

Federal Court



Cour fédérale

Date: 20230309

Docket: T-1542-12

Citation: 2023 FC 327

Ottawa, Ontario, March 9, 2023

PRESENT: Madam Justice McDonald

CLASS PROCEEDING

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

HIS MAJESTY THE KING IN RIGHT OF CANADA

Defendant

ORDER AND REASONS

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I. Overview

[1] The parties ask the Court to approve the Settlement Agreement reached in this long-standing class proceeding, seeking reparations for the loss of language and culture caused to Indian Bands by the Residential Schools system. The purpose of the Settlement Agreement is outlined as follows at clause 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.

[2] With the consent of the Defendant Canada, the Representative Plaintiffs ask the Court to approve a settlement that has been reached for the benefit of the 325 Band Class members from across Canada who chose to opt-in (i.e. join) to this class proceeding.

[3] The Settlement Approval Hearing was held in-person in Vancouver, British Columbia on February 27 and 28, 2023. This hearing was also broadcast virtually via Zoom to allow Band Class members to observe and speak to the Settlement Agreement if they wished. The Court heard from a number of representatives of Band Class members both in-person and virtually.

[4] This settlement has overwhelming support from the Representative Plaintiffs, who have been involved in the litigation throughout. Many other Band Class members also expressed support for the settlement. Class Counsel and legal counsel for Canada both noted that neither had seen such unanimous support for a class action settlement proposal before in their careers.

[5] The only objection and concern expressed regarding the settlement related to the wording of the release in the Settlement Agreement. I will specifically address this issue below.

[6] For the reasons that follow, and despite the objection to the release language, I am satisfied that the settlement is fair, reasonable, and in the best interests of Band Class members. The Settlement Agreement is therefore approved.

II. Background

[7] In 2015, the Truth and Reconciliation Commission concluded:

For over a century, the central goals of Canada's Aboriginal policy were to eliminate Aboriginal governments; ignore Aboriginal rights; terminate the Treaties; and, through a process of assimilation, cause Aboriginal peoples to cease to exist as distinct legal, social, cultural, religious, and racial entities in Canada. The establishment and operation of residential schools were a central element of this policy, which can best be described as "cultural genocide".

Honouring the Truth, Reconciling for the Future: Summary of the Final Report of the Truth and Reconciliation Commission of Canada, page 1.

[8] In 2010, Chief Gottfriedson and Chief Feschuck took action to advocate for the rights of Day Scholars and First Nation communities who had been excluded from the previous

Residential School settlements. They composed a legal team and in August 2012, filed this class proceeding.

[9] In what has proven to be a visionary move, a claim was advanced for the loss of culture and language rights of Indian Bands who either had a Residential School in their community or had members of their community who attended a Residential School between 1920 and 1997.

[10] Following a contested certification hearing, on June 18, 2015, Justice Harrington certified this action 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 and *Gottfriedson v Canada*, 2015 FC 766 [Certification Order]).

[11] 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.

[12] In June 2021, the parties negotiated a settlement of the Survivor Class and Descendant Class claims. On September 24, 2021, the Court approved the settlement agreement between Canada and the Survivor and Descendant Classes for the loss of culture and language suffered by those who attended Residential Schools as Day Scholars between 1920 and 1997 (*Tk'emlúps te Secwépemc First Nation v Canada*, 2021 FC 988).

[13] This partial settlement of the class proceeding left the Band Class claim unresolved and the parties pressed forward with litigation.

[14] Band Class members were required to opt-in to the class action lawsuit. The deadline for Band Classes to opt-in was June 30, 2022, by an Order of June 15, 2022 (unreported). There are 325 Band Class members. The Band Class members list is found in Schedule C of the Settlement Agreement which was amended to remove a duplicate entry by an Order of January 21, 2023 (*Tk'emlúps te Secwépemc First Nation v Canada*, 2023 FC 106 [Notice Order]). The corrected Band Class members list is attached to the Order dated January 21, 2023.

[15] The Common Issues Trial for the Band Class claims was scheduled to begin on September 12, 2022, and continue for 48 days. The claim was bifurcated, with the damages phase of the Trial to proceed at a later date.

[16] At the Trial's opening on September 12, 2022, the parties requested a brief adjournment and on September 20, 2022, the Trial was adjourned *sine die* to allow the parties to pursue settlement negotiations.

[17] On January 18, 2023, the parties signed the proposed Settlement Agreement of the Band Class claims.

[18] On January 21, 2023, the Court approved the Notice Plan [Notice] for the distribution to Class members of the proposed Settlement Agreement and the Settlement Approval Hearing, scheduled to begin on February 27, 2023 (Notice Order).

[19] This Notice was sent to the administrative and political offices of each of the 325 Band Class members. Class members were given until February 20, 2023 to deliver statements of support or objection to Class Counsel.

III. Settlement Approval Hearing

[20] The following Affidavits were filed in support of this Motion:

- Affidavit of Peter Grant, co-Class Counsel, sworn on February 20, 2023;
- Affidavit of Chief Shane Gottfriedson, former Chief of Tk'emlúps te Secwépemc Indian Band, Representative Plaintiff for the Band Class, affirmed on February 21, 2023;
- Affidavit of Chief Garry Feschuk, former Chief of shíshálh Nation, formerly known as the Sechelt Indian Band, Representative Plaintiff for the Band Class, affirmed on February 20, 2023;
- Affidavit of Dr. Matthew Coon Come, former Grand Chief of the Council of Crees (Eeyou Istchee), affirmed on February 20, 2023;
- Affidavit of Jeanine Alphonse, law clerk at Waddell Phillips Professional Corporation, co-Class Counsel, affirmed on February 22, 2023; and
- Affidavit of Garima Dwivedi, Assistant Deputy Minister of the Resolutions and Partnerships Sector, Department of Crown-Indigenous Relations and Northern Affairs Canada, affirmed on February 23, 2023.

[21] The Court also received written submissions from the following Band Class members prior to the Settlement Approval Hearing: Elsipotog First Nation, Star Blanket Cree Nation, Taku River Tlingit First Nation, and Tootinaowaziibeeng Treaty Reserve #292, who all expressed support for the settlement.

[22] At the Settlement Approval Hearing, Neskonlith Indian Band, Penelakut Tribe, and Ermineskin Cree Nation provided written statements. Class Counsel also informed the Court of communications received from Nisichawayasik Cree Nation and Nekaneet First Nation in support of the Settlement Agreement.

[23] On February 21, 2023, shortly before the Settlement Approval Hearing, Wauzhushk Onigum Nation (Rat Portage) #153 [Wauzhushk Onigum Nation] filed a Motion seeking an amendment to the Certification Order to allow them to exercise the option to opt-out of the Settlement Agreement within 12 months. Wauzhushk Onigum Nation also opposed the settlement based on the language of the release and the lack of an opt-out provision at the settlement stage. This Motion and the objection were withdrawn by legal counsel for Wauzhushk Onigum Nation during the Settlement Approval Hearing.

