent Reviewer.
7. The Claims Administrator will assess the Claim in accordance with the Claims Process but will only make a payment for an approved Claim or communicate a dismissed Claim with a right of reconsideration in accordance with the provisions below. In cases where the Claim is dismissed with no right of reconsideration, the Claims Administrator will inform the Claimant in accordance with the Claims Administrator's normal process.
8. If no additional Claims with respect to the same deceased Day Scholar are received by the Claims Administrator before the Ultimate Claims Deadline, the Claims Administrator shall:
- a. in the case of a Claim that is approved, pay the Claimant; and
 - b. in the case of a Claim that is dismissed, advise the Claimant of the dismissal in accordance with paragraph 17 of the Claims Process. The Claimant is able to seek reconsideration in accordance with the Claims Process.

9. If the Claims Administrator receives another Claim with respect to the same deceased Day Scholar before the Ultimate Claims Deadline, where the Claimant is the estate executor, administrator, trustee, or liquidator, the Claims Administrator shall dismiss the Claim from the non-executor, administrator, trustee, or liquidator Claimant, without any right of reconsideration.
10. If any additional Claim(s) with respect to the same deceased Day Scholar is/are received by the Claims Administrator before the Ultimate Claims Deadline, from a Claimant who is not the estate executor, administrator, trustee, or liquidator, and who is of a different priority level of heirs than the previous Claimant(s), the Claims Administrator shall contact the Claimant with the lower priority to inquire as to whether that Claimant disputes the existence of the higher priority level heir. If the existence of a higher priority level heir is disputed, the matter shall be referred to the Independent Reviewer for a determination regarding which Claimant has the highest valid priority level and deem them to be the Designated Representative of the deceased Day Scholar. The decision of the Independent Reviewer is final without any right of appeal or judicial review. The Independent Reviewer shall inform the Claims Administrator of their decision, and the Claims Administrator shall:
 - a. in the case of a Claim that is approved, pay the Designated Representative; and
 - b. in the case of a Claim that is dismissed, advise the Claimant of the dismissal in accordance with paragraph 17 of the Claims Process. The Designated Representative is able to seek reconsideration in accordance with the Claims Process.
11. If any additional Claim(s) with respect to the same deceased Day Scholar is/are received by the Claims Administrator before the Ultimate Claims Deadline, from a Claimant who is not the estate executor, administrator, trustee, or liquidator and who is of the same priority level of heirs as the previous Claimant(s), the Claims Administrator shall reject all of the Claims and notify each Claimant accordingly.

Notwithstanding the Ultimate Claims Deadline, the Claimants who submitted competing Claims will then have three months to submit one new Claim signed by all previously competing Claimants designating one Designated Representative on behalf of all of them and any other heirs. Upon receipt of the new Claim, the Claims Administrator shall:

- a. in the case of a Claim that is approved, pay the Designated Representative;
- b. in the case of a Claim that is dismissed, advise the Claimant of the dismissal in accordance with paragraph 17 of the Claims Process. The Designated Representative is able to seek reconsideration in accordance with the Claims Process.

Priority Level of Heirs

12. The priority level of heirs follows the distribution of property intestacy provisions of the *Indian Act* and all terms have the definitions as set out in the *Indian Act*.
13. The priority level of heirs from highest to lowest priority are as follows:
 - a. surviving spouse or common-law partner;
 - b. children;
 - c. grandchildren;
 - d. parents;
 - e. siblings; and
 - f. children of siblings.

SCHEDULE E – Lists of Indian Residential Schools for Claims Process

List 1 – Schools with Confirmed Day Scholars

School	Location	Opening Date (January 1, 1920 as per the Class Period or later, as applicable)	School Closing or Transfer Date
British Columbia Residential Schools			
Alberni	Port Alberni (Tseshaht Reserve)	January 1, 1920 Interim Closures: June 2, 1917, to December 1, 1920 February 21, 1937 to September 23, 1940	August 31, 1965
Cariboo (St. Joseph's, William's Lake)	Williams Lake	January 1, 1920	February 28, 1968
Christie (Clayoquot, Kakawis)	Tofino	January 1, 1920	June 30, 1983
Kamloops	Kamloops (Kamloops Indian Reserve)	January 1, 1920	August 31, 1969
Kuper Island	Kuper Island	January 1, 1920	August 31, 1968
Lejac (Fraser Lake)	Fraser Lake (on reserve)	January 1, 1920	August 31, 1976
Lower Post	Lower Post (on reserve)	September 1, 1951	August 31, 1968
St. George's (Lytton)	Lytton	January 1, 1920	August 31, 1972
St. Mary's (Mission)	Mission	January 1, 1920	August 31, 1973
Sechelt	Sechelt (on reserve)	January 1, 1920	August 31, 1969
St. Paul's (Squamish, North Vancouver)	Squamish, North Vancouver	January 1, 1920	August 31, 1959
Alberta Residential Schools			
Assumption (Hay Lake)	Assumption (Hay Lakes)	February 1, 1951	September 8, 1968

School	Location	Opening Date (January 1, 1920 as per the Class Period or later, as applicable)	School Closing or Transfer Date
Blue Quills	Saddle Lake Indian Reserve (1898 to 1931) St. Paul (1931 to 1990)	January 1, 1920	January 31, 1971
Crowfoot (Blackfoot, St. Joseph's, Ste. Trinité)	Cluny	January 1, 1920	December 31, 1968
Desmarais (Wabiscaw Lake, St. Martin's, Wabisca Roman Catholic)	Desmarais, Wabasca / Wabisca	January 1, 1920	August 31, 1964
Ermineskin (Hobbema)	Hobbema (Ermineskin Indian Reserve)	January 1, 1920	March 31, 1969
Holy Angels (Fort Chipewyan, École des Saint-Ange)	Fort Chipewyan	January 1, 1920	August 31, 1956
Fort Vermillion (St. Henry's)	Fort Vermillion	January 1, 1920	August 31, 1964
Joussard (St. Bruno's)	Lesser Slave Lake	1920	October 31, 1969
Morley (Stony/Stoney, replaced McDougall Orphanage)	Morley (Stony Indian Reserve)	September 1, 1922	July 31, 1969
Old Sun (Blackfoot)	Gleichen (Blackfoot Reserve)	January 1, 1920 Interim Closures: 1922 to February 1923 June 26, 1928 to February 17, 1931	June 30, 1971
Sacred Heart (Peigan, Brocket)	Brocket (Peigan Indian Reserve)	January 1, 1920	June 30, 1961
St. Cyprian (Queen Victoria's Jubilee Home, Peigan)	Brocket (Peigan Indian Reserve)	January 1, 1920 Interim Closure: September 1, 1953 to October 12, 1953	June 30, 1961

School	Location	Opening Date (January 1, 1920 as per the Class Period or later, as applicable)	School Closing or Transfer Date
St. Mary's (Blood, Immaculate Conception)	Cardston (Blood Indian Reserve)	1920 Interim Closure: September 1, 1965 to January 6, 1966	August 31, 1969
St. Paul's (Blood)	Cardston (Blood Indian Reserve)	January 1, 1920	August 31, 1965
Sturgeon Lake (Calais, St. Francis Xavier)	Calais	January 1, 1920	August 31, 1959
Wabasca (St. John's)	Wabasca Lake	January 1, 1920	August 31, 1965
Whitefish Lake (St. Andrew's)	Whitefish Lake	January 1, 1920	June 30, 1950
Grouard	West side of Lesser Slave Lake, Grouard	January 1, 1920	September 30, 1957
Saskatchewan Residential Schools			
Beauval (Lac la Plonge)	Beauval	January 1, 1920	August 31, 1968
File Hills	Balcarres	January 1, 1920	June 30, 1949
Gordon's	Punnichy (Gordon's Reserve)	January 1, 1920 Interim Closures: June 30, 1947, to October 14, 1949 January 25, 1950 to September 1, 1953	August 31, 1968

School	Location	Opening Date (January 1, 1920 as per the Class Period or later, as applicable)	School Closing or Transfer Date
Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	Lebret	January 1, 1920 Interim Closure: November 13, 1932 to May 29, 1936	August 31, 1968
Marieval (Cowessess, Crooked Lake)	Cowessess Reserve	January 1, 1920	August 31, 1969
Muscowequan (Lestock, Touchwood)	Lestock	January 1, 1920	August 31, 1968
Prince Albert (Onion Lake Anglican, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	Onion Lake / Lac La Ronge / Prince Albert	January 1, 1920	August 31, 1968
St. Anthony's (Onion Lake, Sacred Heart)	Onion Lake	January 1, 1920	March 31, 1969
St. Michael's (Duck Lake)	Duck Lake	January 1, 1920	August 31, 1968
St. Philip's	Kamsack	April 16, 1928	August 31, 1968
Manitoba Residential Schools			
Assiniboia (Winnipeg)	Winnipeg	September 2, 1958	August 31, 1967
Brandon	Brandon	1920 Interim Closure: July 1, 1929 to July 18, 1930	August 31, 1968
Churchill Vocational Centre	Churchill	September 9, 1964	June 30, 1973
Cross Lake (St. Joseph's, Norway House)	Cross Lake	January 1, 1920	June 30, 1969
Fort Alexander (Pine Falls)	Fort Alexander Reserve No. 3, near Pine Falls	January 1, 1920	September 1, 1969

School	Location	Opening Date (January 1, 1920 as per the Class Period or later, as applicable)	School Closing or Transfer Date
Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)	Clearwater Lake	September 5, 1952	August 31, 1968
Norway House	Norway House	January 1, 1920 Interim Closure: May 29, 1946 to September 1, 1954	June 30, 1967
Pine Creek (Camperville)	Camperville	January 1, 1920	August 31, 1969
Portage la Prairie	Portage la Prairie	January 1, 1920	August 31, 1960
Sandy Bay	Sandy Bay Reserve	January 1, 1920	June 30, 1970
Ontario Residential Schools			
Bishop Horden Hall (Moose Fort, Moose Factory)	Moose Island	January 1, 1920	August 31, 1964
Cecilia Jeffrey (Kenora, Shoal Lake)	Shoal Lake	January 1, 1920	August 31, 1965
Fort Frances (St. Margaret's)	Fort Frances	January 1, 1920	August 31, 1968
McIntosh (Kenora)	McIntosh	May 27, 1925	June 30, 1969
Pelican Lake (Pelican Falls)	Sioux Lookout	September 1, 1927	August 31, 1968
Poplar Hill	Poplar Hill	September 1, 1962	June 30, 1989
St. Anne's (Fort Albany)	Fort Albany	January 1, 1920	June 30, 1976
St. Mary's (Kenora, St. Anthony's)	Kenora	January 1, 1920	August 31, 1968
Spanish Boys' School (Charles Garnier, St. Joseph's)	Spanish	January 1, 1920	June 30, 1958
Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	Spanish	January 1, 1920	June 30, 1962

School	Location	Opening Date (January 1, 1920 as per the Class Period or later, as applicable)	School Closing or Transfer Date
Quebec Residential Schools			
Fort George (Anglican)	Fort George	September 1, 1933 Interim Closure: January 26, 1943 to July 9, 1944	August 31, 1971
Fort George (Roman Catholic)	Fort George	September 1, 1937	June 30, 1978
Point Bleue	Point Bleue	October 6, 1960	August 31, 1968
Sept-Îles	Sept-Îles	September 2, 1952	August 31, 1969
Nova Scotia Residential Schools			
Shubenacadie	Shubenacadie	September 1, 1929	June 30, 1967
Northwest Territories Residential Schools			
Aklavik (Immaculate Conception)	Aklavik	July 1, 1926	June 30, 1959
Aklavik (All Saints)	Aklavik	August 1, 1936	August 31, 1959
Fort Providence (Sacred Heart)	Fort Providence	January 1, 1920	June 30, 1960
Fort Resolution (St. Joseph's)	Fort Resolution	January 1, 1920	December 31, 1957
Hay River (St. Peter's)	Hay River	January 1, 1920	August 31, 1937
Yukon Residential Schools			
Carcross (Chooutla)	Carcross	January 1, 1920 Interim Closure: June 15, 1943 to September 1, 1944	June 30, 1969
Whitehorse Baptist Mission	Whitehorse	September 1, 1947	June 30, 1960
Shingle Point Eskimo Residential School	Shingle Point	September 16, 1929	August 31, 1936

List 2 – Schools Not Known to Have Day Scholars

School	Location	Opening Date (January 1, 1920 as per the Class Period or later, as applicable)	Closing or Transfer Date
British Columbia Residential Schools			
Ahousaht	Ahousaht (Maktosis Reserve)	January 1, 1920	January 26, 1940
Coqualeetza from 1924 to 1940	Chilliwack	January 1, 1924	June 30, 1940
Cranbrook (St. Eugene's, Kootenay)	Cranbrook (on reserve)	January 1, 1920	June 23, 1965
St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	Alert Bay (on reserve)	January 1, 1920	August 31, 1960
Alberta Residential Schools			
Edmonton (Poundmaker, replaced Red Deer Industrial)	St. Albert	March 1, 1924 Interim Closures: July 1, 1946 to October 1, 1946 July 1, 1951 to November 5, 1951	August 31, 1960
Lesser Slave Lake (St. Peter's)	Lesser Slave Lake	January 1, 1920	June 30, 1932
St. Albert (Youville)	St. Albert, Youville	January 1, 1920	June 30, 1948
Sarcee (St. Barnabas)	Sarcee Junction, T'suu Tina (Sarcee Indian Reserve)	January 1, 1920	September 30, 1921
Saskatchewan Residential Schools			
Round Lake	Broadview	January 1, 1920	August 31, 1950
Sturgeon Landing (replaced by Guy Hill, MB)	Sturgeon Landing	September 1, 1926	October 21, 1952
Thunderchild (Delmas, St. Henri)	Delmas	January 1, 1920	January 13, 1948
Manitoba Residential Schools			
Birtle	Birtle	January 1, 1920	June 30, 1970

School	Location	Opening Date (January 1, 1920 as per the Class Period or later, as applicable)	Closing or Transfer Date
Dauphin (replaced McKay)	The Pas / Dauphin	See McKay below	See McKay below
Elkhorn (Washakada)	Elkhorn	January 1, 1920 Interim Closure: 1920 to September 1, 1923	June 30, 1949
McKay (The Pas, replaced by Dauphin)	The Pas / Dauphin	January 1, 1920 Interim Closure: March 19, 1933 to September 1, 1957	August 31, 1968
Ontario Residential Schools			
Chapleau (St. John's)	Chapleau	January 1, 1920	July 31, 1948
Mohawk Institute	Brantford	January 1, 1920	August 31, 1968
Mount Elgin (Muncey, St. Thomas)	Muncey	January 1, 1920	June 30, 1946
Shingwauk	Sault Ste. Marie	January 1, 1920	June 30, 1970
St. Joseph's / Fort William	Fort William	January 1, 1920	September 1, 1968
Stirland Lake High School (Wahbon Bay Academy)	Stirland Lake	September 1, 1971	June 30, 1991
Cristal Lake High School	Stirland Lake	September 1, 1976	June 30, 1986
Quebec Residential Schools			
Amos	Amos	October 1, 1955	August 31, 1969
La Tuque	La Tuque	September 1, 1963	June 30, 1970

SCHEDULE F**DAY SCHOLARS REVITALIZATION SOCIETY PLAN**

The Parties have agreed to settle the claims of the Survivor Class and the Descendant Class ("Survivors", "Descendants") in the *Gottfriedson v. AGC* proceeding. Under the Settlement Agreement, the Parties have agreed that Canada will fund \$50 million to establish the Day Scholars Revitalization Society (the "Society"). The Parties agree the intention of the Society will be to support Survivors and Descendants in healing, wellness, education, language, culture, heritage, and commemoration activities and programs.

The monies will be used by the Society to support activities and programs for the benefit of the Survivors and Descendants as follows:

- a. to revitalize and protect the Survivors' and Descendants' Indigenous languages;
- b. to protect and revitalize the Survivors' and Descendants' Indigenous cultures;
- c. to pursue healing and wellness for the Survivors and Descendants;
- d. to protect the Survivors' and Descendants' Indigenous heritage; and,
- e. to promote education and commemoration.

The activities and programs will not duplicate those of the Government of Canada. Grants will be made to Survivors and Descendants for activities and programs designed to support healing and address any losses to languages, culture, wellness, and heritage that Survivors suffered while attending Indian Residential Schools as Day Scholars.

The Society will be incorporated under the B.C. *Societies Act* prior to the Implementation Date and will be properly registered in each jurisdiction in Canada to the extent required by those jurisdictions. The Society will have between 5 and 11 Directors. One of those Directors will be named by Canada, but will not be a Government

employee. The Parties will ensure the other Directors provide adequate regional representation from across Canada.

The Society will have a small administrative staff and will retain financial consultants to provide investment advice. Once funds have been invested, the expenses of the Society will be funded from investment income.

Advisory Board

The Directors will be guided by an Advisory Board consisting of individuals, appointed by the Directors, who provide regional representation, understanding and knowledge of the loss and revitalization of Indigenous languages, cultures, wellness and heritage.

The Advisory Board shall advise the Directors regarding all activities of the Directors in the pursuit of the activities of the Society, including the development and implementation of a policy for applications to obtain funding from the Society in that pursuit.

SCHEDULE G**ORDER****THIS COURT ORDERS that:**

I. The above captioned proceeding is certified as a class proceeding with the following conditions:

a. The Class shall be defined as:

The Tk'emlúps te Secwépemc Indian Band and the Sechelt Indian Band and any other Indian Band(s) which:

- (i) has or had some members who are or were members who were Survivors, or in whose community a Residential School is located; and
- (ii) is specifically added to this claim with one or more specifically Identified Residential Schools.

b. The Class's Representative Plaintiffs shall be:

Tk'emlúps te Secwépemc Indian Band; and

Sechelt Indian Band.

c. The nature of the claims of the Class are:

Breaches of fiduciary and constitutionally mandated duties, breach of Aboriginal Rights, breaches of International Conventions and/or Covenants, and breaches of international law committed by or on behalf of Canada for which Canada is liable.

d. The relief claimed by the Class is as follows:

- i. a Declaration that the Sechelt Indian Band and Tk'emlúps te Secwépemc Indian Band, and all members of the Class, have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices;
- ii. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties, as well as breaches of International Conventions and Covenants, and breaches of international law, to the Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivors at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
- iii. a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Class;
- iv. a Declaration that Canada was or is in breach of the Class members' linguistic and cultural rights (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools Policy, and the Identified Residential Schools;

- v. a Declaration that Canada is liable to the Class members for the damages caused by its breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Identified Residential Schools;
 - vi. non-pecuniary and pecuniary damages and special damages for breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost of care and development of wellness plans for members of the bands in the Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Class for which Canada is liable;
 - vii. The construction and maintenance of healing and education centres in the Class communities and such further and other centres or operations as may mitigate the losses suffered and that this Honourable Court may find to be appropriate and just;
 - viii. exemplary and punitive damages for which Canada is liable; and
 - ix. pre-judgment and post-judgment interest and costs.
- e. The common questions of law or fact are:

- a. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Class not to destroy their language and culture?
- b. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach the cultural and/or linguistic rights, be they Aboriginal Rights or otherwise, of the Class?
- c. If the answer to any of (a)-(b) above is yes, can the Court make an aggregate assessment of the damages suffered by the Class as part of the common issues trial?
- d. If the answer to any of (a)-(b) above is yes, was the Defendant guilty of conduct that justifies an award of punitive damages; and
- e. If the answer to (d) above is yes, what amount of punitive damages ought to be awarded?
- f. The following definitions apply to this Order:
 - a. "Aboriginal(s)", "Aboriginal Person(s)" or "Aboriginal Child(ren)" means a person or persons whose rights are recognized and affirmed by the *Constitution Act, 1982*, s. 35;
 - b. "Aboriginal Right(s)" means any or all of the Aboriginal and treaty rights recognized and affirmed by the *Constitution Act, 1982*, s. 35;

- c. "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006, entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- d. "Canada" means the Defendant, Her Majesty the Queen;
- e. "Class Period" means 1920 to 1997;
- f. "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- g. "Identified Residential School(s)" means the KIRS or the SIRS or any other Residential School specifically identified as a member of the Band Class;
- h. "KIRS" means the Kamloops Indian Residential School;
- i. "Residential Schools" means all Indian Residential Schools recognized under the Agreement and listed in Schedule "A" appended to this Order which Schedule may be amended from time to time by Order of this Court;
- j. "Residential Schools Policy" means the policy of Canada with respect to the implementation of Indian Residential Schools;

- k. “Survivors” means all Aboriginal persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period, excluding, for any individual Survivor, such periods of time for which that Survivor received compensation by way of the Common Experience Payment under the Agreement. For greater clarity, Survivors are all those who were members of the formerly certified Survivor Class in this proceeding, whose claims were settled on terms set out in the Settlement Agreement signed on [DATE], and approved by the Federal Court on [DATE]; and
- l. “SIRS” means the Sechelt Indian Residential School.
- g. Members of the Class are the representative plaintiff Indian Bands as well as those Indian Bands that opted in by the opt-in deadline previously set by this Court.
- h. Either party may apply to this Court to amend the list of Residential Schools set out in Schedule “A” hereto, for the purpose of this proceeding.

Judge

SCHEDULE "A"
to the Order of Justice MacDonald
LIST OF RESIDENTIAL SCHOOLS

British Columbia Residential Schools

Ahousaht
Alberni
Cariboo (St. Joseph's, William's Lake)
Christie (Clayoquot, Kakawis)
Coqualeetza from 1924 to 1940
Cranbrook (St. Eugene's, Kootenay)
Kamloops
Kuper Island
Lejac (Fraser Lake)
Lower Post
St George's (Lytton)
St. Mary's (Mission)
St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)
Sechelt
St. Paul's (Squamish, North Vancouver)
Port Simpson (Crosby Home for Girls)
Kitimaat
Anahim Lake Dormitory (September 1968 to June 1977)

Alberta Residential Schools

Assumption (Hay Lake)
Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)
Crowfoot (Blackfoot, St. Joseph's, Ste. Trinité)
Desmarais (Wabiscaw Lake, St. Martin's, Wabisea Roman Catholic)
Edmonton (Poundmaker, replaced Red Deer Industrial)
Ermineskin (Hobbema)
Holy Angels (Fort Chipewyan, École des Saint-Ange)
Fort Vermilion (St. Henry's)

Joussard (St. Bruno's)
Lac La Biche (Notre Dame des Victoires)
Lesser Slave Lake (St. Peter's)
Morley (Stony/Stoney, replaced McDougall Orphanage)
Old Sun (Blackfoot)
Sacred Heart (Peigan, Brocket)
St. Albert (Youville)
St. Augustine (Smokey-River)
St. Cyprian (Queen Victoria's Jubilee Home, Peigan)
St. Joseph's (High River, Dunbow)
St. Mary's (Blood, Immaculate Conception)
St. Paul's (Blood)
Sturgeon Lake (Calais, St. Francis Xavier)
Wabasca (St. John's)
Whitcfish Lake (St. Andrew's)
Grouard to December 1957
Sarcee (St. Barnabas)

Saskatchewan Residential Schools

Beauval (Lac la Plonge)
File Hills
Gordon's
Lac La Ronge (see Prince Albert)
Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)
Marieval (Cowessess, Crooked Lake)
Muscowequan (Lestock, Touchwood)
Onion Lake Anglican (see Prince Albert)
Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)
Regina
Round Lake
St. Anthony's (Onion Lake, Sacred Heart)
St. Michael's (Duck Lake)
St. Philip's

Sturgeon Landing (replaced by Guy Hill, MB)
Thunderchild (Delmas, St. Henri)
Crowstand
Fort Pelly
Cote Improved Federal Day School (September 1928 to June 1940)

Manitoba Residential Schools

Assiniboia (Winnipeg)
Birtle
Brandon
Churchill Vocational Centre
Cross Lake (St. Joseph's, Norway House)
Dauphin (replaced McKay)
Elkhorn (Washakada)
Fort Alexander (Pine Falls)
Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)
McKay (The Pas, replaced by Dauphin)
Norway House
Pine Creek (Campeville)
Portage la Prairie
Sandy Bay
Notre Dame Hostel (Norway House Catholic, Jack River Hostel, replaced Jack River Annex at Cross Lake)

Ontario Residential Schools

Bishop Horden Hall (Moose Fort, Moose Factory)
Cecilia Jeffrey (Kenora, Shoal Lake)
Chapleau (St. John's)
Fort Frances (St. Margaret's)
McIntosh (Kenora)
Mohawk Institute
Mount Elgin (Muncey, St. Thomas)
Pelican Lake (Pelican Falls)

Poplar Hill

St. Anne's (Fort Albany)

St. Mary's (Kenora, St. Anthony's)

Shingwauk

Spanish Boys' School (Charles Garnier, St. Joseph's)

Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)

St. Joseph's/Fort William

Stirland Lake High School (Wahbon Bay Academy) from September 1, 1971 to June 30, 1991

Cristal Lake High School (September 1, 1976 to June 30, 1986)

Quebec Residential Schools

Amos

Fort George (Anglican)

Fort George (Roman Catholic)

La Tuque

Point Bleue

Sept-Îles

Federal Hostels at Great Whale River

Federal Hostels at Port Harrison

Federal Hostels at George River

Federal Hostel at Payne Bay (Bellin)

Fort George Hostels (September 1, 1975 to June 30, 1978)

Mistassini Hostels (September 1, 1971 to June 30, 1978)

Nova Scotia Residential Schools

Shubenacadie

Nunavut Residential Schools

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Federal Hostels at Panniqtuug/Pangnirtang

Federal Hostels at Broughton Island/Qikiqtarjuaq

Federal Hostels at Cape Dorset Kinngait

Federal Hostels at Eskimo Point/Arviat

Federal Hostels at Igloodik/Iglulik
Federal Hostels at Baker Lake/Qamani'tuaq
Federal Hostels at Pond Inlet/Mittimatalik
Federal Hostels at Cambridge Bay
Federal Hostels at Lake Harbour
Federal Hostels at Belcher Islands
Federal Hostels at Frobisher Bay/Ukkivik
Federal Tent Hostel at Coppermine

Northwest Territories Residential Schools

Aklavik (Immaculate Conception)
Aklavik (All Saints)
Fort McPherson (Fleming Hall)
Ford Providence (Sacred Heart)
Fort Resolution (St. Joseph's)
Fort Simpson (Bompas Hall)
Fort Simpson (Lapointe Hall)
Fort Smith (Breynat Hall)
HayRiver-(St. Peter's)
Inuvik (Grollier Hall)
Inuvik (Stringer Hall)
Yellowknife (Akaitcho Hall)
Fort Smith -Grandin College
Federal Hostel at Fort Franklin

Yukon Residential Schools

Carcross (Chooulta)
Yukon Hall (Whitehorse/Protestant Hostel)
Coudert Hall (Whitehorse Hostel/Student Residence -replaced by Yukon Hall)
Whitehorse Baptist Mission
Shingle Point Eskimo Residential School
St. Paul's Hostel from September 1920 to June 1943

SCHEDULE H

**Amended Pursuant to the Order of Justice McDonald
Made _____**

Court File No. T-1542-13

CLASS PROCEEDING

FORM 171A - Rule 171

FEDERAL COURT**BETWEEN:**

**CHIEF SHANE GOTTFRIEDSON, on behalf of the TK'EMLÚPS TE SECWÉPEMC
INDIAN BAND, and**

CHIEF GARRY FESCHUK, on behalf of the SECHELT INDIAN BAND

PLAINTIFFS

and

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by
THE ATTORNEY GENERAL OF CANADA**

DEFENDANT

SECOND RE-AMENDED STATEMENT OF CLAIM**TO THE DEFENDANT**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiffs' solicitor or, where the plaintiffs do not have a solicitor, serve it on the plaintiffs, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

(Date)

Issued by: _____
(Registry Officer)

Address of local office: _____

TO:

Her Majesty the Queen in Right of Canada,
Minister of Indian Affairs and Northern Development, and
Attorney General of Canada
Department of Justice
900 - 840 Howe Street
Vancouver, B.C. V6Z 2S9

RELIEF SOUGHT

1. The Representative Plaintiffs, on behalf of Tk'emlúps te Secwépemc Indian Band and Sechelt Indian Band, and on behalf of the members of the Class, claim:

- (a) a Declaration that the Sechelt Indian Band (referred to as the shishálh or shishálh band) and Tk'emlúps Band, and all members of the certified Class of Indian Bands, have Aboriginal Rights to speak their traditional languages and engage in their traditional customs and religious practices;
- (b) a Declaration that Canada owed and was in breach of fiduciary, constitutionally-mandated, statutory and common law duties as well as breaches of International Conventions and Covenants, and breaches of international law, to the Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivors at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
- (c) a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Class;
- (d) a Declaration that Canada was or is in breach of the Class members' linguistic and cultural rights, (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools Policy, and the Identified Residential Schools;
- (e) a Declaration that Canada is liable to the Class members for the damages caused by its breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Identified Residential Schools;
- (f) non-pecuniary and pecuniary general damages and special damages for breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost of care and development of wellness plans for individual members of the bands in the Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Bands for which Canada is liable;
- (g) the construction of healing centres in the Class communities by Canada;

- (h) exemplary and punitive damages for which Canada is liable;
- (i) pre-judgment and post-judgment interest;
- (j) the costs of this action; and
- (k) such further and other relief as this Honourable Court may deem just.

