

**FEDERAL COURT
PROPOSED CLASS PROCEEDING**

BETWEEN:

**JESSICA RIDDLE, WENDY LEE WHITE
AND CATRIONA CHARLIE**

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

**MOTION RECORD OF THE PLAINTIFFS
(SETTLEMENT APPROVAL)**

VOLUME 6 OF 6

KOSKIE MINSKY LLP

900-20 Queen Street West
Toronto, ON M5H 3R3

Kirk M. Baert

Tel: 416-595-2092 / Fax: 416-204-2889

Celeste Poltak

Tel: 416-595-2701 / Fax: 416-204-2909

Garth Myers

Tel: 416-595-2102 / Fax: 416-204-4924

KLEIN LAWYERS LLP

400-1385 West 8th Avenue
Vancouver, BC V6H 3V9

David A. Klein

Douglas Lennox

Angela Bespflug

Tel: 604-874-7171 / Fax: 604-874-7180

MERCHANT LAW GROUP LLP

2401 Saskatchewan Drive
Regina, SK S4P 4H8

E. F. Anthony Merchant, Q.C.

Tel: 306-653-7777 / Fax: 304-975-1983

Lawyers for the Plaintiffs

TO: **THE ATTORNEY GENERAL OF CANADA**
Department of Justice, National Litigation Sector
50 O'Connor Street
Ottawa, ON K1A 0H8

Catharine Moore
Travis Henderson
Tel: 613-670-6390 / Fax: 613-941-5879

Lawyers for the Defendant

AND TO: **WILSON CHRISTEN LLP**
137 Church Street
Toronto, ON M5B 1Y4
Jeffery Wilson
Tel: 416-360-5952 / Fax: 416-360-1350

MORRIS COOPER
Barrister
Main Flr – 99 Yorkville Avenue
Toronto, ON M5R 3K5

Tel: 416-961-2626 / Fax: 416-961-4000

Lawyers for the Plaintiff
(*Brown v. Canada*, Court File CV-09-00372025-00CP)

Tab	Description	Page No.
VOLUME 1 OF 6		
1.	Notice of Motion dated April 18, 2018	1
2.	Affidavit of Catriona Charlie sworn March 29, 2018	9
	Exhibit "A" - Retainer and Contingency Fee agreement dated June 12, 2017	20
	Exhibit "B" - Statement of the Honourable Carolyn Bennett released February 1, 2017	23
	Exhibit "C" - News release dated October 6, 2017	26
	Exhibit "D" - Settlement Agreement dated November 30, 2017	30
3.	Affidavit of Wendy White sworn April 5, 2018	77
	Exhibit "A" - Contingency Retainer Agreement dated February 28, 2017	82
4.	Affidavit of Maggie Blue Waters sworn April 9, 2018	91
	Exhibit "A" - List of MLG appearances in courts from St. John's to Victoria	131
	Exhibit "B" - Picture of E.F.A. Merchant, Q.C.	148
	Exhibit "C" - Wall mounting of two eagle feathers presented to E.F.A. Merchant	150
5.	Affidavit of Martin Reiher sworn April 12, 2018	152
	Exhibit "A" - Mandate letter dated October 4, 2017	160
	Exhibit "B" - Truth and Reconciliation Commission of Canada: Calls to Action	169
6.	Affidavit of David Rosenfeld sworn April 18, 2018	184
	Exhibit "1" - Statement of Claim dated February 9, 2009 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	229
	Exhibit "2" - Fresh as Amended Statement of Claim dated July 29, 2015 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	241
	Exhibit "3" - Reasons of Perell J. dated May 26, 2010 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	259
	Exhibit "4" - Order of Perell J. dated May 26, 2010 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	328
	Exhibit "5" - Reasons of Cunningham A.C.J., Pardu and Mulligan JJ. dated December 28, 2011 (<i>Brown v. Canada</i> , Court	333

Tab	Description	Page No.
	File No. CV-09-00372025-CP)	
Exhibit "6" -	Reasons of Rosenberg, Gillese and Tulloch JJ.A. dated January 17, 2013 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	339
Exhibit "7" -	Reasons of of Belobaba J. dated September 27, 2013 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	367
VOLUME 2 OF 6		
Exhibit "8" -	Order of Belobaba J. dated September 27, 2013 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	394
Exhibit "9" -	Endorsement of Matheson J. dated March 11, 2014 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	398
Exhibit "10" -	Reasons of Nordheimer J., Sachs J. and Pomerance J. dated December 2, 2014 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	405
Exhibit "11" -	Order of Nordheimer J., Sachs J. and Pomerance J. dated December 2, 2014 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	422
Exhibit "12" -	Amended Statement of Defence filed September 29, 2015 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	426
Exhibit "13" -	Reasons of Belobaba J. dated February 14, 2017	444
Exhibit "14" -	Motion record (damages assessment motion) (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	466
VOLUME 3 OF 6		
Exhibit "14" -	Motion record (damages assessment motion) (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-CP)	802
Exhibit "15" -	Letter dated June 9, 2017 to Belobaba J. with enclosure	1111
Exhibit "16" -	Statement of Claim dated April 20, 2009 (<i>Thompson et al. v. Manitoba</i> , Court File Number CI-09-01-60921)	1115
Exhibit "17" -	Statement of Claim dated March 13, 2015 <i>Thompson et al. v. Manitoba</i> , Court File Number CI-15-01-94427)	1150

Tab	Description	Page No.
	Exhibit "18" - Letter dated March 2, 2016 of Perlmutter A.C.J.	1178
	Exhibit "19" - Letter dated March 15, 2016 from Koskie Minsky LLP and Troniak Law to Perlmutter A.C.J.	1180
	Exhibit "20" - Letter dated March 16, 2016 to Koskie Minsky LLP and Troniak Law from Perlmutter A.C.J.	1183
VOLUME 4 OF 6		
	Exhibit "21" - Statement of Claim dated April 20, 2016 (<i>Meeches et al. v. Canada</i> , Court File No. CI-16-01-01540)	1185
	Exhibit "22" - Letter dated April 21, 2016 from Koskie Minsky LLP and Troniak Law to Edmond J.	1202
	Exhibit "23" - Order of Edmond J. dated August 24, 2016	1206
	Exhibit "24" - Reasons of Edmond J. dated August 24, 2016	1211
	Exhibit "25" - Notice of Appeal dated September 6, 2016 (<i>Thompson et al. v. Manitoba</i> , Court File Number CI-15-01-94427)	1239
	Exhibit "26" - Case management memorandum of Edmond J. October 3, 2016	1249
	Exhibit "27" - Amended Statement of Claim dated October 27, 2016 (<i>Meeches et al. v. Canada</i> , Court File No. CI-16-01-01540)	1253
	Exhibit "28" - Case management memorandum of Edmond J. dated November 15, 2016	1270
	Exhibit "29" - Reasons of the Manitoba Court of Appeal dated July 21, 2017	1275
	Exhibit "30" - Letter dated October 10, 2017 from Koskie Minsky LLP to Edmond J.	1302
	Exhibit "31" - Statement of Claim dated August 22, 2011 (<i>Thompson v. Canada</i> , Court File No. QBG 1642/11)	1304
	Exhibit "32" - Statement of Claim dated December 17, 2014 (<i>Blue Waters v. Saskatchewan et al.</i> , Court File No. QBG 2635/14)	1323
	Exhibit "33" - Fiat dated September 27, 2016 of Popescul C.J.	1342
	Exhibit "34" - Statement of Claim dated October 7, 2016 (<i>Ash v. Attorney General of Canada</i> , Court File No. QBG 2487/16)	1344
	Exhibit "35" - Letter dated October 13, 2016 from Koskie Minsky	1356