[24] During the Settlement Approval Hearing, the Court heard oral submissions from the following representatives for Band Class members:

- Former Grand Chief Dr. Matthew Coon Come, Grand Council of the Crees
- Former Chief Shane Gottfriedson, Tk'emlúps te Secwépemc
- Former Chief Garry Feschuk, shíshálh Nation

- Kúkpi7 Rosanne Casimir, Tk'emlúps te Secwépemc
- Chief Michael Starr, Star Blanket Cree Nation
- Kukpi7 Irvin Wai, Neskonlith Indian Band
- Councillor Joan Manuel-Hooper, Neskonlith Indian Band
- Chief Cody Thomas, Enoch Cree Nation
- Chief Greg Gabriel, Penticton Indian Band
- Councillor and former Chief Craig Makinaw, Ermineskin Cree Nation
- Collin Wildcat, Ermineskin Cree Nation
- Alice Morgan, Hagwilget Village
- Robert Sam, Penelakut Tribe
- Bonnie Missens K.C., Pasqua First Nation
- Oliver Pulleyblank, legal counsel for Wauzhushk Onigum Nation
- Chief Ramona Sutherland, Constance Lake First Nation
- Chief Michelle Edwards, Cayoose Creek Indian Band

IV. Terms of the Settlement Agreement

[25] Canada will pay \$2,800,000,000.00 [the Fund] to fully and finally resolve the Band Class claims, pursuant to paragraph 24.01 of the Settlement Agreement.

[26] By way of overview, the opening paragraphs of the Settlement Agreement state:

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.

[27] The objectives of the settlement are noted in clause M, which set out the Four Pillars of the Settlement Agreement:

- 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.

[28] The objectives of the settlement will be facilitated by the creation of an Indigenous led and Indigenous controlled 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.

[Emphasis in original].

[29] The not-for-profit entity will establish a trust fund [Trust], which is outlined in sections 22.01-22.03 as follows:

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; ...

[30] The not-for-profit entity will be responsible for distributing the Fund to the Band Class members in accordance with the Disbursement Policy, set out in Schedule E of the Settlement Agreement.

[31] The Disbursement Policy sets out the entitlement of each Band Class member under the Settlement Agreement. Each Band Class member is 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.

[Emphasis in original]

[32] If the Court approves the Settlement Agreement, Canada will be released from liability relating to the Band Class members' claims in this class proceeding.

V. Issues

[33] The primary issue is whether the Settlement Agreement is fair and reasonable. The only objection to the settlement relates to the release language. I will address this issue first.

VI. Analysis

A. *Release Provisions in the Settlement Agreement*

[34] As noted, the only objection or concern raised was in relation to the release language used in the Settlement Agreement. Both Wauzhushk Onigum Nation and Constance Lake First Nation objected to the scope of the release language, although Wauzhushk Onigum Nation withdrew its objection at the Settlement Approval Hearing. The concern about the release language arose in the face of the ongoing and devastating discovery of unmarked graves and

burial sites at former Residential School sites. The worry is that the release language may prevent future efforts to hold Canada to account for these tragic discoveries.

[35] This issue was top of mind to the parties as they worked out the terms of the settlement before the Court. I note that one of the Representative Plaintiffs – Tk'emlups Te Secwepemc Indian Band – was the site of Kamloops Indian Residential School, where the remains of 215 children were discovered in May 2021. This tragic discovery brought national attention to unmarked graves at former Residential Schools across Canada.

[36] The release provisions in the Settlement Agreement state:

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 Releasors that purports to seek compensation from Canada for anything released through this Agreement.

27.07 Each Releasor 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 Releasor, 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 Releasor entity or a larger entity to which the Releasor belongs, or is otherwise related, connected or derived.

27.09 If a court or tribunal determines that a Third Party, and not the Releasor, is the appropriate rights holder or otherwise owed the duties at issue, Canada may seek a set-off of the amounts paid to the Releasor 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.

[Emphasis added].

[37] While section 27.02 specifically excludes any claims regarding children who died or disappeared while in attendance at Residential Schools, there was still concern that the release provisions are too broad.

[38] The Supreme Court of Canada recently provided direction on the interpretation of the scope of releases in *Corner Brook (City) v Bailey*, 2021 SCC 29 [Bailey]. The Supreme Court held “[t]here is no special interpretive principle that applies to releases” (*Bailey* at para 3). The Supreme Court held:

[35] Releases tend to have certain features that may give rise to careful interpretations. Contractual interpretation requires courts to give the words of a contract their ordinary and grammatical meaning, in a way that is consistent with the surrounding circumstances known to the parties at the time of contract formation: *Sattva*, at paras. 47-48. Sometimes the ordinary meaning of the words and the surrounding circumstances come into tension, and courts must decide whether to rely on the surrounding circumstances to refine the meaning of the words, or whether doing so would impermissibly overwhelm the words of the agreements, in which case the words must override: para. 57. This tension may more often arise when interpreting releases, for two reasons.

[36] First, as Cass observes, “A distinctive feature of releases is that they are often expressed in the broadest possible words”: p. 83 (footnote omitted). A general release, if interpreted literally, could prevent the releasor from suing the releasee for any reason, forever. While such a release may not be enforceable for other

reasons (e.g., unconscionability), the circumstances may also often indicate that such extreme consequences are not what the parties objectively intended. As the Court of Appeal for British Columbia put it in *Strata Plan BCS 327*, “While releases signed in the course of a settlement of a dispute are often worded in a broad and general fashion, appearing to cover the end of the world, they must be considered in the context of the dispute”: para. 26. This context can serve as a limiting factor to the breadth of wording found in a release.

...

[43] Distinctions can be drawn between claims based on facts known to both parties (as in this case) and claims based on facts that were not known to both parties (as in *Biancaniello*). Such distinctions may be relevant when interpreting a release and assessing whether the claim at issue is the kind of claim the parties mutually intended to release. The ultimate question is whether the claim is of the type of claim to which the release is directed. This will depend on the wording and surrounding circumstances of the release in each case. Lord Bingham’s cautionary principle from *Ali* should be understood not as a rule of interpretation, but rather an observation as to the issues that releases will tend to give rise to given their subject matter. Any judicial tendency to narrow the meaning given to broad wording is not the function of any special rule, but rather a function of the context in which releases are given. Thus, the ordinary rules for contract interpretation set out in *Sattva* apply to releases as they do to other contracts.

[39] Specifically in the class proceeding context, the decision of the British Columbia Superior Court in *Leonard v The Manufacturers Life Insurance Company*, 2020 BCSC 1840 [*Leonard*] is instructive. In *Leonard*, an objection was raised arguing the release was too broad. In concluding the release did not “inappropriately forestall future claims” (at para 115), Justice Gomery noted, at paragraph 117:

I should observe that, so far as the class is concerned, the “Proceedings” are limited to the common issues. The release bars claims engaging the common issues, but not claims grounded in some other legal theory or cause of action, if there is any that could be advanced arising out of the same conduct. Such claims would not be claims grounded in “any conduct, act or omission which was or could have been alleged in the Proceedings”.