DEFINITIONS

2. The following definitions apply for the purposes of this Claim:

- (a) “Aboriginal(s)”, “Aboriginal Person(s)” or “Aboriginal Child(ren)” means a person or persons whose rights are recognized and affirmed by the *Constitution Act*, 1982, s. 35;
- (b) “Aboriginal Right(s)” means any or all of the aboriginal and treaty rights recognized and affirmed by the *Constitution Act*, 1982, s. 35;
- (c) “Act” means the *Indian Act*, R.S.C. 1985, c. I-5 and its predecessors as have been amended from time to time;
- (d) “Agents” means the servants, contractors, agents, officers and employees of Canada and the operators, managers, administrators and teachers and staff of each of the Residential Schools;
- (e) “Agreement” means the Indian Residential Schools Settlement Agreement dated May 10, 2006 entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- (f) “Class” means the Tk’cmlúps te Secwépemc Indian Band and the shishálh band and any other Aboriginal Indian Band(s) which:
 - (i) has or had some members who are or were Survivors, or in whose community a Residential School is located; and
 - (ii) is specifically added to this claim with one or more specifically identified Residential Schools.
- (g) “Canada” means the Defendant, Her Majesty the Queen in right of Canada as represented by the Attorney General of Canada;
- (h) “Class Period” means 1920 to 1997;
- (i) “Cultural, Linguistic and Social Damage” means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social

customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;

- (j) “Identified Residential School(s)” means the KIRS or the SIRS Residential School;
- (k) “KIRS” means the Kamloops Indian Residential School;
- (l) “Residential Schools” means all Indian Residential Schools recognized under the Agreement;
- (m) “Residential Schools Policy” means the policy of Canada with respect to the implementation of Indian Residential Schools;
- (n) “SIRS” means the Sechelt Indian Residential School;
- (o) “Survivors” means all Aboriginal persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period excluding, for any individual class member, such periods of time for which that class member received compensation by way of the Common Experience Payment under the Indian Residential Schools Settlement Agreement. For greater clarity, Survivors are all those who were members of the formerly certified Survivor Class in this proceeding, whose claims were settled on terms set out in the Settlement Agreement signed on [DATE], and approved by the Federal Court on [DATE].

THE PARTIES

The Plaintiffs

3. The Tk’emlúps te Secwépemc Indian Band and the shíshálh band are Aboriginal Indian Bands and they both act as Representative Plaintiffs for the Class. The Class members represent the collective interests and authority of each of their respective communities.

The Defendant

4. Canada is represented in this proceeding by the Attorney General of Canada. The Attorney General of Canada represents the interests of Canada and the Minister of Aboriginal Affairs and Northern Development Canada and predecessor Ministers who were responsible for

“Indians” under s.91 (24) of the *Constitution Act, 1867*, and who were, at all material times, responsible for the formation and implementation of the Residential Schools Policy, and the maintenance and operation of the KIRS and the SIRS.

STATEMENT OF FACTS

5. Over the course of the last several years, Canada has acknowledged the devastating impact of its Residential Schools Policy on Canada’s Aboriginal Peoples. Canada’s Residential Schools Policy was designed to eradicate Aboriginal culture and identity and assimilate the Aboriginal Peoples of Canada into Euro-Canadian society. Through this policy, Canada ripped away the foundations of identity for generations of Aboriginal People and caused incalculable harm to both individuals and communities.

6. The direct beneficiary of the Residential Schools Policy was Canada as its obligations would be reduced in proportion to the number, and generations, of Aboriginal Persons who would no longer recognize their Aboriginal identity and would reduce their claims to rights under the Act and Canada’s fiduciary, constitutionally-mandated, statutory and common law duties.

7. Canada was also a beneficiary of the Residential Schools Policy, as the policy served to weaken the claims of Aboriginal Peoples to their traditional lands and resources. The result was a severing of Aboriginal People from their cultures, traditions and ultimately their lands and resources. This allowed for exploitation of those lands and resources by Canada, not only without Aboriginal Peoples’ consent but also, contrary to their interests, the Constitution of Canada and the Royal Proclamation of 1763.

8. The truth of this wrong and the damage it has wrought has now been acknowledged by the Prime Minister on behalf of Canada, and through the pan-Canadian settlement of the claims of

those who *resided at* Canada's Residential Schools by way of the Agreement implemented in 2007. Notwithstanding the truth and acknowledgement of the wrong and the damages caused, many members of Canada's Aboriginal communities were excluded from the Agreement, not because they did not *attend* Residential Schools and suffer Cultural, Linguistic and Social Damage, but simply because they did not *reside at* Residential Schools.

9. This claim is on behalf of the members of the Class, consisting of the Aboriginal communities within which the Residential Schools were situated, or whose members are or were Survivors.

The Residential School System

10. Residential Schools were established by Canada prior to 1874, for the education of Aboriginal Children. Commencing in the early twentieth century, Canada began entering into formal agreements with various religious organizations (the "Churches") for the operation of Residential Schools. Pursuant to these agreements, Canada controlled, regulated, supervised and directed all aspects of the operation of Residential Schools. The Churches assumed the day-to-day operation of many of the Residential Schools under the control, supervision and direction of Canada, for which Canada paid the Churches a *per capita* grant. In 1969, Canada took over operations directly.

11. As of 1920, the Residential Schools Policy included compulsory *attendance* at Residential Schools for all Aboriginal Children aged 7 to 15. Canada removed most Aboriginal Children from their homes and Aboriginal communities and transported them to Residential Schools which were often long distances away. However, in some cases, Aboriginal Children lived in their homes and communities and were similarly required to attend Residential Schools as

day students and not residents. This practice applied to even more children in the later years of the Residential Schools Policy. While at Residential School, all Aboriginal Children were confined and deprived of their heritage, their support networks and their way of life, forced to adopt a foreign language and a culture alien to them and punished for non-compliance.

12. The purpose of the Residential Schools Policy was the complete integration and assimilation of Aboriginal Children into the Euro-Canadian culture and the obliteration of their traditional language, culture, religion and way of life. Canada set out and intended to cause the Cultural, Linguistic and Social Damage which has harmed Canada's Aboriginal Peoples and Nations.

13. Canada chose to be disloyal to its Aboriginal Peoples, implementing the Residential Schools Policy in its own self-interest, including economic self-interest, and to the detriment and exclusion of the interests of the Aboriginal Persons to whom Canada owed fiduciary and constitutionally-mandated duties. The intended eradication of Aboriginal identity, culture, language, and spiritual practices, to the extent successful, results in the reduction of the obligations owed by Canada in proportion to the number of individuals, over generations, who would no longer identify as Aboriginal and who would be less likely to make claims to their rights as Aboriginal Persons.

The Effects of the Residential Schools Policy on the Class Members

Tk'emlúps Indian Band

14. Tk'emlúpsmc, 'the people of the confluence', now known as the Tk'emlúps te Secwépemc Indian Band are members of the northernmost of the Plateau People and of the Interior-Salish Secwépemc (Shuswap) speaking peoples of British Columbia. The Tk'emlúps

Indian Band was established on a reserve now adjacent to the City of Kamloops, where the KIRS was subsequently established.

15. Secwepemetsin is the language of the Secwépemc, and it is the unique means by which the cultural, ecological, and historical knowledge and experience of the Secwépemc people is understood and conveyed between generations. It is through language, spiritual practices and passage of culture and traditions including their rituals, drumming, dancing, songs and stories, that the values and beliefs of the Secwépemc people are captured and shared. From the Secwépemc perspective all aspects of Secwépemc knowledge, including their culture, traditions, laws and languages, are vitally and integrally linked to their lands and resources.

16. Language, like the land, was given to the Secwépemc by the Creator for communication to the people and to the natural world. This communication created a reciprocal and cooperative relationship between the Secwépemc and the natural world which enabled them to survive and flourish in harsh environments. This knowledge, passed down to the next generation orally, contained the teachings necessary for the maintenance of Secwépemc culture, traditions, laws and identity.

17. For the Secwépemc, their spiritual practices, songs, dances, oral histories, stories and ceremonies were an integral part of their lives and societies. These practices and traditions are absolutely vital to maintain. Their songs, dances, drumming and traditional ceremonies connect the Secwépemc to their land and continually remind the Secwépemc of their responsibilities to the land, the resources and to the Secwépemc people.

18. Secwépemc ceremonies and spiritual practices, including their songs, dances, drumming and passage of stories and history, perpetuate their vital teachings and laws relating to the harvest

of resources, including medicinal plants, game and fish, and the proper and respectful protection and preservation of resources. For example, in accordance with Secwépemc laws, the Secwépemc sing and pray before harvesting any food, medicines, and other materials from the land, and make an offering to thank the Creator and the spirits for anything they take. The Secwépemc believe that all living things have spirits and must be shown utmost respect. It was these vital, integral beliefs and traditional laws, together with other elements of Secwépemc culture and identity, that Canada sought to destroy with the Residential Schools Policy.

Shishálh band

19. The shishálh Nation, a division of the Coast Salish First Nations, originally occupied the southern portion of the lower coast of British Columbia. The shishálh People settled the area thousands of years ago, and occupied approximately 80 village sites over a vast tract of land. The shishálh People are made up of four sub-groups that speak the language of Shashishalhcm, which is a distinct and unique language, although it is part of the Coast Salish Division of the Salishan Language.

20. Shishálh tradition describes the formation of the shishálh world (Spelmulh story). Beginning with the creator spirits, who were sent by the Divine Spirit to form the world, they carved out valleys leaving a beach along the inlet at Porpoise Bay. Later, the transformers, a male raven and a female mink, added details by carving trees and forming pools of water.

21. The shishálh culture includes singing, dancing and drumming as an integral part of their culture and spiritual practices, a connection with the land and the Creator and passing on the history and beliefs of the people. Through song and dance the shishálh People would tell stories, bless events and even bring about healing. Their songs, dances and drumming also signify critical

seasonal events that are integral to the shíshálh. Traditions also include making and using masks, baskets, regalia and tools for hunting and fishing. It was these vital, integral beliefs and traditional laws, together with other elements of the shíshálh culture and identity, that Canada sought to destroy with the Residential Schools Policy.

The Impact of the Residential schools

22. For all of the Aboriginal Children who were compelled to attend the Residential Schools, rigid discipline was enforced as per the Residential Schools Policy. While at school, children were not allowed to speak their Aboriginal language, even to their parents, and thus members of these Aboriginal communities were forced to learn English.

23. Aboriginal culture was strictly suppressed by the school administrators in compliance with the policy directives of Canada including the Residential Schools Policy. At the SIRS, members of shíshálh were forced to burn or give to the agents of Canada centuries-old totem poles, regalia, masks and other “paraphernalia of the medicine men” and to abandon their potlatches, dancing and winter festivities, and other elements integral to the Aboriginal culture and society of the shíshálh and Secwépemc peoples.

24. Because the SIRS was physically located in the shíshálh community, Canada’s eyes, both directly and through its Agents, were upon the elders and they were punished severely for practising their culture or speaking their language or passing this on to future generations. In the midst of that scrutiny, members of the shíshálh band struggled, often unsuccessfully, to practice, protect and preserve their songs, masks, dancing or other cultural practices.

25. The Tk’emlúps te Secwépemc suffered a similar fate due to their proximity to the KIRS.

26. The children at the Residential Schools were taught to be ashamed of their Aboriginal identity, culture, spirituality and practices. They were referred to as, amongst other derogatory epithets, “dirty savages” and “heathens” and taught to shun their very identities. The Class members’ Aboriginal way of life, traditions, cultures and spiritual practices were supplanted with the Euro-Canadian identity imposed upon them by Canada through the Residential Schools Policy.

27. The Class members have lost, in whole or in part, their traditional economic viability, self-government and laws, language, land base and land-based teachings, traditional spiritual practices and religious practices, and the integral sense of their collective identity.

28. The Residential Schools Policy, delivered through the Residential Schools, wrought cultural, linguistic and social devastation on the communities of the Class and altered their traditional way of life.

Canada’s Settlement with Former Residential School Residents

29. From the closure of the Residential Schools until the late 1990’s, Canada’s Aboriginal communities were left to battle the damages and suffering of their members as a result of the Residential Schools Policy, without any acknowledgement from Canada. During this period, Residential School survivors increasingly began speaking out about the horrible conditions and abuse they suffered, and the dramatic impact it had on their lives. At the same time, many survivors committed suicide or self-medicated to the point of death. The deaths devastated the life and stability of the communities represented by the Class.

30. In January 1998, Canada issued a Statement of Reconciliation acknowledging and apologizing for the failures of the Residential Schools Policy. Canada admitted that the Residential

Schools Policy was designed to assimilate Aboriginal Persons and that it was wrong to pursue that goal. The Plaintiffs plead that the Statement of Reconciliation by Canada is an admission by Canada of the facts and duties set out herein and is relevant to the Plaintiffs' claim for damages, particularly punitive damages.

31. The Statement of Reconciliation stated, in part, as follows:

Sadly, our history with respect to the treatment of Aboriginal people is not something in which we can take pride. Attitudes of racial and cultural superiority led to a suppression of Aboriginal culture and values. As a country we are burdened by past actions that resulted in weakening the identity of Aboriginal peoples, suppressing their languages and cultures, and outlawing spiritual practices. We must recognize the impact of these actions on the once self-sustaining nations that were disaggregated, disrupted, limited or even destroyed by the dispossession of traditional territory, by the relocation of Aboriginal people, and by some provisions of the Indian Act. We must acknowledge that the results of these actions was the erosion of the political, economic and social systems of Aboriginal people and nations.

Against the backdrop of these historical legacies, it is a remarkable tribute to the strength and endurance of Aboriginal people that they have maintained their historic diversity and identity. The Government of Canada today formally expresses to all Aboriginal people in Canada our profound regret for past actions of the Federal Government which have contributed to these difficult pages in the history of our relationship together.

One aspect of our relationship with Aboriginal people over this period that requires particular attention is the Residential School System. This system separated many children from their families and communities and prevented them from speaking their own languages and from learning about their heritage and cultures. In the worst cases, it left legacies of personal pain and distress that continued to reverberate in Aboriginal communities to this date. Tragically, some children were the victims of physical and sexual abuse.

The Government of Canada acknowledges the role it played in the development and administration of these schools. Particularly to those individuals who experienced the tragedy of sexual and physical abuse at Residential Schools, and who have carried this burden believing that in some way they must be responsible, we wish to emphasize that what

you experienced was not your fault and should never have happened. To those of you who suffered this tragedy at Residential Schools, we are deeply sorry. In dealing with the legacies of the Residential School program, the Government of Canada proposes to work with First Nations, Inuit, Metis people, the Churches and other interested parties to resolve the longstanding issues that must be addressed. We need to work together on a healing strategy to assist individuals and communities in dealing with the consequences of this sad era of our history...

32. Reconciliation is an ongoing process. In renewing our partnership, we must ensure that the mistakes which marked our past relationship are not repeated. The Government of Canada recognizes that policies that sought to assimilate Aboriginal people, women and men, were not the way to build a strong community...On June 11, 2008, Prime Minister Stephen Harper on behalf of Canada, delivered an apology ("Apology") that acknowledged the harm done by Canada's Residential Schools Policy:

For more than a century, Indian Residential Schools separated over 150,000 Aboriginal children from their families and communities. In the 1870's, the federal government, partly in order to meet its obligation to educate Aboriginal children, began to play a role in the development and administration of these schools. Two primary objectives of the Residential Schools system were to remove and isolate children from the influence of their homes, families, traditions and cultures, and to assimilate them into the dominant culture. These objectives were based on the assumption Aboriginal cultures and spiritual beliefs were inferior and unequal. Indeed, some sought, as it was infamously said, "to kill the Indian in the child". Today, we recognize that this policy of assimilation was wrong, has caused great harm, and has no place in our country. [emphasis added]

33. In this Apology, the Prime Minister made some important acknowledgments regarding the Residential Schools Policy and its impact on Aboriginal Children:

The Government of Canada built an educational system in which very young children were often forcibly removed from their homes, often taken far from their communities. Many were inadequately fed, clothed and housed. All were deprived of the care and nurturing of their parents, grandparents and communities. First Nations, Inuit and Métis languages and cultural practices were prohibited in these schools.

Tragically, some of these children died while attending residential schools and others never returned home.

The government now recognizes that the consequences of the Indian Residential Schools policy were profoundly negative and that this policy has had a lasting and damaging impact on Aboriginal culture, heritage and language.

The legacy of Indian Residential Schools has contributed to social problems that continue to exist in many communities today.

* * *

We now recognize that it was wrong to separate children from rich and vibrant cultures and traditions, that it created a void in many lives and communities, and we apologize for having done this. We now recognize that, in separating children from their families, we undermined the ability of many to adequately parent their own children and sowed the seeds for generations to follow, and we apologize for having done this. We now recognize that, far too often, these institutions gave rise to abuse or neglect and were inadequately controlled, and we apologize for failing to protect you. Not only did you suffer these abuses as children, but as you became parents, you were powerless to protect your own children from suffering the same experience, and for this we are sorry.

The burden of this experience has been on your shoulders for far too long. The burden is properly ours as a Government, and as a country. There is no place in Canada for the attitudes that inspired the Indian Residential Schools system to ever prevail again. You have been working on recovering from this experience for a long time and in a very real sense, we are now joining you on this journey. The Government of Canada sincerely apologizes and asks the forgiveness of the Aboriginal peoples of this country for failing them so profoundly.

Canada's Breach of Duties to the Class Members

34. From the formation of the Residential Schools Policy to its execution in the form of forced attendance at the Residential Schools, Canada caused incalculable losses to the Class members.

35. The Class members have all been affected by a crippling or elimination of traditional ceremonies and a loss of the hereditary governance structure which allowed for the ability to govern their peoples and their lands.

Canada's Duties

36. Canada was responsible for developing and implementing all aspects of the Residential Schools Policy, including carrying out all operational and administrative aspects of Residential Schools. While the Churches were used as Canada's Agents to assist Canada in carrying out its objectives, those objectives and the manner in which they were carried out were the obligations of Canada. Canada was responsible for:

- (a) the administration of the Act and its predecessor statutes as well as all other statutes relating to Aboriginal Persons and all Regulations promulgated under these Acts and their predecessors during the Class Period;
- (b) the management, operation and administration of the Department of Indian Affairs and Northern Development and its predecessors and related Ministries and Departments, as well as the decisions taken by those ministries and departments;
- (c) the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of the Residential Schools and for the creation, design and implementation of the program of education for Aboriginal Persons in attendance;
- (d) the selection, control, training, supervision and regulation of the operators of the Residential Schools, including their employees, servants, officers and agents, and for the care and education, control and well being of Aboriginal Persons attending the Residential Schools;
- (e) preserving, promoting, maintaining and not interfering with Aboriginal Rights, including the right to retain and practice their culture, spirituality, language and traditions and the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities; and
- (f) the care and supervision of all Survivors while they were in attendance at the Residential Schools during the Class Period.

37. Further, Canada has at all material times committed itself to honour international law in relation to the treatment of its people, which obligations form minimum commitments to Canada's Aboriginal Peoples, including the Class, and which have been breached. In particular, Canada's breaches include the failure to comply with the terms and spirit of:

- (a) the *Convention on the Prevention and Punishment of the Crime of Genocide*, 78 U.N.T.S. 277, entered into force Jan. 12, 1951,, and in particular Article 2(b), (c) and (e) of that convention, by engaging in the intentional destruction of the culture of Aboriginal Children and communities, causing profound and permanent cultural injuries to the Class;
- (b) the *Declaration of the Rights of the Child* (1959) G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354 by failing to provide Aboriginal Children with the means necessary for normal development, both materially and spiritually, and failing to put them in a position to earn a livelihood and protect them against exploitation;
- (c) the *Convention on the Rights of the Child*, GA res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 ILM 1456 (1989), and in particular Articles 29 and 30 of that convention, by failing to provide Aboriginal Children with education that is directed to the development of respect for their parents, their cultural identities, language and values, and by denying the right of Aboriginal Children to enjoy their own cultures, to profess and practise their own religions and to use their own languages;
- (d) the *International Covenant on Civil and Political Rights*, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force Mar. 23, 1976, in particular Articles 1 and 27 of that convention, by interfering with Class members' rights to retain and practice their culture, spirituality, language and traditions, the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities and the right to teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities;
- (e) the *American Declaration of the Rights and Duties of Man*, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in *Basic Documents Pertaining to Human Rights in the Inter-American System*, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992), and in particular Article XIII, by violating Class members' right to take part in the cultural life of their communities;
- (f) the *United Nations Declaration on the Rights of Indigenous Peoples*, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007), endorsed by Canada 12 November 2010, and in particular article 8, 2(d), which commits to the provision of effective mechanisms for redress for forced assimilation.

38. Canada's obligations under international law inform Canada's common law, statutory, fiduciary, constitutionally-mandated and other duties, and a breach of the aforementioned international obligations is evidence of, or constitutes, a breach under domestic law.

Breach of Fiduciary and Constitutionally-Mandated Duties

39. Canada has constitutional obligations to, and a fiduciary relationship with, Aboriginal People in Canada. Canada created, planned, established, set up, initiated, operated, financed, supervised, controlled and regulated the Residential Schools and established the Residential Schools Policy. Through these acts, and by virtue of the *Constitution Act 1867*, the *Constitution Act, 1982*, and the provisions of the Act, as amended, Canada owed a fiduciary duty to Class members.

40. Canada's constitutional duties include the obligation to uphold the honour of the Crown in all of its dealings with Aboriginal Peoples, including the Class members. This obligation arose with the Crown's assertion of sovereignty from the time of first contact and continues through post-treaty relationships. This is and remains an obligation of the Crown and was an obligation on the Crown at all material times. The honour of the Crown is a legal principle which requires the Crown to operate at all material times in its relations with Aboriginal Peoples from contact to post-treaty in the most honourable manner to protect the interests of the Aboriginal Peoples.

41. Canada's fiduciary duties obliged Canada to act as a protector of Class members' Aboriginal Rights, including the protection and preservation of their language, culture and their way of life, and the duty to take corrective steps to restore the Plaintiffs' culture, history and status, or assist them to do so. At a minimum, Canada's duty to Aboriginal Persons included the duty not to deliberately reduce the number of the beneficiaries to whom Canada owed its duties.

42. The fiduciary and constitutional duties owed by Canada extend to the Class because the Residential Schools Policy was intended to, and did, undermine and seek to destroy the way of life established and enjoyed by these Nations whose identities were and are viewed as collective.

43. Canada acted in its own self-interest and contrary to the interests of Aboriginal Children, not only by being disloyal to, but by actually betraying the Aboriginal Children and communities whom it had a duty to protect. Canada wrongfully exercised its discretion and power over Aboriginal People, and in particular children, for its own benefit. The Residential Schools Policy was pursued by Canada, in whole or in part, to eradicate what Canada saw as the “Indian Problem”. Namely, Canada sought to relieve itself of its moral and financial responsibilities for Aboriginal People, the expense and inconvenience of dealing with cultures, languages, habits and values different from Canada’s predominant Euro-Canadian heritage, and the challenges arising from land claims.

44. In breach of its ongoing fiduciary, constitutionally-mandated, statutory and common law duties to the Class, Canada failed, and continues to fail, to adequately remediate the damage caused by its wrongful acts, failures and omissions. In particular, Canada has failed to take adequate measures to ameliorate the Cultural, Linguistic and Social Damage suffered by the Class, notwithstanding Canada’s admission of the wrongfulness of the Residential Schools Policy since 1998.

Breach of Aboriginal Rights

45. The shishálh and Tk’emlúps people, and indeed all members of the Class have exercised laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. In particular, and from a time prior to contact with Europeans, these Nations have sustained

their individual members, communities and distinctive cultures by speaking their languages and practicing their customs and traditions.

46. As a result of Residential School Policy, Class members were denied the ability to exercise and enjoy their Aboriginal Rights in the context of their collective expression within the Bands, some particulars of which include, but are not limited to:

- (a) shishálh, Tk'emlúps and other Aboriginal cultural, spiritual and traditional activities have been lost or impaired;
- (b) the traditional social structures, including the equal authority of male and female leaders have been lost or impaired;
- (c) the shishálh, Tk'emlúps and other Aboriginal languages have been lost or impaired;
- (d) traditional shishálh, Tk'emlúps and Aboriginal parenting skills have been lost or impaired;
- (e) shishálh, Tk'emlúps and other Aboriginal skills for gathering, harvesting, hunting and preparing traditional foods have been lost or impaired; and,
- (f) shishálh, Tk'emlúps and Aboriginal spiritual beliefs have been lost or impaired.

47. Canada had at all material times and continues to have a duty to protect the Class members' Aboriginal Rights, including the exercise of their spiritual practices and traditional protection of their lands and resources, and an obligation not to undermine or interfere with the Class members' Aboriginal Rights. Canada has failed in these duties, without justification, through its Residential Schools Policy.

Vicarious Liability

48. Canada is vicariously liable for the negligent performance of the fiduciary, constitutionally-mandated, statutory and common law duties of its Agents.

49. Additionally, the Plaintiffs hold Canada solely responsible for the creation and implementation of the Residential Schools Policy and, furthermore:

- a. The Plaintiffs expressly waive any and all rights they may possess to recover from Canada, or any other party, any portion of the Plaintiffs' loss that may be attributable to the fault or liability of any third-party and for which Canada might reasonably be entitled to claim from any one or more third-party for contribution, indemnity or an apportionment at common law, in equity, or pursuant to the British Columbia *Negligence Act*, R.S.B.C. 1996, c. 333, as amended; and
- b. The Plaintiffs will not seek to recover from any party, other than Canada, any portion of their losses which have been claimed, or could have been claimed, against any third-parties.

Damages

50. As a consequence of the breach of fiduciary, constitutionally-mandated, statutory and common law duties, and breach of Aboriginal Rights by Canada and its Agents, for whom Canada is vicariously liable, the Class has suffered from the loss of the ability to fully exercise their Aboriginal Rights collectively, including the right to have a traditional government based on their own languages, spiritual practices, traditional laws and practices.

Grounds for Punitive and Aggravated Damages

51. Canada deliberately planned the eradication of the language, religion and culture of the Class. The actions were malicious and intended to cause harm, and in the circumstances punitive and aggravated damages are appropriate and necessary.

Legal Basis of Claim

52. The Class members are Aboriginal Indian Bands

53. The Class members' Aboriginal Rights existed and were exercised at all relevant times pursuant to the *Constitution Act, 1982*, s. 35, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c. 11.

54. At all material times, Canada owed the Plaintiffs and Class members a special and constitutionally-mandated duty of care, good faith, honesty and loyalty pursuant to Canada's constitutional obligations and Canada's duty to act in the best interests of Aboriginal People and especially Aboriginal Children who were particularly vulnerable. Canada breached those duties, causing harm.

55. The Class members are comprised of Aboriginal Peoples who have exercised their respective laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. In particular, and from a time prior to contact with Europeans to the present, the Aboriginal Peoples who comprise the Class members have sustained their people, communities and distinctive culture by exercising their respective laws, customs and traditions in relation to their entire way of life, including language, dance, music, recreation, art, family, marriage and communal responsibilities, and use of resources.

Constitutionality of Sections of the *Indian Act*

56. The Class members plead that any section of the Act and its predecessors and any Regulation passed under the Act and any other statutes relating to Aboriginal Persons that provide or purport to provide the statutory authority for the eradication of Aboriginal People through the destruction of their languages, culture, practices, traditions and way of life, are in violation of sections 25 and 35(1) of the *Constitution Act 1982*, sections 1 and 2 of the *Canadian Bill of Rights*,

R.S.C. 1985, as well as sections 7 and 15 of the *Canadian Charter of Rights and Freedoms* and should therefore be treated as having no force and effect.

57. Canada deliberately planned the eradication of the language, spirituality and culture of the Plaintiffs and Class members.

58. Canada's actions were deliberate and malicious and in the circumstances, punitive, exemplary and aggravated damages are appropriate and necessary.

59. The Plaintiffs plead and rely upon the following:

Federal Courts Act, R.S.C., 1985, c. F-7, s. 17;

Federal Courts Rules, SOR/98-106, Part 5.1 Class Proceedings;

Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50, ss. 3, 21, 22, and 23;

Canadian Charter of Rights and Freedoms, ss. 7, 15;

Constitution Act, 1982, ss. 25 and 35(1),

The Canadian Bill of Rights, R.S.C. 1985, App. III, Preamble, ss. 1 and 2;

The Indian Act, R.S.C. 1985, ss. 2(1), 3, 18(2), 114-122 and its predecessors.

International Treaties:

Convention on the Prevention and Punishment of the Crime of Genocide, 78 U.N.T.S. 277, entered into force Jan. 12, 1951;

Declaration of the Rights of the Child (1959), G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354;

Convention on the Rights of the Child, GA res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 ILM 1456 (1989);

International Covenant on Civil and Political Rights, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force Mar. 23, 1976;

American Declaration of the Rights and Duties of Man, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in *Basic Documents Pertaining to Human Rights in the Inter-American System*, OEA/Ser.L.V//II.82 doc.6 rev.1 at 17 (1992); and

United Nations Declaration on the Rights of Indigenous Peoples, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007), endorsed by Canada 12 November 2010.

The plaintiffs propose that this action be tried at Vancouver, BC.

April 30, 2021

Peter R. Grant, on behalf of
all Solicitors for the Plaintiffs

Solicitors for the Plaintiffs

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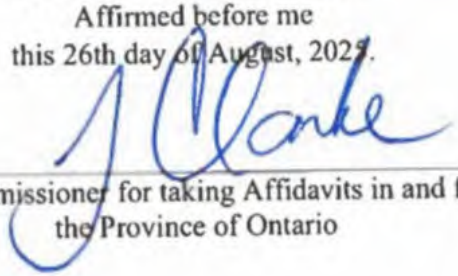
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2024 01G CP 0064

This is **Exhibit 4** referred to in the
Affidavit of **Kimberlee Ford**
Affirmed before me
this 26th day of August, 2025.