Tab	Description	Page No.
	LLP and Sunchild Law to Popescul J.	
	Exhibit "36" - Letter dated October 31, 2016 from Koskie Minsky LLP and Sunchild Law to Keene J.	1359
	Exhibit "37" - Email dated November 8, 2016 of Bev McDonald to Counsel	1363
	Exhibit "38" - Fiat dated November 16, 2016 of Keene J.	1366
	Exhibit "39" - Fiat dated March 1, 2017 of Keene J.	1368
	Exhibit "40" - Notice of Appeal dated March 9, 2017 (<i>Blue v. Attorney General of Canada</i> , Court File No. QBG 2635/14, <i>Ash v. Attorney General of Canada</i> , Court File No. QBG 2487/16)	1370
	Exhibit "41" - Notice of Motion to Quash Appeal dated May 18, 2017 (<i>Blue v. Attorney General of Canada</i> , Court File No. QBG 2635/14, <i>Ash v. Attorney General of Canada</i> , Court File No. QBG 2487/16)	1378
	Exhibit "42" - Letter dated July 24, 2017 from Koskie Minsky LLP to Keene J. (<i>Ash v. Attorney General of Canada</i> , Court File No. QBG 2487/16)	1383
	Exhibit "43" - Notice of Abandonment dated August 17, 2017 (<i>Blue v. Attorney General of Canada</i> , Court File No. QBG 2635/14, <i>Ash v. Attorney General of Canada</i> , Court File No. QBG 2487/16)	1411
	Exhibit "44" - Order dated August 22, 2017 of Keene J.	1414
	Exhibit "45" - Email of Bev McDonald to Counsel dated August 23, 2017	1416
	Exhibit "46" - Letter dated September 8, 2017 of Jai Singh to Eleanor Sunchild	1418
	Exhibit "47" - Letter dated September 14, 2017 of Koskie Minsky LLP to Keene J.	1420
	Exhibit "48" - Statement of Claim dated August 18, 2011 (<i>Van Name v. Alberta et al.</i> , Court File No. 1101-11452)	1422
	Exhibit "49" - Certification Application dated January 15, 2016 (<i>Van Name v. Alberta et al.</i> , Court File No. 1101-11452)	1445
	Exhibit "50" - Letter dated May 31, 2016 of Merchant Law Group to Court of Queen's Bench Alberta	1452
	Exhibit "51" - Statement of Claim dated October 6, 2016 (<i>Glenn v. Canada</i> , Court File No. 1601-13286)	1455

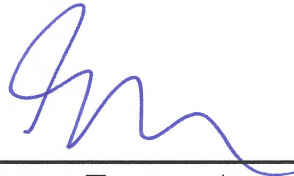
Tab	Description	Page No.
	Exhibit "52" - Timetable leading to motion for carriage	1466
	Exhibit "53" - Statement of Claim dated March 31, 2017 (<i>Vogtmann et al. v. Attorney General of Canada</i> , Court file No. 1701-04509)	1469
	Exhibit "54" - Letter dated April 6, 2017 from Stephen Bronstein to Macleod J.	1480
	Exhibit "55" - Letter dated April 7, 2017 from Koskie Minsky LLP to Macleod J.	1483
	Exhibit "56" - Statement of Claim dated June 23, 2017 (<i>Bird v. Attorney General of Canada</i> , Court File No. 1701-08523)	1486
	Exhibit "57" - Letter dated July 7, 2017 from Koskie Minsky LLP to DD West LLP	1498
	Exhibit "58" - Letter dated July 14, 2017 from DD West LLP to Koskie Minsky LLP	1501
VOLUME 5 OF 6		
	Exhibit "59" - Letter dated July 24, 2017 from Koskie Minsky LLP to Macleod J.	1503
	Exhibit "60" - Letter dated August 4, 2017 from DD West LLP to Macleod J.	1531
	Exhibit "61" - Letter dated August 9, 2017 from Macleod J. to DD West LLP	1534
	Exhibit "62" - Letter dated August 14, 2017 from Koskie Minsky LLP to Macleod J.	1536
	Exhibit "63" - Letter dated August 18, 2017 from DD West LLP to Macleod J.	1538
	Exhibit "64" - Letter dated August 21, 2017 from DD West LLP to Calgary Courts Centre	1560
	Exhibit "65" - Letter dated August 22, 2017 from Koskie Minsky LLP to Court of Queen's Bench	1563
	Exhibit "66" - Letter dated August 31, 2017 from DD West LLP to Koskie Minsky LLP and Merchant Law Group	1565
	Exhibit "67" - Letter dated September 5, 2017 from Koskie Minsky LLP to Macleod J.	1568
	Exhibit "68" - Letter dated September 20, 2017 from DD West LLP to Koskie Minsky LLP	1570

Tab	Description	Page No.
	Exhibit "69" - Letter dated September 20, 2017 from Koskie Minsky LLP to DD West LLP	1573
	Exhibit "70" - Amended Statement of Claim dated March 5, 2018 (<i>Hunt v. Alberta</i> , Court File No. 1101-11452)	1575
	Exhibit "71" - Statement of Claim dated May 30, 2017 (<i>Russell v. Canada</i> , Court File No. S-113566)	1600
	Exhibit "72" - Statement of Claim dated December 16, 2016 (<i>Tanchak v. Her Majesty the Queen</i> , Court File No. 186178)	1616
	Exhibit "73" - Statement of Claim dated March 24, 2017 (<i>Jones v. Canada</i> , Court File No. S-172776)	1629
	Exhibit "74" - Statement of Claim dated December 6, 2016 (<i>Catherine Morrisseau v. Her Majesty the Queen et al.</i> , Court File No. CV-16-565598-00CP)	1641
	Exhibit "75" - Statement of Claim dated November 24, 2017 (<i>Darcy Longman (Hall) v Attorney General of Canada et al.</i> , Court File No. QGB 1794 of 2017)	1659
	Exhibit "76" - Statement of Claim dated December 7, 2017 (<i>Mary-Ann Ward v The Attorney General of Canada et al.</i> , Court File No. 500-06-000829-164)	1665
	Exhibit "77" - Statement of Claim dated December 19, 2016 (<i>Linda Lou Flewin v Attorney General of Canada et al.</i> , Court File No. HFX No. 458720)	1688
	Exhibit "78" - Statement of Claim dated October 20, 2017 (<i>Charles Eshleman and Christine Mullin v. The Attorney General of Canada, et al.</i> , Court File No. 17-A0103)	1705
	Exhibit "79" - Chart listing all of the extant sixties scoop class actions	1715
	Exhibit "80" - Statement of Claim issued December 20, 2016 (<i>Riddle v. HMQ</i> , Court File No. T-2212-16)	1721
	Exhibit "81" - Statement of Claim issued March 1, 2017 (<i>Wendy White v. Attorney General of Canada</i> , Court File No. T-294-17)	1736
	Exhibit "82" - Assignment Order dated March 17, 2017	1752
	Exhibit "83" - Direction dated March 20, 2017 of Manson J.	1754
	Exhibit "84" - Statement of Claim dated March 22, 2017 (<i>Charlie v. HMQ</i> , Court File No. T-421-17)	1756

Tab	Description	Page No.
	Exhibit "85" - Direction dated March 27, 2017 of Manson J.	1772
	Exhibit "86" - Direction dated April 21, 2017 of Manson J.	1774
	Exhibit "87" - Letter dated March 22, 2017 of Merchant Law Group to Federal Court, Vancouver	1776
	Exhibit "88" - Letter dated April 27, 2017 of Koskie Minsky LLP to Manson J.	1778
	Exhibit "89" - Letter dated April 28, 2017 of Klein Lawyers to Manson J.	1786
	Exhibit "90" - Letter dated April 28, 2017 of Canada to Federal Court, Ottawa	1790
	Exhibit "91" - Letter dated May 1, 2017 of Merchant Law Group to Federal Court, Vancouver	1796
	Exhibit "92" - Order dated May 1, 2017 of Manson J. re carriage timetable	1799
	Exhibit "93" - Order dated May 1, 2017 of Manson J. re Statement of Defence	1802
	Exhibit "94" - Order dated July 5, 2017 of Manson J.	1805
	Exhibit "95" - Letter dated September 6, 2017 of Koskie Minsky LLP to Manson J.	1809
	Exhibit "96" - Email dated September 6, 2017 of Koskie Minsky LLP to Manson J.	1811
	Exhibit "97" - Statement of Claim dated September 19, 2017 (<i>Gloria Topilikon and Theresa Doreen Stevens v. Attorney General of Canada</i> , Court File No. T-1412-17)	1815
	Exhibit "98" - Statement of Claim dated November 24, 2017 (<i>Victor Bird and Leona Paul v. The Attorney General of Canada</i> , Court File No. T-1811-17)	1829
VOLUME 6 OF 6		
	Exhibit "99" - Order dated January 10, 2018 of Crampton J. (<i>Victor Bird and Leona Paul v. The Attorney General of Canada</i> , Court File No. T-1811-17)	1842
	Exhibit "100" - Statement issued by The Honourable Carolyn Bennett dated February 1, 2017	1844
	Exhibit "101" - Order dated May 3, 2017 of Manson J.	1847
	Exhibit "102" - Email dated May 4, 2017 of Canada to Counsel	1851