[40] Based upon *Bailey* and *Leonard*, the Court must consider the release language as against the surrounding circumstances including the claims advanced in the pleadings and the common issues certified. The language in the pleadings and the certified Common Questions informs the parameters and legal reach of the release provisions.

[41] Here, the release language in the Settlement Agreement is specifically crafted to only apply to the claims raised in the class proceeding. The claims are outlined in the Second Re-Amended Statement of Claim as:

2(i) ... 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.

...

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.

[42] The Common Questions as certified by Justice Harrington in the Certification Order, in relation to the Band Class members, are as follows:

- 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 [...] Band 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 [...] Band Class [...]?

[43] During oral submissions, Class Counsel, Mr. Phillips confirmed that:

While 27.01 already, in my submission, would have captured that, in terms of not releasing those claims, 27.02 goes directly to the point because class action counsel, counsel for Canada, and the representative plaintiffs turned their minds specifically to that issue. And to use my phrase again for the second time, in a belt-and-suspenders way said is a matter of reinforcement **no claim regarding or relating to missing or dead children is covered by the terms of the release 27.02.**

For the same reason the churches and their liability, they were not part of this action. Early on a decision was taken to ensure that we could at least get -- during some people's lives, the lifetime, to the end of this case, the churches were not included. They were specifically excluded by the initial statement of claim. And our clients wanted to ensure that no release released the churches or could be taken to release the churches. And, again, well 27.01, given that the statement of claim was tailorized [sic] or what I would've -- what should have been called Gottfriedsonized, they remove reference to churches. That (inaudible) to 27.01 meant they were not going to be covered in any of that, but in 27.04 I believe it is -- 27.04. Again, belt-and-suspenders, we made sure on the instruction of our clients that that release would not cover or touch on the churches.

At the same time -- and you'll see this at paragraph 60 of our submissions -- one of our clients raised a concern about land claims. And again, our -- my view, 27.01, there's no land claim that could have arisen with respect to the claim as pleaded or which could have been pleaded in the context of what was there in the common issues of fact and law. But 27.03, belt and suspenders, was put in to make sure that no land claim could be compromised by the release.

[Emphasis added].

[44] Legal counsel for Canada, Mr. Henderson, also addressed this issue. As he noted, the parties negotiated the terms of the Settlement Agreement and carefully chose the language. At the Settlement Approval Hearing, Mr. Henderson expressly addressed the scope of the release and stated:

So let me say for the record and without qualification, that any other claim that may exist with respect to children who died or disappeared or with respect to unmarked graves or burial grounds, is not released in this settlement.

[45] In considering these surrounding circumstances, I am satisfied that the release provisions included in the Settlement Agreement do not release, impair, or otherwise restrict any claims that may be brought against Canada relating to unmarked graves or children who died or disappeared while attending Residential Schools.

[46] I accept that the release provisions were carefully crafted and will act as a bar to any claims based upon the same pleadings or the same common issues raised in this class proceeding. However, they will not act as a bar to claims grounded in another cause of action.

B. *Is the Settlement Fair and Reasonable?*

(1) Legal Principles

[47] Rule 334.29(1) of the *Federal Courts 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*]).

[48] 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).

[49] 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; *Lin v Airbnb Inc*, 2021 FC 1260 at para 22) and include the following:

- a. Likelihood of recovery or success;
- b. The amount of pre-trial work including discovery, evidence or investigation;
- c. Settlement terms and conditions;
- d. Future expense and likely duration of litigation;
- e. Expressions of support and objections;
- f. Presence of good faith and the absence of collusion;
- g. Communications with class members during litigation; and,
- h. Recommendations and experience of counsel.

[50] As noted in *McLean v Canada*, 2019 FC 1075 [*McLean*] at paragraph 68, in addition to the above considerations, 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.

[51] I will now turn to a consideration of these factors in relation to the proposed settlement in this case.

(a) *Likelihood of Recovery or Success*

[52] When this class proceeding was filed, the likelihood of the success was uncertain. The exclusion of the Survivor Class and Descendant Class claimants from the Indian Residential

Schools Settlement Agreement [IRSSA] and the *McLean* settlement foretold Canada's position on the viability of these claims. Then, the exclusion of the Band Class members from the settlement agreement reached on the Survivor Class and Descendant Class claims was yet another indication that the claims advanced would be a significant challenge to prove and would have to proceed to trial.

[53] This class proceeding raises novel and complex legal issues. None of the other class proceedings in relation to Residential Schools (IRSSA and *McLean*) addressed the concept of collective harm to the Indian Bands caused by the Residential Schools system.

[54] Class Counsel was in uncharted territory in advancing the claims on behalf of the Band Class members for loss of language and culture in relation to Residential Schools. Not only were there no comparator cases in Canada, but there were also no reported decisions addressing either collective claims or loss of language and culture claims in the Residential School context.

[55] Canada aggressively argued against certification, and after certification advanced a number of defences to the entire claim, including limitation defences. Following the settlement of the Survivor and Descendant Classes, Canada denied any breach of fiduciary duty to the Band Class members not to destroy their language or culture, and denied any breach of cultural or linguistic Aboriginal Rights.

[56] The passage of time and the historic nature of these claims is also a factor for consideration. Historic documentary evidence is difficult to amass. In order to succeed, the Plaintiffs had to demonstrate a uniform intent and pattern of conduct to intentionally extinguish

Indigenous language and culture across Canada over a 77-year period by 23 different federal governments over 139 Residential Schools.

[57] According to Class Counsel, to their knowledge, this was the only action in Canada advancing a collective claim on behalf of Indigenous communities for harms suffered from Residential Schools. Advancing novel claims poses numerous challenges. There was no guarantee of success and the claim for damages presented a monumental challenge.

Compounding this difficulty was the inherent challenge of litigating claims for historical wrongs.

[58] The Settlement Agreement provides certainty, recovery, and closure for the Band Class members. These results could not be guaranteed if the litigation were to proceed to trial.

(b) *The Amount of Pre-Trial Work Including Discovery, Evidence or Investigation*

[59] Canada aggressively defended the claim. Prior to certification, Canada brought a number of procedural motions, including a Motion to stay the action pursuant to section 50.1 of the *Federal Courts Act*, RSC 1985, c F-7 and a Motion to bring third-party claims against a number of church entities for contribution and indemnity.

[60] In 2015, the Certification Motion was contested by Canada, requiring a four-day hearing. Every aspect of the claim advanced on behalf of the Band Class members was in issue and fully denied by Canada.

[61] The September 2022 Common Issues Trial was scheduled when settlement negotiations were undertaken. The Court granted the parties a one-week adjournment the day the Trial was

set to begin, September 12, 2022, to pursue settlement discussions. The parties were successful in their negotiations and sought to adjourn the trial *sine die* in the second week of scheduled Trial time.

[62] This case was ready to proceed to Trial when the parties reached what ultimately became the settlement. Documentary disclosure was complete with Canada having disclosed some 120,000 documents. Experts had been retained and reports were filed with the Court. Examinations for discovery in writing and orally had taken place. The parties had filed pre-trial briefs. Tremendous effort and work had been undertaken to prepare these unique claims for Trial.