A Commissioner for taking Affidavits in and for
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.
Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

Federal Court



Cour fédérale

Date: 20210924

Docket: T-1542-12

Citation: 2021 FC 988

Vancouver, British Columbia, September 24, 2021

PRESENT: The Honourable Madam Justice McDonald**BETWEEN:**

CHIEF SHANE GOTTFRIEDSON, ON HIS
 OWN BEHALF AND ON BEHALF OF ALL
 THE MEMBERS OF THE TK'EMLÚPS TE
 SECWÉPEMC INDIAN BAND AND THE
 TK'EMLÚPS TE SECWÉPEMC INDIAN
 BAND, CHIEF GARRY FESCHUK, ON HIS
 OWN BEHALF AND ON BEHALF OF ALL
 MEMBERS OF THE SECHelt INDIAN
 BAND AND THE SECHelt INDIAN BAND,
 VIOLET CATHERINE GOTTFRIEDSON,
 DOREEN LOUISE SEYMOUR, CHARLOTTE
 ANNE VICTORINE GILBERT, VICTOR
 FRASER, DIENA MARIE JULES, AMANDA
 DEANNE BIG SORREL HORSE, DARLENE
 MATILDA BULPIT, FREDERICK JOHNSON,
 ABIGAIL MARGARET AUGUST, SHELLY
 NADINE HOEHNE,
 DAPHNE PAUL,
 AARON JOE AND RITA POULSEN

Plaintiffs**and**

HER MAJESTY THE QUEEN IN RIGHT OF
 CANADA

Defendant

ORDER AND REASONS

[1] To redress the tragic legacy of Residential Schools and to advance the process of reconciliation, the Truth and Reconciliation Commission *Calls to Action* called upon Canada to work “collaboratively with plaintiffs not included in the Indian Residential Schools Settlement Agreement”. This is a Motion for approval of the partial settlement of a class action brought on behalf of the Day Scholars who attended Residential Schools across Canada.

[2] In 2010, Chief Gottfriedson and Chief Feschuck decided to take action in response to the failure of the Residential School settlements to recognize the harms suffered by Day Scholars. At the urging of these Chiefs, in August 2012, this class action was filed to seek justice for the Residential School Day Scholars and to ensure that “no-one was left behind”.

[3] On June 3, 2015, Justice Harrington certified this as a class proceeding for the benefit of three classes: the Survivor Class, the Descendant Class, and the Band Class (*Gottfriedson v Canada*, 2015 FC 706).

[4] On this Motion, the Court is asked to approve the proposed settlement reached between Canada and the Survivor Class and the Descendant Class for the loss of culture and language suffered by those who attended Residential Schools as Day Scholars between 1920 and 1997. The Band Class claims have not been settled and that part of the class proceeding will continue.

[5] This Motion was heard in a hybrid manner with legal counsel and representative class members appearing in person in Vancouver with others appearing virtually via Zoom or by telephone.

[6] For the reasons outlined below, although the Court heard from class members who oppose the proposed settlement, overall, the Court is satisfied that the settlement is fair and reasonable and in the best interests of the Survivor and Descendant Class members and the settlement is therefore approved.

Background

[7] To put these claims in context, I will touch briefly on the background of the Residential School system in Canada and the compensation provided by other settlements.

[8] In 1920, the *Indian Act* made it compulsory for “every Indian child” between the ages of 7 and 15 to attend a Residential School or other federally established school. Residential Schools remained in operation for many decades in Canada with the last Residential School not closing until 1997.

[9] In keeping with that timeframe, the class period for this proceeding is 1920 to 1997.

[10] Many students who attended Residential Schools also resided there; however, there were thousands of Day Scholars who attended those same schools but returned home each day. For most Day Scholars, the Residential School was located within their community.

[11] In 2006, the Indian Residential Schools Settlement Agreement (IRSSA) was reached between Canada, Residential School Survivors, and various Church Entities (*Canada (Attorney General) v Fontaine*, 2017 SCC 47 at para 5). As part of the IRSSA, survivors who resided at Residential Schools were eligible for a Common Experience Payment (CEP), in the amount of \$10,000 for one school year, and \$3,000 for any subsequent school year. In addition, those who suffered sexual abuse and/or serious physical abuse – whether they resided at the Residential School or not – could apply for compensation through an Individual Assessment Process (IAP).

[12] In addition to Residential Schools, there were also Indian Day Schools that were operated separately from Residential Schools. Students in these schools did not reside there full-time, but returned home each day. The Indian Day School Survivors were excluded from the IRSSA and a class action was started on their behalf in 2009. The Court approval of the Day School Survivors class action settlement is reported at *McLean v Canada*, 2019 FC 1075 [*McLean*].

[13] The Day Scholars of Residential Schools, remained unrecognized by both the IRSSA and *McLean* Settlement. Although the Day Scholars could apply for the IAP portion of the IRSSA if they suffered sexual abuse or serious physical abuse, they were not eligible for the CEP.

[14] The background to this class proceeding is best explained in Plaintiffs' Counsel's written submissions as follows:

20. Tk'emlúps te Secwépemc ("Tk'emlúps", also known as "Kamloops Indian Band" or "Tk'emlúps te Secwépemc Indian Band") and shíshálh Nation ("shíshálh", also known as "Sechelt Indian Band" or "shíshálh Band") are two of the First Nations which had Residential Schools on their reserve lands, and consequently had a large number of community members who

attended as Day Scholars. The exclusion of Day Scholars from the CEP portion of IRSSA, and the corresponding lack of recognition for the common experiences of Day Scholars at Residential Schools, caused significant anger and frustration in these First Nations. In late 2010, the then-Chiefs of those First Nations (Shane Gottfriedson and Garry Feshuk, respectively), decided that their Nations would come together to fight on behalf of Day Scholars, including by retaining a legal team of experienced class action and Aboriginal law lawyers to consider legal options.

[15] In 2012, this class proceeding was filed on behalf of the Day Scholars for relief described as follows in Plaintiffs' Counsel's written submissions:

22. With regard to the Survivor and Descendant Classes, the focus of this lawsuit is on remedying the gap that was left by IRSSA – specifically, seeking recognition and compensation on behalf of the Survivor and Descendant Classes for the loss of Indigenous language and culture which they endured as a result of the forced attendance of Survivor Class Members at Residential Schools. The core claims in the Plaintiffs' pleading are that the purpose, operation and management of the Residential Schools destroyed Survivor and Descendant Class Members' language and culture, and violated their cultural and linguistic rights.

[16] After the filing of this class proceeding, Canada aggressively defended the claim. Prior to certification, Canada brought a number of procedural motions, including a Motion to stay the action pursuant to s. 50.1 of the *Federal Courts Act*. Canada also Motioned to bring third party claims against a number of Church Entities for contribution and indemnity, and took the position that the Federal Court did not have jurisdiction over these third party claims. The Motion and an appeal from the Motion were unsuccessful. After the Plaintiffs amended their claim to only seek "several" liability against Canada and not any damages for which the Church Entities might be liable, Canada responded by filing third party claims against five religious organizations. These claims were struck by Justice Harrington.

[17] In 2015, the Certification Motion in this action was contested by Canada necessitating a 4-day hearing. During the hearing, Canada took the following positions: the claims disclosed no reasonable cause of action; the class definitions were overbroad; the proposed common issues were not capable of class-wide determination; the claims were time-barred; and the claims were released pursuant to the IRSSA general release and the release signed by Survivor Class members who accessed the IAP.

[18] In April 2019, Canada filed an Amended Statement of Defence, in which they raised a number of the same defences raised at the Certification Motion. Canada argued that there was no breach of any fiduciary, statutory, constitutional or common law duties owed to the members, and that Canada did not breach the Aboriginal Rights of the members. Canada also argued that there was no private law duty of care to protect members from intentional infliction of mental distress, or if there was, they did not breach it. Further, Canada argued that any damages suffered by the plaintiffs were not caused by Canada.

[19] In keeping with the *Calls to Action* outlined in the Truth and Reconciliation Report, Canada's litigation strategy evolved. In the spirit of reconciliation, the parties undertook intensive settlement negotiations in 2019. When those negotiations failed, the parties pressed forward with the litigation. The common issues trial was scheduled to begin on September 7, 2021 and continue for 74 days.

[20] On June 4, 2021, the parties negotiated the proposed settlement agreement of the Survivor Class and Descendant Class claims.

[21] By order of this Court, on June 10, 2021, the parties undertook a notice campaign to provide details of the proposed settlement to class members.

Motion for Approval

[22] On this Motion for approval of the settlement agreement, the parties have filed the following Affidavits:

- Affidavit of Charlotte Anne Victorine Gilbert, representative plaintiff for the Survivor Class, sworn on August 23, 2021;
- Affidavit of Diena Marie Jules, representative plaintiff for the Survivor Class, sworn on August 23, 2021;
- Affidavit of Daphne Paul, representative plaintiff for the Survivor Class, sworn on August 23, 2021;
- Affidavit of Darlene Matilda Bulpit, representative plaintiff for the Survivor Class, sworn on August 23, 2021;
- Affidavit of Rita Poulsen, representative plaintiff for the Descendant Class, sworn on August 23, 2021;
- Affidavit of Amanda Deanne Big Sorrel Horse, representative plaintiff for the Descendant Class, sworn on August 23, 2021;

- Affidavit of Peter Grant, co-class counsel, sworn on August 25, 2021 (attaching the Affidavit of Dr. John Milloy, Professor of History at Trent University, sworn on November 12, 2013);
- Affidavit of Martin Reiher, Assistant Deputy Minister of the Resolution and Partnerships Sector of the Department of Crown-Indigenous Relations and Northern Affairs Canada, sworn on August 12, 2021;
- Affidavit of Dr. Rita Aggarwala, an expert retained by class counsel for the purpose of providing an opinion to the Court on the estimated size of the Survivor Class, sworn on August 20, 2021;
- Affidavit of Joelle Gott, Partner in the Financial Advisory Services Group at Deloitte LLP, proposed Claims Administrator, sworn on August 25, 2021; and,
- Affidavit of Roanne Argyle of Argyle Communications, the court-appointed Notice Administrator, sworn on August 23, 2021.

[23] In addition to the above, the Court received a number of written submissions regarding the proposed settlement. During the settlement approval hearing, the Court heard oral submissions from 11 class members who openly expressed their views on the proposed settlement.

[24] Although the majority of those who expressed their views are in support of the proposed settlement, there are a number of class members who oppose the settlement. I will specifically address the objections to the settlement below.

Terms of the Settlement Agreement

[25] The full settlement agreement in both English and French as well as the applicable Schedules are included in the Motion Record.

[26] The objectives of the settlement are noted in the preamble at Clause E, as follows:

The Parties intend there to be a fair and comprehensive settlement of the claims of the Survivor Class and Descendant Class, and further desire the promotion of truth, healing, education, commemoration, and reconciliation. They have negotiated this Agreement with these objectives in mind.

[27] The compensation for individual Day Scholar claimants is outlined at paragraph 25.01 as follows:

Canada will pay the sum of ten thousand dollars (\$10,000) as non-pecuniary general damages, with no reductions whatsoever, to each Claimant whose Claim is approved pursuant to the Claims Process.

[28] Those eligible to make a claim are Day Scholars who attended any of the Residential Schools listed in Schedule E for even part of a school year, so long as they have not already received compensation for that school year as part of the CEP or *McLean* Settlement.

[29] For Day Scholars who passed away after the May 30, 2005 cut-off date, but who would otherwise be eligible, one of their descendants will be eligible to make a claim for distribution to their estate. In total, the claim period will be open for 24 months. Canada will cover the costs of claims administration and the *de novo* reconsiderations for any denied claims. Class members will also be entitled to free legal services from class counsel for reconsideration claims. Canada does not have any right to seek reconsideration.

[30] There is no limit or cap on the number of payments that can be made, and no amounts for legal fees or administration costs can or will be deducted from the payments.

[31] The claims process is described at paragraph 35.01 as follows:

The Claims Process is intended to be expeditious, cost-effective, user-friendly, culturally sensitive, and trauma-informed. The intent is to minimize the burden on the Claimants in pursuing their Claims and to mitigate any likelihood of re-traumatization through the Claims Process. The Claims Administrator and Independent Reviewer shall, in the absence of reasonable grounds to the contrary, assume that a Claimant is acting honestly and in good faith. In considering an Application, the Claims Administrator and Independent Reviewer shall draw all reasonable and favourable inferences that can be drawn in favour of the Claimant.

[32] The creation of the Day Scholars Revitalization Fund is outlined at paragraph 21.01 as follows:

Canada agrees to provide the amount of fifty million dollars (\$50,000,000.00) to the Day Scholars Revitalization Fund, to support healing, wellness, education, language, culture, heritage and commemoration activities for the Survivor Class Members and Descendant Class Members.

[33] The purpose and operation of the fund is described at paragraph 22.01 as:

The Parties agree that the Day Scholars Revitalization Society will use the Fund to support healing, wellness, education, language, culture, and commemoration activities for the Survivor Class Members and the Descendant Class Members. The monies for the Fund shall be held by the Day Scholars Revitalization Society, which will be established as a “not for profit” entity under the British Columbia *Societies Act*, S.B.C. 2015, c. 18 or analogous federal legislation or legislation in any of the provinces or territories prior to the Implementation Date, and will be independent of the Government of Canada, although Canada shall have the right to appoint one representative to the Society Board of Directors.

[34] If the settlement agreement is approved by the Court, Canada will be released from liability relating to the Survivor Class and Descendant Class members claims regarding their attendance at Residential Schools. However, the terms of the settlement agreement are completely without prejudice to the ongoing litigation of the Band Class claims.

[35] The Parties request that Deloitte LLP be appointed as the Claims Administrator. Deloitte is also the court-appointed Claims Administrator in the *McLean* Settlement.

Analysis

[36] Rule 334.29 of the *Federal Court Rules*, SOR/98-106 provides that class proceedings may only be settled with the approval of a judge. The applicable test is “whether the settlement is fair and reasonable and in the best interests of the class as a whole” (*Merlo v Canada*, 2017 FC 533 at para 16 [*Merlo*]).

[37] The Court considers whether the settlement is reasonable, not whether it is perfect (*Châteauneuf v Canada*, 2006 FC 286 at para 7; *Merlo*, at para 18). Likewise, the Court only has the power to approve or to reject the settlement; it cannot modify or alter the settlement (*Merlo*, at para 17; *Manuge v Canada*, 2013 FC 341 at para 5).

[38] The factors to be considered in assessing the overall reasonableness of the proposed settlement are outlined in a number of cases (see: *Condon v Canada*, 2018 FC 522 at para 19; *Fakhri et al v Alfalfa's Canada, Inc cba Capera*, 2005 BCSC 1123 at para 8) and include the following:

- a. Likelihood of recovery or likelihood of success;
- b. The amount and nature of discovery, evidence or investigation;
- c. Settlement terms and conditions;
- d. Future expense and likely duration of litigation;
- e. Recommendations of neutral parties;
- f. Number of objectors and nature of objections;
- g. Presence of good faith bargaining and the absence of collusion;
- h. Communications with class members during litigation; and,
- i. Recommendations and experience of counsel.

[39] In addition to the above considerations, as noted in *McLean* (para 68), the proposed settlement must be considered as a whole and it is not open to the Court to rewrite the

substantive terms of the settlement or assess the interests of individual class members in isolation from the whole class.

[40] I will now consider these factors in relation to the proposed settlement in this case.

a. *Likelihood of recovery or likelihood of success*

[41] This class proceeding raises novel and complex legal issues. It is one of the few actions in Canada advancing a claim for the loss of Indigenous language and culture. Advancing novel claims is a significant challenge, and success was far from certain. Recovery of damages on such claims was even more of a challenge. Layered onto this is the inherent challenge of litigating claims for historical wrongs.

[42] When this class proceeding was filed, the likelihood of the success was uncertain. The exclusion of these claimants from the IRSSA and *McLean* Settlement foretold Canada's position on the viability of these claims. Canada aggressively argued against certification, and after certification, Canada advanced a number of defences including limitation defences and claims that the IRSSA releases were a complete bar to these claims. Canada denied any breach of fiduciary, statutory, constitutional or common law duties to the class members, and denied any breach of Aboriginal Rights. Success for Canada on any of these defences would mean no recovery for class members.

[43] As well, the potential liability of the Church Entities who were involved in the Residential Schools posed significant liability and evidentiary challenges.

[44] The passage of time and the historic nature of these claims is also a factor for consideration. Historic documentary evidence is difficult to amass, and the first-hand evidence from Day Scholars themselves was being lost with each passing year. Since the filing of the action, two of the Representative Plaintiffs have passed away as have a number of Survivor Class members. The risk of losing more class members increases the longer this litigation continues.

[45] The settlement agreement provides certainty, recovery, and closure for the Survivor Class and the Descendant Class members. These results could not be guaranteed if the litigation were to proceed.

b. The amount and nature of discovery, evidence or investigation

[46] The settlement agreement was reached a few months before the September 2021 common issues trial was scheduled to begin. A great deal of work had been undertaken to prepare this matter for trial. Documentary disclosure was largely complete with Canada having disclosed some 120,000 documents throughout 2020. The parties had retained experts. Examinations of Representative Plaintiffs and examinations for discovery in writing and orally had taken place. Pre-trial examinations were scheduled for March and April 2021.

[47] As this proceeding was trial ready, class counsel had reviewed thousands of pages of documentary evidence and had the benefit of expert opinions. This allowed class counsel to approach settlement discussions with a clear understanding of the challenges they would face in proving the asserted claims.

c. *Settlement terms and conditions*

[48] The settlement agreement provides for a \$10,000 Day Scholar Compensation Payment for eligible Survivor Class member or, where an eligible Survivor Class member has passed away, their Descendants. Schedule E to the Agreement lists the Residential Schools which had, or may have had, Day Scholars. Any Survivor who attended a school listed in Schedule E, even if for part of the year, will be eligible for a compensation payment, provided they have not already received compensation as part of the *McLean* Settlement or IRSSA. A lengthy claim period of 21 plus 3 months and the limited 45-day timeframe within which Canada must assess claims provides flexibility to claimants while ensuring speedy resolution of their claims.

[49] Importantly, within the claims process, there is a presumption in favour of compensation and the process has been designed to avoid re-traumatization. No evidence and no personal narrative is required to make a claim. There is also a low burden of proof to establish a claim. As well, there is a simplified process for persons with a disability. This process is distinct from that of the IAP, which has been criticized for the re-victimization of survivor claimants (*Fontaine v Canada (Attorney General)*, 2018 ONSC 103 at para 202).

[50] The settlement also includes a \$50,000,000 Day Scholars Revitalization Fund. This fund provides for Indigenous led initiatives to support healing, wellness, education, language, culture, heritage and commemoration activities for the Survivor Class members and Descendant Class members. This is a significant feature of the settlement agreement, and it is uncertain if the Court could provide such a remedy as part of the common issues trial or otherwise (*McLean* at para 103).

[51] The legal fees payable to class counsel, which is the subject of a separate Order of this Court, were negotiated after the proposed settlement agreement. The legal fees agreement is not conditional upon the settlement agreement being approved. This “de-linking” of the agreements is important as it ensured that the issue of legal fees did not inform or influence the terms of the settlement agreement. As well, legal fees are not payable from the settlement funds. Therefore, there is no risk of depleting the funds available to class members.

d. Future expense and likely duration of litigation

[52] As noted, the common issues trial was scheduled to start in September 2021 and continue for 74 days. If the settlement agreement is not approved, a lengthy trial will be necessary and appeals are likely. The Survivor Class members are elderly. Two of the Representative Plaintiffs, Violet Gottfriedson and Frederiek Johnson, passed away since litigation commenced, as have a number of class members. Given the nearly decade-long history of this action, as well as the novelty of the claims, the future expense and duration of litigation should the settlement not be approved is likely to be substantial and lengthy.

e. Recommendations of neutral parties

[53] In support of this Motion, class counsel re-submitted the Affidavit of Dr. John Milloy, an expert historian who provided evidence at the Certification Motion. Dr. Milloy is the author of *A National Crime*, a report on the Residential School system. Dr. Milloy outlined the Schools’ purpose as “the eradication of the children’s’ traditional ontology, their language, spirituality and their cultural practices”, and highlighted the inadequate conditions and standards of care in the

Schools. Significantly, Dr. Milloy also opined on the impact of Residential Schools on Day

Scholars, writing:

The impacts of residential schools on children were detrimental. Many lost their languages, belief systems and thus their connections to their communities. As a result, many have lived lives of considerable dysfunction, have found their way to other state institutions – prisons, mental hospitals and welfare services. Many survivor families have had their children taken from them by social service agencies. There is no reason to believe that the schools discriminated in their treatment of students between day students and resident students; all would have experienced Canada's attempt to extinguish their identities.

[54] The Court also has an Affidavit from Dr. Rita Aggarwala attaching her report titled *Estimating the Number of Day Scholars who Attended Canada's Indian Residential Schools*. Although Dr. Aggarwala notes concerns about the quality of the data she had access to for the purposes of her statistical analysis, she did provide estimates which are of assistance in understanding the order of magnitude of this settlement. Dr. Aggarwala estimates the class size of Day Scholars who attended Residential Schools from 1920 to 1997 and were alive as of 2005 to be approximately 15,484. Based upon this number, Dr. Aggarwala estimates the total value of the settlement of the Survivor Class claim, based upon a funding formula of \$10,000 per survivor, to be approximately \$154,484,000.

f. Number of objectors and nature of objections

[55] In advance of the hearing, class counsel filed 45 statements from class members of which 24 were objections. At the settlement approval hearing, the Court also heard oral submissions from 6 members objecting to the settlement.

[56] Those speaking against the proposed settlement provided moving and emotionally raw statements about their experiences at Residential Schools. Many made reference to the recent discovery of the bodies of young children within the school grounds as reopening the painful wounds left by the tragic legacy of Residential Schools. Their pain is real and it is palpable. The Court heard members of the Survivor Class explain how their souls were destroyed at the Residential Schools. They mourn the loss of their language, their culture, their spirit, and their pride. Survivors spoke about how the school was the centre of the community – and as a result of the treatment they received they lost both their community and their core identity. Some spoke about the opportunities lost without a proper education.

[57] Members of the Descendant Class spoke about the intergenerational trauma, the pain and dysfunction suffered by their parents and grandparents, and the resulting loss of meaningful family relationships and loss of cultural identity.

[58] Unsurprisingly, the common theme running through the objections is that a payment of \$10,000 is simply not enough to compensate for the harms endured and the losses suffered. However, as acknowledged by almost all who spoke, putting a dollar value on the losses suffered is an impossible task. Some of those objecting to the \$10,000 payment argued that any settlement should offer at least the same compensation levels as those offered through the IRSSA and the *McLean* Settlement.

[59] While it is understandable that class members compare the compensation offered by this settlement with that offered in the IRSSA and the *McLean* Settlement such a comparison fails to

recognize the key difference in the actions. The claims advanced in this class action are for loss of language and culture. The IRSSA and the *McLean* Settlement addressed claims for sexual and physical abuse.

[60] In any event, the \$10,000 payment to Day Scholars in this settlement agreement is comparable with the IRSSA and *McLean* compensation models. In the IRSSA, class members were eligible for a CEP of \$10,000 for the first school year, and \$3,000 for each additional school year. In *McLean* compensation was based on grid or levels of harm. The range of the grid was from \$10,000 for Level 1 claims, to \$200,000 for Level 5, with the higher levels of compensation for those who suffered repeated and persistent sexual abuse or serious physical abuse.

[61] The Class Representative Plaintiffs who have been involved in the litigation throughout, overwhelmingly support the settlement. Their support of the settlement is compelling. They have shouldered the burden of moving these claims forward and have had to relive their own trauma by recounting their Residential School experiences. They did this for the benefit of all class members who now, because of the terms of the settlement, will not be required to do so.

[62] Overall, when assessing the reasonableness of the proposed settlement, the Court must consider the interests of all class members, estimated to be over 15,000, as against the risks and benefits of having this class action proceed to trial.

[63] I have considered the objections voiced at the hearing as well as the written objections filed. The objections were primarily focused on the inadequacy of the settlement amount. All while acknowledging that no amount of money can right the wrongs or replace that which has been lost. However, what is certain is that continuing with this litigation will require class members to re-live the trauma for many years to come, against the risk and the uncertainty of litigation. Bringing closure to this painful past has real value which cannot be underestimated.

[64] I acknowledge that the settlement of a class proceeding will never be perfectly suited to the needs of each person within the class, however, considering the obstacles that were overcome to reach this settlement, I am satisfied that this settlement agreement is in the best interests of the Survivor Class and the Descendant Class.

[65] Finally, I commend the lawyers for designing a claims process that protects class members against having to re-live the trauma in order to establish a claim for compensation.

g. Presence of good faith and absence of collusion

[66] This action has been ongoing since 2012. It was not until 2017 that the parties first undertook serious settlement discussions. At that time, exploratory discussions were held between class counsel and the Minister's Special Representative (MSR). The Parties met on ten occasions. In March 2017, class counsel forwarded a settlement framework to Canada. Settlement negotiations continued into 2018, and the parties engaged in several rounds of judicial dispute resolution. Unfortunately, a settlement was not reached at that time and the parties prepared to proceed to trial.

[67] On March 4, 2021, the MSR delivered a new settlement offer to class counsel. This ultimately became the settlement agreement that was signed in June 2021 and which is now before the Court for approval.

[68] I am satisfied the parties engaged in good faith negotiations throughout and there is no collusion.

h. Communications with class members during litigation

[69] Following the public announcement of the proposed settlement on June 9, 2021, class members were contacted pursuant to a Court approved 2-month Notice Plan. The methods used to communicate the settlement agreement with potential class members included media advertisements, a website, community outreach kits, outreach to national and regional journalists, 6 information webinars, and a “Justice for Day Scholars” Facebook group.

[70] Settlement notices were provided in English, French, James Bay Cree, Plains Cree Ojibwe, Mi’kmaq, Inuktitut, and Dene. Class counsel advises that hundreds of class members made contact by phone, email and mail, and that class counsel responded to all inquiries.

[71] Notice of the settlement agreement was also provided to provincial and territorial public guardians and trustees by letter, and to provincial and territorial provincial health insurers by letter. Finally, notice of the settlement agreement was provided to the Assembly of First Nations (AFN), all AFN Regional Chiefs, and a number of other leaders of Indigenous governance organizations.

[72] I am satisfied that a robust, clear and accessible notice of the proposed settlement was provided to potential class members.

i. Recommendations and experience of counsel

[73] Class counsel are experienced in class actions litigation and in Aboriginal law. They have first hand experience with the IRSSA and were specifically sought out to act on this class proceeding. They wholly recommend this settlement agreement, which, in their opinion, addresses the Representative Plaintiffs' objectives.

Conclusion

[74] For the above reasons, I have concluded that the settlement agreement is fair, reasonable, and in the best interests of the Survivor Class and Descendant Class. I echo the comments of Justice Phelan in *McLean* where he states at para 3: "It is not possible to take the pain and suffering away and heal the bodies and spirits, certainly not in this proceeding. The best that can be done is to have a fair and reasonable settlement of the litigation."

[75] I therefore approve the settlement agreement.

[76] With the approval of the settlement agreement, the claims of the Survivor and Descendant Class members against Canada will be dismissed with prejudice and without costs.

[77] Deloitte LLP is appointed as the Claims Administrator, as defined in the settlement agreement, to carry out the duties assigned to that role.

[78] The Certification Order of Justice Harrington will be amended as requested and the Plaintiffs are granted leave to file an Amended Statement of Claim in the form attached to the Plaintiffs' Notice of Motion.