Tab	Description	Page No.
	Exhibit "103" - Direction dated June 7, 2017 of Manson J.	1853
	Exhibit "104" - Direction dated June 9, 2017 of Shore J.	1855
	Exhibit "105" - Letter dated June 23, 2017 (incorrectly dated April 28, 2017) of Canada to Shore J.	1857
	Exhibit "106" - Email dated November 24, 2017 of DD West LLP to Manson J. and Shore J. attaching motion material	1860
	Exhibit "107" - Letter dated November 28, 2017 of DD West to various counsel	1907
	Exhibit "108" - Order dated January 4, 2018 of Shore J. consolidating action	1910
	Exhibit "109" - Order dated January 10, 2018 of Shore J. re Phase I notice and Phase I notice plan	1928
	Exhibit "110" - Order dated January 12, 2018 of Glustein J. (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-00CP)	1956
	Exhibit "111" - Email dated March 14, 2018 re Update on Notice Plan	1986
	Exhibit "112" - Settlement Agreement executed November 30, 2017	1992
	Exhibit "113" - Affidavit of Marcia Brown sworn March 23, 2018 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-00CP)	2097
	Exhibit "114" - Affidavit of Kenneth Denis Richard sworn March 20, 2018 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-00CP)	2115
	Exhibit "115" - Affidavit of Dr. Raven Sinclair sworn March 15, 2018 (<i>Brown v. Canada</i> , Court File No. CV-09-00372025-00CP)	2175
7.	Affidavit of Jessica Riddle sworn April 16, 2018	2193
	Exhibit "A" - Affidavit of Kenneth Denis Richard sworn March 20, 2018	2197

*THIS IS EXHIBIT "99" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Federal Court



Cour fédérale

Date: 20180110

Docket: T-1811-17

Ottawa, Ontario, January 10, 2018

PRESENT: The Chief Justice

PROPOSED CLASS ACTION

BETWEEN:

VICTOR BIRD AND LEONA PAUL

Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA

Defendant

ORDER

IT IS ORDERED pursuant to Rule 983 that Justice Michael D. Manson is assigned as Case Management Judge in this matter.

"Paul S. Crampton"

Chief Justice

*THIS IS EXHIBIT "100" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Statement - Minister Bennett Announces Launch of Negotiations Towards National Resolution to Sixties Scoop Litigation

OTTAWA, Feb. 1, 2017 /CNW/ - Today, the Honourable Carolyn Bennett, Minister of Indigenous and Northern Affairs, made the following statement:

"I am pleased to announce an important step in Canada's journey of reconciliation with Indigenous peoples: Our government will launch negotiations towards a national resolution to Sixties Scoop litigation.

The Sixties Scoop is a dark and painful chapter in Canada's history. Beginning in the 1960s, Indigenous children were removed from their homes by child welfare authorities and many were placed in foster care or adopted out to non-Indigenous families. A number of Sixties Scoop class actions are now underway.

Over the last several months, I have been working with my officials and Cabinet colleagues to get this process in place to resolve these claims in a compassionate, respectful and fair manner, as a way forward towards reconciliation and healing. Several parties have already expressed their desire to participate in the discussions, and we hope all parties will participate in the efforts towards negotiating an Agreement-in-Principle to resolve Sixties Scoop litigation.

Negotiation, rather than litigation is our government's preferred route to settle differences, and right historical wrongs. This commitment is demonstrated by the settlement of the *Anderson* class actions and the recent appointment of Tom Isaac to lead the exploratory discussions in the *Gottfriedson* class action.

As the Prime Minister has said, no relationship is more important to him and to Canada than the one with Indigenous peoples. We are deeply committed to advancing reconciliation and renewing, on a nation-to-nation, Crown-to-Inuit and government-to-government basis, the relationship with Indigenous peoples based on recognition of rights, respect, co-operation and partnership.

As we renew this most important relationship, we are committed to furthering the vital work of reconciliation as outlined in the Calls to Action of the Truth and Reconciliation Commission, which contained specific references to the claims of individuals left out of the Indian Residential Schools Settlement Agreement. This work of reconciliation is not just for government, but for all Canadians. The Government of Canada can confirm that as of this month, progress is underway on 41 of the Calls to Action that are under federal purview. As work continues, this number will continue to grow.

True and lasting reconciliation cannot be achieved through any one single settlement. The federal government's relationship with Indigenous people has been filled with too much tragedy, especially related to the treatment of children. We look forward to working together to arrive at a constructive, national resolution to the painful legacy of the Sixties Scoop, outside the court process."

This statement is also available on the Internet at www.aandc.gc.ca.

You can subscribe to receive our news releases and speeches via RSS feeds or e-mail. For more information or to subscribe, visit www.aandc.gc.ca/subscriptions

To view this news release in HTML formatting, please use the following URL:
<http://www.newswire.ca/en/releases/archive/February2017/01/c7651.html>

For further information: Sabrina Williams, Press Secretary, Office of the Honourable Carolyn Bennett, 613-697-8316; Media Relations, Indigenous and Northern Affairs Canada, 819-953-1160

CUSTOM PACKAGES

Browse our custom packages or build your own to meet your unique communications needs.

Start today.

CNW MEMBERSHIP

Fill out a CNW membership form or contact us at 1 (877) 269-7890

LEARN ABOUT CNW SERVICES

Request more information about CNW products and services or call us at 1 (877) 269-7890

***THIS IS EXHIBIT "101" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018***



***A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS***

Federal Court



Cour fédérale

PO Box 10065
3rd Floor, 701 West Georgia Street
Vancouver, BC V7Y 1B6

May 3, 2017

Steven Roxborough / Tony Merchant, QC
Merchant Law Group
Surrey, BC
Fax: (604)-951-7721

Scott Robinson
Koskie Minsky LLP
Toronto, Ontario
Fax: 1-(416)-977-3316

David A. Klein
Klein Lawyers LLP
Vancouver, BC
Fax: (604)-874-7180

Mr. Andrew Fox
Department of Justice
Yellowknife, Northwest Territories
Fax: 1-(867)-920-6025

Ms. Catherine Moore
Department of Justice
Ottawa, Ontario
Fax: 1-(613)-941-5879

Dear Counsel:

Re: T-421-17 *Catriona Charlie v Her Majesty the Queen*
T-294-17 *Wendy Lee White v The Attorney General of Canada*
T-2212-16 *Jessica Riddle v Her Majesty the Queen*

Enclosed you will find the following document:

• Order

of The Honourable Mr. Justice Manson, rendered on May 3, 2017.

Yours truly,


Frank Fedorak
Registry Officer

FF/mk
Encl.

Please note that the FCR R. 395 has changed and the Registry will not be sending certified copies of decisions of the Court, unless a copy is requested by the party. If you do require a copy, please advise the Registry in writing.

Pursuant to section 20 of the *Official Languages Act* all decisions, orders and judgments, including any reasons given therefor, issued by the Court are issued in both official languages. In the event that such documents are issued in the first instance in only one of the official languages, a copy of the version in the other official language will be forwarded on request when it is available.

Conformément à l'article 20 de la *Loi sur les langues officielles*, les décisions, ordonnances et jugements, avec les motifs y afférents, sont émis dans les deux langues officielles. Au cas où ces documents ne seraient émis, en premier lieu, que dans l'une des deux langues officielles, une copie de la version dans l'autre langue officielle sera transmise, sur demande, dès qu'elle sera disponible.

ADDRESS ALL COMMUNICATIONS TO THE CHIEF ADMINISTRATOR - ADRESSER TOUTE CORRESPONDANCE À L'ADMINISTRATEUR EN CHEF

Federal Court



Cour fédérale

Date: 20170503

Dockets: T-2212-16
T-294-17
T-421-17

Vancouver, British Columbia, May 3, 2017

PRESENT: The Honourable Mr. Justice Manson

Docket: T-2212-16

BETWEEN:

JESSICA RIDDLE

Plaintiff

and

HER MAJESTY THE QUEEN

Defendant

Docket: T-294-17

BETWEEN

WENDY LEE WHITE

Plaintiff

and

THE ATTORNEY GENERAL OF CANADA

Defendant

Docket: T-421-17

BETWEEN

CATRIONA CHARLIE

Plaintiff

and

HER MAJESTY THE QUEEN

Defendant

ORDER

FURTHER to the joint case management conference convened on Friday, April 21, 2017 with counsel for the parties in proposed class proceedings in Court File Nos. T-2212-16, T-294-17 and T-421-17;

AND UPON reading correspondence dated May 1, 2017 from counsel for the Plaintiff in Court File No. T-2212-16;

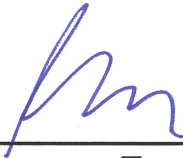
THIS COURT ORDERS that:

1. Pursuant to Rule 386 of the *Federal Courts Rules*, the proceedings in Court File Nos. T-2212-16, T-294-17 and T-421-17 are hereby referred to a dispute resolution conference to be conducted in accordance with Rules 387 to 389.
2. The matter is referred to the Chief Justice to appoint a judge or prothonotary, other than the Case Management Judge, to conduct the dispute resolution conference.
3. The structure, form and timing of the dispute resolution process shall be in the sole discretion of the judge or prothonotary appointed by the Chief Justice.
4. For the sake of clarity, this Order does not operate as a stay of the carriage motion to be brought by the Plaintiff in Court File No. T-294-17.