[63] As the Case Management Judge, I was well aware of the work that had been undertaken to have this claim ready to proceed to Trial. The responses to the written examinations of the Defendant were provided shortly before Trial and left a number of issues unresolved. This necessitated Motions to potentially subpoena the Prime Minister and Minister Marc Miller to testify on public statements.

[64] Canada also filed objections to the expert evidence amassed by the Plaintiffs on the grounds that the evidence was not admissible or was irrelevant. Canada also challenged the qualifications and independence of some of the experts.

[65] As the parties were ready for Trial, Class Counsel was in a fully-informed position to understand the challenges and risks in proceeding ahead with the claims. 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*

[66] An overview of the settlement terms and conditions are outlined above. The Settlement Agreement provides for the creation of a Trust to administer the \$2.8 billion Fund. Each Band Class member will receive a one-time payment of \$200,000. The Trust will disburse Kick-Start funds, equal to the Band's proportionate share, adjusted for population and remoteness. Band Class members will also receive a share of annual investment income from the Fund, adjusted for population and remoteness.

[67] The Fund will operate for 20 years, after which the remaining funds will be disbursed to Band Class members based on proportionate shares.

[68] The Trust will be governed by a board of nine Indigenous directors [Board]. Band Class members will select eight board members and Canada will select one. The Board will have regional representation.

[69] The Settlement Agreement was designed to put control over the remediation of harms into the hands of Indigenous peoples. The top-down approach, where Canada determined the priorities, the funding available, and the approved uses for those funds, led to programs that were short term and ultimately unsuccessful. It was of considerable importance to the Representative Plaintiffs that the Trust be directed by Indigenous people and used to support initiatives chosen by the Class members themselves. Indigenous autonomy over the origin and content of language and culture revitalization programs is essential.

[70] The distribution of funds based on a Band Class member's population and remoteness is a novel and important feature of this Settlement Agreement. In the past, compensation for settlements of historic rights claims by First Nations have typically been calculated using the Nation's population on the date the agreement was signed, but do not account for future increases in population. This has been a significant point of contention for First Nations in negotiating settlements with Canada and continues to affect how settlement funds are subsequently dispersed to the Nation's members. The approach adopted in this Settlement Agreement reflects attempts to learn from past experiences and design a Settlement Agreement that is better tailored to the Band Class members' long-term interests.

[71] This settlement is historic both in terms of the quantum of the settlement and its unique structure. As Canada remarked, the \$2.8 billion settlement is not intended to put a value on the losses suffered by the Band Class members, as that is an impossible task. The \$2.8 billion settlement is intended to help take steps to reverse the losses of language, culture, and heritage through the Indigenous led not-for-profit entity, who will determine how the Fund is to be allocated. In the words of Canada's legal counsel, Mr. Henderson, this is a "no strings attached" settlement.

[72] To be clear, the Court could not have provided this type of relief to the Band Class members even if they had been fully successful on all issues at Trial.

[73] 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*

[74] The Common Issues Trial in the Band Class claim was scheduled to start in September 2022 and continue for 48 days. Following a decision on the Common Issues Trial, if necessary, the damages portion of the claim would have proceeded. The trial findings would have undoubtedly been appealed, and it is safe to presume, this litigation would have continued for another decade.

[75] Given the decade-long history of this action, as well as the novelty and scope of the claims, the future expense and duration of litigation should the Settlement Agreement not be approved is likely to be substantial and lengthy.

(e) *Expressions of Support and Objections*

[76] In addition to the written expressions of support, the Court heard from numerous Band Class representatives who spoke in support of this settlement. I wish to highlight a few comments.

[77] Grand Chief Dr. Matthew Coon Come, former Grand Chief of the Grand Council of Crees stated:

The settlement is the first time we have had recognition for the damage caused to us, not just as individuals but also as Nations. It recognizes the loss of our languages, our cultures, and our Nations’

ability to function as proud and healthy societies. The settlement will put First Nations in charge of their own healing, their own revival of languages and cultures in accordance with their own priorities. It will provide for a long-term system of funding for these priorities through a trust to be managed by First Nation representatives. This is historic.

[78] Chief Shane Gottfriedson, former Chief of Tk'emlups Te Secwepemc and Representative Plaintiff, acknowledged the people “who had their fingerprints all over this work” and told the Court:

... [E]ven though it says *Gottfriedson and Feschuk v. Canada*, it was never about me and it was never about Garry, it was about our people. It was about our people losing our language, losing our culture when they were taken to -- when they were told they had to go to Indian Residential School day scholars and they were taken from their homes. This is about them.

And this is probably one of the most difficult things in my life I have ever done. Because of the significance and the stories and the belief that our people wanted to be treated fairly, they wanted to be treated respectfully. And we wanted to right the wrongs and make them right.

So today, you know, this is a historic day for us First Nations because it allows us and our government to have decision making over our language, and our culture, and our heritage that was caused by Indian Residential Schools.

...

... [T]his is historic where First Nations have control over their language and culture, where they're going to step back and let us decide on what's best for our people. I believe that that's the right thing to do. I think that's the honorable thing to do.

Because I believe in our language, our culture, our way of life. And it's up to us. It ain't up to Canada to dictate what we should and how we should do it. We can do that there ourselves. We've always believed we could do that. Whether it's language or culture, whether it's education, whether it's health care, whether it's child welfare, whether it's settling our land claims, jurisdiction over our own businesses and our own affairs. It's about time Canada started stepping aside and letting us assume jurisdiction over our own business.

This is a long time coming. I'm glad I'm here today to be a part of hearing those words and I'm very, very honoured to be able to share what comes from my heart and my relations.

[79] Chief Garry Feschuk, former Chief of shísháhlh Nation and Representative Plaintiff, spoke about this settlement being the beginning of the healing journey and he acknowledged that Canada is now walking with First Nations. In his words, “a huge layer of cultural genocide is going to unravel once this settlement is done” to make sure it never happens again. He explained that although he suffered significant health issues during this litigation, he “never lost [his] fight”.

[80] As noted by Councillor Joan Manuel-Hooper of Neskonlith Indian Band, the losses are hard to talk about and there is much hard work ahead, but they will do the hard work.

[81] Chief Cody Thomas of Enoch Cree Nation, along with his Council members and youth, spoke passionately about how the cycle needs to be broken and that communities must return to their roots.

[82] Chief Michael Starr of Star Blanket Cree Nation stated they have only one fluent speaker in their community, so preservation of their language will be a priority.

[83] Robert Sam of Penelakut Tribe explained how his community is still viewed as having had the “Alcatraz” of Residential Schools because Kuper Island was in his community. He says this has left a lasting stigma on his community.

[84] Some spoke about the opportunity to create future leaders. Many who spoke in support commented on how the loss of language has caused an intergenerational disconnect and a

disconnect from the land. They say their language and culture are in a state of emergency. They spoke about how the funds provided by this settlement will provide their Nations with tools and resources to work on the Four Pillars and do some healing.