ORDER IN T-1542-12

THIS COURT ORDERS that:

1. The Settlement Agreement dated June 4, 2021 and attached as Schedule "A" is fair and reasonable and in the best interests of the Survivor and Descendant Classes, and is hereby approved pursuant to Rule 334.29(1) of the *Federal Courts Rules*, SOR/98-106, and shall be implemented in accordance with its terms;
2. The Settlement Agreement, is binding on all Canada and all Survivor Class Members and Descendant Class Members, including those persons who are minors or are mentally incapable, and any claims brought on behalf of the estates of Survivor and Descendant Class Members;
3. The Survivor Class and Descendant Class Claims set out in the First Re-Amended Statement of Claim, filed June 26, 2015, are dismissed and the following releases and related Orders are made and shall be interpreted as ensuring the conclusion of all Survivor and Descendant Class claims, in accordance with sections 42.01 and 43.01 of the Settlement Agreement as follows:
 - a. each Survivor Class Member or, if deceased, their estate (hereinafter "Survivor Releasor"), has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted for the Survivor Class in the First Re-Amended Statement of Claim filed June 26, 2015, in the Action or that could have been

asserted by any of the Survivor Releasors as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Releasor ever had, now has, or may hereafter have due to their attendance as a Day Scholar at any Indian Residential School at any time;

- b. each Descendant Class Member or, if deceased, their estate (hereinafter "Descendant Releasor"), has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted for the Descendant Class in the First Re-Amended Statement of Claim filed June 26, 2015, in the Action or that could have been asserted by any of the Descendant Releasors as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Descendant Releasor ever had, now has, or may hereafter have due to their respective parents' attendance as a Day Scholar at any Indian Residential School at any time;
- c. all causes of actions/claims asserted by, and requests for pecuniary, declaratory or other relief with respect to the Survivor Class Members and Descendant Class Members in the First Re-Amended Statement of Claim filed June 26, 2015, are dismissed on consent of the Parties without determination on their merits, and will not be adjudicated as part of the determination of the Band Class claims;

- d. Canada may rely on the above-noted releases as a defence to any lawsuit that purports to seek compensation from Canada for the claims of the Survivor Class and Descendant Class as set out in the First Re-Amended Statement of Claim;
- e. for additional certainty, however, the above releases and this Approval Order will not be interpreted as if they release, bar or remove any causes of action or claims that Band Class Members may have in law as distinct legal entities or as entities with standing and authority to advance legal claims for the violation of collective rights of their respective Aboriginal peoples, including to the extent such causes of action, claims and/or breaches of rights or duties owed to the Band Class are alleged in the First Re-Amended Statement of Claim filed June 26, 2015, even if those causes of action, claims and/or breaches of rights or duties are based on alleged conduct towards Survivor Class Members or Descendant Class Members set out elsewhere in either of those documents;
- f. each Survivor Releasor and Descendant Releasor is deemed to agree that, if they make any claim or demand or take any action or proceeding against another person, persons, or entity in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute, common law, or Quebec civil law, in relation to allegations and matters set out in the Action, including any claim against provinces or territories or other legal entities or groups, including but not limited to religious or other institutions that were in any way involved with Indian Residential Schools, the Survivor Releasor or Descendant Releasor will expressly limit their claim so as to exclude any portion of Canada's responsibility;

- g. upon a final determination of a Claim made under and in accordance with the Claims Process, each Survivor Relcasor and Descendant Relcasor is also deemed to agree to release the Parties, Class Counsel, counsel for Canada, the Claims Administrator, the Independent Reviewer, and any other party involved in the Claims Process, with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received; and
 - h. Canada's obligations and liabilities under the Settlement Agreement constitute the consideration for the releases and other matters referred to in the Settlement Agreement and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Survivor Relcasors and Descendant Relcasors are limited to the benefits provided and compensation payable pursuant to the Settlement Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims, and demands.
- 5. The Court reserves exclusive and continuing jurisdiction over the claims of the Survivor and Descendant Classes in this action, for the limited purpose of implementing the Settlement Agreement and enforcing the Settlement Agreement and this Approval Order.
- 6. Deloitte LLP is hereby appointed as Claims Administrator.
- 7. The fees, disbursements, and applicable taxes of the Claims Administrator shall be paid by Canada in their entirety, as set out in section 40.01 of the Settlement Agreement.

8. The Claims Administrator shall facilitate the claims administration process, and report to the Court and the Parties in accordance with the terms of the Settlement Agreement.
9. No person may bring any action or take any proceeding against the Claims Administrator or any of its employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the implementation of this Order or the administration of the Settlement Agreement and this Order, except with leave of this Court.
10. Prior to the Implementation Date, the Parties will move for approval of the form and content of the Claim Form and Estate Claim Form.
11. Prior to the Implementation Date, the Parties will identify and propose an Independent Reviewer or Independent Reviewers for Court appointment.
12. Class Counsel shall report to the Court on the administration of the Settlement Agreement. The first report will be due six (6) months after the Implementation Date and no less frequently than every six (6) months thereafter, subject to the Court requiring earlier reports, and subject to Class Counsel's overriding obligation to report as soon as reasonable on any matter which has materially impacted the implementation of the terms of the Settlement Agreement.
13. The Certification Order of Justice Harrington, dated June 18, 2015, will be amended as requested.

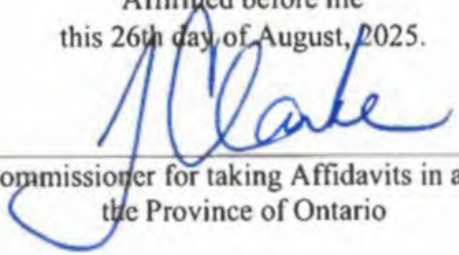
14. The Plaintiffs are granted leave to amend the First Re-Amended Statement of Claim in the form attached hereto.
15. There will be no costs of this motion.

“Ann Marie McDonald”

Judge

2024 01G CP 0064

This is **Exhibit 5** referred to in the
Affidavit of **Kimberlee Ford**
Affirmed before me
this 26th day of August, 2025.


A Commissioner for taking Affidavits in and for
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,
Province of Ontario, for the Government of Canada,
Department of Justice. Expires November 4, 2025.
Jennifer Margaret Clarke, commissaire, etc.,
province de l'Ontario, au service du gouvernement du Canada,
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



FEDERAL COURT
CLASS PROCEEDING

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, on behalf of the TK'EMLUPS TE SECWEPEMC
INDIAN BAND and the TK'EMLUPS TE SECWEPEMC INDIAN BAND, and CHIEF
GARRY FESCHUK, on behalf of the SECHELT INDIAN BAND and the SECHELT
INDIAN BAND

PLAINTIFFS

and

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by THE
ATTORNEY GENERAL OF CANADA

DEFENDANT

BAND CLASS SETTLEMENT AGREEMENT

WHEREAS:

- A. Canada and certain religious organizations operated Indian Residential Schools in which Indigenous children, their families, and communities suffered harms.
- B. Two primary objectives of the Indian Residential Schools system were to remove and isolate Indigenous children from the influence of their homes, families, traditions and cultures, and to assimilate them into the dominant culture.
- C. The consequences of the Indian Residential Schools system were profoundly negative, and this system has had a lasting and damaging impact on Indigenous survivors, their families, and communities.
- D. On May 8, 2006, Canada entered into the Indian Residential Schools Settlement Agreement, which provided for compensation and other benefits to individuals in relation to their attendance at Indian Residential Schools.
- E. On August 15, 2012, the Plaintiffs filed a putative class action in the Federal Court bearing Court File No. T-1542-12, *Gottfriedson et al. v. His Majesty the King in Right of Canada*. The

Plaintiffs filed an Amended Statement of Claim on June 11, 2013, and a First Re-Amended Statement of Claim on June 26, 2015.

F. The Action was certified as a class proceeding by order of the Federal Court dated June 18, 2015 on behalf of three defined subclasses: the Survivor Class, the Descendant Class, and the Band Class.

G. On June 4, 2021, the parties entered into the Day Scholars Survivor and Descendant Class Settlement Agreement, which provided compensation and other benefits to the Survivor Class and Descendant Class relating to the attendance of Day Scholars at Indian Residential Schools.

H. On September 24, 2021, pursuant to the terms of the Day Scholars Survivor and Descendant Class Settlement Approval Order, the Federal Court approved the Day Scholars Survivor and Descendant Class Settlement Agreement.

I. Under the terms of the Day Scholars Survivor and Descendant Class Settlement Approval Order, the claims of the Band Class continued notwithstanding the settlement of the claims of the Survivor Class and Descendant Class.

J. At the request of the Parties, the Federal Court amended the June 18, 2015 Certification Order on September 24, 2021 and again on February 8, 2022.

K. On February 11, 2022, the Representative Plaintiffs filed a Second Re-Amended Statement of Claim, which set out the continued claims of the Band Class.

L. The Band Class consists of 325 Bands that either are named as Representative Plaintiffs or have opted into the Action.

M. The Parties intend there to be a fair and comprehensive settlement of the claims of the Band Class that aligns with Canada's desire to ensure funding to support healing, wellness, education, heritage, language, and commemoration activities and which promotes the Four Pillars developed by the Representative Plaintiffs:

- a. Revival and protection of Indigenous languages;
- b. Revival and protection of Indigenous cultures;
- c. Protection and promotion of heritage; and
- d. Wellness for Indigenous communities and their members

N. Subject to the Settlement Approval Order, the claims of the Band Class shall be settled on the terms contained in this Agreement.

NOW THEREFORE in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

INTERPRETATION & EFFECTIVE DATE

1. Definitions

1.01 In this Agreement, the following definitions apply:

“Aboriginal” or “Aboriginal Person” means a person whose rights are recognized and affirmed by the *Constitution Act, 1982*, s. 35;

“Action” means the certified class proceeding bearing Court File No. T-1542-12, *Gottfriedson et al. v. His Majesty the King in Right of Canada*;

“Agreement” means this settlement agreement, including the Schedules attached hereto;

“Approval Date” means the date the **Court** issues its **Settlement Approval Order**;

“Band” or “Indian Band” means any entity that:

- a. Is either a “band” as defined in s. 2(1) of the *Indian Act* or a band, First Nation, Nation or other Indigenous group that is party to a self-government agreement or treaty implemented by an Act of Parliament recognizing or establishing it as a legal entity; and
- b. Asserts that it holds rights recognized and affirmed by section 35 of the *Constitution Act, 1982*.

“Band Class” means any Indian Band that has opted in to this **Action** and is listed on Schedule C, which is the list of **Band Class Members** attached to the Order dated September 6, 2022;

“Band Class Member” means a member of the **Band Class** and **“Band Class Members”** means all of them, collectively;

“Business Day” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the province or territory in which the person who needs to take action pursuant

to this **Agreement** is situated or a holiday under the federal laws of Canada applicable in the said province or territory;

“**Canada**” means His Majesty the King in Right of Canada, the Attorney General of Canada, and their legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs, and assigns;

“**Certification Order**” means the Order certifying this **Action** under the *Federal Courts Rules* dated June 18, 2015, as amended by order of the **Court** dated September 24, 2021, and further amended by order of the Court dated February 8, 2022, attached as Schedule B;

“**Class Counsel**” means Waddell Phillips Professional Corporation, Peter R. Grant Law Corporation, and Diane Soroka Avocate Inc.;

“**Class Period**” means the period from and including January 1, 1920, and ending on December 31, 1997;

“**Court**” means the Federal Court unless the context otherwise requires;

“**Day Scholars Settlement Approval Order**” means the Order of the **Court** dated September 24, 2021 approving the **Day Scholars Survivor and Descendant Class Settlement Agreement**;

“**Day Scholars Survivor and Descendant Class Settlement Agreement**” means the agreement executed on June 4, 2021 between the Parties and approved by the **Court** resulting in a full and final settlement of the claims of the **Survivor Class** and the **Descendant Class** in this **Action**;

“**Disbursement Policy**” means the Policy for the distribution of the income from the **Fund** and the **Fund** to the members of the **Band Class**, attached as Schedule E;

“**Fee Agreement**” means the **Parties**’ standalone legal agreement regarding any legal fees, costs, honoraria, and disbursements;

“**Four Pillars**” means the four core principles attached as Schedule F animating this **Agreement** and the management of the **Fund**, namely:

- a. revival and protection of Indigenous languages;
- b. revival and protection of Indigenous cultures;
- c. promotion and protection of heritage; and

d. wellness for Indigenous communities and their members.

“Fund” means the two billion eight hundred million dollars (\$2,800,000,000.00) to be paid by Canada into the **Trust** as referred to in Section 24;

“Investment Policy” is the Policy for the investment of the **Fund** to the **Band Class Members**, attached as Schedule D;

“Implementation Date” means the latest of:

- a. the day following the last day on which an appeal or motion for leave to appeal the **Approval Order** may be brought; and
- b. the date of the final determination of any appeal brought in relation to the **Approval Order**;

“Indigenous” includes Aboriginal peoples under s. 35 of the *Constitution Act, 1982*;

“Opt In” means any **Band** that has been added to the claim and is listed on Schedule “A” of the Order of the **Court** dated September 6, 2022;

“Parties” means the signatories to this **Agreement**;

“Released Claims” means those causes of action, liabilities, demands, and claims released pursuant to the **Settlement Approval Order**, as set out in Section 27 herein;

“Releasor” means each **Band Class Member** that is bound by this **Agreement** following the **Settlement Approval Order**;

“Representative Plaintiffs” means Tk'emlúps te Secwépemc Indian Band and Sechelt Indian Band as represented by Shane Gottfriedson and Garry Feschuk respectively;

“Residential Schools” means the institutions identified in the list of Indian Residential Schools attached as Schedule “A” to the **Certification Order** and later amended as Schedule “B” of the Order dated September 6, 2022;

“shíshálh Nation” means Sechelt Indian Band;

“Survivor” means any Indigenous person who attended as a student or for educational purposes for any period at a **Residential School**, during the **Class Period**; and

“Trust” means the entity established pursuant to Section 22.01 to receive, hold, invest, manage,

and disburse the **Fund** for the benefit of the **Band Class Members** in accordance with this Agreement.

2. No Admission of Liability or Fact

2.01 This Agreement shall not be construed as an admission by Canada, nor a finding by the Court, of any fact within, or liability by Canada for any of the claims asserted in the Plaintiffs' claims and/or pleadings in the Action as they are currently worded in the Second Re-Amended Statement of Claim.

3. Headings

3.01 The division of this Agreement into paragraphs, the use of headings, and the appending of Schedules are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

4. Extended Meanings

4.01 In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders, and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations, and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

5. No *contra proferentem*

5.01 The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement, and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Parties is not applicable in interpreting this Agreement.

6. Statutory References

6.01 In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date thereof or as the same may from time to time have been amended, re-enacted, or replaced, and includes any regulations made thereunder.

7. Day for Any Action

- 7.01 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.

8. Final Order

- 8.01 For the purpose of this Agreement, a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

9. Currency

- 9.01 All references to currency herein are to lawful money of Canada.

10. Compensation Inclusive

- 10.01 The amounts payable under this Agreement are inclusive of any pre-judgment or post-judgment interest or other amounts that may be claimed by Band Class Members against Canada arising out of the Released Claims.

11. Schedules

- 11.01 The following Schedules to this Agreement are incorporated into and form part of this Agreement:

Schedule A: Second Re-Amended Statement of Claim, filed February 11, 2022

Schedule B: Certification Order, June 18, 2015

Schedule B.1 September 24, 2021 Order (order only) + Schedule G of the Settlement Agreement

Schedule B.2 February 8, 2022 Order (order only)

Schedule C: List of Opted-In Band Class Members

Schedule D: Investment Policy

Schedule E: Disbursement Policy and Disbursement Formula

Schedule F: The Four Pillars

12. Entire Agreement

12.01 This Agreement constitutes the entire agreement among the Parties with respect to the Band Class claims asserted in the Action and cancels and supersedes any prior or other understandings and agreements between or among the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied, or statutory between or among the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

13. No Effect on Treaties or Existing Agreements

13.01 Nothing in this Agreement shall affect, cancel, or supersede any treaty between Canada and any one or more Band Class Members, or any existing agreement between Canada and any one or more Band Class Members.

14. No Derogation from Constitutional Rights

14.01 This Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and not as abrogating or derogating from them.

15. Benefit of the Agreement

15.01 This Agreement will enure to the benefit of and be binding upon the Parties, the Band Class Members, and their respective successors.

16. Applicable Law

16.01 This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Band Class Member is located and the laws of Canada applicable therein and where there is a conflict, the laws of Canada shall take precedence.

17. Counterparts

17.01 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

18. Official Languages

18.01 A French translation of this Agreement will be prepared as soon as practicable after the execution of this Agreement. Canada will pay for the costs of translation. The French version shall be of equal weight and force at law.

19. Date When Binding and Effective

19.01 This Agreement will become binding and effective on the Implementation Date on the Parties and all Band Class Members. The Settlement Approval Order of the Court constitutes deemed approval of this Agreement by all of the Band Class Members.

20. Effective in Entirety

20.01 None of the provisions of this Agreement will become effective unless and until the Court approves this Agreement.

NOT-FOR-PROFIT ENTITY

21. Establishing the Not-For-Profit Entity

21.01 After the signing of this Agreement, but before the Implementation Date, the Plaintiffs will cause to be incorporated a not-for-profit entity under the *Canada Not-for-profit Corporations Act*, SC 2009, c. 23, or analogous federal legislation or legislation in any of the provinces or territories (the legislation pursuant to which the not-for-profit entity is incorporated, including any amendments thereto or replacements thereof, is herein referred to as the "**Governing Corporate Statute**") to act as trustee of the Trust.

21.02 The not-for-profit entity will be independent of the Government of Canada.

21.03 The not-for-profit entity will have as its purposes the Four Pillars, which are described in more detail in Schedule F:

- a. Revival and protection of Indigenous languages of the Band Class Members;

- b. Revival and protection of Indigenous cultures of the Band Class Members;
 - c. Wellness for Indigenous communities and their members; and
 - d. Protection and promotion of the heritage of the Band Class Members.
- 21.04 The not-for-profit entity will have three (3) first directors, to be appointed one each by Tk'emlúps te Secwépemc, shíshálh Nation, and the Grand Council of the Crees (Eeyou Istchee) and whose names shall be included on the documentation filed with the government ministry or department with jurisdiction for the issuance of the articles of incorporation for the not-for-profit entity under the Governing Corporate Statute.
- 21.05 The first directors shall form an interim board that will govern the not-for-profit entity for a term of no more than one year after the Implementation Date, or until the permanent board is constituted, whichever occurs first.
- 21.06 The not-for-profit entity shall have a permanent board consisting of nine (9) directors, all of whom must be Indigenous, and cannot be elected officials of any Band Class Members, and who will be elected by the members of the not-for-profit entity in accordance with its by-laws, articles of incorporation and the Governing Corporate Statute. In addition to the qualifications in the immediately preceding sentence (*i.e.*, must be Indigenous and cannot be an elected official of any Band Class Member), the permanent board shall be comprised of the following directors having the following qualifications:
- a. Three directors, one of whom shall be elected from only a candidate or candidates whose nomination for election or appointment to the board is approved in advance by Tk'emlúps te Secwépemc, one of whom shall be elected from only a candidate or candidates whose nomination for election or appointment to the board is approved in advance by shíshálh Nation, and one of whom shall be elected from only a candidate or candidates whose nomination for election or appointment to the board is approved in advance by the Grand Council of the Crees;
 - b. Five regional directors, whose election or appointment to the office of director of the not-for-profit entity (collectively, the "**Regional Directors**" and each a "**Regional Director**") shall be in accordance with the following:
 - i One Regional Director for British Columbia and Yukon who shall be elected or appointed from among only a candidate or candidates each of whom is a member

of a Band Class Member of British Columbia or Yukon;

- ii One Regional Director for Alberta and Northwest Territories, who shall be elected or appointed from among only a candidate or candidates each of whom is a member of a Band Class Member of Alberta or Northwest Territories;
 - iii One Regional Director for Saskatchewan, who shall be elected or appointed from among only a candidate or candidates each of whom is a member of a Band Class Member of Saskatchewan;
 - iv One Regional Director for Manitoba, who shall be elected or appointed from among only a candidate or candidates each of whom is a member of a Band Class Member of Manitoba; and
 - v One Regional Director for Quebec, Ontario, and the Atlantic Provinces, who shall be elected or appointed from among only a candidate or candidates each of whom is a member of a Band Class Member of Quebec, Ontario, or one of the Atlantic Provinces; and
- c. One director who shall be elected or appointed from among only a candidate or candidates each of whom is approved in advance by Canada (herein referred to as the **"Canada Director"**) and shall be approved by the committee under Section 21.08

21.07 The Canada Director shall not hold the office of chair of the board of directors of the not-for-profit entity or the office of vice-chair of the board of directors of the not-for-profit entity, and shall not sit as chair in any meeting of the not-for-profit entity.

21.08 The first election of Regional Directors shall be from among only candidates selected by a committee of the board of directors of the not-for-profit entity, and the membership of this committee shall consist of one representative from each of Tk'emlúps te Secwépemc, shíshálh Nation, and the Grand Council of the Crees. The board of directors of the not-for-profit entity shall constitute such committee and appoint its members, one each upon the recommendation of, respectively, Tk'emlúps te Secwépemc, shíshálh Nation, and the Grand Council of the Crees. For certainty, it is understood and agreed that despite any vacancy on the committee, the members of the committee may exercise all the powers of the committee if a majority of the members remain on the committee.

21.09 Subsequent elections of Regional Directors shall be from among only candidates selected

by a committee of the board of directors of the not-for-profit entity, and the membership of this committee shall consist of one representative each of Tk'emlúps te Secwépemc, shishálh Nation, the Grand Council of the Crees, the BC-Yukon region, the Alberta-Northwest Territories region, the Saskatchewan region, the Manitoba region, and the Quebec, Ontario, and Atlantic Provinces region. The board of directors of the not-for-profit entity shall constitute such committee and appoint its members, one each upon the recommendation of, respectively, Tk'emlúps te Secwépemc, shishálh Nation, the Grand Council of the Crees the BC-Yukon region, the Alberta-Northwest Territories region, the Saskatchewan region, the Manitoba region, and the Quebec, Ontario, and Atlantic Provinces region. For certainty, it is understood and agreed that despite any vacancy on the committee, the members of the committee may exercise all the powers of the committee if a majority of the members remain on the committee.

22.Operation of the Not-For-Profit Entity

- 22.01 The not-for-profit entity will establish a Trust and as trustee under the Trust, the not-for-profit entity will receive, hold, invest, manage, and disburse the Fund for the benefit of the Band Class Members in accordance with this Agreement, the terms of the Trust as set out in a written trust agreement signed by the not-for-profit entity to indicate its acceptance of the Trust and the duties and obligations of trustee, and in accordance with the Investment Policy and Disbursement Policy attached as Schedules D and E.
- 22.02 The not-for-profit entity shall be the sole trustee of the Trust.
- 22.03 The duties and responsibilities of the directors of the not-for-profit entity will be:
- a. to establish the Trust;
 - b. to invest the Fund having regard to the Investment Policy;
 - c. to disburse the Fund to Band Class Members in accordance with the Disbursement Policy;
 - d. to engage the services of professionals to assist in fulfilling the directors' duties;
 - e. to hire an Executive Director to assist the Board of Directors in their duties, including the implementation of the Investment Policy as soon as practicable after the appointment of the first Directors;

- f. to exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances;
 - g. to keep such books, records, and accounts as are necessary or appropriate to document the assets held by the not-for-profit entity; and
 - h. to do such other acts and things as are incidental to the foregoing, and to exercise all powers that are necessary or useful to carry on the activities of the not-for-profit entity, the duties and obligations of the not-for-profit entity as trustee under the Trust, and to carry out the provisions of this Agreement.
- 22.04 The operational expenses of the not-for-profit entity, including reasonable disbursements incurred for the administration, management and investment of the Trust, will be funded from investment income. If there is no investment income for a year, all operational expenses, together with all reasonable disbursements incurred for the administration, management and investment of the Trust, will be paid out of capital. This payment out of capital will be reimbursed as soon as there is investment income available. The not-for-profit entity will be entitled to be paid its reasonable operational expenses for the 10-year period following the 20th anniversary of the establishment of the Trust, which it may set up as a reserve and set-off against and holdback from the final disbursement from the Fund to the Band Class Members in accordance with the Agreement.
- 22.05 No person may bring any action or take any proceeding against the not-for-profit entity, including its directors, officers, members, employees, agents, partners, associates, representatives, successors, or assigns of the not-for-profit entity, for any matter in any way relating to the Agreement, the administration of the Agreement, or the implementation of the Agreement, except with leave of this Court on notice to all affected parties.

23. Interim Board

- 23.01 The mandate of the interim board appointed in accordance with Section 21.04 shall be limited to the following:
- a. Hiring an interim executive director;
 - b. Retaining financial and legal advisors;
 - c. Establishing the Trust pursuant to Section 22.01

- d. Opening a bank account and taking other necessary steps to facilitate the receipt of the Fund into the Trust;
- e. Investing the Fund in accordance with the Investment Policy;
- f. Disbursing Planning Funds to each Band, pursuant to the Disbursement Policy; and
- g. Approving directors to fill the regional positions.

THE FUND

24. The Fund

- 24.01 Canada agrees to provide the lump sum amount of two billion eight hundred million dollars (\$2,800,000,000.00) to establish the Fund.
- 24.02 Canada shall forthwith, and no later than 30 days after the Implementation Date, settle the Fund upon the Trust established pursuant to Section 22.01.
- 24.03 The Fund will be used in furtherance of the Four Pillars, and will be invested and disbursed to the Band Class Members in accordance with the Investment Policy and Disbursement Policy.
- 24.04 Canada expressly agrees that the payment to establish the Fund is in addition to and not a replacement for any present or future funding or programming available to First Nations or other Indigenous groups (whether members of the Band Class or not), and that Band Class Members will not be denied, or receive reduced, funding or programming as a result of having received payments through the Fund.
- 24.05 Canada shall make best efforts to exempt any income earned by the Trust from federal taxation, and Canada shall have regard to the measures that it took in similar circumstances for the class action settlements addressed in paragraph 81(1)(g.3) of the *Income Tax Act*.
- 24.06 Neither the Fund nor the income earned from the Fund can be used:
- a. to fund individuals;
 - b. to fund commercial ventures;
 - c. as collateral or to secure loans; or

d. as a guarantee.

24.07 The Parties agree that no monies paid out from the Fund to a Band Class Member are subject to redirection, execution, or seizure by third parties and shall seek a term to this effect in the Settlement Approval Order.

IMPLEMENTATION OF THIS AGREEMENT

25. Notice Plans

25.01 The Parties agree that the Plaintiffs will seek an Order from the Court, on consent, approving a Settlement Agreement Notice Plan, whereby Band Class Members will be provided with notice of the Agreement, its terms, how to obtain more information, and how to share their feedback in advance of, and during, the settlement approval hearing.

25.02 The Parties further agree that the Plaintiffs will seek an Order from the Court, on consent and as part of the application for Court approval of this Agreement, approving a Settlement Approval Notice Plan, which will provide Band Class Members with notice of the Approval Order, information regarding the operation of the not-for-profit entity, and how Band Class Members receive funding from the Fund.

26. Settlement Approval Order

26.01 The Parties agree that a Settlement Approval Order concerning this Agreement will be sought from the Court in a form to be agreed upon by the Parties and shall include the following provisions:

- a. incorporating by reference this Agreement in its entirety including all Schedules;
- b. ordering and declaring that the Order is binding on all Band Class Members; and
- c. ordering and declaring that the Band Class claims set out in the Second Re-Amended Statement of Claim, filed February 11, 2022, are dismissed, and giving effect to the releases and related clauses set out in Section 27 herein to ensure the conclusion of all Band Class claims.

27. Conclusion of Band Class Claims

27.01 Each Band Class Member ("Releasor") fully, finally and forever releases His Majesty the King in Right of Canada, its servants, agents, officers and employees, from any and all

actions, causes of action, common law, international law, Quebec civil law, and statutory liabilities, contracts, claims, and demands of every nature or kind and in any forum ("Claims") available against Canada that were asserted or could have been asserted in relation to those asserted in the Second Re-Amended Statement of Claim regarding the purpose, creation, planning, establishment, setting up, initiating, funding, operation, supervision, control and maintenance of Residential Schools, the obligatory attendance of Survivors at Residential Schools, the Residential Schools system, and/or any Residential Schools policy or policies (the "Release") and all such claims set out herein are dismissed on consent of the Parties as if determined on their merits.

- 27.02 For greater clarity, and without limiting the forgoing, the Claims do not relate to, or include any claims regarding, children who died or disappeared while in attendance at Residential School.
- 27.03 For greater clarity and without limiting the foregoing, the Release does not settle, compromise, release or limit in any way whatsoever any claims by the Releasors, in any other action, claim, lawsuit, or complaint regarding a declaration of Aboriginal or Treaty rights, a breach of Aboriginal rights, a breach of Treaty rights, a breach of fiduciary duty, or the constitutionality of any provision of the *Indian Act*, its predecessors or Regulations, other than claims related to the purpose, creation, planning, establishment, setting up, initiating, funding, operation, supervision, control and maintenance of Residential Schools, the obligatory attendance of Survivors at Residential Schools, the Residential School system, and/or any Residential Schools policy or policies as set out in Section 27.01.
- 27.04 Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasors against any person other than Canada. For greater clarity, and without limiting the foregoing, the Release cannot be relied upon by any Third Party, including any religious organization that was involved in the creation and operation of Residential Schools.
- 27.05 If any Releasor makes any claim or demand or takes any actions or proceedings, or continues such claims, actions, or proceedings against other person(s) or entities in relation to the allegations, matters or the losses or injuries at issue in the Action, including any claim against Provinces, Territories, other legal entities, or groups, including but not limited to religious or other institutions that were in any way involved with Residential Schools, the Releasor will expressly limit their claims so as to exclude any portion of loss for which

Canada may be found at fault or legally responsible for, or that Canada otherwise would have been liable to pay but for this Release.

27.06 Canada may rely on this Release as a defence to any lawsuit by the Releasers that purports to seek compensation from Canada for anything released through this Agreement.

27.07 Each Releaser is deemed to have agreed, warranted, and represented that it is the holder of the collective rights to whom the duties are owed on behalf of their respective communities as asserted in the Second Re-Amended Statement of Claim.

27.08 Canada may rely on this Agreement as a defence in the event that any other individual, group, or entity ("Third Party") pursues any action, claim, or demand for the claims or losses released by this Agreement and asserts that it, and not any Releaser, is the proper holder of the collective or community rights, is the community entity to whom the asserted duties were owed, or holds the authority to advance and release such claims, either because it is a sub-group within the Releaser entity or a larger entity to which the Releaser belongs, or is otherwise related, connected or derived.

27.09 If a court or tribunal determines that a Third Party, and not the Releaser, is the appropriate rights holder or otherwise owed the duties at issue, Canada may seek a set-off of the amounts paid to the Releaser through operation of this agreement.

27.10 The release provisions contained herein, revised as required for formatting only, will be included as terms of the Court Order approving the Settlement Agreement.

28. Deemed Consideration by Canada

28.01 Canada's obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in this Agreement and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Releasers are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims, and demands.