"Michael D. Manson"

Case Management Judge

*THIS IS EXHIBIT "102" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

From: Moore, Catharine [<mailto:Catharine.Moore@justice.gc.ca>]
Sent: May-04-17 2:15 PM
To: 'cooper@cooperlaw.ca'; Stephen Bronstein
Cc: Kirk M. Baert; Celeste Poltak; Sue Mineiro; Lori Seto; 'Scott Robinson'; dklein@callkleinlawyers.com; Angela Bepflug; tmerchant@merchantlaw.com; sroxborough@merchantlaw.com; Henderson, Travis; Brucker, Barney; Fox, Andrew; Moores, James
Subject: Sixties Scoop - Order of Justice Manson

Mr. Cooper, Mr. Bronstein -

My colleague Mr. Fox and I are counsel for the federal Crown on the three Federal Court sixties scoop actions: *Riddle*, *White* and *Charlie*.

For your information, I attach Mr. Justice Manson's Order of yesterday which refers these three actions to a dispute resolution conference pursuant to FC Rules 387 to 389.

Catharine Moore

General Counsel
Civil Litigation Section
50 O'Connor Street, Ottawa, ON K1A 0H8
National Litigation Sector
Department of Justice Canada / Government of Canada
Catharine.moore@justice.gc.ca / Tel: 613-670-6390 / Fax: 613-941-5879

Thomas G. Keast, Q.C.
Partner, Watson Goepel LLP

*THIS IS EXHIBIT "103" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Federal Court



Cour fédérale

Ottawa, Ontario

June 7, 2017

BY EMAIL

Kirk M. Baert
Celeste Poltak
Scott Robinson

Barnie Brucker
Travis Henderson
Catharine Moore
Andrew Fox

Tony Merchant
Steven Roxborough
David Klein
Angela Bespflug

Dear Counsel:

RE: Riddle v. HMQ
Court File No: T-2212-16
White v. Canada
Court File No.: T-294-17
Charlie v. HMQ

This will serve to confirm the Oral Direction of the Court (Manson, J) dated June 5, 2017;

"A Case Management Teleconference has been fixed for June 29, 2017 at 12:00pm EST, 9:00 PST."

Yours truly,

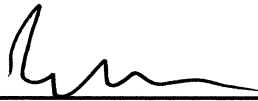
Kathy Craigie

Kathy Craigie
Registry Officer

Pursuant to section 20 of the *Official Languages Act* all final decisions, orders and judgments, including any reasons given therefore, issued by the Court are issued in both official languages. In the event that such documents are issued in the first instance in only one of the official languages, a copy of the version in the other official language will be forwarded on request when it is available.

Conformément à l'article 20 de la *Loi sur les langues officielles*, les décisions, ordonnances et jugements définitifs avec les motifs y afférents, sont émis dans les deux langues officielles. Au cas où ces documents ne seraient émis, en premier lieu, que dans l'une des deux langues officielles, une copie de la version dans l'autre langue officielle sera transmise, sur demande, dès qu'elle sera disponible.

***THIS IS EXHIBIT "104" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018***



***A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS***

Federal Court



Cour fédérale

Montréal, Québec
H2Y 3Z7
June 9, 2017

<p>BY TELECOPIER Steven Roxborough / MERCHANT LAW GROUP Fax: 604-951-7721</p> <p>Tony Merchant / MERCHANT LAW GROUP Fax: 306-522-3299</p> <p>Scott Robinson / KOSKIE MINSKY Fax: 416-204-4928</p> <p>David A. Klein and Angela Bespflug / KLEIN LAWYERS LLP Fax: 604-874-7180</p> <p>Counsel for the Applicant</p>	<p>BY TELECOPIER Andrew Fox (Justice Canada) Fax : 867-920-6025</p> <p>Catharine Moore (Justice Canada) Fax : 613-941-5879</p> <p>Counsel for the Respondent</p>
---	---

**RE: T-2212-16 / JESSICA RIDDLE v. HER MAJESTY THE QUEEN
T-294-17 / WENDY LEE WHITE v. ATTORNEY GENERAL OF CANADA
T-421-17 / CATRIONA CHARLIE v. HER MAJESTY THE QUEEN**

Sir, Madam

On June 9, 2017, the Court (The Honorable Justice Shore) rendered the following oral direction:

"Would you be so kind for the teleconference call of Tuesday June 13, 2017 at 15:00 (Montréal time) to have your agendas at your side with available dates until the end of January 2018. The Court will do its utmost to accommodate counsel of all parties for a consensus of dates, times and locations, in as much as possible. That is to ensure the least pressure in regard to all schedules; and, yet, to move the negotiations in the most amenable and effective manner possible. Looking forward to a most, fruitful, but short and efficient teleconference that sets out on our journey together to reach an eventual settlement."

Should you require further information concerning this matter, please do not hesitate to communicate with the undersigned at: (514) 283-8717 (direct line).

Sincerely,

Yanick Gagnon
Registry Officer

*THIS IS EXHIBIT "105" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS



Department of Justice
Canada

Ministère de la Justice
Canada

50 O'Connor Street
Ottawa, Ontario
K1A 0H8

Telephone: (613) 670-6390
Fax: (613) 941-5879
Email: Catharine.moore@justice.gc.ca

April 28, 2017

Our File Number: 8917395

BY ELECTRONIC MAIL

Registrar
30 McGill Street
Montréal, Quebec
H2Y 3Z7

Dear Registrar:

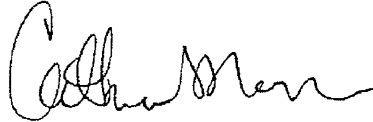
**Re: WHITE, Wendy Lee v. The Attorney General of Canada
Court File No. T-294-17
CHARLIE, Catriona v. HMTQ
Court File No. T-421-17
RIDDLE, Jessica v. HMTQ
Court File No. T-2212-16**

Please bring this letter to the attention of Justice Shore who is presiding over the judicial dispute resolution process.

I am pleased to advise that Mr. Cooper and Mr. Wilson, who are counsel in the Ontario superior court action *Brown v. AGC*, will attend with us in Montreal next week. I will leave it to them to advise more completely but, obviously, their attendance is entirely voluntary and does not amount to attornment to the jurisdiction of the Federal Court.

Mr. Wilson and Mr. Cooper have asked that I provide the two-volume Damages Brief which was filed in the Ontario proceeding in May of this year. An electronic copy is enclosed with this letter and a paper copy will be made available to the Court next week.

We look forward to our discussions next week.

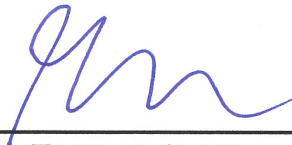


Catharine Moore
General Counsel
Department of Justice
National Litigation Sector

Encls.

c.c. Kirk M. Baert; Koskie Minsky, LLP
Celeste Poltak; Koskie Minsky, LLP
David A. Klein, Klein Lawyers, LLP
Angela Bessflug, Klein Lawyers, LLP
E.F. Anthony Merchant, Merchant Law Group
Steve Roxborough, Merchant law Group
Jeffery Wilson, Wilson Christen LLP
Morris Cooper, Barrister
Travis Henderson; Department of Justice
Barney Brucker, Department of Justice

*THIS IS EXHIBIT "106" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Lori Seto

From: Lee McMillan <lmcmillan@ddwestllp.com>
Sent: November-24-17 5:45 PM
To: Catharine.Moore@justice.gc.ca
Cc: Kirk M. Baert; Celeste Poltak; Garth Myers; dklein@callkleinlawyers.com; abespflug@callkleinlawyers.com; dlennox@callkleinlawyers.com; tmerchant@merchantlaw.com; jeffery@wilsonchristen.com; cooper@cooperlaw.ca; helene.Pouliot@cas-satj.gc.ca; Yanick.Gagnon@cas-satj.gc.ca; Brian Meronek; William Klym
Subject: Victor Bird and Leona Paul v. The Attorney General of Canada, Action No. T-1811-17
Attachments: Ltr to Justices Manson and Shore RE DRC standing November 24 2017.pdf; Bird et al v. Attorney General SOC Federal Court, November 24, 2017.pdf; Notice of Motion Re Dispute Resolution Conference.pdf; Affidavit of Leona Paul.pdf; Motion Record.pdf

Good Afternoon/Evening,

Please find attached for service upon you the following documents:

- 1) Letter from William S. Klym to the Honourable Justice Michael D. Manson and the Honourable Justice Michel Shore, dated November 24, 2017;
- 2) Statement of Claim in Victor Bird et al. v. The Attorney General of Canada, Action No. T-1811-17, filed November 24, 2017 ;
- 3) Notice of Motion (returnable in writing) to Justice Manson and Justice Shore seeking an Order referring the above proceeding to the dispute resolution conference currently before Justice Shore, dated November 24, 2017;
- 4) Affidavit of Leona Paul, sworn November 22, 2017, dated November 24, 2017; and
- 5) Motion Record, dated November 24, 2017.