[85] It was acknowledged that the settlement represents hope for the future, hope for generations to come, and will help build future leaders.

[86] Many noted that this settlement represents Canada acknowledging that Residential Schools also caused damage at the First Nation community level. The structure of the settlement is described as giving the Band Class members complete control and jurisdiction over the revitalization of their languages and cultures. Class Counsel stated “[t]he need is for a generational solution,” because of the past generational harm.

[87] The 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.

[88] The only remaining objection was from Chief Ramona Sutherland of Constance Lake First Nation. The objection was in relation to the release language and the concern that future claims in relation to the discovery of unmarked graves of children will be barred by the release. I have addressed that issue above and I am satisfied that the release language was carefully considered and chosen, and goes no further than necessary. I am satisfied that the release language is confined to the matters raised in this class proceeding.

(f) *Presence of Good Faith and Absence of Collusion*

[89] This class action has been ongoing since 2012. The Band Class claim was the final part of the class proceeding that was unresolved.

[90] In 2017, the Representative Plaintiffs proposed the Four Pillars framework to a special representative of the Minister of Aboriginal and Northern Affairs as a path to settlement of the Band Class claims. However, due to the deaths of the several Representative Plaintiffs for the Survivor Class, the Band Class claim was put on hold to focus on resolving the Survivor Class and Descendant Class claims. Settlement of the Survivors Class and Descendant Class was reached in June 2021 and was approved by this Court in September 2021.

[91] Between 2017 and 2022, the parties did not have substantive discussions on resolving the Band Class claims. In September 2022, a Special Representative of the Minister of Crown-Indigenous Relations [MSR] contacted Class Counsel regarding a proposed settlement of the Band Class claim. The MSR advised that Canada had been working internally on resolving the Band Class claim and that the Minister wanted to resolve the claim on the basis of the Four Pillars Trust model.

[92] On September 14, 2022, the MSR delivered a settlement offer to Class Counsel. This ultimately became the Settlement Agreement that was signed in January 2023 and which is essentially the agreement now before this Court for approval.

[93] I am satisfied the parties engaged in good faith negotiations throughout and there is no collusion.

(g) *Communications with Class Members during Litigation*

[94] After certification in 2015, the Band Class proceeded as an opt-in class, meaning Band Class members had to choose to be part of the claim. The opt-in period was ultimately extended until June 30, 2022.

[95] To facilitate notice to potential class members, Class Counsel posted the extended deadline on the dedicated class action websites and sent the information by email to all Indian Bands known to Canada. I am satisfied that Class Counsel took steps to communicate the extended deadlines to opt-in to potential Band Class members across Canada.

[96] With respect to communication during litigation, Class Counsel knew the identity of all members of the Band Class who had opted-in, so direct communication to Class members was undertaken.

[97] Following the public announcement of the proposed settlement on January 21, 2023, Class members were contacted pursuant to a Court approved one-month Notice Plan. Class Counsel sent a copy of the Notice and proposed Settlement Agreement to the political and administrative offices of each Band Class member. The Notice was also sent by mail, email, and where possible, by fax, in both English and French. The dedicated class action website for the Band Class claim was also updated with the settlement Notice.

[98] Class Counsel requested that each Band Class member confirm receipt of the settlement Notice. Class Counsel made follow-up phone calls with any Band Class member who had not confirmed receipt of the settlement Notice.

[99] I am satisfied that robust, clear, and accessible notice of the proposed settlement was provided to Band Class members.

(h) *Recommendations and Experience of Counsel*

[100] The Band Class members were represented by a team of Class Counsel with deep experience in class actions litigation and in Aboriginal law. Class Counsel have firsthand experience with the IRSSA and were specifically sought out to act on this class proceeding. Class Counsel wholly recommend this Settlement Agreement, which, in their opinion, addresses the Representative Plaintiffs' objectives.

VII. Conclusion

[101] Settlements are not often described as “monumental”, “historic”, and “transformational”. Here, however, I agree that those words aptly describe this Settlement Agreement. The flexibility this structure affords to the Band Class members, to set their own priorities to work within the Four Pillars and thereby address needs unique to their Nations, is unprecedented.

[102] When assessing the reasonableness of the proposed settlement, the Court must consider the interests of all 325 Band Class members as against the risks and benefits of having this class action proceed to Trial.

[103] Although the settlement of a class proceeding will never be perfectly suited to the needs of each member within the class, considering the obstacles that were overcome to reach this settlement, I am satisfied that this Settlement Agreement is in the best interests of the Band Class members. For the reasons above, I therefore approve the Settlement Agreement.

[104] With the approval of the Settlement Agreement, the claims of the Band Class members against Canada will be dismissed with prejudice and without costs.

ORDER IN T-1542-12

THIS COURT ORDERS that:

1. The Settlement Agreement dated January 18, 2023, and attached as Schedule A, is fair, reasonable, and in the best interests of the Band Class members, 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 Canada and all Band Class members, including the releases outlined in paragraph 4 below;
3. The notice of approval of the Settlement Agreement (the “Notice”) shall be given to the Band Class members in accordance with the Notice Plan attached as Schedule B to this Order, and the Notice shall be substantially the form of Notice attached as Schedule C to this Order;
4. The Band Class claims set out in the Second Re-Amended Statement of Claim, filed February 11, 2022, are dismissed without costs and with prejudice and the following releases and related Orders are made and shall be interpreted as ensuring the conclusion of all Band Class claims, in accordance with section 27 of the Settlement Agreement as follows:
 - a. 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;

- b. 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;
- c. 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 Releasers, 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 of the Settlement Agreement and subparagraph 3 (a) above;

- d. 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;
- e. 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;
- f. Canada may rely on this Release as a defence to any lawsuit by the Releasors that purports to seek compensation from Canada for anything released through this Agreement;
- g. Each Releasor 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;

9. Canada shall pay two billion eight hundred million Canadian dollars (\$2,800,000,000) (the “Fund”) no later than thirty (30) days after the Implementation Date to settle the Trust;
10. The Fund will be used in furtherance of the Four Pillars as defined by section 21.03 and Schedule F of the Settlement Agreement;
11. The not-for-profit entity, as sole trustee of the Trust, shall receive, hold, invest, manage and disburse the Trust for the benefit of the Band Class members in accordance with the Settlement 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 the trustee, and in accordance with the Investment Policy and Disbursement Policy attached as Schedules D and E to the Settlement Agreement;
12. 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*, RSC, 1985, c 1 (5th Supp.);
13. Neither the Fund nor income earned on 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.
14. No monies paid out from the Trust to a Band Class member may be subject to redirection, execution, or seizure by third parties, including third party managers;

15. Class Counsel shall report to the Court on the implementation of the Settlement Agreement six (6) months after the Implementation Date subject to the Court requiring earlier or additional 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; and
16. There will be no costs on this Motion.