LEGAL FEES AND DISBURSEMENTS

29. Class Counsel Fees and Disbursements

- 29.01 Any legal fees and disbursements of Class Counsel and proposed honoraria are the subject of the Fee Agreement, which is subject to review and approval by the Court.
- 29.02 Disbursements shall include costs associated with establishing the not-for-profit entity or Trust prior to the Implementation Date such that the not-for-profit entity or Trust is in a position to receive and invest the Fund.
- 29.03 Court approval of the Fee Agreement is separate and distinct from Court approval of this Agreement. In the event that the Court does not approve the Fee Agreement, in whole or in part, it will have no effect on the approval or implementation of this Agreement.

TERMINATION AND OTHER CONDITIONS

30. Termination of Agreement

- 30.01 This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled and the Court orders that the Agreement is completed.
- 30.02 This Agreement will be rendered null and void and no longer binding on the Parties in the event that the Court does not grant its approval at the settlement approval hearing.

31. Amendments

- 31.01 Except as expressly provided in this Agreement, no amendment may be made to this Agreement, including the Schedules, unless agreed to by the Parties in writing and approved by the Court.

CONFIDENTIALITY

32. Confidentiality of Negotiations

- 32.01 Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the exchanges of letters of offer and acceptance, continues in force.

CO-OPERATION**33. Co-operation**

33.01 Upon execution of this Agreement, the Parties will co-operate and make best efforts to obtain Court approval of this Agreement and make reasonable efforts to obtain the support and participation of the Band Class Members in all aspects of this Agreement. If this Agreement is not approved by the Court, the Parties shall negotiate in good faith to cure any defects identified by the Court.

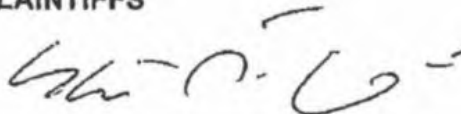
34. Public Announcements

34.01 Shortly after all parties have signed this Agreement, the Parties shall release a joint public statement announcing the settlement in a form to be agreed by the Parties, and at a mutually agreed time, will make public announcements in support of this Agreement. The Parties will continue to speak publicly in favour of the Agreement as reasonably requested by any Party.

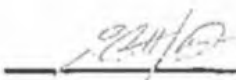
[The remainder of this page is left intentionally blank. Signature pages follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of this 18th day of January, 2023.

FOR THE REPRESENTATIVE PLAINTIFFS



Tk'emlúps te Secwépemc, per
Shane Gottfriedson
Former Chief



Tk'emlúps te Secwépemc, per
~~Kúkpi7 Rosanne Gasimir~~ Acting Kúkpi7 (Chief), Joshua Gottfriedson

shíshalh Nation, per
Garry Feschuk
Former Chief

shíshalh Nation, per
hiwus

**FOR THE DEFENDANT HIS MAJESTY THE KING
IN RIGHT OF CANADA**

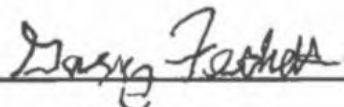
Darlene Bess
Chief, Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern
Affairs Canada


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FOR THE REPRESENTATIVE PLAINTIFFS

Tk'emlúps te Secwépemc, per
Shane Gottfriedson
Former Chief

Tk'emlúps te Secwépemc, per
Kukpi7 Rosanne Casimir


shíshalh Nation, per
Garry Feschuk
Former Chief


shíshalh Nation, per
hiwus

**FOR THE DEFENDANT HIS MAJESTY THE KING
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shíshalh Nation, per
Garry Feschuk
Former Chief

shíshalh Nation, per
hiwus

**FOR THE DEFENDANT HIS MAJESTY THE KING
IN RIGHT OF CANADA**

Bess, Darlene Digitally signed by Bess, Darlene
Date: 2023.01.18 18:37:41 -05'00'

Darlene Bess
Chief, Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern
Affairs Canada

FOR CLASS COUNSEL

Waddell Phillips Professional Corporation, per
John K. Phillips, K.C.

Peter R. Grant Law Corporation, per
Peter R. Grant

Diane Soroka Avocate Inc., per
Diane H. Soroka

FOR CLASS COUNSEL

Waddell Phillips Professional Corporation, per
John K. Phillips, K.C.



Peter R. Grant Law Corporation, per
Peter R. Grant



Diane Soroka Avocate Inc., per
Diane H. Soroka



SCHEDULE A

CLASS PROCEEDING

FORM 171A - Rule 171

FEDERAL COURT

Court File No. T-1542-12

e-document

ID 795

F I L E D	COUR FÉDÉRALE	D É P O S É
	11-FEB-2022	
Natasha Brant		
Ottawa, ONT	doc	323

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, on behalf of the TK'EMLUPS TE SECWÉPEMC INDIAN BAND and the TK'EMLUPS TE SECWÉPEMC INDIAN BAND, and

CHIEF GARRY FESCHUK, on behalf of the SECHELT INDIAN BAND and the SECHELT INDIAN BAND

PLAINTIFFS

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by
THE ATTORNEY GENERAL OF CANADA

DEFENDANT

SECOND RE-AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiffs' solicitor or, where the plaintiffs do not have a solicitor, serve it on the plaintiffs, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

(Date)

Issued by: _____
(Registry Officer)

Address of local office: 90 Sparks Street Ottawa, ON K1A 0H9

TO:

Her Majesty the Queen in Right of Canada,
Minister of Indian Affairs and Northern Development, and
Attorney General of Canada
Department of Justice
900 - 840 Howe Street
Vancouver, B.C. V6Z 2S9

RELIEF SOUGHT

1. The Representative Plaintiffs, on behalf of Tk'emlúps te Secwépemc Indian Band and Sechelt Indian Band, and on behalf of the members of the Class, claim:

- (a) a Declaration that the Sechelt Indian Band (referred to as the shishálh or shishálh band) and Tk'emlúps Band, and all members of the certified Class of Indian Bands, have Aboriginal Rights to speak their traditional languages and engage in their traditional customs and religious practices;
- (b) a Declaration that Canada owed and was in breach of fiduciary, constitutionally-mandated, statutory and common law duties as well as breaches of International Conventions and Covenants, and breaches of international law, to the Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivors at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
- (c) a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Class;
- (d) a Declaration that Canada was or is in breach of the Class members' linguistic and cultural rights, (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools Policy, and the Residential Schools;
- (e) a Declaration that Canada is liable to the Class members for the damages caused by its breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools;
- (f) non-pecuniary and pecuniary general damages and special damages for breach of fiduciary, constitutionally-mandated, statutory and common law duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost of care and development of wellness plans for individual members of the Indian Bands in the Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Indian Bands for which Canada is liable;

- (g) the construction of healing centres in the Class communities by Canada;
- (h) exemplary and punitive damages for which Canada is liable;
- (i) pre-judgment and post-judgment interest;
- (j) the costs of this action; and
- (k) such further and other relief as this Honourable Court may deem just.

DEFINITIONS

2. The following definitions apply for the purposes of this Claim:

- (a) "Aboriginal(s)", "Aboriginal Person(s)", "Aboriginal People(s)" or "Aboriginal Child(ren)" means a person or persons whose rights are recognized and affirmed by the *Constitution Act*, 1982, s. 35;
- (b) "Aboriginal Right(s)" means any or all of the aboriginal and treaty rights recognized and affirmed by the *Constitution Act*, 1982, s. 35;
- (c) "Act" means the *Indian Act*, R.S.C. 1985, c. I-5 and its predecessors as have been amended from time to time;
- (d) "Agents" means the servants, contractors, agents, officers and employees of Canada and the operators, managers, administrators and teachers and staff of each of the Residential Schools;
- (e) "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006 entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- (f) "Indian Band" means any entity that:
 - (i) Is either a "band" as defined in s.2(1) of the *Indian Act* or a band, First Nation, Nation or other Indigenous group that is party to a self-government agreement or treaty implemented by an Act of Parliament recognizing or establishing it as a legal entity; and
 - (ii) Asserts that it holds rights recognized and affirmed by section 35 of the *Constitution Act*, 1982.
- (g) "Class" means the Tk'emlúps te Secwépemc Indian Band and the shíshálh band and any other Indian Band(s) that:
 - (i) has or had some members who are or were Survivors, or in whose community a Residential School is or was located; and

- (ii) is specifically added to this claim in relation to one or more specifically identified Residential Schools.
- (h) “Canada” means the Defendant, Her Majesty the Queen in right of Canada as represented by the Attorney General of Canada;
- (i) “Class Period” means 1920 to 1997;
- (j) “Cultural, Linguistic and Social Damage” means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- (k) “Identified Residential School(s)” means one or more of the KIRS or the SIRS or any other Residential School specifically identified by a member of the Class;
- (l) “KIRS” means the Kamloops Indian Residential School;
- (m) “Residential Schools” means all Indian Residential Schools recognized under the Agreement;
- (n) “Residential Schools Policy” means the policy of Canada with respect to the implementation of Indian Residential Schools;
- (o) “SIRS” means the Sechelt Indian Residential School;
- (p) “Survivors” means all Aboriginal Persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period.

THE PARTIES

The Plaintiffs

3. The Tk'emlúps te Secwépemc Indian Band and the shíshálh band are Indian Bands and they both act as Representative Plaintiffs for the Class. The Class members represent the collective interests and authority of each of their respective communities.

The Defendant

4. Canada is represented in this proceeding by the Attorney General of Canada. The Attorney General of Canada represents the interests of Canada and the Minister of Aboriginal Affairs and

Northern Development Canada and predecessor Ministers who were responsible for “Indians” under s.91 (24) of the *Constitution Act, 1867*, and who were, at all material times, responsible for the formation and implementation of the Residential Schools Policy, and the maintenance and operation of Residential Schools, including the KIRS and the SIRS.

STATEMENT OF FACTS

5. Over the course of the last several years, Canada has acknowledged the devastating impact of its Residential Schools Policy on Canada’s Aboriginal Peoples. Canada’s Residential Schools Policy was designed to eradicate Aboriginal culture and identity and assimilate the Aboriginal Peoples of Canada into Euro-Canadian society. Through this policy, Canada ripped away the foundations of identity for generations of Aboriginal People and caused incalculable harm to both individuals and communities.

6. The direct beneficiary of the Residential Schools Policy was Canada as its obligations would be reduced in proportion to the number, and generations, of Aboriginal Persons who would no longer recognize their Aboriginal identity and would reduce their claims to rights under the Act and Canada’s fiduciary, constitutionally-mandated, statutory and common law duties.

7. Canada was also a beneficiary of the Residential Schools Policy, as the policy served to weaken the claims of Aboriginal Peoples to their traditional lands and resources. The result was a severing of Aboriginal People from their cultures, traditions and ultimately their lands and resources. This allowed for exploitation of those lands and resources by Canada, not only without Aboriginal Peoples’ consent but also, contrary to their interests, the Constitution of Canada and the Royal Proclamation of 1763.

8. The truth of this wrong and the damage it has wrought has now been acknowledged by the Prime Minister on behalf of Canada, and through the pan-Canadian settlement of the claims of those individuals who *resided at* Canada's Residential Schools by way of the Agreement implemented in 2007, and subsequently, the settlement of the claims of those individuals who attended at Canada's Residential Schools in this and other proceedings.

9. This claim is on behalf of the members of the Class, consisting of the Aboriginal communities within which the Residential Schools were situated, or whose members are or were Survivors.

The Residential School System

10. Residential Schools were established by Canada prior to 1874, for the education of Aboriginal Children. Commencing in the early twentieth century, Canada began entering into formal agreements with various religious organizations (the "Churches") for the operation of Residential Schools. Pursuant to these agreements, Canada controlled, regulated, supervised and directed all aspects of the operation of Residential Schools. The Churches assumed the day-to-day operation of many of the Residential Schools under the control, supervision and direction of Canada, for which Canada paid the Churches a *per capita* grant. In 1969, Canada took over operations directly.

11. As of 1920, the Residential Schools Policy included compulsory *attendance* at Residential Schools for all Aboriginal Children aged 7 to 15. Canada removed most Aboriginal Children from their homes and Aboriginal communities and transported them to Residential Schools which were often long distances away. However, in some cases, Aboriginal Children lived in their homes and communities and were similarly required to attend Residential Schools as day students and not residents. This practice applied to even more children in the later years of the Residential Schools

Policy. While at Residential School, all Aboriginal Children were confined and deprived of their heritage, their support networks and their way of life, forced to adopt a foreign language and a culture alien to them and punished for non-compliance.

12. The purpose of the Residential Schools Policy was the complete integration and assimilation of Aboriginal Children into the Euro-Canadian culture and the obliteration of their traditional language, culture, religion and way of life. Canada set out and intended to cause the Cultural, Linguistic and Social Damage which has harmed Canada's Aboriginal Peoples and Class members.

13. Canada chose to be disloyal to its Aboriginal Peoples, implementing the Residential Schools Policy in its own self-interest, including economic self-interest, and to the detriment and exclusion of the interests of the Class members to whom Canada owed fiduciary and constitutionally-mandated duties. The Residential Schools Policy was intended to eradicate Aboriginal identity, culture, language, and spiritual practices. This assimilation would result in a reduction in the number of individuals identifying as Aboriginal, and with that would be a reduction in Canada's obligations to Aboriginal individuals and Indian Bands, as Aboriginal individuals who no longer identify as Aboriginal would be unlikely to make claims to their rights as Aboriginal Persons.

The Effects of the Residential Schools Policy on the Class Members

Tk'emlúps Indian Band

14. Tk'emlúpsmc, 'the people of the confluence', now known as the Tk'emlúps te Secwépemc Indian Band are members of the northernmost of the Plateau People and of the Interior-Salish Secwépemc (Shuswap) speaking peoples of British Columbia. The Tk'emlúps

Indian Band was established on a reserve now adjacent to the City of Kamloops, where the KIRS was subsequently established.

15. Secwepemctsin is the language of the Secwépemc, and it is the unique means by which the cultural, ecological, and historical knowledge and experience of the Secwépemc people is understood and conveyed between generations. It is through language, spiritual practices and passage of culture and traditions including their rituals, drumming, dancing, songs and stories, that the values and beliefs of the Secwépemc people are captured and shared. From the Secwépemc perspective all aspects of Secwépemc knowledge, including their culture, traditions, laws and languages, are vitally and integrally linked to their lands and resources.

16. Language, like the land, was given to the Secwépemc by the Creator for communication to the people and to the natural world. This communication created a reciprocal and cooperative relationship between the Secwépemc and the natural world which enabled them to survive and flourish in harsh environments. This knowledge, passed down to the next generation orally, contained the teachings necessary for the maintenance of Secwépemc culture, traditions, laws and identity.

17. For the Secwépemc, their spiritual practices, songs, dances, oral histories, stories and ceremonies were an integral part of their lives and societies. These practices and traditions are absolutely vital to maintain. Their songs, dances, drumming and traditional ceremonies connect the Secwépemc to their land and continually remind the Secwépemc of their responsibilities to the land, the resources and to the Secwépemc people.

18. Secwépemc ceremonies and spiritual practices, including their songs, dances, drumming and passage of stories and history, perpetuate their vital teachings and laws relating to the harvest

of resources, including medicinal plants, game and fish, and the proper and respectful protection and preservation of resources. For example, in accordance with Secwépemc laws, the Secwépemc sing and pray before harvesting any food, medicines, and other materials from the land, and make an offering to thank the Creator and the spirits for anything they take. The Secwépemc believe that all living things have spirits and must be shown utmost respect. It was these vital, integral beliefs and traditional laws, together with other elements of Secwépemc culture and identity, that Canada sought to destroy with the Residential Schools Policy.

Shíshálh band

19. The shíshálh Nation, a division of the Coast Salish First Nations, originally occupied the southern portion of the lower coast of British Columbia. The shíshálh People settled the area thousands of years ago, and occupied approximately 80 village sites over a vast tract of land. The shíshálh People are made up of four sub-groups that speak the language of Shashishalhem, which is a distinct and unique language, although it is part of the Coast Salish Division of the Salishan Language.

20. Shíshálh tradition describes the formation of the shíshálh world (Spelmulh story). Beginning with the creator spirits, who were sent by the Divine Spirit to form the world, they carved out valleys leaving a beach along the inlet at Porpoise Bay. Later, the transformers, a male raven and a female mink, added details by carving trees and forming pools of water.

21. The shíshálh culture includes singing, dancing and drumming as an integral part of their culture and spiritual practices, a connection with the land and the Creator and passing on the history and beliefs of the people. Through song and dance the shíshálh People would tell stories, bless events and even bring about healing. Their songs, dances and drumming also signify critical seasonal events that are integral to the shíshálh. Traditions also include making and using masks,

baskets, regalia and tools for hunting and fishing. It was these vital, integral beliefs and traditional laws, together with other elements of the shishálh culture and identity, that Canada sought to destroy with the Residential Schools Policy.

The Impact of the Residential schools

22. For Aboriginal Children who were compelled to attend the Residential Schools, rigid discipline was enforced as per the Residential Schools Policy. While at school, children were not allowed to speak their Aboriginal language, even to their parents, and thus members of these Aboriginal communities were forced to learn English.

23. Aboriginal culture was strictly suppressed by the school administrators in compliance with the policy directives of Canada including the Residential Schools Policy. At the SIRS, members of shishálh were forced to burn or give to the agents of Canada centuries-old totem poles, regalia, masks and other “paraphernalia of the medicine men” and to abandon their potlatches, dancing and winter festivities, and other elements integral to the Aboriginal culture and society of the shishálh and Secwépemc peoples.

24. Because the SIRS was physically located in the shishálh community, Canada’s eyes, both directly and through its Agents, were upon the elders and they were punished severely for practising their culture or speaking their language or passing this on to future generations. In the midst of that scrutiny, members of the shishálh band struggled, often unsuccessfully, to practice, protect and preserve their songs, masks, dancing or other cultural practices.

25. The Tk’emlúps te Secwépemc suffered a similar fate due to their proximity to the KIRS.

26. The children at the Residential Schools were taught to be ashamed of their Aboriginal identity, culture, spirituality and practices. They were referred to as, amongst other derogatory

epithets, “dirty savages” and “heathens” and taught to shun their very identities. The Class members’ Aboriginal way of life, traditions, cultures and spiritual practices were supplanted with the Euro-Canadian identity imposed upon them by Canada through the Residential Schools Policy.

27. The Class members have lost, in whole or in part, their traditional economic viability, self-government and laws, language, land base and land-based teachings, traditional spiritual practices and religious practices, and the integral sense of their collective identity.

28. The Residential Schools Policy, delivered through the Residential Schools, wrought Cultural, Linguistic and Social devastation on the communities of the Class and altered their traditional way of life.

Canada’s Settlement with Former Residential School Residents

29. From the closure of the Residential Schools until the late 1990’s, Canada’s Aboriginal communities were left to battle the damages and suffering of their members as a result of the Residential Schools Policy, without any acknowledgement from Canada. During this period, Residential School survivors increasingly began speaking out about the horrible conditions and abuse they suffered, and the dramatic impact it had on their lives. At the same time, many survivors committed suicide or self-medicated to the point of death. The deaths devastated the life and stability of the communities represented by the Class.

30. In January 1998, Canada issued a Statement of Reconciliation acknowledging and apologizing for the failures of the Residential Schools Policy. Canada admitted that the Residential Schools Policy was designed to assimilate Aboriginal Persons and that it was wrong to pursue that goal. The Plaintiffs plead that the Statement of Reconciliation by Canada is an admission by

Canada of the facts and duties set out herein and is relevant to the Plaintiffs' claim for damages, particularly punitive damages.

31. The Statement of Reconciliation stated, in part, as follows:

Sadly, our history with respect to the treatment of Aboriginal people is not something in which we can take pride. Attitudes of racial and cultural superiority led to a suppression of Aboriginal culture and values. As a country we are burdened by past actions that resulted in weakening the identity of Aboriginal peoples, suppressing their languages and cultures, and outlawing spiritual practices. We must recognize the impact of these actions on the once self-sustaining nations that were disaggregated, disrupted, limited or even destroyed by the dispossession of traditional territory, by the relocation of Aboriginal people, and by some provisions of the Indian Act. We must acknowledge that the results of these actions was the erosion of the political, economic and social systems of Aboriginal people and nations.

Against the backdrop of these historical legacies, it is a remarkable tribute to the strength and endurance of Aboriginal people that they have maintained their historic diversity and identity. The Government of Canada today formally expresses to all Aboriginal people in Canada our profound regret for past actions of the Federal Government which have contributed to these difficult pages in the history of our relationship together.

One aspect of our relationship with Aboriginal people over this period that requires particular attention is the Residential School System. This system separated many children from their families and communities and prevented them from speaking their own languages and from learning about their heritage and cultures. In the worst cases, it left legacies of personal pain and distress that continued to reverberate in Aboriginal communities to this date. Tragically, some children were the victims of physical and sexual abuse.

The Government of Canada acknowledges the role it played in the development and administration of these schools. Particularly to those individuals who experienced the tragedy of sexual and physical abuse at Residential Schools, and who have carried this burden believing that in some way they must be responsible, we wish to emphasize that what you experienced was not your fault and should never have happened. To those of you who suffered this tragedy at Residential Schools, we are deeply sorry. In dealing with the legacies of the Residential School

program, the Government of Canada proposes to work with First Nations, Inuit, Metis people, the Churches and other interested parties to resolve the longstanding issues that must be addressed. We need to work together on a healing strategy to assist individuals and communities in dealing with the consequences of this sad era of our history...

32. Reconciliation is an ongoing process. In renewing our partnership, we must ensure that the mistakes which marked our past relationship are not repeated. The Government of Canada recognizes that policies that sought to assimilate Aboriginal People, women and men, were not the way to build a strong community. On June 11, 2008, Prime Minister Stephen Harper on behalf of Canada, delivered an apology ("Apology") that acknowledged the harm done by Canada's Residential Schools Policy:

For more than a century, Indian Residential Schools separated over 150,000 Aboriginal children from their families and communities. In the 1870's, the federal government, partly in order to meet its obligation to educate Aboriginal children, began to play a role in the development and administration of these schools. Two primary objectives of the Residential Schools system were to remove and isolate children from the influence of their homes, families, traditions and cultures, and to assimilate them into the dominant culture. These objectives were based on the assumption Aboriginal cultures and spiritual beliefs were inferior and unequal. Indeed, some sought, as it was infamously said, "to kill the Indian in the child". Today, we recognize that this policy of assimilation was wrong, has caused great harm, and has no place in our country. [emphasis added]

33. In this Apology, the Prime Minister made some important acknowledgments regarding the Residential Schools Policy and its impact on Aboriginal Children:

The Government of Canada built an educational system in which very young children were often forcibly removed from their homes, often taken far from their communities. Many were inadequately fed, clothed and housed. All were deprived of the care and nurturing of their parents, grandparents and communities. First Nations, Inuit and Métis languages and cultural practices were prohibited in these schools.

Tragically, some of these children died while attending residential schools and others never returned home.

The government now recognizes that the consequences of the Indian Residential Schools policy were profoundly negative and that this policy has had a lasting and damaging impact on Aboriginal culture, heritage and language.

The legacy of Indian Residential Schools has contributed to social problems that continue to exist in many communities today.

* * *

We now recognize that it was wrong to separate children from rich and vibrant cultures and traditions, that it created a void in many lives and communities, and we apologize for having done this. We now recognize that, in separating children from their families, we undermined the ability of many to adequately parent their own children and sowed the seeds for generations to follow, and we apologize for having done this. We now recognize that, far too often, these institutions gave rise to abuse or neglect and were inadequately controlled, and we apologize for failing to protect you. Not only did you suffer these abuses as children, but as you became parents, you were powerless to protect your own children from suffering the same experience, and for this we are sorry.

The burden of this experience has been on your shoulders for far too long. The burden is properly ours as a Government, and as a country. There is no place in Canada for the attitudes that inspired the Indian Residential Schools system to ever prevail again. You have been working on recovering from this experience for a long time and in a very real sense, we are now joining you on this journey. The Government of Canada sincerely apologizes and asks the forgiveness of the Aboriginal peoples of this country for failing them so profoundly.

CANADA'S BREACH OF DUTIES TO THE CLASS MEMBERS

34. From the formation of the Residential Schools Policy to its execution in the form of forced attendance at the Residential Schools, Canada caused incalculable losses to the Class members. The Class members have all been affected by Cultural, Linguistic and Social Damage which has impaired the ability of Class members to govern their peoples and their lands.

Canada's Duties

35. Canada was responsible for developing and implementing all aspects of the Residential Schools Policy, including carrying out all operational and administrative aspects of Residential Schools. While the Churches were used as Canada's Agents to assist Canada in carrying out its objectives, those objectives and the manner in which they were carried out were the obligations of Canada. Canada was responsible for:

- (a) the administration of the Act and its predecessor statutes as well as all other statutes relating to Aboriginal Persons and all Regulations promulgated under these Acts and their predecessors during the Class Period;
- (b) the management, operation and administration of the Department of Indian Affairs and Northern Development and its predecessors and related Ministries and Departments, as well as the decisions taken by those ministries and departments;
- (c) the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of the Residential Schools and for the creation, design and implementation of the program of education for Aboriginal Persons in attendance;
- (d) the selection, control, training, supervision and regulation of the operators of the Residential Schools, including their employees, servants, officers and agents, and for the care and education, control and well being of Aboriginal Persons attending the Residential Schools;
- (e) preserving, promoting, maintaining and not interfering with Aboriginal Rights, including the right to retain and practice their culture, spirituality, language and traditions and the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities; and
- (f) the care and supervision of all Survivors while they were in attendance at the Residential Schools during the Class Period.

36. Further, Canada has at all material times committed itself to honour international law in relation to the treatment of its people, which obligations form minimum commitments to Canada's Aboriginal Peoples, including the Class, and which have been breached. In particular, Canada's breaches include the failure to comply with the terms and spirit of:

- (a) the *Convention on the Prevention and Punishment of the Crime of Genocide*, 78 U.N.T.S. 277, entered into force Jan. 12, 1951,, and in particular Article 2(b), (c) and (e) of that convention, by engaging in the intentional destruction of the culture of Aboriginal Children and communities, causing profound and permanent cultural injuries to the Class;
- (b) the *Declaration of the Rights of the Child* (1959) G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354 by failing to provide Aboriginal Children with the means necessary for normal development, both materially and spiritually, and failing to put them in a position to earn a livelihood and protect them against exploitation;
- (c) the *Convention on the Rights of the Child*, GA res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 ILM 1456 (1989), and in particular Articles 29 and 30 of that convention, by failing to provide Aboriginal Children with education that is directed to the development of respect for their parents, their cultural identities, language and values, and by denying the right of Aboriginal Children to enjoy their own cultures, to profess and practise their own religions and to use their own languages;
- (d) the *International Covenant on Civil and Political Rights*, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force Mar. 23, 1976, in particular Articles 1 and 27 of that convention, by interfering with Class members' rights to retain and practice their culture, spirituality, language and traditions, the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities and the right to teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities;
- (e) the *American Declaration of the Rights and Duties of Man*, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in *Basic Documents Pertaining to Human Rights in the Inter-American System*, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992), and in particular Article XIII, by violating Class members' right to take part in the cultural life of their communities;
- (f) the *United Nations Declaration on the Rights of Indigenous Peoples*, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sect. 13, 2007), 46 I.L.M. 1013 (2007), endorsed by Canada 12 November 2010, Article 8, 2(d), which commits to the provision of effective mechanisms for redress for forced assimilation, and the additional following provisions: Preamble, Articles 1-15, 17-28, 31, 33-46.

37. Canada's obligations under international law inform Canada's common law, statutory, fiduciary, constitutionally-mandated and other duties, and a breach of the aforementioned international obligations is evidence of, or constitutes, a breach under domestic law.

Breach of Fiduciary and Constitutionally-Mandated Duties

38. Canada has constitutional obligations to, and a fiduciary relationship with, Aboriginal People and Indian Bands in Canada. Canada assumed the responsibility for educating Aboriginal children, and prevented Aboriginal Persons and Class members from doing so, by adopting and implementing the Residential Schools Policy, which included creating, planning, establishing, setting up, initiating, operating, financing, supervising, controlling and regulating a program of assimilation through the Residential Schools. Through the assumption of this role, and/or by virtue of the *Constitution Act 1867*, the *Constitution Act, 1982*, and the provisions of the Act, as amended, Canada owed a fiduciary duty to Class members.

39. Canada's constitutional duties include the obligation to uphold the honour of the Crown in all of its dealings with Aboriginal Peoples, including the Class members. This obligation arose with the Crown's assertion of sovereignty from the time of first contact and continues through post-treaty relationships. This is and remains an obligation of the Crown and was an obligation on the Crown at all material times. The honour of the Crown is a legal principle which requires the Crown to operate at all material times in its relations with Aboriginal Peoples from contact to post treaty in the most honourable manner to protect the interests of the Aboriginal Peoples.

40. Canada's fiduciary duties obliged Canada to act as a protector of Class members' Aboriginal Rights, including the protection and preservation of their language, culture and their way of life, and the duty to take corrective steps to restore the Plaintiffs' culture, history and status, or assist them to do so. At a minimum, Canada's duty to Aboriginal Persons and Indian Bands,

including the Class members, included the obligation to respect their Aboriginal Rights and not to deliberately seek to assimilate them, reduce their numbers, undermine, harm or impair them.

41. Canada breached the fiduciary and constitutional duties owed by Canada to the Class by targeting for destruction the collective identity and way of life established and enjoyed by the Class members.

42. Canada acted in its own self-interest and contrary to the interests of the Class members, not only by being disloyal to, but by actually betraying these communities which it had a duty to protect. Canada wrongfully exercised its discretion and power over Aboriginal Peoples, and in particular children, for its own benefit. The Residential Schools Policy was pursued by Canada, in whole or in part, to eradicate what Canada saw as the “Indian Problem”. Namely, Canada sought to relieve itself of its moral and financial responsibilities for Aboriginal People and communities, the expense and inconvenience of dealing with cultures, languages, habits and values different from Canada’s predominant Euro-Canadian heritage, and the challenges arising from land claims.