The purpose of this email is to provide notice of the attached Notice of Motion to allow each party adequate time to review the material and provide Justice Manson and Justice Shore with written submissions prior to the November 29, 2017 teleconference.

Yanick might I also request that you forward this email to Justice Manson's assistant? I am unable to locate that contact information online.

Given the time restraints I would kindly ask that counsel for the named Respondents consent to this electronic service and provide me with confirmation by way of email. I am unable to file the attached material until receiving such confirmation and would appreciate your cooperation in this respect.

If you have any immediate questions or concerns feel free to contact the writer. However, future correspondence should be addressed to William S. Klym and/or Brian Meronek, whose contact information is available in the attached material.

Regards,

Lee T. McMillan

B.A., B.C.L., LL.B.

Associate

Direct Phone No. (403) 781-8305

Email lmcmillan@ddwestllp.com

Website www.ddwestllp.com <<https://protect-eu.mimecast.com/s/QW00BSJn9duY?domain=ddwestllp.com>>

Calgary Office:

310 - 525 11 Avenue SW

Calgary, Alberta T2R 0C9

P: (403) 245-0111

F: (403) 245-0115

Airdrie Office:

108 Edmonton Trail NE

Airdrie, Alberta T4B 1S1

P: (403) 245-0111

F: (403) 245-0115

Winnipeg Office:

300 – 305 Broadway

Winnipeg, Manitoba R3C 3J7

P: (204) 421-8655

F: (204) 421-8566



310, 525 - 11th AVENUE S.W.
CALGARY, ALBERTA
CANADA T2R 0C9

TELEPHONE (403) 245-0111
FACSIMILE (403) 245-0115
TOLL FREE (855) 656-1495
WEBSITE: www.ddwestllp.com

November 24, 2017

REFERENCE NO:

via email to: yanick.gagnon@cas-satj.gc.ca

Federal Court Registrar (Montréal Office)
Registry of the Federal Courts
30 McGill Street
Montréal, Quebec
H2Y 3Z7

William S. Klym

DIRECT LINE:

403-531-3320

EMAIL:

wklym@ddwestllp.com

Attention: The Honourable Justice Michel Shore

and

Federal Court Registrar (Vancouver Office)
Pacific Centre
P.O. Box 10065
701 West Georgia Street
Vancouver, British Columbia
V7Y 1B6

PLEASE REPLY TO:

Whitney Wright

DIRECT LINE:

403-541-5285

EMAIL:

wwright@ddwestllp.com

Attention: The Honourable Justice Michael D. Manson

Dear Justice Manson and Justice Shore:

Re: Victor Bird and Leona Paul v. Attorney General of Canada
Court File No: 1-1811-17

We are counsel for the proposed representative plaintiffs in *Victor Bird and Leona Paul v. Attorney General of Canada*, a proposed class proceedings relating to the sixties scoop matter and filed on today's date.

BRANCH OFFICES:
AIRDRIE
WINNIPEG

We are filing a Notice of Motion, Affidavit and Motion Record concurrently with the Statement of Claim requesting an Order from either Justice Manson, the current case management judge in Actions Nos. T-2212-16, T-294-17, and T-421-17, or Justice Shore, including this Action and Counsel's participation in the dispute resolution conference (the "DRC") currently before Justice Shore.

The Notice of Motion has been made returnable in writing with a view to securing our clients a spot at the DRC prior to its next scheduled teleconference on November 29, 2017.

As can be seen from the Affidavit of Leona Paul, sworn on November 22, 2017, our firm represents approximately 600 sixties scoop survivors across Alberta, Saskatchewan and British Columbia. Lawyers from our firm have conducted detailed interviews with the vast majority of these survivors and consider them our clients.

Our clients, alongside several First Nation Chiefs, Council members, Indigenous leaders and organizations, have serious concerns that the terms currently being negotiated through the DRC are not within the best interests of the proposed Class Members.

We respectfully request standing to appear at the November 29, 2017 teleconference.

Yours truly,



DD WEST LLP

William S. Klym

WSK / LTM

Cc: Kirk M. Baert <kmbaert@kmlaw.ca>;
Celeste Poltak <cpoltak@kmlaw.ca>;
Garth Myers <gmyers@kmlaw.ca>;
David Klein <d Klein@callkleinlawyers.com>;
Angela Bessflug <abessflug@callkleinlawyers.com>;
Doug Lennox <dlennox@callkleinlawyers.com>;
E.F.A. Merchant (tmerchant@merchantlaw.com);
Jeffery Wilson <jeffery@wilsonchristen.com>;
Morris Cooper <cooper@cooperlaw.ca' (cooper@cooperlaw.ca);
Helene Pouliot <helene.Pouliot@cas-satj.gc.ca>;
Yanick Gagnon <Yanick.Gagnon@cas-satj.gc.ca>

Court File No.: T-1811-17

FEDERAL COURT

PROPOSED CLASS PROCEEDING

BETWEEN:

VICTOR BIRD and LEONA PAUL

PLAINTIFFS

And

THE ATTORNEY GENERAL OF CANADA

DEFENDANT

STATEMENT OF CLAIM TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. 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 Plaintiff's solicitor or, where the Plaintiff does not have a solicitor, serve it on the Plaintiff, and file it, with proof of service, at a local office of this Court, **WITHIN 30 DAYS** after this statement of claim is served on you, if you are served within Canada.

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

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

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

Date: _____

Issued by: _____
(Registry Officer)

Address of local office: _____

TO: **The Attorney General of Canada**
Prairie Regional Office - Calgary
Department of Justice Canada
Suite 601, 606 4th Street SW
Calgary, Alberta T2P 1T1

CLAIM

1. The Representative Plaintiffs claim on behalf of the Class:
 - a) An order for interim costs;
 - b) An order certifying this proceeding as a Class Proceeding and appointing the Plaintiffs as Representative Plaintiffs;
 - c) A declaration that Canada breached its fiduciary, treaty, statutory and common law duties toward the Class;
 - d) Damages in the amount of \$1,000,000,000 or any such amount as this Court deems fair and just with a portion of such funds being allocated to a 'common experience' pool of funds to be distributed to all apprehended Class members regardless of the severity of abuse suffered by any individual Class member;
 - e) An order compelling Canada to structure a settlement process whereby victims of physical, sexual and/or other forms of reprehensible abuse may be provided access to a forum to share their stories and claim additional forms of compensation over and above the common experience payment;
 - f) An order compelling Canada to issue a formal and ongoing apology to the Displaced Class members, their families and all other Aboriginal peoples affected by the Displacement, with such an apology extending beyond a mere statement;
 - g) Punitive Damages in an amount to be determined by this Court;
 - h) Pre-judgment and post-judgment interest pursuant to the *Federal Courts Act*, R.S.C. 1985, c F-7;
 - i) Solicitor-client costs on a full indemnity basis;
 - j) The costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes, pursuant to Rule 334.38 of the *Federal Courts Rules*, SOR/98-106; and
 - k) Such further relief as this Court deems just.

PARTIES

2. The Plaintiff Victor Bird ("Bird") resides in Edmonton, Alberta and is an Indian as defined by the *Indian Act*, R.S.C. 1985, c. I-5.
3. Bird is 47 years old. He is a member of the Paul Band.

4. The Plaintiff, whose birth name is Leona Paul (“Paul”), is a member of the Paul Band and is an Indian as defined by the *Indian Act*, R.S.C. 1985, c. I-5.
5. Paul is 48 years old. She currently resides in Hinton, Alberta.
6. The Defendant is Her Majesty the Queen in Right of Canada as represented by the Attorney General of Canada, pursuant to s. 23(1) of the *Crown Liability and Proceedings Act*.

DEFINITIONS

7. (a) “Aboriginal” means those people as defined in s. 35 of the *Constitution Act*, 1982.
- (b) “Bi-lateral Arrangements” means separate written agreements or other arrangements entered into between Canada and several individual provinces, whereby Canada, among other things, provided funding to provinces pertaining to Aboriginal foster and adoptive care to permit Canada to access provincial child welfare services and programs.
- (c) “Class Period” means the period commencing in approximately the early 1950s and terminating in the early 1990s.
- (d) “Canada” means Her Majesty the Queen in Right of Canada or the Crown.
- (e) “Declaration” means the United Nations Declaration on the Rights of Indigenous People, 61/295 adopted by Canada on May 10, 2016.
- (f) “Sixties Scoop” or “Displacement” means the involuntary apprehension of Aboriginal children by Canada during the Class Period into non-Aboriginal foster homes or adoptive homes.