"Ann Marie McDonald"

Judge

Schedule A– Settlement Agreement

Schedule "A"

0009

Court File No. T-1542-12

FEDERAL COURT

CLASS PROCEEDING

B E T W E E N :

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, shíshálh 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, shíshálh 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 Releasors that purports to seek compensation from Canada for anything released through this Agreement.
- 27.07 Each Releasor 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 Releasor, 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 Releasor entity or a larger entity to which the Releasor belongs, or is otherwise related, connected or derived.
- 27.09 If a court or tribunal determines that a Third Party, and not the Releasor, is the appropriate rights holder or otherwise owed the duties at issue, Canada may seek a set-off of the amounts paid to the Releasor 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 Releasors 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.

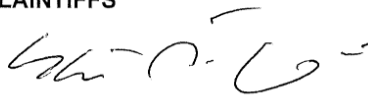
[The remainder of this page is left intentionally blank. Signature pages follow]

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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 Casimir~~ 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

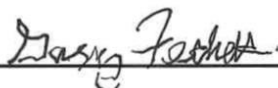
Darlene Bess
Chief, Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern
Affairs Canada

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
Kukpi7 Rosanne Casimir



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

IN WITNESS WHEREOF the Parties have executed this Agreement as of this 18th day of January, 2023.

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Tk'emlúps te Secwépemc, per
Shane Gottfriedson
Former Chief

Tk'emlúps te Secwépemc, per
Kukpi7 Rosanne Casimir

shishalh Nation, per
Garry Feschuk
Former Chief

shishalh 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

0031

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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

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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 – Second Re-Amended Statement of Claim, filed February 11, 2022

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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	D É P O S É
COUR FÉDÉRALE	
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 shíshálh or shíshálh 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 shishálh 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'emlúpsemc, '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.

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 Shashishalhem, 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 shishálh. 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 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. 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 (Sept. 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 shíshálh 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) shíshááh, 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 shíshááh, Tk'emlúps and other Aboriginal languages have been lost or impaired;
- (d) traditional shíshááh, Tk'emlúps and Aboriginal parenting skills have been lost or impaired;
- (e) shíshááh, Tk'emlúps and other Aboriginal skills for gathering, harvesting, hunting and preparing traditional foods have been lost or impaired; and,
- (f) shíshááh, 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

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Schedule B – Certification Order, June 18, 2015

48 SCHEDULE B

0059

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 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)

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)

66

0077
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Whitehorse Baptist Mission

Shingle Point Eskimo Residential School

St. Paul's Hostel from September 1920 to June 1943

67

0078

(1)

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Schedule B.1 – September 24, 2021 Order (order only) + Schedule G of the Settlement Agreement

68 SCHEDULE B.1

0079

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 Releasers as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Releaser 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 Releaser”), 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 Releasers as individuals in any civil action, whether known or unknown, including for damages, contribution, indemnity, costs, expenses, and interest which any such Descendant Releaser 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.

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- 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;

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- 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:

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- 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;

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- 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;

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- 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 B.2 – February 8, 2022 Order (order only)

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 Secwépemc 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.bandrepairs.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 – List of Opted in Band Members

**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	Katloodeeche 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-Anges); 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	Cayoose 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	Ehattesah Chinchkint	Christie (Clayoquot, Kakawis)	IRS Located in Community; IRS Attended by Member(s)
31	BC	Esk'etemc	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	Sliammon 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	Tseshaht 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	Kehewin 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	Muscowequan (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; Lebret (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 Inninuwug	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	Naotkamegwaning 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 Takuaiakan 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 D – Investment Policy

**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

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

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.

Schedule B – Plan for Disseminating Notice of the Settlement Approval

Schedule "B"**0128*****Gottfriedson et al. v. His Majesty the King in Right of Canada*****(Court File No. T-1542-12)****Plan of Dissemination – Notice of Settlement Approval**

The notice of settlement approval ("**Notice**") will be sent directly to all Band Class Members. Class Counsel will take further steps to confirm that Class Members have received the Notice.

A comprehensive list of Band Class Members is attached as Schedule "A" to the Order of Justice McDonald dated September 6, 2022, as amended January 23, 2023. Because this is an opt-in class action, all 325 Class Members are known to Class Counsel. Further, Class Counsel have had direct contact with each Class Member, including in February 2022, as part of the re-opened opt-in process, and again in January 2023, in order to provide notice of the proposed settlement and settlement approval hearing.

Class Counsel have maintained a comprehensive spreadsheet of contact information for each Class Member, including email addresses, mailing addresses, fax numbers (where available) and phone numbers.

DIRECT CONTACT

The Court-approved Notice will be sent directly to the administrative and/or political office of each Class Member by email, mail and, where available, fax by March 10, 2023. The Notice requests that Class Members confirm receipt of the Notice with Class Counsel to ensure that Notice is effective.

Class Counsel will contact the administrative and/or political office of each Class Member that does not confirm receipt of the Notice, directly by phone, to ensure that all Class Members have, in fact, received the Notice.

WEBSITE

The information in the Notice will be posted at www.bandrepairs.ca by March 3, 2023.

LANGUAGES

The Notice will be sent to the Class Members in English and French. Key information from the Notices will also be made available in six of the most commonly used Indigenous languages – James Bay / Eastern Cree, Plains Cree, Ojibwe, Dene, Inuktitut, and Mi'kmaq – as soon as practicable on www.bandrepairs.ca.

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CLASS COUNSEL CONTACT

Class Counsel have established a dedicated toll-free number and email address in order to receive inquiries from Class Members and from the general public. Class Counsel will use the toll-free number and email address to communicate the information contained in the Notice.

Schedule C – Notice of Settlement Approval (English and French)

Schedule "C"

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Gottfriedson et al. v. His Majesty the King in Right of Canada
(Court File No. T-1542-12)

**INDIAN RESIDENTIAL SCHOOLS
BAND REPARATIONS CLASS ACTION
NOTICE OF SETTLEMENT APPROVAL**

IMPORTANT

You are receiving this Notice because your Band has opted into (*i.e.*, joined) the *Gottfriedson* Band Reparations Class Action.

The Settlement Agreement has received the Federal Court's approval. It is now final and binding on all members of the Band Class.

PLEASE READ THIS NOTICE CAREFULLY TO UNDERSTAND HOW YOUR BAND'S RIGHTS WILL BE AFFECTED.

Please confirm that your Band has received this Notice by emailing Class Counsel at bandclass@waddellphillips.ca.

BAND REPARATIONS CLASS ACTION

The Band Reparations Class Action is a lawsuit against the Government of Canada. The lawsuit is about the collective harm suffered by Indigenous communities as a result of Indian Residential Schools. The lawsuit says that the Government of Canada is responsible for damages to Indigenous *communities* caused by the Indian Residential School system, and in particular, the collective harm suffered by Indigenous communities due to the loss of language and culture because of Indian Residential Schools.

This lawsuit is not about harms suffered by individual survivors who attended Indian Residential Schools. Instead, it is about the collective harm suffered by Indigenous communities as a group as a result of Indian Residential Schools.

This lawsuit was brought by representative plaintiff First Nations Tk'emlúps te Secwépemc and shísháhl Nation (the "**Representative Plaintiff Bands**"), with the support of the Grand Council of the Crees (Eeyou Istchee) (the "**Three Nations**").