43. In further breach of its ongoing fiduciary, constitutionally-mandated, statutory and common law duties to the Class, Canada failed, and continues to fail, to adequately remediate the damage caused by its wrongful acts, failures and omissions. In particular, Canada has failed to take adequate measures to ameliorate the Cultural, Linguistic and Social Damage suffered by the Class, notwithstanding Canada’s admission of the wrongfulness of the Residential Schools Policy since 1998.

Breach of Aboriginal Rights

44. The shishálh and Tk’emlúps people, and indeed all members of the Class have exercised laws, customs and traditions integral to their distinctive societies prior to contact with Europeans.

In particular, and from a time prior to contact with Europeans, these Indian Bands have sustained their individual members, communities and distinctive cultures by speaking their languages and practicing their customs and traditions.

45. As a result of Residential School Policy, Class members were denied the ability to exercise and enjoy their Aboriginal Rights in the context of their collective expression within the Indian Bands, some particulars of which include, but are not limited to:

- (a) shíshálh, Tk'emlúps and other Indian Bands' cultural, spiritual and traditional activities have been lost or impaired;
- (b) the traditional social structures, including the equal authority of male and female leaders have been lost or impaired;
- (c) the shíshálh, Tk'emlúps and other Aboriginal languages have been lost or impaired;
- (d) traditional shíshálh, Tk'emlúps and Aboriginal parenting skills have been lost or impaired;
- (e) shíshálh, Tk'emlúps and other Aboriginal skills for gathering, harvesting, hunting and preparing traditional foods have been lost or impaired; and,
- (f) shíshálh, Tk'emlúps and Aboriginal spiritual beliefs have been lost or impaired.

46. Canada had at all material times and continues to have a duty to respect, honour and protect the Class members' Aboriginal Rights, including the exercise of their spiritual practices and traditional protection of their lands and resources, and an obligation not to undermine or interfere with the Class members' Aboriginal Rights. Canada has failed in these duties, without justification, through its Residential Schools Policy. Canada breached the Class members' Aboriginal Rights and caused the Class members Cultural, Linguistic and Social Harm.

Vicarious Liability

47. Canada is vicariously liable for the negligent performance of the fiduciary, constitutionally-mandated, statutory and common law duties of its Agents.

48. Additionally, the Plaintiffs hold Canada solely responsible for the creation and implementation of the Residential Schools Policy and, furthermore:

- (a) The Plaintiffs expressly waive any and all rights they may possess to recover from Canada, or any other party, any portion of the Plaintiffs' loss that may be attributable to the fault or liability of any third-party and for which Canada might reasonably be entitled to claim from any one or more third-party for contribution, indemnity or an apportionment at common law, in equity, or pursuant to the British Columbia *Negligence Act*, R.S.B.C. 1996, c. 333, as amended; and
- (b) The Plaintiffs will not seek to recover from any party, other than Canada, any portion of their losses which have been claimed, or could have been claimed, against any third-parties.

Damages

49. As a consequence of the breach of fiduciary, constitutionally-mandated, statutory and common law duties, and breach of Aboriginal Rights by Canada and its Agents, for whom Canada is vicariously liable, the Class members have suffered from the loss of the ability to fully exercise their Aboriginal Rights collectively, including the right to have a traditional government based on their own languages, spiritual practices, traditional laws and practices.

Grounds for Punitive and Aggravated Damages

50. Canada deliberately planned the eradication of the language, religion and culture of the Class. The actions were malicious and intended to cause harm, and in the circumstances punitive and aggravated damages are appropriate and necessary.

Legal Basis of Claim

51. The Class members are Indian Bands, being collectives of Aboriginal Peoples who recognize their shared cultural and linguistic identities.

52. The Class members' Aboriginal Rights existed and were exercised at all relevant times pursuant to the *Constitution Act, 1982*, s. 35, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c. 11.

53. At all material times, Canada owed the Plaintiffs and Class members a special and constitutionally-mandated duty of care, good faith, honesty and loyalty pursuant to Canada's constitutional obligations and Canada's duty to act in the best interests of Aboriginal Peoples and communities. Canada breached those duties, causing harm.

54. The Class members are comprised of Aboriginal Peoples who have exercised their respective laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. In particular, and from a time prior to contact with Europeans to the present, the Aboriginal Peoples who comprise the Class members have sustained their people, communities and distinctive culture by exercising their respective laws, customs and traditions in relation to their entire way of life, including language, dance, music, recreation, art, family, marriage and communal responsibilities, and use of resources.

Application of the Quebec Charter

55. Where the aforementioned acts of Canada and its agents took place in the province of Quebec, they constitute breaches of article 1457 of the *Civil Code of Quebec*, CQLR c CCQ-1991, and the *Charter of Human Rights and Freedoms*, CQLR c C-12.

Constitutionality of Sections of the Indian Act

56. The Class members plead that any section of the Act and its predecessors and any Regulation passed under the Act and any other statutes relating to Aboriginal Persons that provide or purport to provide the statutory authority for the eradication of Aboriginal People through the destruction of their languages, culture, practices, traditions and way of life, are in violation of sections 25 and 35(1) of the *Constitution Act* 1982, sections 1 and 2 of the *Canadian Bill of Rights*, R.S.C. 1985, as well as sections 7 and 15 of the *Canadian Charter of Rights and Freedoms* and should therefore be treated as having no force and effect.

57. Canada deliberately planned the eradication of the language, spirituality and culture of the Plaintiffs and Class members.

58. Canada's actions were deliberate and malicious and, in the circumstances, punitive, exemplary and aggravated damages are appropriate and necessary.

59. The Plaintiffs plead and rely upon the following:

Federal Courts Act, R.S.C., 1985, c. F-7, s. 17;

Federal Courts Rules, SOR/98-106, Part 5.1 Class Proceedings;

Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50, ss. 3, 21, 22, and 23;

Canadian Charter of Rights and Freedoms, Part 1 of the Constitution Act, 1982, being Schedule B to the Canada Act 1982 (UK), 1982, c 11, ss. 7, 15, 25, 35(1);

The Canadian Bill of Rights, S.C., 1960, c.44, Preamble, ss. 1 and 2;

The Indian Act, R.S.C. 1985, ss. 2(1), 3, 18(2), 114-122 and its predecessors;

Indigenous Languages Act S.C. 2019, c.23, Preamble, ss.2-10, 23-24;

Crimes Against Humanity and War Crimes Act, S.C. 2000, c. 24, s.2-4, and Schedule (Articles 6-7);

United Nations Declaration on the Rights of Indigenous Peoples Act, s.c. 2021, c. 14, Preamble, s.2, ss. 4-6, Schedule;

Civil Code of Quebec, CQLR c CCQ-1991, Article 1457;

Charter of Human Rights and Freedoms, CQLR c C-12, ss. 1, 4, 5, 39, 41, 43.

International Treaties:

Convention on the Prevention and Punishment of the Crime of Genocide, 78 U.N.T.S. 277, entered into force Jan. 12, 1951, preamble and Articles 1-5;

Declaration of the Rights of the Child (1959), G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354, preamble and Principles 1-10;

Convention on the Rights of the Child, GA res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 ILM 1456 (1989), Preamble, Articles 1-9, 11-20, 24-25, 27-32, 34, 36-37, 39;

International Covenant on Civil and Political Rights, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force Mar. 23, 1976, Preamble, Articles 1-3, 5-9, 12, 16-19, 21-27;

American Declaration of the Rights and Duties of Man, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in Basic Documents Pertaining to Human Rights in the Inter-American System, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992), Preamble, Articles 1-3, 6, 8, 12, 13, 15, 22;

United Nations Resolution A/RES/60/147, December 16, 2005, Preamble, ss.1-3, and Annex; and

United Nations Declaration on the Rights of Indigenous Peoples, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007), endorsed by Canada 12 November 2010, Article 8, 2(d), Preamble, and Articles 1-15, 17-28, 31, 33-46.

60. The plaintiffs propose that this action be tried at Vancouver, BC.

Amended January 13, 2022

Peter R. Grant, on behalf of
all Solicitors for the Plaintiffs

Solicitors for the Plaintiffs

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Federal Court



Cour fédérale

Date: 20150618

Docket: T-1542-12

Citation: 2015 FC 766

Ottawa, Ontario, June 18, 2015

PRESENT: The Honourable Mr. Justice Harrington

PROPOSED CLASS ACTION**BETWEEN:**

**CHIEF SHANE GOTTFRIEDSON,
ON HIS OWN BEHALF AND ON BEHALF OF
ALL THE MEMBERS OF THE TK'EMLÚPS
TE SECWÉPEMC INDIAN BAND AND THE
TK'EMLÚPS TE SECWÉPEMC INDIAN
BAND, CHIEF GARRY FESCHUK, ON HIS
OWN BEHALF AND ON BEHALF OF ALL
MEMBERS OF THE SECHELT INDIAN
BAND AND THE SECHELT INDIAN BAND,
VIOLET CATHERINE GOTTFRIEDSON,
DOREEN LOUISE SEYMOUR, CHARLOTTE
ANNE VICTORINE GILBERT, VICTOR
FRASER, DIENA MARIE JULES, AMANDA
DEANNE BIG SORREL HORSE, DARLENE
MATILDA BULPIT, FREDERICK JOHNSON,
ABIGAIL MARGARET AUGUST, SHELLY
NADINE HOEHNE, DAPHNE PAUL, AARON
JOE AND RITA POULSEN**

Plaintiffs**and**

**HER MAJESTY THE QUEEN
IN RIGHT OF CANADA**

Defendant**ORDER**

FOR REASONS GIVEN on 3 June 2015, reported at 2015 FC 706;

THIS COURT ORDERS that:

1. The above captioned proceeding shall be certified as a class proceeding with the following conditions:

a. The Classes shall be defined as follows:

Survivor Class: all Aboriginal persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period, excluding, for any individual class member, such periods of time for which that class member received compensation by way of the Common Experience Payment under the Indian Residential Schools Settlement Agreement.

Descendant Class: the first generation of persons descended from Survivor Class Members or persons who were legally or traditionally adopted by a Survivor Class Member or their spouse.

Band Class: the Tk'emlúps te Secwépemc Indian Band and the Sechelt Indian Band and any other Indian Band(s) which:

- (i) has or had some members who are or were members of the Survivor Class, or in whose community a Residential School is located; and
- (ii) is specifically added to this claim with one or more specifically identified Residential Schools.

b. The Representative Plaintiffs shall be:

For the Survivor Class:

Violet Catherine Gottfriedson

Charlotte Anne Victorine Gilbert

Diena Marie Jules

Darlene Matilda Bulpit

Frederick Johnson

Daphne Paul

For the Descendant Class:

Amanda Deanne Big Sorrel Horse

Rita Poulsen

For the Band Class:

Tk'emlúps te Secwépemc Indian Band

Sechelt Indian Band

c. The Nature of the Claims are:

Breaches of fiduciary and constitutionally mandated duties, breach of Aboriginal Rights, intentional infliction of mental distress, breaches of International Conventions and/or Covenants, breaches of international law, and negligence committed by or on behalf Canada for which Canada is liable.

d. The Relief claimed is as follows:

By the Survivor Class:

- i. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties to the Survivor Class Representative Plaintiffs and the other Survivor Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the Residential Schools;
- ii. a Declaration that members of the Survivor Class have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- iii. a Declaration that Canada breached the linguistic and cultural rights (Aboriginal Rights or otherwise) of the Survivor Class;
- iv. a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Survivor Class;
- v. a Declaration that Canada is liable to the Survivor Class Representative Plaintiffs and other Survivor Class members for the damages caused by its breach of fiduciary, constitutionally-mandated, statutory and common law duties, and Aboriginal Rights and for the intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose,

establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Residential Schools;

- vi. general damages for negligence, breach of fiduciary, constitutionally-mandated, statutory and common law duties, Aboriginal Rights and intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law, for which Canada is liable;
- vii. pecuniary damages and special damages for negligence, loss of income, loss of earning potential, loss of economic opportunity, loss of educational opportunities, breach of fiduciary, constitutionally-mandated, statutory and common law duties, Aboriginal Rights and for intentional infliction of mental distress, as well as breaches of International Conventions and Covenants, and breaches of international law including amounts to cover the cost of care, and to restore, protect and preserve the linguistic and cultural heritage of the members of the Survivor Class for which Canada is liable;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs.

By the Descendant Class:

- i. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties owed to the Descendant Class Representative Plaintiffs and the other Descendant Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivor Class members at, and support of, the Residential Schools;
- ii. a Declaration that the Descendant Class have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner
- iii. a Declaration that Canada breached the linguistic and cultural rights (Aboriginal Rights or otherwise) of the Descendant Class;
- iv. a Declaration that the Residential Schools Policy and the Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Descendant Class;
- v. a Declaration that Canada is liable to the Descendant Class Representative Plaintiffs and other Descendant Class members for the damages caused by its breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at, and support of, the Residential Schools;

- vi. general damages for breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, for which Canada is liable;
- vii. pecuniary damages and special damages for breach of fiduciary and constitutionally-mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the cost of care, and to restore, protect and preserve the linguistic and cultural heritage of the members of the Descendant Class for which Canada is liable;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs.

By the Band Class:

- i. a Declaration that the Sechelt Indian Band and Tk'emlúps te Secwépemc Indian Band, and all members of the Band Class, have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices and to govern themselves in their traditional manner;
- ii. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties, as well as breaches of International Conventions and Covenants, and breaches of international law, to the Band Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance,

- obligatory attendance of Survivor Class members at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
- iii. a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Band Class;
 - iv. a Declaration that Canada was or is in breach of the Band Class members' linguistic and cultural rights, (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Residential Schools Policy, and the Identified Residential Schools;
 - v. a Declaration that Canada is liable to the Band Class members for the damages caused by its breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivor Class members at and support of the Identified Residential Schools;
 - vi. non-pecuniary and pecuniary damages and special damages for breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost

of care and development of wellness plans for members of the bands in the Band Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Band Class for which Canada is liable;

- vii. The construction and maintenance of healing and education centres in the Band Class communities and such further and other centres or operations as may mitigate the losses suffered and that this Honourable Court may find to be appropriate and just;
- viii. exemplary and punitive damages for which Canada is liable; and
- ix. pre-judgment and post-judgment interest and costs.

e. The Common Questions of Law or Fact are:

- a. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Survivor, Descendant and Band Class, or any of them, not to destroy their language and culture?
- b. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach the cultural and/or linguistic rights, be they Aboriginal Rights or otherwise of the Survivor, Descendant and Band Class, or any of them?

- c. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Survivor Class to protect them from actionable mental harm?
 - d. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a duty of care owed to the Survivor Class to protect them from actionable mental harm?
 - e. If the answer to any of (a)-(d) above is yes, can the Court make an aggregate assessment of the damages suffered by the Class as part of the common issues trial?
 - f. If the answer to any of (a)-(d) above is yes, was the Defendant guilty of conduct that justifies an award of punitive damages; and
 - g. If the answer to (f) above is yes, what amount of punitive damages ought to be awarded?
- f. The following definitions apply to this Order:
- a. "Aboriginal(s)", "Aboriginal Person(s)" or "Aboriginal Child(ren)" means a person or persons whose rights are recognized and affirmed by the *Constitution Act*, 1982, s. 35;
 - b. "Aboriginal Right(s)" means any or all of the Aboriginal and treaty rights recognized and affirmed by the *Constitution Act*, 1982, section. 35;

- c. "Act" means the *Indian Act*, R.S.C. 1985, c. I-5 and its predecessors as have been amended from time to time;
- d. "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006 entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- e. "Canada" means the Defendant, Her Majesty the Queen;
- f. "Class Period" means 1920 to 1997;
- g. "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- h. "Identified Residential School(s)" means the KIRS or the SIRS or any other Residential School specifically identified as a member of the Band Class;
- i. "KIRS" means the Kamloops Indian Residential School;
- j. "Residential Schools" means all Indian Residential Schools recognized under the Agreement and listed in Schedule "A" appended to this Order

which Schedule may be amended from time to time by Order of this Court.;

- k. "Residential Schools Policy" means the policy of Canada with respect to the implementation of Indian Residential Schools; and
- l. "SIRS" means the Sechelt Indian Residential School.
- g. The manner and content of notices to class members shall be approved by this Court. Class members in the Survivor and Descendent class shall have until October 30, 2015 in which to opt-out, or such other time as this Court may determine. Members of the Band Class will have 6 months within which to opt-in from the date of publication of the notice as directed by the Court, or other such time as this Court may determine.
- h. Either party may apply to this Court to amend the list of Residential Schools set out in Schedule "A" for the purpose of these proceedings.

"Sean Harrington"

Judge

SCHEDULE "A"
to the Order of Justice Harrington
LIST OF RESIDENTIAL SCHOOLS

British Columbia Residential Schools

Ahousaht

Alberni

Cariboo (St. Joseph's, William's Lake)

Christie (Clayoquot, Kakawis)

Coqualeetza from 1924 to 1940

Cranbrook (St. Eugene's, Kootenay)

Kamloops

Kuper Island

Lejac (Fraser Lake)

Lower Post

St George's (Lytton)

St. Mary's (Mission)

St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)

Sechelt

St. Paul's (Squamish, North Vancouver)

Port Simpson (Crosby Home for Girls)

Kitimaat

Anahim Lake Dormitory (September 1968 to June 1977)

Alberta Residential Schools

Assumption (Hay Lake)

Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)

Crowfoot (Blackfoot, St. Joseph's, Ste. Trinité)

Desmarais (Wabiscaw Lake, St. Martin's, Wabisca Roman Catholic)

Edmonton (Poundmaker, replaced Red Deer Industrial)

Ermineskin (Hobbema)

Holy Angels (Fort Chipewyan, École des Saint-Anges)

Fort Vermilion (St. Henry's)

Joussard (St. Bruno's)

Lac La Biche (Notre Dame des Victoires)

Lesser Slave Lake (St. Peter's)

Morley (Stony/Stoney, replaced McDougall Orphanage)

Old Sun (Blackfoot)

Sacred Heart (Peigan, Brocket)

St. Albert (Youville)

St. Augustine (Smokey-River)

St. Cyprian (Queen Victoria's Jubilee Home, Peigan)

St. Joseph's (High River, Dunbow)

St. Mary's (Blood, Immaculate Conception)

St. Paul's (Blood)

Sturgeon Lake (Calais, St. Francis Xavier)

Wabasca (St. John's)

Whitefish Lake (St. Andrew's)

Grouard to December 1957

Sarcee (St. Barnabas)

Saskatchewan Residential Schools

Beauval (Lac la Plonge)

File Hills

Gordon's

Lac La Ronge (see Prince Albert)

Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)

Marieval (Cowessess, Crooked Lake)

Muscowequan (Lestock, Touchwood)

Onion Lake Anglican (see Prince Albert)

Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)

Regina

Round Lake

St. Anthony's (Onion Lake, Sacred Heart)

St. Michael's (Duck Lake)

St. Philip's

Sturgeon Landing (replaced by Guy Hill, MB)

Thunderchild (Delmas, St. Henri)

Crowstand

Fort Pelly

Cote Improved Federal Day School (September 1928 to June 1940)

Manitoba Residential Schools

Assiniboia (Winnipeg)

Birtle

Brandon

Churchill Vocational Centre

Cross Lake (St. Joseph's, Norway House)

Dauphin (replaced McKay)

Elkhorn (Washakada)

Fort Alexander (Pine Falls)

Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)

McKay (The Pas, replaced by Dauphin)

Norway House

Pine Creek (Campeville)

Portage la Prairie

Sandy Bay

Notre Dame Hostel (Norway House Catholic, Jack River Hostel, replaced Jack River Annex at Cross Lake)

Ontario Residential Schools

Bishop Horden Hall (Moose Fort, Moose Factory)

Cecilia Jeffrey (Kenora, Shoal Lake)

Chapleau (St. Joseph's)

Fort Frances (St. Margaret's)

McIntosh (Kenora)

Mohawk Institute

Mount Elgin (Muncey, St. Thomas)

Pelican Lake (Pelican Falls)

Poplar Hill

St. Anne's (Fort Albany)

St. Mary's (Kenora, St. Anthony's)

Shingwauk

Spanish Boys' School (Charles Garnier, St. Joseph's)

Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)

St. Joseph's/Fort William

Stirland Lake High School (Wahbon Bay Academy) from September 1, 1971 to June 30, 1991

Cristal Lake High School (September 1, 1976 to June 30, 1986)

Quebec Residential Schools

Amos

Fort George (Anglican)

Fort George (Roman Catholic)

La Tuque

Point Bleue

Sept-Îles

Federal Hostels at Great Whale River

Federal Hostels at Port Harrison

Federal Hostels at George River

Federal Hostel at Payne Bay (Bellin)

Fort George Hostels (September 1, 1975 to June 30, 1978)

Mistassini Hostels (September 1, 1971 to June 30, 1978)

Nova Scotia Residential Schools

Shubenacadie

Nunavut Residential Schools

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Federal Hostels at Panniqtuug/Pangnirtang

Federal Hostels at Broughton Island/Qikiqtarjuaq

Federal Hostels at Cape Dorset Kinngait

Federal Hostels at Eskimo Point/Arviat

Federal Hostels at Igloodik/Iglulik

Federal Hostels at Baker Lake/Qamani'tuaq

Federal Hostels at Pond Inlet/Mittimatalik

Federal Hostels at Cambridge Bay

Federal Hostels at Lake Harbour

Federal Hostels at Belcher Islands

Federal Hostels at Frobisher Bay/Ukkivik

Federal Tent Hostel at Coppermine

Northwest Territories Residential Schools

Aklavik (Immaculate Conception)

Aklavik (All Saints)

Fort McPherson (Fleming Hall)

Ford Providence (Sacred Heart)

Fort Resolution (St. Joseph's)

Fort Simpson (Bompas Hall)

Fort Simpson (Lapointe Hall)

Fort Smith (Breynat Hall)

HayRiver-(St. Peter's)

Inuvik (Grollier Hall)

Inuvik (Stringer Hall)

Yellowknife (Akaitcho Hall)

Fort Smith -Grandin College

Federal Hostel at Fort Franklin

Yukon Residential Schools

Carcross (Chooulta)

Yukon Hall (Whitehorse/Protestant Hostel)

Coudert Hall (Whitehorse Hostel/Student Residence -replaced by Yukon Hall)

Whitehorse Baptist Mission

Shingle Point Eskimo Residential School

St. Paul's Hostel from September 1920 to June 1943

Federal Court



Cour fédérale

Date: 20210924

Docket: T-1542-12

Citation: 2021 FC 988

Vancouver, British Columbia, September 24, 2021

PRESENT: The Honourable Madam Justice McDonald

BETWEEN:

CHIEF SHANE GOTTFRIEDSON, ON HIS
OWN BEHALF AND ON BEHALF OF ALL
THE MEMBERS OF THE TK'EMLÚPS TE
SECWÉPEMC INDIAN BAND AND THE
TK'EMLÚPS TE SECWÉPEMC INDIAN
BAND, CHIEF GARRY FESCHUK, ON HIS
OWN BEHALF AND ON BEHALF OF ALL
MEMBERS OF THE SECHelt INDIAN
BAND AND THE SECHelt INDIAN BAND,
VIOLET CATHERINE GOTTFRIEDSON,
DOREEN LOUISE SEYMOUR, CHARLOTTE
ANNE VICTORINE GILBERT, VICTOR
FRASER, DIENA MARIE JULES, AMANDA
DEANNE BIG SORREL HORSE, DARLENE
MATILDA BULPIT, FREDERICK JOHNSON,
ABIGAIL MARGARET AUGUST, SHELLY
NADINE HOEHNE,
DAPHNE PAUL,
AARON JOE AND RITA POULSEN

Plaintiffs

and

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA

Defendant

ORDER IN T-1542-12**THIS COURT ORDERS that:**

1. The Settlement Agreement dated June 4, 2021 and attached as Schedule "A" is fair and reasonable and in the best interests of the Survivor and Descendant Classes, and is hereby approved pursuant to Rule 334.29(1) of the *Federal Courts Rules*, SOR/98-106, and shall be implemented in accordance with its terms;
2. The Settlement Agreement, is binding on all Canada and all Survivor Class Members and Descendant Class Members, including those persons who are minors or are mentally incapable, and any claims brought on behalf of the estates of Survivor and Descendant Class Members;
3. The Survivor Class and Descendant Class Claims set out in the First Re-Amended Statement of Claim, filed June 26, 2015, are dismissed and the following releases and related Orders are made and shall be interpreted as ensuring the conclusion of all Survivor and Descendant Class claims, in accordance with sections 42.01 and 43.01 of the Settlement Agreement as follows:
 - a. each Survivor Class Member or, if deceased, their estate (hereinafter "Survivor Releasor"), has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted for the Survivor Class in the First Re-Amended Statement of Claim filed June 26, 2015, in the Action or that could have been

asserted by any of the Survivor Releasors as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Releasor ever had, now has, or may hereafter have due to their attendance as a Day Scholar at any Indian Residential School at any time;

- b. each Descendant Class Member or, if deceased, their estate (hereinafter "Descendant Releasor"), has fully, finally and forever released Canada, her servants, agents, officers and employees, from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted for the Descendant Class in the First Re-Amended Statement of Claim filed June 26, 2015, in the Action or that could have been asserted by any of the Descendant Releasors as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Descendant Releasor ever had, now has, or may hereafter have due to their respective parents' attendance as a Day Scholar at any Indian Residential School at any time;
- c. all causes of actions/claims asserted by, and requests for pecuniary, declaratory or other relief with respect to the Survivor Class Members and Descendant Class Members in the First Re-Amended Statement of Claim filed June 26, 2015, are dismissed on consent of the Parties without determination on their merits, and will not be adjudicated as part of the determination of the Band Class claims;

- d. Canada may rely on the above-noted releases as a defence to any lawsuit that purports to seek compensation from Canada for the claims of the Survivor Class and Descendant Class as set out in the First Re-Amended Statement of Claim;
- e. for additional certainty, however, the above releases and this Approval Order will not be interpreted as if they release, bar or remove any causes of action or claims that Band Class Members may have in law as distinct legal entities or as entities with standing and authority to advance legal claims for the violation of collective rights of their respective Aboriginal peoples, including to the extent such causes of action, claims and/or breaches of rights or duties owed to the Band Class are alleged in the First Re-Amended Statement of Claim filed June 26, 2015, even if those causes of action, claims and/or breaches of rights or duties are based on alleged conduct towards Survivor Class Members or Descendant Class Members set out elsewhere in either of those documents;
- f. each Survivor Releasor and Descendant Releasor is deemed to agree that, if they make any claim or demand or take any action or proceeding against another person, persons, or entity in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over, whether by statute, common law, or Quebec civil law, in relation to allegations and matters set out in the Action, including any claim against provinces or territories or other legal entities or groups, including but not limited to religious or other institutions that were in any way involved with Indian Residential Schools, the Survivor Releasor or Descendant Releasor will expressly limit their claim so as to exclude any portion of Canada's responsibility;

- g. upon a final determination of a Claim made under and in accordance with the Claims Process, each Survivor Releasor and Descendant Releasor is also deemed to agree to release the Parties, Class Counsel, counsel for Canada, the Claims Administrator, the Independent Reviewer, and any other party involved in the Claims Process, with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received; and
 - h. Canada's obligations and liabilities under the Settlement Agreement constitute the consideration for the releases and other matters referred to in the Settlement Agreement and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Survivor Releasors and Descendant Releasors are limited to the benefits provided and compensation payable pursuant to the Settlement Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims, and demands.
- 5. The Court reserves exclusive and continuing jurisdiction over the claims of the Survivor and Descendant Classes in this action, for the limited purpose of implementing the Settlement Agreement and enforcing the Settlement Agreement and this Approval Order.
- 6. Deloitte LLP is hereby appointed as Claims Administrator.
- 7. The fees, disbursements, and applicable taxes of the Claims Administrator shall be paid by Canada in their entirety, as set out in section 40.01 of the Settlement Agreement.

8. The Claims Administrator shall facilitate the claims administration process, and report to the Court and the Parties in accordance with the terms of the Settlement Agreement.
9. No person may bring any action or take any proceeding against the Claims Administrator or any of its employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the implementation of this Order or the administration of the Settlement Agreement and this Order, except with leave of this Court.
10. Prior to the Implementation Date, the Parties will move for approval of the form and content of the Claim Form and Estate Claim Form.
11. Prior to the Implementation Date, the Parties will identify and propose an Independent Reviewer or Independent Reviewers for Court appointment.
12. Class Counsel shall report to the Court on the administration of the Settlement Agreement. The first report will be due six (6) months after the Implementation Date and no less frequently than every six (6) months thereafter, subject to the Court requiring earlier reports, and subject to Class Counsel's overriding obligation to report as soon as reasonable on any matter which has materially impacted the implementation of the terms of the Settlement Agreement.
13. The Certification Order of Justice Harrington, dated June 18, 2015, will be amended as requested.

14. The Plaintiffs are granted leave to amend the First Re-Amended Statement of Claim in the form attached hereto.
15. There will be no costs of this motion.