CLASS

8. The Proposed Class constitutes those Aboriginals in Canada, both status and non-status who, as children, were taken from their Aboriginal families by Canada and/or its agents and placed in non-Aboriginal foster care and/or with non-Aboriginal adoptive parents, excluding those individuals bound by the decision in *Brown v. Canada (Attorney General)*, 2017 ONSC 251

BACKGROUND

9. Commencing in or about the early 1950’s, Canada implemented two practices involving the Class, which practices are central to the claim of the Class.
10. Firstly, Canada directly removed, or indirectly had removed, children involuntarily from their Aboriginal homes and had them placed with non-Aboriginal families for adoption. These children were raised without an understanding of their Aboriginal culture, heritage or traditional ways and hence suffered a loss.

11. This practice of Displacement has come to be known, somewhat crudely, as the Sixties Scoop.
12. Secondly, Canada directly removed, or indirectly had removed, children involuntarily from their Aboriginal homes and had them placed in non-Aboriginal group or individual foster homes, subjecting many children to horrific attacks, torture and other forms of abuse, including the types of abuse set out in paragraph 33 below.
13. By virtue of s. 91(24) of the *Constitution Act*, 1867, Canada reserved unto itself exclusive jurisdiction over “Indians and Lands reserved for Indians”, which jurisdiction arose from the moment Canada assumed dominion over Aboriginal people.
14. S. 91(24) of the *Constitution Act* historically has been interpreted to include the members of the Class.
15. S. 35 of the *Constitution Act*, 1982 states, in part:
 - (1) The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed.
 - (2) In this Act, "aboriginal peoples of Canada" includes the Indian, Inuit and Métis peoples of Canada.
 - ...
 - (4) Notwithstanding any other provision of this Act, the aboriginal and treaty rights referred to in subsection (1) are guaranteed equally to male and female persons.
16. Article 1 of the *Declaration* states:

“Indigenous peoples have the right to the full enjoyment, as a collective or as individuals, of all human rights and fundamental freedoms as recognized in the Charter of the United Nations, the Universal Declaration of Human Rights and international human rights law”.
17. Article 5 of the *Declaration* states:

“Indigenous peoples have the right to maintain and strengthen their distinct political, legal, economic, social and cultural institutions, while retaining their right to participate fully, if they so choose, in the political, economic, social and cultural life of the State”.
18. By virtue of s. 88 of the *Indian Act* in 1951, Parliament made all laws of general application from time to time in force in any province applicable to and in respect of Indians in the province.

19. Pursuant to its powers, commencing in or about 1962 Canada entered into Bi-lateral Arrangements with the Provinces to provide, among other things, funding to the Provinces for the purpose of utilizing provincial child welfare services and programs in respect of adoption, and foster care for Aboriginal children.
20. In addition, Canada entered into Bi-lateral Arrangements whereby Canada delegated its obligations, fiduciary or otherwise, to the Provinces to provide foster care facilities for members of the Class and to provide adoption services on a fee for service basis.

DUTIES OF CANADA

21. In assuming exclusive jurisdiction, Canada undertook a fiduciary responsibility towards Aboriginal people.
22. In addition, Canada is bound by the principles of Honour of the Crown requiring, at the very least, a duty of fairness, good faith, political trust and honourable conduct towards Aboriginal people and in particular members of the Class.
23. In light of its adoption of the *Declaration* and by the principle of Honour of the Crown Article 8 (2), the Crown is also bound to provide redress to the Class.
24. By virtue of the Constitution and the Declaration, Canada undertook a positive obligation to provide members of the Class with a safe and nurturing environment in which the traditional values and culture of the Aboriginal people were to be respected, taught and fostered.
25. That positive obligation undertaken by Canada created a fiduciary duty to the members of the Class.
26. The Class, by virtue of its Aboriginal status and the historical protection recognized and affirmed by s. 35 of the *Constitution Act*, was entitled to the protection of culture, heritage and individual well-being in Canada's dealings with the Class.
27. The relationship between Canada and the Class is *sui generis* by virtue of the status of the Class as Aboriginal people and Canada's fiduciary responsibilities with respect to them.
28. Furthermore, Canada had a common law duty of care to consult with the First Nations and Metis people, or their representatives, and receive their consent before entering into and implementing the Bi-lateral Arrangements for the delegation of child welfare services and programs as stated above.
29. Canada had a further duty of care to make certain that the Class members were made aware of the rights and benefits to which they were entitled.

30. Canada knew, or ought to have known that by entering into these Bi-lateral Arrangements and by delegating these child welfare services and programs to third parties, including to the Provinces, Class members would have been denied any opportunity to preserve, maintain and nurture their Aboriginal identity and exercise their Aboriginal and treaty rights.
31. Canada also knew, or ought to have known, that the Displacement of Aboriginal children constituted a serious intrusion into the Aboriginal family relationship that could, and in many cases would, destroy their Aboriginal status.

CANADA'S BREACH OF DUTIES

32. Canada breached its common law, statutory, and/or fiduciary duties towards the Class by, among other things:
 - a) Illegally delegating its non-delegable duties, powers and obligations towards Aboriginal children to third parties, by entering into the Bi-lateral Arrangements or otherwise, including with the Provinces;
 - b) Alternatively in failing to ensure appropriate Bi-lateral Agreements were drafted, and/or by failing to consult with First Nations, and Metis, or their representatives, during the drafting process and obtaining their consent before their execution;
 - c) In failing properly, or at all, to oversee, regulate or monitor funding it provided to third parties, including the Provinces, to the extent that such funding was used in ways that breached its fiduciary, statutory and common law duties towards the Class;
 - d) Failing to insist that all Aboriginal children taken through child welfare frameworks were taken only after consultation with, and the consent of, the relevant First Nations and Metis, including representatives in their respective reserves/territories;
 - e) Failing to ensure that policies or programs were in place to ensure that all Aboriginal children taken through child and family service systems would have the means to retain their Aboriginal customs, traditions and/or practices;
 - f) Actively encouraging policies/programs which facilitated the goals of cultural assimilation;
 - g) Failing to protect Aboriginal children in pursuit of their traditional ways, community attachments, family relationships, culture, support and Aboriginal identity; and
 - h) Allowing Class members to be placed at risk of sexual, physical, mental, emotional abuse and torture in foster or adoptive homes.
33. Specific instances of said abuse and torture included:

- a) Battery with a multitude of objects, including, but not limited to, wooden spoons, broom handles, straps, buckles, fan belts, wooden sticks, bull whips, cattle whips, canes, electric cattle prods, barbed wire fencing, and wooden planks;
- b) Engaging in acts of torture, such as the gouging out of a foster child's eyeball with the use of a metal spoon, such torture taking place in front of other foster children;
- c) Requiring foster children to attend psychiatric hospitals where they were forced to undergo electric shock therapy after being forced to ingest liquid sedatives;
- d) Sexual abuse including masturbation, kissing, oral sex, vaginal, anal penetration and gang rape;
- e) Abusing and mentally scarring a foster child to such an extent that the child later engaged in serious suicide attempts requiring hospitalization, with one such attempt resulting in the laceration of the brachial artery and self-inflicted wounds, including the carving of a deep swastika in the child's arm;
- f) Physically striking a foster child with a closed fist resulting in a broken jaw and requiring surgery to wire the jaw shut;
- g) Failing to ensure the sexual integrity of the foster children at the hands of social workers in their cars while transporting the children to and from new homes; and
- h) Neglecting abandoned children of tender years forcing them to forage for themselves to survive including obtaining food from garbage cans, raiding gardens sharing rabbits.

INJURIES AND DAMAGES

34. As a result of the common law, statutory and fiduciary breaches by Canada and its agents as set out herein, the representative Plaintiffs and Class members suffered injuries and damages, including, but not limited to:
 - a) Mental, emotional and verbal abuse, and all subsequent suffering and consequential harms, including post-traumatic stress disorder, anxiety, depression and emotional trauma;
 - b) Physical abuse, oftentimes resulting in serious physical injuries, and all subsequent suffering and consequential harms;
 - c) Sexual abuse and all subsequent suffering and consequential harms;
 - d) Loss of birth names;
 - e) Loss of Aboriginal identity, heritage, spirituality and sense of community;

- f) Loss of family relationships;
- g) Loss of language;
- h) Humiliation, loss of self-esteem, self-worth and a reduced ability to lead healthy and fulfilling lives;
- i) Cultural genocide and/or forced cultural assimilation, educational and other marginalization and disorientation;
- j) Loss of benefits, including tax breaks, and loss of access to programs and/or monetary and non-monetary benefits afforded to other Aboriginal persons;
- k) Alcoholism and/or substance abuse, violence and suicides;
- l) Consequential loss of employment due to childhood trauma and their subsequent negative effects;
- m) Lack of any professional treatment for the abuses heaped upon them; and
- n) Inability to appreciate fundamental values and way of life as an Aboriginal person.