325 First Nations Bands are part of the lawsuit. In order to participate, Bands had to "opt-in" or "join" the class action. The opt-in period is now closed, and it is no longer possible to join the lawsuit. For a complete list of which Bands joined the lawsuit, go to www.bandreparations.ca

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SETTLEMENT APPROVAL

On [•], 2023 the Federal Court has approved the Settlement Agreement reached between the Representative Plaintiffs and the Government of Canada, which fully and finally resolves the Band Reparations Class Action. As part of the settlement approval process, the Federal Court determined that the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members. This means that **the Settlement Agreement is now final and binding on the parties.**

SETTLEMENT AGREEMENT OVERVIEW

- The Government of Canada will pay \$2.8 billion to the Trust/Not-For-Profit for the benefit of the Class Members in accordance with the Four Pillars;
- The case will not proceed to a trial; and
- The Band Class Members will not be able to bring future lawsuits against Canada for the collective harms suffered by that Band as a result of Indian Residential Schools.

For greater clarity, the Settlement Agreement will not impact any possible claims regarding children who died or disappeared while in attendance at Residential Schools.

Because your Band has opted in to the Band Reparations Class Action as a Class Member, your Band is bound by the terms of the Settlement Agreement.

DETAILED TERMS OF SETTLEMENT AGREEMENT

The agreement is based on the **Four Pillars principles**, namely:

- Revival and protection of **Indigenous languages**;
- Revival and protection of **Indigenous cultures**;
- **Wellness** for Indigenous communities and their members;
- Promotion and protection of **heritage**.

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The **key terms** of the settlement agreement are:

- The government of Canada will make a payment of **\$2,800,000,000.00 (two billion eight hundred million dollars)** (the "**Fund**") to a Trust/Not-For-Profit to fully and finally resolve the Band Reparations Class Action.
- The Trust/Not-For-Profit will be responsible for prudently investing the Fund, and for distributing the Fund to the 325 class members to support the **Four Pillar principles** in accordance with the Disbursement Policy.
- The **Disbursement Policy** will include the following:
 - **Planning funds:** Each Band Class member will receive an initial one-time payment of \$200,000 for the purposes of developing a plan to carry out one or more of the objectives and purposes of the Four Pillars;
 - **Initial Kick-Start Funds:** Upon receipt and review of a plan from a band, the Fund 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.
 - **Annual Entitlement:** Each Band will receive a share of annual investment income that is available for distribution. That share will be equal to the Band's proportionate share, adjusted for population and remoteness.
- All monies that remain in the Fund after the payment of the Planning Funds and the Kick-Start Funds will be prudently invested by the Trust/Not-For-Profit in accordance with professional investment advice.
- The Fund will operate for a period of 20 years. For the 20-year life of the Fund, the Annual Entitlement payments will be made from the investment income earned from the Fund. The capital of the Fund will be maintained.
- At the end of the 20-year life of the Fund, the remaining funds consisting of the capital of the Fund and any undisbursed investment income will be disbursed to the Class. Each Band's share will be equal to the Band's proportionate share of the remaining funds.
- The Trust/Not-For-Profit will be responsible for determining the Disbursement Policy, which will consist of a base rate, a population adjustment, and a

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remoteness adjustment. That formula will allocate 40% to base rate, and 60% to population and remoteness adjustments.

- The Trust/Not-For-Profit will be governed by a board of nine Indigenous directors, eight of which will be selected through a process involving the Representative Plaintiff Bands and, in the case of Regional Directors, by the Class Members, and one of which will be chosen by Canada.
- The Trust/Not for Profit will have regional representation.
- In exchange for the benefits of the agreement, the Band Class members are deemed to agree to a release which will prevent them from bringing any legal claims in future against Canada regarding the collective harms caused to them by the creation and operation of Indian Residential Schools.
- Lawyers' fees and expenses will be paid by the Government of Canada and will not be deducted from the compensation paid to the Band Class. Canada has agreed to pay \$20,000,000.00 (twenty million dollars) to reimburse the Three Nations that provided funding for this litigation, and for all legal fees and expenses incurred by Class Counsel. These fees and expenses [must be/were] approved by the Court.

FURTHER INFORMATION

More information about your rights and details of the settlement (including the settlement agreement) can be found on the bandreparations.ca website.

Class Counsel can be reached at:

Waddell Phillips Professional Corporation

Phone: 1-888-370-1045 (toll-free)

Fax: 416-477-1657

Email: bandclass@waddellphillips.ca

Att'n: Band Reparations Class Action
36 Toronto Street, Suite 1120
Toronto, ON
M5C 2C5

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Gottfriedson et al. c. Sa Majesté le Roi du chef du Canada
(N° de dossier du greffe : T-1542-12)

**RECOURS COLLECTIF EN RÉPARATION PRÉSENTÉ PAR
LES BANDES CONCERNANT LES PENSIONNATS INDIENS
AVIS D'APPROBATION DU RÈGLEMENT**

IMPORTANT

Vous recevez cet avis parce que votre bande a choisi de participer (autrement dit, elle s'est jointe) au recours collectif *Gottfriedson* en réparation présenté par les bandes.

L'accord de règlement a été approuvé par la Cour fédérale. L'accord est donc définitif et lie tous les membres du groupe des bandes.

LISEZ ATTENTIVEMENT CET AVIS POUR COMPRENDRE COMMENT LES DROITS DE VOTRE BANDE SERONT AFFECTÉS.

Veillez confirmer que votre bande a reçu le présent avis en envoyant un courriel aux avocats du groupe au courriel : bandclass@waddellphillips.ca.

RECOURS COLLECTIF EN RÉPARATION PRÉSENTÉ PAR LES BANDES

Le recours collectif en réparation présenté par les bandes est une action en justice contre le gouvernement du Canada. Cette action porte sur les préjudices collectifs subis par les communautés autochtones en raison des pensionnats indiens. L'action en justice allègue que le gouvernement du Canada est responsable des dommages causés aux *communautés* autochtones par le système des pensionnats indiens, et plus particulièrement du préjudice collectif subi par les communautés autochtones en raison de la perte de leur langue et de leur culture à cause des pensionnats indiens.

Cette action en justice ne porte pas sur les préjudices subis par les survivants individuels qui ont fréquenté les pensionnats indiens, mais sur les préjudices collectifs subis par les communautés autochtones en tant que groupe à cause des pensionnats indiens.

Cette action en justice a été intentée par les Premières Nations Tk'emlúps te Secwépemc et la Nation shishàlh (les « Bandes représentatives des demandeurs »), avec le soutien du Grand Conseil des Cris (Eeyou Istchee).

Au total, 325 bandes des Premières Nations font partie de cette action en justice. Pour pouvoir participer, les bandes ont dû choisir de « s'inscrire » ou de « se joindre » au

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recours collectif. La date limite pour être inclus dans ce recours est maintenant passée et il n'est plus possible de s'y joindre. Pour obtenir la liste complète des bandes qui se sont jointes à l'action en justice, consultez le site www.bandreparations.ca.