"Ann Marie McDonald"

Judge

SCHEDULE G

ORDER**THIS COURT ORDERS that:**

1. The above captioned proceeding is certified as a class proceeding with the following conditions:

a. The Class shall be defined as:

The Tk'emlúps te Secwépemc Indian Band and the Sechelt Indian Band and any other Indian Band(s) which:

- (i) has or had some members who are or were members who were Survivors, or in whose community a Residential School is located; and
- (ii) is specifically added to this claim with one or more specifically Identified Residential Schools.

b. The Class's Representative Plaintiffs shall be:

Tk'emlúps te Secwépemc Indian Band; and

Sechelt Indian Band.

c. The nature of the claims of the Class are:

Breaches of fiduciary and constitutionally mandated duties, breach of Aboriginal Rights, breaches of International Conventions and/or Covenants, and breaches of international law committed by or on behalf of Canada for which Canada is liable.

Page: 2

d. The relief claimed by the Class is as follows:

- i. a Declaration that the Sechelt Indian Band and Tk'emlips te Secwépemc Indian Band, and all members of the Class, have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices;
- ii. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties, as well as breaches of International Conventions and Covenants, and breaches of international law, to the Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivors at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
- iii. a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Class;
- iv. a Declaration that Canada was or is in breach of the Class members' linguistic and cultural rights (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools Policy, and the Identified Residential Schools;

Page: 3

- v. a Declaration that Canada is liable to the Class members for the damages caused by its breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Identified Residential Schools;
 - vi. non-pecuniary and pecuniary damages and special damages for breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost of care and development of wellness plans for members of the bands in the Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Class for which Canada is liable;
 - vii. The construction and maintenance of healing and education centres in the Class communities and such further and other centres or operations as may mitigate the losses suffered and that this Honourable Court may find to be appropriate and just;
 - viii. exemplary and punitive damages for which Canada is liable; and
 - ix. pre-judgment and post-judgment interest and costs.
- e. The common questions of law or fact are:

Page: 4

- a. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Class not to destroy their language and culture?
- b. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach the cultural and/or linguistic rights, be they Aboriginal Rights or otherwise, of the Class?
- c. If the answer to any of (a)-(b) above is yes, can the Court make an aggregate assessment of the damages suffered by the Class as part of the common issues trial?
- d. If the answer to any of (a)-(b) above is yes, was the Defendant guilty of conduct that justifies an award of punitive damages; and
- e. If the answer to (d) above is yes, what amount of punitive damages ought to be awarded?
- f. The following definitions apply to this Order:
 - a. "Aboriginal(s)", "Aboriginal Person(s)" or "Aboriginal Child(ren)" means a person or persons whose rights are recognized and affirmed by the *Constitution Act, 1982*, s. 35;
 - b. "Aboriginal Right(s)" means any or all of the Aboriginal and treaty rights recognized and affirmed by the *Constitution Act, 1982*, s. 35;

Page: 5

- c. "Agreement" means the Indian Residential Schools Settlement Agreement dated May 10, 2006, entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- d. "Canada" means the Defendant, Her Majesty the Queen;
- e. "Class Period" means 1920 to 1997;
- f. "Cultural, Linguistic and Social Damage" means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- g. "Identified Residential School(s)" means the KIRS or the SIRS or any other Residential School specifically identified as a member of the Band Class;
- h. "KIRS" means the Kamloops Indian Residential School;
- i. "Residential Schools" means all Indian Residential Schools recognized under the Agreement and listed in Schedule "A" appended to this Order which Schedule may be amended from time to time by Order of this Court;
- j. "Residential Schools Policy" means the policy of Canada with respect to the implementation of Indian Residential Schools;

Page: 6

- k. "Survivors" means all Aboriginal persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period, excluding, for any individual Survivor, such periods of time for which that Survivor received compensation by way of the Common Experience Payment under the Agreement. For greater clarity, Survivors are all those who were members of the formerly certified Survivor Class in this proceeding, whose claims were settled on terms set out in the Settlement Agreement signed on [DATE], and approved by the Federal Court on [DATE]; and
- l. "SIRS" means the Sechelt Indian Residential School.
- g. Members of the Class are the representative plaintiff Indian Bands as well as those Indian Bands that opted in by the opt-in deadline previously set by this Court.
- h. Either party may apply to this Court to amend the list of Residential Schools set out in Schedule "A" hereto, for the purpose of this proceeding.

Judge

Federal Court



Cour fédérale

Date: 20220208

Docket: T-1542-12

Ottawa, Ontario, February 8, 2022

PRESENT: Madam Justice McDonald**BETWEEN:**

CHIEF SHANE GOTTFRIEDSON, on his own behalf and on behalf of all the members of the TK'EMLUPS TE SECWÉPEMC INDIAN BAND and the TK'EMLUPS TE SECWÉPEMC INDIAN BAND, CHIEF GARRY FESCHUK, on his own behalf and on behalf of all the members of the SECHELT INDIAN BAND and the SECHELT INDIAN BAND, VIOLET CATHERINE GOTTFRIEDSON, CHARLOTTE ANNE VICTORINE GILBERT, DIENA MARIE JULES, AMANDA DEANNE BIG SORREL HORSE, DARLENE MATILDA BULPIT, FREDERICK JOHNSON, DAPHNE PAUL, and RITA POULSEN

Plaintiffs**and****HER MAJESTY THE QUEEN IN RIGHT OF CANADA****Defendant****ORDER****(Representative Plaintiffs' Motion to Extend the Band Class Opt-In Period)**

UPON MOTION by the Representative Plaintiffs for an Order varying the Certification Order dated June 18, 2015 (the "Certification Order"), an Order that the opt-in period for Indian Bands to be added as Class members be extended to May 31, 2022, an Order approving a Notice to potential Class members in the form attached as Schedule "A", an Order directing the

Representative Plaintiffs to distribute the Notice to potential Class members in accordance with the Representative Plaintiffs' plan of notice, as set out in the affidavit of Peter R. Grant, and an Order granting leave to amend the First Re-Amended Statement of Claim in the form attached hereto as Schedule "B";

AND UPON ON READING the Affidavit of Peter R. Grant, sworn January 12, 2022, filed, and upon reviewing the Certification Order and the pleadings and proceedings herein;

AND UPON NOTING the consent of the Defendant to the relief sought on this motion;

AND CONSIDERING that the relief sought herein is in the best interests of the Class as a whole;

THIS COURT ORDERS that:

1. Pursuant to Rule 334.19 of the *Federal Courts Rules*, the definition of "Band Class" set out at paragraph 1(a) of the Certification Order, as previously amended to "Class" by paragraph 13 and Schedule G of the Order dated September 24, 2021, is hereby struck and amended with the definition of "Class" below, and the definition of "Indian Band" is added as paragraph 1 (f) m. of the Certification Order, as follows:

1 (a) "Class" means the Tk'emlúps te Seewépemc Indian Band and the shíshálh band and any other Indian Band that:

- (i) has or had some members who are or were Survivors, or in whose community a Residential School is or was located; and
- (ii) is specifically added to this claim in relation to one or more specifically identified Residential Schools.

1 (f) m. "Indian Band" means any entity that:

- (i) Is either a "band" as defined in s.2(1) of the *Indian Act* or a band, First Nation, Nation or other Indigenous group that is party to a self-government agreement or treaty implemented by an Act of Parliament recognizing or establishing it as a legal entity; and
 - (ii) Asserts that it holds rights recognized and affirmed by section 35 of the Constitution Act, 1982.
- 2. All Indian Bands, as defined in paragraph 1 of this Order that otherwise meet the eligibility requirements set out in paragraph 1(a) of this Order for being a Class member but have not already opted into and therefore been added to the claim shall have from the date of this Order until May 31, 2022 at 11:59 pm PST (the "Additional Opt-in Period") to opt into this action;
- 3. Pursuant to Rule 334.32(5) of the *Federal Courts Rules*, the form of notice of the Additional Opt-in Period, and opt in form included in the notice, set out at Schedule "A" to this Order (the "Notice") is approved for dissemination to Indian Bands not already Class members by this Court;
- 4. Pursuant to Rule 334.32(4) of the *Federal Courts Rules*, that the Representative Plaintiffs shall provide notice of the Additional Opt-in Period to all Indian Bands not already Class members as soon as reasonably practicable, by:
 - (a) Posting the Notice on this class proceeding's websites at www.justicefordayscholars.ca and www.bandreparations.ca.
 - (b) Posting the Notice (or links to the notice) on the website of Class Counsel;
 - (c) Direct mailing and emailing the Notice to all Indian Bands known to Class Counsel, or made known to Class Counsel by the Defendant that are not already Class members;

5. Class Counsel, within 7 days of this Order, shall produce to the Defendant a list of all Indian Bands known to Class Counsel to whom Class Counsel intends to disseminate the Notice in accordance with paragraph 4(c) (the “List of Bands”);
6. The Defendant shall produce to Class Counsel a list of, and contact information for, any other Indian Band it believes may be eligible to opt-into this action that is not on the List of Bands, Class Counsel shall thereafter promptly disseminate the Notice to that/those Indian Band(s);
7. Within 14 days of the expiry of the Additional Opt-in Period, Class Counsel shall provide to the Court a list of Indian Bands that have opted into this action during the Additional Opt-in Period;
8. Within 14 days of the expiry of the Additional Opt-in Period, Class Counsel shall provide to the Defendant a list of Indian Bands that have opted into this action during the Additional Opt-in Period, together with the bases identified by each Indian Band of its eligibility to opt into the Class, including the Indian Residential School(s) at issue and the years at issue (“Opt-in Information”);
9. By March 1, 2022, Class Counsel shall provide the Defendant with Opt-in Information relating to each Indian Band that is a Class Member as of the date of this Order;
10. Within 60 days of expiry of the Additional Opt-in Period, the Defendant may examine the Representative Plaintiffs for discovery for up to two hours each, unless extended by further Order, solely for the purpose of addressing any issues arising from the addition of new Class members;

11. A case management conference shall be arranged with the Court prior to August 5, 2022 to address any outstanding issues related to pre-trial deadlines or issues raised by newly opted in Class members;
12. The style of cause is amended, with immediate effect, as proposed by the Representative Plaintiffs in Schedule "B", and the Representative Plaintiffs are granted leave to amend the First Re-Amended Statement of Claim in the form attached hereto as Schedule "B"; and
13. There shall be no costs of this motion.

"Ann Marie McDonald"

Judge

SCHEDULE C
SCHEDULE "A"

List of Class Members

September 2, 2022

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
1	NT	Deh Gah Got'ie Council	Fort Providence (Sacred Heart)	IRS Located in Community
2	NT	Deline First Nation dissolved Sept 1, 2016 and became Deline Got'ine Government	Federal Hostel at Fort Franklin; Inuvik (Grollier Hall)	IRS Located in Community; IRS Attended by Member(s)
3	NT	Deninu K'ue FN	Fort Resolution (St. Joseph's)	IRS Located in Community
4	NT	Ka'a'gee Tu FN	Fort Smith (Breynat Hall); Fort Simpson (LaPointe Hall)	IRS Attended by Member(s)
5	NT	Katlodeeche FN	Fort Smith - Grandin College	IRS Located in Community
6	NT	Liidlii Kue FN	Fort Simpson (LaPointe Hall)	IRS Located in Community
7	NT	Lutsel K'e Dene FN	Fort Resolution (St. Joseph's)	IRS Attended by Member(s)
8	NT	Nahanni Butte Dene Band	Fort Simpson (LaPointe Hall)	IRS Attended by Member(s)
9	NT	Smith's Landing First Nation	Holy Angels (Fort Chipewyan, École des Saint-Ange's); Fort Simpson (Bompas Hall); Fort Smith (Breynat Hall); Fort Smith - Grandin College	IRS Located in Community; IRS Attended by Member(s)
10	NT	West Point FN	Fort Providence (Sacred Heart)	IRS Attended by Member(s)
11	BC	Adams Lake IB	Kamloops	IRS Attended by Member(s)
12	BC	Ahousaht	Christie (Clayoquot; Kakawis); Ahousaht	IRS Located in Community
13	BC	Ashcroft Indian Band	St. George's (Lytton)	IRS Located in Community
14	BC	?aq'am	Cranbrook (St. Eugene's, Kootenay)	IRS Located in Community
15	BC	Bonaparte IB	Kamloops	IRS Attended by Member(s)
16	BC	Boothroyd IB	St. George's (Lytton)	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
17	BC	Beecher Bay FN	Alberni	IRS Attended by Member(s)
18	BC	590 Bridge River IB	Kamloops; St. Mary's (Mission)	IRS Attended by Member(s)
19	BC	Canim Lake Band	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
20	BC	Cayoos Creek IB	Cariboo (St. Joseph's, William's Lake); Kamloops; St George's (Lytton); St. Mary's (Mission)	IRS Attended by Member(s)
21	BC	Chawathil FN	St. Mary's (Mission)	IRS Attended by Member(s)
22	BC	Cheslatta Carrier Nation	Lejac (Fraser Lake)	IRS Attended by Member(s)
23	BC	Cheam First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
24	BC	Coldwater IB	Kamloops	IRS Located in Community
25	BC	Cook's Ferry IB	St. George's (Lytton)	IRS Attended by Member(s)
26	BC	Cowichan Tribes	Kuper Island; St. Mary's (Mission)	IRS Located in Community; IRS Attended by Member(s)
27	BC	Da'naxda'xw/Awaetlala Nation	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Located in Community
28	BC	Douglas First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
29	BC	Esdilagh First Nations	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
30	BC	Ehattesaht Chinchikint	Christie (Clayoquot, Kakawis)	IRS Located in Community; IRS Attended by Member(s)
31	BC	Esk'eteme	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
32	BC	Fort Nelson First Nation	Kamloops	IRS Attended by Member(s)
33	BC	Gitanmaax	Lejac (Fraser Lake); Alberni; Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
34	BC	Gitanyow Huwilp Society	Alberni	IRS Attended by Member(s)
35	BC	Gitga'at	Edmonton (Poundmaker, replaced Red Deer Industrial); Alberni	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
36	BC	Gitsegukla IB	Edmonton (Poundmaker, replaced Red Deer Industrial); Alberni	IRS Attended by Member(s)
37	BC	Gitxaala Nation	Coqualeetza from 1924 to 1940; Alberni; St. George's (Lytton); Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
38	BC	Hagwilget Village Council	Lejac (Fraser Lake)	IRS Attended by Member(s)
39	BC	Haisla FN	Kitimaat	IRS Located in Community
40	BC	Halalt FN	Kuper Island	IRS Attended by Member(s)
41	BC	Heiltsuk Nation	Alberni	IRS Attended by Member(s)
42	BC	High Bar First Nation	Kamloops	IRS Attended by Member(s)
43	BC	Homalco IB	Kamloops; Sechelt; St. Mary's (Mission)	IRS Attended by Member(s)
44	BC	Hupačasath FN	Alberni	IRS Attended by Member(s)
45	BC	Huu-ay-aht FNs	Alberni	IRS Attended by Member(s)
46	BC	Kanaka Bar IB	St. George's (Lytton)	IRS Located in Community; IRS Attended by Member(s)
47	BC	Kitasoo Xai'xais Nation	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home); Alberni	IRS Attended by Member(s)
48	BC	Kispiox Band #532	Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
49	BC	Kitselas FN	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
50	BC	Klahoose First Nation	Sechelt	IRS Attended by Member(s)
51	BC	K'ómoks First Nation	Kuper Island; Sechelt	IRS Located in Community
52	BC	Kwantlen FN	Kuper Island; St. Mary's (Mission)	IRS Attended by Member(s)
53	BC	Kwikwetlem First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
54	BC	Leq'amel FN	St. Mary's (Mission)	IRS Attended by Member(s)
55	BC	Lheidli Tienneh	Lejac (Fraser Lake)	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
56	BC	Lhoosk'uz Dené Nation	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
57	BC	Lil'wat Nation	St. Mary's (Mission)	IRS Attended by Member(s)
58	BC	Little Shuswap Lake Band	Kamloops	IRS Located in Community; IRS Attended by Member(s)
59	BC	Lower Kootenay IB	Cranbrook (St. Eugene's, Kootenay)	IRS Located in Community
60	BC	Lower Nicola IB	Kamloops; St. George's (Lytton); Lejac (Fraser Lake); Coqualeetza from 1924 to 1940; St. Mary's (Mission); Cranbrook (St. Eugene's, Kootenay); Sechelt; Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
61	BC	Lower Similkameen IB	Kamloops; Cranbrook (St. Eugene's, Kootenay)	IRS Attended by Member(s)
62	BC	Lyackson First Nation	Kuper Island	IRS Attended by Member(s)
63	BC	Lytton First Nation	St. George's (Lytton)	IRS Located in Community
64	BC	Malahat Nation	Kuper Island	IRS Attended by Member(s)
65	BC	McLeod Lake IB	Lejac (Fraser Lake)	IRS Attended by Member(s)
66	BC	Musqueam IB	St. Paul's (Squamish, North Vancouver)	IRS Attended by Member(s)
67	BC	Nadleh Whut'en	Lejac (Fraser Lake)	IRS Attended by Member(s)
68	BC	Namgis FN	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Located in Community
69	BC	Nanoose FN	Alberni	IRS Attended by Member(s)
70	BC	Nakazdli Whut'en	Lejac (Fraser Lake); Cariboo (St. Joseph's, William's Lake); Kamloops	IRS Attended by Member(s)
71	BC	Nazko FN	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community; IRS Attended by Member(s)
72	BC	Nee Tahi Buhn IB	Lejac (Fraser Lake)	IRS Attended by Member(s)
73	BC	Neskonlith FN	Kamloops	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
74	BC	Nisga'a Village of Gitlaxt'aamiks formerly New Aiyansh	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
75	BC	Nooaitch IB	Kamloops	IRS Attended by Member(s)
76	BC	Nuxalk FN	Alberni; Cariboo (St. Joseph's, William's Lake); Coqualeetza from 1924 to 1940; St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
77	BC	Okanagan IB	Kamloops	IRS Attended by Member(s)
78	BC	Old Masset Village Council	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
79	BC	Oregon Jack Creek	Kamloops	IRS Attended by Member(s)
80	BC	Osoyoos IB	Kamloops; Cranbrook (St. Eugene's, Kootenay)	IRS Located in Community
81	BC	Peters FN	Kamloops	IRS Located in Community
82	BC	Penelakut Tribe	Kuper Island	IRS Located in Community
83	BC	Penticton IB	Kamloops; Coqualeetza from 1924 to 1940; Cranbrook (St. Eugene's, Kootenay)	IRS Located in Community
84	BC	Prophet River FN	Lejac (Fraser Lake); Lower Post	IRS Attended by Member(s)
85	BC	Red Bluff IB (Lhtako Dene Nation)	Lejac (Fraser Lake); St. Mary's (Mission); Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
86	BC	Saulteau First Nations	Grouard to December 1957; Edmonton (Poundmaker, replaced Red Deer Industrial).	IRS Attended by Member(s)
87	BC	Seabird Island Band	St. Mary's (Mission); Coqualeetza from 1924 to 1940; Kamloops	IRS Located in Community; IRS Attended by Member(s)
88	BC	Sechelt FN	Sechelt	IRS Located in Community
89	BC	Shackan IB	Kamloops	IRS Located in Community
90	BC	Shuswap Band	Cranbrook (St. Eugene's, Kootenay); Kamloops	IRS Located in Community
91	BC	Simpw FN	Kamloops	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
92	BC	Skatin	St. Mary's (Mission); Coqualeetza from 1924 to 1940	IRS Located in Community
93	BC	Skawahlook FN	Kuper Island	IRS Attended by Member(s)
94	BC	Skeetchestn IB	Kamloops	IRS Attended by Member(s)
95	BC	Songhees Nation	Kuper Island	IRS Attended by Member(s)
96	BC	Spuzzum First Nation	St. Mary's (Mission); St. George's (Lytton); Kamloops	IRS Attended by Member(s)
97	BC	Stellat'en FN	Lejac (Fraser Lake)	IRS Attended by Member(s)
98	BC	Sts'ailes	St. Mary's (Mission)	IRS Attended by Member(s)
99	BC	Stswecem'c Xgat'tem First Nation	Kamloops; Coqualeetza from 1924 to 1940; Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
100	BC	Slammon FN (Tla'amin Nation)	Sechelt	IRS Attended by Member(s)
101	BC	Soowahlie IB	Coqualeetza from 1924 to 1940	IRS Attended by Member(s)
102	BC	Squamish Nation	St. Paul's (Squamish, North Vancouver)	IRS Located in Community
103	BC	Shxwhay Village	St. Mary's (Mission)	IRS Attended by Member(s)
104	BC	Siska Indian Band	St. George's (Lytton)	IRS Located in Community
105	BC	Skidegate FN	Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
106	BC	Skwah First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
107	BC	Splatsin	Cranbrook (St. Eugene's, Kootenay); Kamloops	IRS Attended by Member(s)
108	BC	Sumas FN	St. Mary's (Mission)	IRS Located in Community
109	BC	Tahltan Band	Lower Post	IRS Attended by Member(s)
110	BC	Taku River Tlingit FN	Lower Post	IRS Attended by Member(s)
111	BC	T'it'q'et	St. Mary's (Mission)	IRS Attended by Member(s)
112	BC	Tk'emlups te Secwepemc	Kamloops	IRS Located in Community
113	BC	Tla-o-qui-aht FN	Christie (Clayoquot, Kakawis); Ahousaht	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
114	BC	Tl'etinqox Government	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
115	BC	Toosey IB	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
116	BC	Tsartlip FN	Kuper Island	IRS Attended by Member(s)
117	BC	Tsawwassen FN	St. Mary's (Mission)	IRS Attended by Member(s)
118	BC	Tsawout First Nation	St. Mary's (Mission)	IRS Attended by Member(s)
119	BC	Tsal'alh (Seton Lake IB)	Kamloops	IRS Attended by Member(s)
120	BC	Tseshah FN	Alberni	IRS Located in Community
121	BC	Tsleil-Waututh Nation	St. Paul's (Squamish, North Vancouver)	IRS Located in Community
122	BC	Tsideldel FN	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
123	BC	Ts'kw'aylaxw First Nation	Kamloops	IRS Located in Community
124	BC	T'Sou-ke FN	Kuper Island	IRS Attended by Member(s)
125	BC	Tzeachten FN	St. Mary's (Mission); Coqualeetza from 1924 to 1940	IRS Located in Community; IRS Attended by Member(s)
126	BC	Uchucklesaht Tribe Government	Alberni	IRS Located in Community
127	BC	Ulkatcho IB	Anahim Lake Dormitory (September 1968 to June 1977)	IRS Located in Community
128	BC	Upper Nicola Band	Kamloops	IRS Attended by Member(s)
129	BC	Westbank FN	Cranbrook (St. Eugene's, Kootenay); Kamloops	IRS Attended by Member(s)
130	BC	West Moberly First Nations	Grouard to December 1957	IRS Attended by Member(s)
131	BC	Wet'suwet'en First Nation	Lejac (Fraser Lake); Kamloops; St. Mary's (Mission)	IRS Located in Community; IRS Attended by Member(s)
132	BC	We Wai Kai Nation	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home); Alberni	IRS Attended by Member(s)
133	BC	We Wai Kum FN	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	IRS Attended by Member(s)
134	BC	Williams Lake IB	Cariboo (St. Joseph's, William's Lake)	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
135	BC	Whispering Pines Clinton Indian Band	Kamloops; Cariboo (St. Joseph's, William's Lake)	IRS Located in Community
136	BC	Witset FN	Lejac (Fraser Lake)	IRS Attended by Member(s)
137	BC	Xatsull FN (Soda Creek)	Cariboo (St. Joseph's, William's Lake); Coqualeetza from 1924 to 1940; Kamloops; Lejac (Fraser Lake)	IRS Located in Community
138	BC	Xeni Gwet'in First Nations Government	Kamloops; Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
139	BC	Yekooche FN	Lejac (Fraser Lake)	IRS Attended by Member(s)
140	BC	Yunesit'in Government	Cariboo (St. Joseph's, William's Lake)	IRS Attended by Member(s)
141	YT	Kwanlin Dün First Nation	Yukon Hall (Whitehorse/Protestant Hostel); Coudert Hall (Whitehorse Hostel/Student Residence - replaced by Yukon Hall); Whitehorse Baptist Mission	IRS Located in Community
142	YT	Tr'ondëk Hwëch'in	St. Paul's Hostel from September 1920 to June 1943	IRS Located in Community
143	YT	First Nation of Na-Cho Nyäk Dun	Carcross (Chooulta)	IRS Located in Community; IRS Attended by Member(s)
144	YT	White River First Nation	Lower Post	IRS Located in Community
145	AB	Alexis Nakota Sioux Nation	Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Attended by Member(s)
146	AB	Athabasca Chipewyan FN	Holy Angles (Fort Chipewyan, École des Saint-Anges)	IRS Located in Community
147	AB	Bearspaw FN	Morley (Stony/Stoney, replaced McDougall Orphanage)	IRS Located in Community
148	AB	Beaver Lake Cree Nation	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Located in Community
149	AB	Blood Tribe	St. Mary's (Blood, Immaculate Conception); St. Paul's (Blood)	IRS Located in Community
150	AB	Cold Lake FNs	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Attended by Member(s)
151	AB	Dene Tha' First Nation	Assumption (Hay Lake)	IRS Located in Community
152	AB	Driftpile Cree Nation	Joussard (St. Bruno's) Desmarais (Wabiscaw Lake, St. Martin's, Wabisca Roman Catholic)	IRS Located in Community; IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
153	AB	Duncan's First Nation	Grouard to December 1957	IRS Attended by Member(s)
154	AB	Ermineskin Tribe	Ermineskin (Hobbema)	IRS Located in Community
155	AB	Enoch Cree Nation	Edmonton, Ermineskin (Hobbema)	IRS Attended by Member(s)
156	AB	Fort McKay FN	Holy Angels (Fort Chipewyan, École des Saint-Anges)	IRS Attended by Member(s)
157	AB	Frog Lake FN	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Attended by Member(s)
158	AB	Horse Lake FN	Sturgeon Lake (Calais, St. Francis Xavier)	IRS Attended by Member(s)
159	AB	Kapawe'no First Nation	Grouard to December 1957	IRS Located in Community
160	AB	Kchewin Cree Nation	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart); Onion Lake Anglican (see Prince Albert)	IRS Located in Community; IRS Attended by Member(s)
161	AB	Little Red River Cree Nation	Fort Vermilion (St. Henry's)	IRS Attended by Member(s)
162	AB	Louis Bull Tribe	Ermineskin (Hobbema)	IRS Attended by Member(s)
163	AB	Lubicon Lake Band #453	Joussard (St. Bruno's)	IRS Attended by Member(s)
164	AB	Mikisew Cree First Nation	Holy Angels (Fort Chipewyan, École des Saint-Anges)	IRS Located in Community
165	AB	Montana FN	Ermineskin (Hobbema)	IRS Attended by Member(s)
166	AB	Paul First Nation	St. Albert (Youville); Edmonton (Poundmaker, replaced Red Deer Industrial)	IRS Located in Community
167	AB	Piikani Nation	Sacred Heart (Peigan, Brocket); St. Cyprian (Queen Victoria's Jubilee Home, Peigan)	IRS Located in Community
168	AB	Saddle Lake Cree Nation	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Located in Community
169	AB	Samson Cree Nation	Ermineskin (Hobbema)	IRS Located in Community
170	AB	Sawridge FN	Grouard to December 1957	IRS Attended by Member(s)
171	AB	Siksika Nation	Crowfoot (Blackfoot, St. Joseph's, Ste. Trinite)	IRS Attended by Member(s)
172	AB	Stoney FN	Morley (Stony/Stoney, replaced McDougall Orphanage)	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
173	AB	Sturgeon Lake Cree Nation	Sturgeon Lake (Calais, St. Francis Xavier)	IRS Located in Community
174	AB	Sucker Creek FN	Joussard (St. Bruno's)	IRS Located in Community
175	AB	Sunchild First Nation	Ermineskin (Hobbema)	IRS Attended by Member(s)
176	AB	Tallcree Tribal Government	Fort Vermilion (St. Henry's)	IRS Attended by Member(s)
177	AB	Tsuut'ina Nation	Sarcee (St. Barnabas)	IRS Located in Community
178	AB	Whitefish Lake IB	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	IRS Attended by Member(s)
179	AB	Woodland Cree FN	Joussard (St. Bruno's)	IRS Attended by Member(s)
180	SK	Ahtahkakoop Cree Nation	Kamloops	IRS Attended by Member(s)
181	SK	Beardy's & Okemasis First Nation	St. Michael's (Duck Lake)	IRS Attended by Member(s)
182	SK	Big Island Lake Cree Nation	Beauval (Lac la Plonge)	IRS Attended by Member(s)
183	SK	Buffalo River Dene Nation	Beauval (Lac la Plonge)	IRS Located in Community; IRS Attended by Member(s)
184	SK	Canoe Lake Cree First Nation	Beauval (Lac la Plonge)	IRS Attended by Member(s)
185	SK	Carry the Kettle FN	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
186	SK	Clearwater River Dene Nation	Beauval (Lac la Plonge)	IRS Located in Community
187	SK	Cote FN	Cote Improved Federal Day School (September 1928 to June 1940)	IRS Located in Community
188	SK	Cowessess FN #73	Marieval (Cowessess, Crooked Lake)	IRS Located in Community
189	SK	English River FN	Beauval (Lac la Plonge)	IRS Located in Community
190	SK	Fishing Lake FN	Muscovequan (Lestock, Touchwood)	IRS Located in Community
191	SK	George Gordon FN	Gordon's	IRS Located in Community
192	SK	Kahkewistahaw FN	Marieval (Cowessess, Crooked Lake)	IRS Attended by Member(s)
193	SK	Keeseekoose FN	St. Philip's	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
194	SK	Key FN	St. Philip's	IRS Attended by Member(s)
195	SK	Lac La Ronge IB	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	IRS Located in Community
196	SK	Little Black Bear Band	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
197	SK	Little Pine First Nation	Thunderchild (Delmas, St. Henri); Onion Lake Anglican (see Prince Albert)	IRS Attended by Member(s)
198	SK	Montreal Lake Cree Nation	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	IRS Located in Community
199	SK	Muskoday First Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
200	SK	Muskowekwan First Nation	Muscowequan (Lestock, Touchwood)	IRS Located in Community
201	SK	Nekaneet First Nation	Gordon's	IRS Attended by Member(s)
202	SK	Ocean Man First Nation #69	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
203	SK	Ochapowace Nation	Round Lake	IRS Located in Community
204	SK	Okanese FN	File Hills	IRS Located in Community
205	SK	Onion Lake	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge) ; St. Anthony's (Onion Lake, Sacred Heart)	IRS Located in Community
206	SK	Pasqua First Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Located in Community
207	SK	Piapot First Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Located in Community
208	SK	Pheasant Rump Nakota FN #68	Marieval (Cowessess, Crooked Lake); Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Located in Community; IRS Attended by Member(s)
209	SK	Red Earth First Nation	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	IRS Located in Community
210	SK	Star Blanket Cree Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Located in Community
211	SK	Sweetgrass First Nation	St. Anthony's (Onion Lake, Sacred Heart)	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
212	SK	Thunderchild First Nation	Onion Lake Anglican(see Prince Albert); Thunderchild (Delmas, St. Henri)	IRS Located in Community; IRS Attended by Member(s)
213	SK	Wahpeton Dakota Nation	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	IRS Attended by Member(s)
214	SK	White Bear First Nations	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
215	SK	Zagime Anishinabek (Formerly Sakimay FNs)	Marieval (Cowessess, Crooked Lake)	IRS Located in Community
216	SK	Waterhen Lake FN	Beauval (Lac la Plonge)	IRS Attended by Member(s)
217	MB	Berens River FN	Portage la Prairie; Brandon	IRS Attended by Member(s)
218	MB	Bunibonibee Cree Nation	Birtle; Brandon; Portage la Prairie	IRS Attended by Member(s)
219	MB	Bloodvein River FN	Assiniboia (Winnipeg)	IRS Attended by Member(s)
220	MB	Little Black River FN	Dauphin (replace McKay)	IRS Attended by Member(s)
221	MB	Ebb and Flow First Nation	Sandy Bay	IRS Attended by Member(s)
222	MB	Fisher River Cree Nation	Birtle	IRS Attended by Member(s)
223	MB	Gambler First Nation	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
224	MB	Lake Manitoba First Nation	Assiniboia (Winnipeg)	IRS Attended by Member(s)
225	MB	Sagkeeng FN	Fort Alexander (Pine Falls)	IRS Located in Community; IRS Attended by Member(s)
226	MB	Long Plain FN	Brandon; Portage la Prairie	IRS Located in Community; IRS Attended by Member(s)
227	MB	Mathias Colomb Cree Nation	Sturgeon Landing (replaced by Guy Hill, MB); Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)	IRS Attended by Member(s)
228	MB	Misipawistik Cree Nation	Brandon	IRS Attended by Member(s)
229	MB	Nisichawayasihk Cree Nation	McKay (The Pas, replaced by Dauphin)	IRS Attended by Member(s)
230	MB	Norway House Cree Nation	Notre Dame Hostel (Norway House Catholic, Jack River	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
			Hostel, replaced Jack River Annex at Cross Lake); Norway House	
231	MB	O-Pipon-Na-Piwin Cree Nation	Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)	IRS Attended by Member(s)
232	MB	Pinaymootang First Nation	Birtle	IRS Attended by Member(s)
233	MB	Poplar River FN	Norway House, Cross Lake (St. Joseph's, Norway House); Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)	IRS Attended by Member(s)
234	MB	Pine Creek FN	Pine Creek (Campeville)	IRS Located in Community
235	MB	Roseau River Anishinabe FN	Fort Alexander (Pine Falls); Birtle; Portage la Prairie; Lebrét (Qu'Appelle, Whitecalf, St. Paul's High School)	IRS Attended by Member(s)
236	MB	Sandy Bay Ojibway FN	Portage la Prairie; Sandy Bay	IRS Located in Community; IRS Attended by Member(s)
237	MB	Sioux Valley Dakota Nation	Brandon	IRS Attended by Member(s)
238	MB	St. Theresa Point FN	Assiniboia (Winnipeg)	IRS Attended by Member(s)
239	MB	Swan Lake FN	Portage la Prairie	IRS Attended by Member(s)
240	MB	Tataskweyak Cree Nation	Dauphin (replaced McKay)	IRS Attended by Member(s)
241	MB	Tootinaowaziibeeng Treaty Reserve #292	Pine Creek (Campeville)	IRS Attended by Member(s)
242	MB	Waywayseecappo FN	Birtle	IRS Located in Community
243	MB	York Factory FN	Dauphin (replaced McKay)	IRS Attended by Member(s)
244	ON	Algonquins of Pikwakanagan First Nation	Mohawk Institute; Spanish Boys' School (Charles Garnier, St. Joseph's)	IRS Attended by Member(s)
245	ON	Aamjiwnaang FN-Chippewas of Sarnia	Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Attended by Member(s)
246	ON	Alderville FN	Mount Elgin (Muncey, St. Thomas)	IRS Attended by Member(s)
247	ON	Animakee Wa Zhing #37	Cecilia Jeffrey (Kenora, Shoal Lake)	IRS Located in Community; IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
248	ON	Aroland FN	McIntosh (Kenora)	IRS Attended by Member(s)
249	ON	Big Grassy River First Nation	Cecilia Jeffrey (Kenora, Shoal Lake)	IRS Attended by Member(s)
250	ON	Caldwell First Nation	Mount Elgin (Muncey, St. Thomas)	IRS Attended by Member(s)
251	ON	Cat Lake FN	Pelican Lake (Pelican Falls)	IRS Attended by Member(s)
252	ON	Chapleau Cree FN	Chapleau (St. John's); Shingwauk	IRS Located in Community; IRS Attended by Member(s)
253	ON	Chippewas of the Thames FN	Mount Elgin (Muncey, St. Thomas)	IRS Located in Community
254	ON	Chippewas of Kettle and Stony Point First Nation (formerly Kettle Point First Nation and Stony Point First Nation)	Mount Elgin (Muncey, St. Thomas); Mohawk Institute	IRS Attended by Member(s)
255	ON	Chippewas of Rama First Nation	Mohawk Institute	IRS Attended by Member(s)
256	ON	Constance Lake First Nation	St. Anne's (Fort Albany)	IRS Attended by Member(s)
257	ON	Couchiching FN	Fort Frances (St. Margaret's)	IRS Located in Community; IRS Attended by Member(s)
258	ON	Curve Lake FN	Mohawk Institute	IRS Attended by Member(s)
259	ON	Delaware Nation (Moravian of the Thames)	Mohawk Institute; Mount. Elgin (Muncey, St. Thomas); Shingwauk	IRS Attended by Member(s)
260	ON	Fort Albany FN	St. Anne's (Fort Albany)	IRS Located in Community
261	ON	Fort William FN	St. Joseph's/Fort William	IRS Located in Community
262	ON	Fort Severn FN	Pelican Lake (Pelican Falls)	IRS Attended by Member(s)
263	ON	Ginoogaming FN	St. Joseph's/Fort William	IRS Attended by Member(s)
264	ON	Grassy Narrows FN	McIntosh (Kenora)	IRS Attended by Member(s)
265	ON	Kashechewan FN	St. Anne's (Fort Albany)	IRS Attended by Member(s)
266	ON	Kitchenuhmaykoosib Inninuwig	Pelican Lake (Pelican Falls); Cecilia Jeffrey (Kenora, Shoal Lake); Poplar Hill	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
267	ON	Lac Seul First Nation	Cecilia Jeffrey (Kenora, Shoal Lake); Pelican Lake (Pelican Falls)	IRS Attended by Member(s)
268	ON	M'Chigeeng FN	Spanish Boys' School (Charles Garnier, St. Joseph's)	IRS Attended by Member(s)
269	ON	Mississauga First Nation	Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Attended by Member(s)
270	ON	Mississaugas of the Credit First Nation	Mohawk Institute	IRS Attended by Member(s)
271	ON	Mississaugas of Scugog Island First Nation	Mohawk Institute	IRS Attended by Member(s)
272	ON	MoCreebec Eeyoud Council of the Cree	Bishop Horden Hall (Moose Fort, Moose Factory)	IRS Located in Community
273	ON	Moose Cree FN	Bishop Horden Hall (Moose Fort, Moose Factory)	IRS Located in Community
274	ON	Mohawks of the Bay of Quinte	Mohawk Institute	IRS Attended by Member(s)
275	ON	Munsee-Delaware Nation	Mount Elgin (Muncey, St. Thomas)	IRS Attended by Member(s)
276	ON	Naicatchewenin FN	Fort Frances (St. Margaret's)	IRS Attended by Member(s)
277	ON	Nautkamegwanning FN	Cecilia Jeffrey (Kenora, Shoal Lake); Fort Frances (St. Margaret's); McIntosh (Kenora); St. Mary's (Kenora, St. Anthony's)	IRS Attended by Member(s)
278	ON	Nipissing First Nation	Spanish Boys' School (Charles Garnier, St. Joseph's)	IRS Attended by Member(s)
279	ON	Nigigoonsiminikaaning First Nation	Fort Frances (St. Margaret's)	IRS Attended by Member(s)
280	ON	Ojibways of Onigaming	St. Mary's (Kenora, St. Anthony's); Fort Frances (St. Margaret's)	IRS Attended by Member(s)
281	ON	Oneida Nation the Thames	Mount Elgin (Muncey, St. Thomas)	IRS Located in Community
282	ON	Pikangikum FN	Poplar Hill	IRS Attended by Member(s)
283	ON	Sachigo Lake FN	Poplar Hill	IRS Attended by Member(s)
284	ON	Sheguiandah FN	Shingwauk; Spanish Boys' School (Charles Garnier, St. Joseph's); Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Located in Community