PUNITIVE DAMAGES

35. In a deliberate attempt to eradicate Aboriginal culture, identity, customs and traditional ways, and with full knowledge of the abuse set out above, Canada established and propagated and/or acquiesced in child and family programs and services which caused and proliferated unspeakable harm to Class members and as such Canada's actions were malicious, high handed, oppressive and persistent; and warrant punitive, exemplary and aggravated damages.

THE REPRESENTATIVE PLAINTIFFS

Victor Bird

36. Bird was placed in foster care at the age of one or two years. He suffered a loss of Aboriginal culture.
37. Bird was treated in a discriminatory fashion because of his Aboriginal identity.
38. Bird was also physically assaulted including, being thrown down the stairs, beaten until he was unconscious, being locked up to sleep in a dirt cellar throughout his stay in foster care and physically being restrained by being tied up with coat hangers and then subjected to sexual abuse on a regular basis.
39. At the age of 10, Bird returned to the Paul Band.

40. Bird has suffered from and continues to suffer from the after effects of the abuse. He has abused drugs, alcohol and has been incarcerated. He cannot maintain employment and he is constantly tormented with the horrors of his past in foster care and he requires counselling. Bird also suffered a spinal injury.

Leona Paul

41. Paul was placed in several foster homes starting at approximately 1 ½ years old. In total, she spent approximately 15 years in foster homes before she was released from foster care.
42. During the course of her foster care, Paul experienced such horrors, torture, indignities and abuse as, but not limited to:
- a) being in bed with her foster parents, while they were naked and having sex;
 - b) showering with her foster father, while his soiled water would drain past her;
 - c) being fed dish soap;
 - d) being fondled and raped;
 - e) being fondled and fingered by a foster care sister;
 - f) being treated as a slave labourer, by being forced to herd cattle in the winter in rubber boots and no socks;
 - g) consistent physical abuse with an electric cattle prod on her bare bottom;
 - h) being forced to eat in inhumane ways, such as being feed scraps of food out of a toilet bowl, forced to chew on dog bones while being called a "filthy dog", and forced to eat vomit after regurgitating unfamiliar foods such as cow milk and cheese;
 - i) being kicked in the stomach, while she was lying on the road; and
 - j) being called a "nigger" and "wagon burner" by her foster parents.
43. As a result of said abuse and torture, Paul has attempted suicide several times. She has undergone extensive counselling, which has not erased her suicidal ideations. She cannot hold a job; has anger management problems; cannot socialize; and, feels she does not fit in at the Paul Band.

COMMON ISSUES

44. The common issues include the following:
- a) Did Canada have a fiduciary duty to the Class?

- b) Did Canada breach that duty?
- c) Did Canada owe a duty of care to the Class?
- d) Did Canada breach that duty of care?
- e) Have the Class members suffered damages; and, if so, what is the quantum of that damage?
- f) Can the damages be assessed and distributed on an aggregate basis?
- g) Did Canada breach its obligation of fairness to the Class by virtue of the principle of Honour of the Crown in failing to compensate the Class; and, if so, what are the damages?
- h) Is the Class entitled to punitive damages; and, if so, in what amount?

REPRESENTATIVE PLAINTIFFS

45. The Representative Plaintiffs are members of the proposed Class, are persons competent to communicate with and on behalf of the Class and possess no conflict of interest with the Class. The Representative Plaintiffs will diligently and adequately represent and protect the interest of the Class.

PREFERABLE PROCEDURE

46. The class action is more efficient and would serve the ends of justice better than a great number of individual claims.
47. The prosecution of a similar class action claim has been concluded with a judgment against Canada in Ontario in *Brown v. Canada (Attorney-General of Canada)*, 2017 ONSC 251 for damages respecting loss of culture caused to the plaintiff and class members in that action.
48. The members of the Class, condemned to a life of poverty and marginalization as a result of Canada's conduct as herein set out, are in no financial position to advance claims on an individual basis.

49. The Plaintiffs propose that this action be tried at Calgary, Alberta.

DATED at Calgary, Alberta, this 24th day of November, 2017



Per: William S. Klym
Tel: 403-531-3320
Fax: 403-245-0115

Brian Meronek, Q.C.
Tel: 204-925-5355
Fax: 204-421-8566

DD West LLP
310 525 – 11th Avenue SW
Calgary, Alberta T2R 0S1

Lawyers for the Plaintiffs

Court File No.: T-1811-17

FEDERAL COURT

BETWEEN:

VICTOR BIRD and LEONA PAUL

Plaintiff/Moving Party

and

ATTORNEY GENERAL OF CANADA

Defendant/Responding Party

and

JESSICA RIDDLE

Responding Party

and

WENDY LEE WHITE

Responding Party

and

CATRIONA CHARLIE

Responding Party

MOTION RECORD OF VICTOR BIRD AND LEONA PAUL

(Motion for an Order referring this proceeding for inclusion in the dispute resolution conference,
returnable in writing)

DD West LLP
310, 525 – 11th Avenue S.W.
Calgary, Alberta
T2R 0C9

William S. Klym
Tel: 403-531-3320
Fax: 403-245-0115

TABLE OF CONTENTS

<u>TAB</u>	<u>TITLE</u>	<u>PAGE</u>
1	Notice of Motion	1
2	Affidavit of Leona Paul, sworn November 22, 2017	4
3	Written Representations (Letter sent to the Honourable Justices Michael D. Manson and Michel Shore, dated November 24, 2017)	26

FORM 359 - Rule 359

NOTICE OF MOTION

Court File No.:

FEDERAL COURT

BETWEEN:

VICTOR BIRD and LEONA PAUL

Plaintiff/Moving Party

and

ATTORNEY GENERAL OF CANADA

Defendant/Responding Party

and

JESSICA RIDDLE

Responding Party

and

WENDY LEE WHITE

Responding Party

and

CATRIONA CHARLIE

Responding Party

NOTICE OF MOTION

(Motion for an Order referring this proceeding for inclusion in the dispute resolution conference, returnable in writing)

TAKE NOTICE THAT the Plaintiffs, Victor Bird and Leona Paul, will make a motion to the Court under Rule 369 of the Federal Courts Rules.

PROPOSED METHOD OF HEARING: In writing.

THE MOTION IS FOR:

1. An Order by the Honourable Justice Michael D. Manson, Case Management Judge in Court File Nos. T-2212-16, T-294-17 and T-421-17, and/or the Honourable Justice Michel Shore, referring this proceeding for inclusion in the dispute resolution conference assigned to Justice Shore pursuant to Justice Manson's Order rendered on May 3, 2017 notwithstanding any procedural irregularities.

THE GROUNDS FOR THE MOTION

2. DD West LLP, as counsel for the Plaintiffs, are currently retained by approximately 600 sixties scoop survivors in the provinces of Alberta, Saskatchewan and British Columbia.
3. The terms of the proposed Settlement Agreement, in the form publicly announced on October 6, 2017, and currently being negotiated through the above referenced dispute resolution conference, do not serve the best interests of the Class Members, in particular:
 - a) by failing to include all Aboriginal survivors within the scope of the proposed compensation scheme, including Metis peoples;
 - b) by failing to include deceased peoples, or their next-of-kin, within the scope of the proposed compensation scheme;
 - c) by requiring individual survivors to sign a release of liability form precluding them from further pursuing claims for physical and/or sexual abuse against the Federal Government; and
 - d) by proposing a range of compensation between \$25,000 and \$50,000 per survivor that is dependent on the number of eligible applicants who apply, where the range of compensation allocated should in fact have no relation to the number of eligible applicants who apply;
4. The negotiation process leading up to and following the proposed Settlement Agreement announced on October 6, 2017 appears to have been pursued without due regard to the principles of consultation as outlined in the 94 Calls to Action of the Truth and Reconciliation Commission.
5. The lack of consultation has not gone unnoticed by various Indigenous leaders and organizations, some of which have signed letters of support for DD West LLP.

THE FOLLOWING DOCUMENTARY EVIDENCE will be relied upon in support of the motion:

6. Affidavit of Leona Paul, sworn on November 22, 2017 and the Exhibits thereto.
7. Such further and other material as counsel may advise and this Honourable Court may permit.