ACCORD DE RÈGLEMENT

Le [•], 2023, la Cour fédérale a approuvé l'accord de règlement conclu entre les Bandes représentatives des demandeurs et le gouvernement du Canada et cet accord résout complètement et définitivement le recours collectif en réparation présenté par les bandes. En approuvant l'accord de règlement, la Cour fédérale a déterminé que l'accord est équitable, raisonnable et dans les meilleurs intérêts du groupe. Ceci veut dire que **l'accord de règlement est maintenant définitif et lie les parties.**

APERÇU DE L'ACCORD DE RÈGLEMENT

- Le gouvernement du Canada effectuera un paiement de 2,8 milliards de dollars à une fiducie/un organisme sans but lucratif au bénéfice des membres du groupe selon les principes des quatre piliers;
- Il n'y aura pas un procès sur le fond; and
- Les membres du groupe des bandes seront empêchés d'intenter à l'avenir des actions en justice contre le Canada relativement aux préjudices collectifs que les pensionnats indiens leur ont été causés.

Pour plus de clarté, l'accord de règlement n'aura pas d'incidence sur toutes réclamations éventuelles concernant les enfants décédés ou disparus pendant leur fréquentation des pensionnats.

Comme votre bande s'est jointe à ce recours collectif en tant que membre du groupe, votre bande est liée par les provisions de l'accord.

TERMES DÉTAILLÉS DE L'ACCORD DE RÈGLEMENT

L'accord est fondé sur les principes **des quatre piliers**, à savoir :

- Revitalisation et protection **des langues autochtones**;
- Revitalisation et protection **des cultures autochtones**;
- **Bien-être** des communautés autochtones et de leurs membres;
- Promotion et protection du **patrimoine**.

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Les principales conditions de l'accord de règlement sont les suivantes :

- Le gouvernement du Canada effectuera un paiement de **2,8 milliards de dollars** (le « Fonds ») à une fiducie/un organisme sans but lucratif afin de régler entièrement et définitivement le recours collectif en réparation présenté par les bandes.
- La fiducie/l'organisme sans but lucratif sera chargé(e) d'investir prudemment le Fonds et de le distribuer aux 325 membres du recours collectif afin de soutenir **les principes des quatre piliers**, conformément à la Politique de décaissement.
- La **Politique de décaissement** comprendra les éléments suivants :
 - **Fonds de planification** : chaque membre du groupe des bandes recevra un paiement initial unique de 200,000\$ pour l'élaboration d'un plan visant à réaliser un ou plusieurs des objectifs et des buts des quatre piliers;
 - **Fonds de démarrage initial** : sur réception et examen du plan d'une bande, le Fonds versera les fonds de démarrage initial, qui seront égaux à la part proportionnelle de 325 millions de dollars de la bande, 40 % étant attribuables au taux de base, et les 60 % restants devant servir au rajustement en fonction de la taille de la population. Le taux de base est un montant égal payable à chaque bande. Le Conseil déterminera un rajustement approprié en fonction de l'éloignement de la bande pour les fonds de démarrage initiaux, ces fonds devant tenir compte de l'éloignement étant en sus des 325 millions de dollars;
 - **Droit annuel** : chaque bande recevra une part du revenu annuel d'investissement qui est disponible pour la distribution. Cette part sera égale à la part proportionnelle de la bande, rajustée en fonction de la taille de la population et de l'éloignement.
- Toutes les sommes qui restent dans le Fonds après le versement des fonds de planification et des fonds de démarrage seront investies avec prudence par la fiducie/l'organisme sans but lucratif conformément aux conseils professionnels en matière d'investissement.
- Le Fonds exercera ses activités pendant une période de 20 ans.
- Pendant la durée de vie de 20 ans du Fonds, les paiements annuels de droits seront effectués à partir des revenus d'investissement du Fonds. Le capital du Fonds sera conservé.
- À la fin de la durée de vie de 20 ans du Fonds, les fonds restants, composés du capital du Fonds et de tout revenu d'investissement non décaissé, seront versés

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au groupe. La part revenant à chaque bande sera égale à sa part proportionnelle dans les fonds restants.

- La fiducie/l'organisme à but non lucratif sera chargé(e) de déterminer la Politique de décaissement, qui consistera en un taux de base, un rajustement pour la taille de la population et un rajustement pour l'éloignement. Cette formule attribuera 40 % au taux de base, et 60 % aux rajustements en fonction de la taille de la population et de l'éloignement.
- La fiducie/l'organisme sans but lucratif sera dirigé(e) par un conseil de neuf administrateurs autochtones, dont huit seront choisis par les Bandes représentatives des demandeurs et par les membres du groupe, et un sera choisi par le Canada.
- La fiducie/la fondation disposera d'une représentation régionale.
- En échange des avantages découlant de l'accord, les membres du groupe des bandes sont réputés accepter une décharge qui les empêchera d'intenter à l'avenir toute action en justice contre le Canada relativement aux préjudices collectifs qui leur ont été causés par la création et le fonctionnement des pensionnats indiens.
- Les frais et les dépenses juridiques seront payés par le gouvernement du Canada et ne seront pas déduits de l'indemnisation versée au groupe des bandes. Le Canada a accepté de payer 20 millions de dollars pour rembourser les Trois Nations qui ont fourni des fonds pour ce litige ainsi que pour payer tous les frais et dépenses juridiques engagés par les avocats du groupe. Ces frais et dépenses [doivent être / ont été] approuvés par la Cour.

RENSEIGNEMENTS SUPPLÉMENTAIRES

Vous trouverez de plus amples renseignements sur vos droits et sur les détails du règlement (y compris l'accord de règlement) sur le site Web bandreparations.ca.

Les avocats du groupe peuvent être joints à l'adresse suivante :

Waddell Phillips Professional Corporation

Téléphone : 1 888 370-1045 (sans frais)

Télécopieur : 416 477-1657

Courriel : bandclass@waddellphillips.ca

Att'n : Band Reparations Class Action

36 Toronto Street, Suite 1120

Toronto, ON M5C 2C5

FEDERAL COURT
SOLICITORS OF RECORD

T-1542-12

DOCKET:
STYLE OF CAUSE: CHIEF SHANE GOTTFRIEDSON ET AL v HIS
MAJESTY THE KING IN RIGHT OF CANADA

PLACE OF HEARING: VANCOUVER, BRITISH COLUMBIA

DATE OF HEARING: FEBRUARY 27 AND FEBRUARY 28, 2023

ORDER AND REASONS: MCDONALD J.

DATED: MARCH 9, 2023

APPEARANCES:

Peter R. Grant
Diane Soroka
John Kingman Phillips, KC
W. Cory Wanless
Jonathan Schachter
Flora Yu

FOR THE PLAINTIFFS

Travis Henderson
Ainslie Harvey

FOR THE DEFENDANT

Oliver Pulleyblank
Melissa Rumbles

FOR WAUZHUSHK ONIGUM NATION

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Vancouver, BC

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FOR THE DEFENDANT

FOR WAUZHUSHK ONIGUM NATION