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
285	ON	Taykwa Tagamou Nation	St. Anne's (Fort Albany)	IRS Attended by Member(s)
286	ON	Temagami FN	Shingwauk	IRS Attended by Member(s)
287	ON	Wabigoon Lake Ojibway Nation	St. Mary's (Kenora, St. Anthony's)	IRS Attended by Member(s)
288	ON	Wahgoshig First Nation	Mohawk Institute	IRS Located in Community; IRS Attended by Member(s)
289	ON	Wauzhushk Onigum Nation (Rat Portage) #153	St. Mary's (Kenora, St. Anthony's)	IRS Located in Community
290	ON	Wiikwemkoong Unceded Territory	Spanish Boys' School (Charles Garnier, St. Joseph's); Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's);	IRS Located in Community
291	ON	Weenusk First Nation	St. Anne's (Fort Albany)	IRS Located in Community
292	ON	Whitefish River First Nation	Spanish Boys' School (Charles Garnier, St. Joseph's)	IRS Attended by Member(s)
293	ON	Whitesand First Nation	Fort Frances (St. Margaret's)	IRS Attended by Member(s)
294	QC	Abénakis de Wôlinak	Sept-Îles	IRS Attended by Member(s)
295	QC	Communaute Ancinapek de Kitcisakik	Amos	IRS Attended by Member(s)
296	QC	Les Innu De Ekuanitshit	Sept-Îles	IRS Attended by Member(s)
297	QC	Cree Nation of Chisasibi	Fort George (Anglican); Fort George (Roman Catholic)	IRS Located in Community
298	QC	Cree Nation of Mistissini	La Tuque; Mistassini Hostels (September 1, 1971 to June 30, 1978)	IRS Located in Community; IRS Attended by Member(s)
299	QC	Cree Nation of Nemaska	Bishop Horden Hall (Moose Fort, Moose Factory); Shingwauk; La Tuque	IRS Attended by Member(s)
300	QC	Cree Nation of Waswanipi	Mohawk Institute; La Tuque	IRS Attended by Member(s)
301	QC	Cree Nation of Wemindji	Fort George (Anglican)	IRS Attended by Member(s)
302	QC	Nation Huronne-Wendat	La Tuque	IRS Attended by Member(s)
303	QC	Innus de Ekuanitshit	Sept-Îles	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
304	QC	Innu Takuaikan Uashatmak Mani Utenam	Sept-Îles	IRS Located in Community; IRS Attended by Member(s)
305	QC	Listuguj Mi'gmaq Government	Shubenacadie	IRS Attended by Member(s)
306	QC	Kanesatake Mohawk	Shingwauk	IRS Located in Community; IRS Attended by Member(s)
307	QC	Kebaowek First Nation	Spanish Boys' School (Charles Garnier, St. Joseph's); Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)	IRS Attended by Member(s)
308	QC	Long Point FN	Amos	IRS Attended by Member(s)
309	QC	Naskapi Nation of Kawawachikamach	La Tuque	IRS Located in Community
310	QC	Nation anishnabe du Lac Simon	Amos	IRS Located in Community; IRS Attended by Member(s)
311	QC	Odanak	Shingwauk	IRS Attended by Member(s)
312	QC	Oujé-Bougoumou Cree Nation	La Tuque	IRS Attended by Member(s)
313	QC	Pekuakamiulnuatsh Takuhikan	Pointe Bleue	IRS Located in Community
314	QC	Whapmagoostui FN	Federal Hostels at Great Whale River	IRS Located in Community
315	QC	The Crees of Waskaganish FN	Bishop Horden Hall (Moose Fort, Moose Factory)	IRS Attended by Member(s)
316	NB	Elsipogtog First Nation, formerly Big Cove Band, formerly Richibucto Tribe of Indians (#003)	Shubenacadie	IRS Attended by Member(s)
317	NB	Eel Ground First Nation	Shubenacadie	IRS Attended by Member(s)
318	NB	Eel River Bar First Nation	Shubenacadie	IRS Attended by Member(s)
319	NB	Fort Folly	Shubenacadie	IRS Attended by Member(s)
320	NB	Indian Island	Shubenacadie	IRS Attended by Member(s)
321	NB	Kingsclear First Nation	Shubenacadie	IRS Attended by Member(s)

	Province / Territory	Indian Band/ FN	Identified Indian Residential School(s)	Opt In Basis
322	NB	Oromocto	Shubenacadie	IRS Attended by Member(s)
323	NB	Tobique First Nation	Shubenacadie	IRS Attended by Member(s)
324	NS	Sipekne'katik Band	Shubenacadie	IRS Located in Community
325	PE	Abegweit FN	Shubenacadie	IRS Attended by Member(s)
326	PE	Lennox Island Band	Shubenacadie	IRS Located in Community; IRS Attended by Member(s)

SCHEDULE "B"
LIST OF RESIDENTIAL SCHOOLS

British Columbia Residential Schools

Ahousaht

Alberni

Cariboo (St. Joseph's, William's Lake)

Christie (Clayoquot, Kakawis)

Coqualeetza from 1924 to 1940

Cranbrook (St. Eugene's, Kootenay)

Kamloops

Kuper Island

Lejac (Frascr Lake)

Lower Post

St George's (Lytton)

St. Mary's (Mission)

St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)

Sechelt

St. Paul's (Squamish, North Vancouver)

Port Simpson (Crosby Home for Girls)

Kitimaat

Anahim Lake Dormitory (September 1968 to June 1977)

Alberta Residential Schools

Assumption (Hay Lake)

Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)
Crowfoot (Blackfoot, St. Joseph's, Ste. Trinité)
Desmarais (Wabiscaw Lake, St. Martin's, Wabisea Roman Catholic)
Edmonton (Poundmaker, replaced Red Deer Industrial)
Ermineskin (Hobbema)
Holy Angels (Fort Chipewyan, École des Saint-Anges)
Fort Vermilion (St. Henry's)
Joussard (St. Bruno's)
Lesser Slave Lake (St. Peter's)
Morley (Stony/Stoney, replaced McDougall Orphanage)
Old Sun (Blackfoot)
Sacred Heart (Peigan, Brockton)
St. Albert (Youville)
St. Cyprian (Queen Victoria's Jubilee Home, Peigan)
St. Joseph's (High River, Dunbow)
St. Mary's (Blood, Immaculate Conception)
St. Paul's (Blood)
Sturgeon Lake (Calais, St. Francis Xavier)
Wabaseca (St. John's)
Whitefish Lake (St. Andrew's)
Grouard to December 1957
Sarcee (St. Barnabas)

Saskatchewan Residential Schools

Beauval (Lac la Plonge)

File Hills

Gordon's

Lac La Ronge (see Prince Albert)

Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)

Marieval (Cowessess, Crooked Lake)

Muscowequan (Lestock, Touchwood)

Onion Lake Anglican (see Prince Albert)

Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)

Round Lake

St. Anthony's (Onion Lake, Sacred Heart)

St. Michael's (Duck Lake)

St. Philip's

Sturgeon Landing (replaced by Guy Hill, MB)

Thunderchild (Delmas, St. Henri)

Cote Improved Federal Day School (September 1928 to June 1940)

Manitoba Residential Schools

Assiniboia (Winnipeg)

Birtle

Brandon

Churchill Vocational Centre

Cross Lake (St. Joseph's, Norway House)

Dauphin (replaced McKay)

Elkhorn (Washakada)

Fort Alexander (Pine Falls)

Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)

McKay (The Pas, replaced by Dauphin)

Norway House

Pine Creek (Campeville)

Portage la Prairie

Sandy Bay

Notre Dame Hostel (Norway House Catholic, Jack River Hostel, replaced Jack River Annex at Cross Lake)

Ontario Residential Schools

Bishop Horden Hall (Moose Fort, Moose Factory)

Cecilia Jeffrey (Kenora, Shoal Lake)

Chapleau (St. John's)

Fort Frances (St. Margaret's)

McIntosh (Kenora)

Mohawk Institute

Mount Elgin (Muncey, St. Thomas)

Pelican Lake (Pelican Falls)

Poplar Hill

St. Anne's (Fort Albany)

St. Mary's (Kenora, St. Anthony's)

Shingwauk

Spanish Boys' School (Charles Garnier, St. Joseph's)

Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)

St. Joseph's/Fort William

Stirland Lake High School (Wahbon Bay Academy) from September 1, 1971 to June 30, 1991

Cristal Lake High School (September 1, 1976 to June 30, 1986)

Quebec Residential Schools

Amos

Fort George (Anglican)

Fort George (Roman Catholic)

La Tuque

Point Bleue Sept-Îles

Federal Hostels at Great Whale River

Federal Hostels at Port Harrison

Federal Hostels at George River

Federal Hostel at Payne Bay (Bellin)

Fort George Hostels (September 1, 1975 to June 30, 1978)

Mistassini Hostels (September 1, 1971 to June 30, 1978)

Nova Scotia Residential Schools

Shubenacadie

Nunavut Residential Schools

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Federal Hostels at Panniqtuug/Pangnirtang

Federal Hostels at Broughton Island/Qikiqtarjuaq

Federal Hostels at Cape Dorset Kinngait

Federal Hostels at Eskimo Point/Arviat

Federal Hostels at Igloolik/Iglulik

Federal Hostels at Baker Lake/Qamani'tuaq

Federal Hostels at Pond Inlet/Mittimatalik

Federal Hostels at Cambridge Bay

Federal Hostels at Lake Harbour

Federal Hostels at Belcher Islands

Federal Hostels at Frobisher Bay/Ukkivik

Federal Tent Hostel at Coppermine

Northwest Territories Residential Schools

Aklavik (Immaculate Conception)

Aklavik (All Saints)

Fort McPherson (Fleming Hall)

Ford Providence (Sacred Heart)

Fort Resolution (St. Joseph's)

Fort Simpson (Bompas Hall)

Fort Simpson (Lapointe Hall)

Fort Smith (Breynat Hall)

Hay River (St. Peter's)

Inuvik (Grollier Hall)

Inuvik (Stringer Hall)

Yellowknife (Akaitcho Hall)

Fort Smith - Grandin College

Federal Hostel at Fort Franklin

Yukon Residential Schools

Carcross (Chooulta)

Yukon Hall (Whitehorse/Protestant Hostel)

Coudert Hall (Whitehorse Hostel/Student Residence - replaced by Yukon Hall)

Whitehorse Baptist Mission

Shingle Point Eskimo Residential School

St. Paul's Hostel from September 1920 to June 1943

**SCHEDULE D
INVESTMENT POLICY**

1. The Board, or the Interim Board, as the case may be, shall at all times manage the money of the Trust/not-for-profit entity in a prudent manner.
2. Upon receipt of the funding, the Trust shall deposit the funds required to make the initial payment to the Bands, as well as to pay for the operation of the Trust/not-for-profit entity for the first year, in a bank account in the name of the Trust/not-for-profit entity.
3. The remainder of the funds shall be invested in accordance with professional investment advice for a period of one year, or until the full Board is constituted.
4. Once the full Board is constituted, it shall engage the services of one or more professional investment advisors or firms to assist it in the long-term planning and investment required to ensure, to the extent possible, the availability of funds for initiatives undertaken by the Band Class Members to fulfill the objectives of the Four Pillars.
5. The money will be invested in accordance with professional advice in a manner which will maintain the capital for 20 years.
6. Subject to Section 22.04 of the Agreement, after 20 years, the Trust shall disburse the remaining funds to the Band Class in accordance with the Disbursement Formula, with adjustments for remoteness, upon receipt of a further plan for use of the funds in accordance with the Four Pillars.
7. Any investment income earned on the capital shall be disbursed to the Band Class in accordance with the Disbursement Policy.

SCHEDULE E DISBURSEMENT POLICY AND DISBURSEMENT FORMULA

It is acknowledged that the sole purpose of the Fund is to assist Band Class Members in repairing the harms done to them by the Residential Schools as set out in the Statement of Claim (as amended) in accordance with the Four Pillars which guide the Agreement.

The Board, once constituted, will create a Disbursement Policy. This Disbursement Policy shall include the following:

1. **Band Entitlement** – each Band Class Member shall be entitled to the following disbursements:
 - a. **Planning Funds:** Upon receipt of the money provided for in this Agreement, the Trust will disburse an initial amount of \$200,000 to each Band for the purposes of developing a plan to carry out one or more of the objectives and purposes of the Four Pillars;
 - b. **Initial Kick-Start Funds:** Upon receipt and review of a plan from a Band, the Trust shall disburse the Initial Kick-Start Funds, which shall be equal to the Band's proportionate share of \$325,000,000, with 40% attributable for base rate, with the remaining 60% to be used to adjust for population. The base rate is an equal amount payable to each Band. The Board will determine an appropriate adjustment for remoteness for the Initial Kick-Start Funds, with any such funds required to account for remoteness being in addition to the \$325,000,000, and taken from capital.
 - c. **Annual Entitlement:** Each Band will receive a share of annual investment income that is available for distribution. Each Band's Annual Entitlement will be based on the Disbursement Formula. The Trust may, at its discretion, choose not to disburse all the income in any given year in order to ensure sufficient funding for years in which there is less income due to market conditions.
2. **Furtherance of the Four Pillars** – For both the Initial Kick-Start Funds and the Annual Entitlement, each Band must spend the funds in accordance with their plans, and on initiatives that further the Four Pillars.
3. **Disbursement Formula** – The Board will establish a Disbursement Formula which provides a base rate to each Band, a per capita adjustment based on the relative population of the Band and an amount for additional costs in case of remoteness. This Disbursement Formula will be used to calculate the amount of each Band's entitlement for the Annual Funds. The Disbursement Formula set by the Board must include a 40% attributable for base rate, with the remaining 60% to be used to adjust for population and for remoteness. Within the 60%,

the Board will consider and determine an appropriate population adjustment and remoteness adjustment.

4. **Reporting** - Each Band shall establish an initial efficient and simplified 10 year plan as well as yearly update reporting which will assist the Board in ensuring that the funding is being used for the Four Pillars. Following the initial 10 years each Band will be required to provide an additional 10 year plan and followed by yearly reporting. After 20 years, each Band will submit a further plan for use of the Band's share of the disbursement of the remaining funds pursuant to s. 6 of the Investment Policy, followed by periodic reporting for 10 years or until the funds are expended, whichever occurs first.
5. **Deferred distribution** – Each Band can elect to leave any of the funds to which it is entitled in the Fund to accrue income and to be drawn down later based upon their plan. In the event that a Band does not submit a plan to the Board, the distribution to that Band will be automatically deferred until they have provided a plan to carry out the objectives and purposes of the Four Pillars.
6. **Restrictions on use** – The Disbursement Policy will make clear of the following restrictions on use:
 - a. Funding will be for the objectives and purposes of one or more of the Four Pillars;
 - b. No funding will be given for initiatives which duplicate government programs or for which government funding is available. However, if the government funding only covers certain elements of an initiative (e.g., salaries), but does not cover a different element of the initiative (e.g., capital expenditures), funding may be given for the elements not covered by government funding;
 - c. No funding will be given to individuals for individual purposes;
 - d. No funding will be given for commercial ventures;
 - e. No funding can be used as collateral or to secure loans or used as any other form of guarantee; and
 - f. Funding is not subject to redirection, execution, or seizure by third parties, including third party managers; funding must only be used for the support of the Four Pillars by the Band recipient.

Schedule F The Four Pillars

PILLAR 1: REVIVAL AND PROTECTION OF INDIGENOUS LANGUAGE

Indigenous languages are sacred. Our languages are the keystone of our connection to each other and to the land. As expressed by the Assembly of First Nations, our languages were given to us by the Creator as an integral part of life and to allow us to interact with each other and the natural world. Embodied in our languages is our unique relationship to the Creator, our attitudes, beliefs, values and the fundamental notion of what is truth. Language is the principal means by which culture is accumulated, shared and transmitted from generation to generation. The key to identity and retention of culture is the revival and protection of our languages.

It is recognized and acknowledged that the traditional languages of our peoples are diverse. Language varies from community to community, sometimes operating like dialects. Each Band Class Member has the right to define for itself what constitutes an Indigenous language within its own nation.

The first pillar is the **revival and protection of our languages**, and may include initiatives with one or more of the following goals:

- Protecting and reviving the languages of our people.
- Encouraging our elders to pass on their knowledge of traditional languages to younger generations. Our elders will teach that our languages are not only about spoken and written words but are about our values, beliefs, rituals, songs, dances, spirituality, and social behaviours.
- Strengthening the bonds between language and the land.
- Teaching spoken and written languages to speakers of all levels, with a goal of having fluent speakers of our traditional languages.
- Enhancing the dignity, self-worth and sense of belonging of our peoples through the use of their own languages.
- Advancing individuals' language education.

PILLAR 2: REVIVAL AND PROTECTION OF INDIGENOUS CULTURE

Culture is how we express ourselves as nations. Culture helps maintain, and is a product of, ongoing relationships within our nations, our ancestors and the land. Protecting our culture means preserving the relationships through which our culture is both sustained and adapted. Our cultures are dynamic. Culture is a complex whole that includes knowledge, practices, customs, art, norms, beliefs, and any other capabilities and habits that offer a sense of meaning as peoples.

It is recognized and acknowledged that each Band Class Member has its own culture, beliefs,

traditions, worldviews and customs. Each has a unique experience on the land and with each other, but are all connected.

The second pillar is the **revival and protection of our cultures**, and may include initiatives with one or more of the following goals:

- Preserving and strengthening knowledge of our cultures and traditions.
- Reviving traditional cultural skills and practices.
- Passing knowledge of our traditional cultures, values, goals and practices to future generations.
- Forging bonds with the land and its resources through acknowledgment and use of cultural practises.
- Sharing traditional knowledge from older generations to younger generations.

PILLER 3: PROTECTION AND PROMOTION OF HERITAGE

Heritage consists of the traditions and way of life passed down through generations and inherited by our peoples today. Heritage is closely connected to, but distinct, from culture. Heritage is about maintaining a connection to the past, through the present and into the future. It is about stewardship and maintenance of traditions and practices, as well as stewardship of our lands and waters.

It is recognized and acknowledged that each Band Class Member has its own heritage that is unique.

The third pillar is the **protection and promotion of heritage** and may include initiatives with one or more of the following goals:

- Preserving and strengthening knowledge of our shared inheritance.
- Passing knowledge of heritage to future generations.
- Preserving knowledge of the creation and maintenance of our material cultures.
- Fostering connection to and protection of lands and waters.
- Sustaining our resources in our lands.
- Fostering multiculturalism from nation to nation.

PILLER 4: WELLNESS FOR INDIGENOUS COMMUNITIES AND PEOPLE

Wellness consists of emotional, physical, spiritual and mental health and wellbeing. Wellness involves healthy relationships, wisdom, respect and responsibility.

It is recognized and acknowledged that wellness is connected to our cultures, traditions, and knowledge, and that wellness of our communities and peoples is best achieved through practicing

our cultures and traditions, and through connection to the land.

Residential Schools have caused intergenerational harms that have had and continue to have a devastating impact on the wellness of our peoples. The fourth pillar is the promotion of **wellness for our communities and our people** to address these harms and may include initiatives with one or more of the following goals:

- Promoting holistic and traditional modes of wellness.
- Creating strong and healthy families in our communities.
- Raising our children and youth in a positive and healthy environment.
- Creating individual empowerment.
- Promoting the physical well-being of our people.
- Protecting and reviving healthful eating with traditional foods.
- Fostering relationships with the land.
- Promoting the practice of traditional values such as self-respect, respect toward others, humility, love, caring, sharing, honesty, and discipline.
- Addressing social harms that are the result of intergenerational trauma, including lateral violence, suicide, and drug and alcohol addiction and abuse.

Note: The goals listed under each Pillar are examples and not meant to exhaust the initiatives that may be undertaken under any of the Pillars but rather to show the types of initiatives that may be covered under the Four Pillars.