Dated this 24th day of November, 2017



William S. Klym
 DD West LLP
 310, 525 11th Avenue SW
 Calgary, AB T2R 0S1
 Tel: 204-925-5355
 Fax: 204-421-8655
 Counsel for the Plaintiff/Moving Party

TO:

Kirk M. Baert, Celeste Poltak & Garth F. Myers
Koskie Minsky LLP
20 Queen Street West
Suite 900, Box 52
Toronto, Ontario
M5H 3R3
Counsel for the Respondent Wendy Lee White

AND TO:

David Klein, Angela Bessflug & Doug Lennox
Klein Lawyers LLP
Suite 400, 1385 West 8th Avenue
Vancouver, B.C.
V6H 3V9
Counsel for the Respondent Catriona Charlie

AND TO:

E.F. Anthony Merchant, Q.C.
Merchant Law Group LLP
501 – 224 4th Avenue
Saskatoon, SK
S7K 5M5
Counsel for the Respondent Jessica Riddle

FORM 80A - Rule 80

AFFIDAVIT

Court File No. T-1811-17

FEDERAL COURT

BETWEEN:

LEONA PAUL

Plaintiff/Moving Party

and

ATTORNEY GENERAL OF CANADA

Defendant/Responding Party

and

JESSICA RIDDLE

Responding Party

and

WENDY LEE WHITE

Responding Party

and

CATRIONA CHARLIE

Responding Party

AFFIDAVIT OF LEONA PAUL

I, Leona Paul of the Hamlet of Hinton in the Province of Alberta, SWEAR THAT:

1. I am one of the Representative Plaintiffs in the above class action (the "Class Action") and as such have a personal knowledge of the facts and matters herein deposed to except where stated to be based on information or belief.

Proposed Settlement Agreement

2. On October 6, 2017 I became aware of a proposed Settlement Agreement announced by the Honourable Minister of Indigenous and Northern Affairs Carolyn Bennett regarding the 60s Scoop, purportedly negotiated on my behalf by the law firms of Wilson-Christen LLP, Koskie Minsky LLP, Merchant Law Group and Klein Lawyers LLP.
3. Upon discussions with my counsel and based on my review of the terms of the proposed Settlement Agreement through various media stories I believe the said Settlement Agreement in its current form is unacceptable. In particular it appears that, prior to receiving any compensation, myself and other survivors will be forced to sign a release of liability form preventing us from pursuing the Federal Government for claims in physical and sexual abuse.
4. I believe it is unfair that I am to be forced to sign away my rights to pursue the Federal Government for claims in physical and sexual abuse when those claims have yet to be tested in a court of law.
5. I understand that the Settlement Agreement arose out of a summary judgment decision rendered by Justice Belobaba on February 14, 2017 which established the Federal Government's liability for cultural abuse in Ontario.
6. I am concerned that should survivors be forced to sign a release of liability form that prospects for justice for victims of physical and sexual abuse across the country will be put in serious jeopardy. I am told by my counsel that the existence of limitations defences and differing provincial political climates may make it very difficult for survivors of physical and sexual abuse, regardless of their province of origin, from achieving equitable closure to these matters.

7. I also find it improper that the proposed compensation of \$25,000 to \$50,000 per survivor will fluctuate based on how many eligible applicants apply. This compensation structure appears to be more concerned with what the Federal Government can afford than what survivors of cultural abuse are actually owed.
8. Lastly, and most importantly, I am discouraged by the lack of consultation that appears to have taken place in the course of these negotiations and am concerned that survivors have not be provided with a proper platform for being heard.

Class Counsel

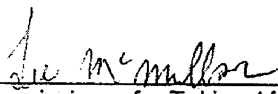
9. Based on my review of a Q&A interview with Jeffrey Wilson posted on sixtiescoopclaim.com and attached as Exhibit "A", it is my understanding that myself and other Alberta survivors will have to be represented in these negotiations by Koskie Minsky LLP and/or Merchant Law Group in order to have any legal fees paid for by the Federal Government.
10. I have never met any individual or representative from either of these law firms nor am I aware of them ever visiting with 60's Scoop survivors from my area.
11. I am familiar with the law firm of DD West LLP. I was introduced to the predecessor of DD West LLP, Klym Law, by Dennis Paul in February 2017, when representatives of Klym Law visited the Paul First Nation, west of Edmonton.
12. Representatives of Klym Law visited me and other individuals at Paul First Nation and met with both survivors of the day schools and survivors of the 60's Scoop and we as survivors told our experiences to them.
13. I and many others from the Paul First Nation signed retainer letters which I believed to be fair and reasonable.
14. DD West LLP is representing me in Leona Paul and Victor Bird, Alberta Court File No. 1701-08523 and I have instructed DD West LLP to commence an action in the Federal Court, in order to protect the interests of other 60's Scoop

survivors, including approximately 600 60's Scoop survivors who counsel has advised me have engaged DD West LLP to represent them.

15. Furthermore, DD West LLP has taken an approach of first visiting First Nations and listening to the experiences of 60's Scoop Class members, prior to filing its Statement of Claim in Alberta.
16. I am told by counsel that over the past year and half lawyers from DD West LLP have had an active presence on over twenty reserves across Alberta, Saskatchewan and British Columbia and have interviewed and recorded the stories/testimony of upwards of 500 sixties scoop survivors and have been retained by approximately 100 relatives of deceased survivors and 2,000 day school survivors. While the day school interviews are not directly relevant to this class action I do believe they are an important indicator of the firm's dedication to First Nation issues and illustrate an in-depth process of consultation that predates Justice Belobaba's decision by 7-8 months.
17. I am told that DD West LLP has received oral and/or written endorsement for its above efforts from a variety of Indigenous leaders, Chiefs and Council, and organizations. Examples include letters of support from:
 - a) The National Indigenous Survivors of Child Welfare Network, headquartered in Ottawa, Ontario and attached as Exhibit "B" is a copy of said letter of support dated November 17, 2017;
 - b) The Sixties Scoop Indigenous Society of Alberta, headquartered in Edmonton, Alberta and attached as Exhibit "C" is a copy of said letter dated November 16, 2017; and
 - c) The Chief and Council of the Saddle Lake Cree Nation, Alberta, which is the second largest First Nation in Alberta and attached as Exhibit "D" is a copy of said letter dated November 7, 2017.

18. I make this Affidavit in support of an application that DD West LLP be permitted to have standing to participate in the dispute resolution conference currently before the Honourable Justice Michel Shore in the Federal Court.

Sworn before me at the City of Edmonton in the Province of Alberta this 20 day of November, 2017.

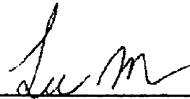


Commissioner for Taking Affidavits
(or as the case may be)
Lee McMillan
LSA # 19191

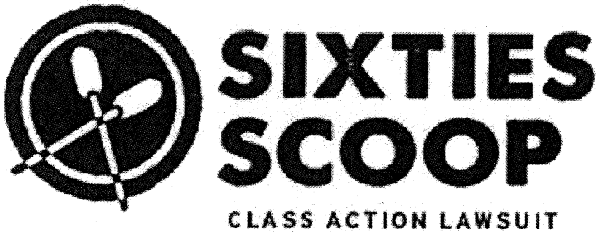


(Signature of Deponent)

This is Exhibit "A" referred to in the Affidavit
of Leona Paul, sworn before me this
22 day of November, 2017 at the City of Edmonton,
in the Province of Alberta.



Lee McMillan
Member of the Law Society of Alberta
LSA #19191



[Skip to content](#)

- [Home](#)
- [About the Ontario Sixties Scoop Claim + Registration as a Class Member](#)
- [Claimant Form – For Mailing](#)
- [Contact Us](#)
- [Documents](#)
- [FAQ](#)
- [Media](#)
- [Online Claimant Form](#)
- [Open Letter](#)
- [Rally Photo Gallery](#)
- [Your Comments](#)

← [Canada Stepped into the Light](#)

[Survivors Awaiting Final Settlement Agreement](#) →

Posted on [October 10, 2017](#) by [Sixties Scoop Lawsuit](#)

We invited lead lawyer Jeffery Wilson to clarify questions being asked. We set out the questions and Jeffery’s answers:

1. **Question: Can I still sue the children’s aid societies and the Ontario government for the harm I experienced as an foster child, crown ward or adopted child.**

Answer: *Yes, you can do that.*

This case and your participation in the settlement means you cannot sue Canada (the Federal Government). Canada would not have legal responsibility for physical or sexual harm experienced when you were in care. Canada’s liability, because of this case, is limited to Canada’s failure to inform you and your caregivers of your First Nations’ cultural identity and benefits to which you would have been entitled.

However, you can still sue the province and the government institution (namely, the children’s aid society) responsible for removing you from your home.

2. Question: Is the settlement amount for the compensation better or worse than had we gone to court on October 11, 2017 before the Honourable Justice Belobaba?

Answer: *Better, much better. Here are 9 reasons why:*

- i) This settlement is Canada-wide. Brown v Canada is Ontario-wide.*
- ii) This settlement includes crown wards. Brown v Canada is limited to adopted children.*
- iii) This settlement includes long-term temporary wards. Brown v Canada is limited to adopted children.*
- iv) This settlement includes claimants from 1951 – 1991. Brown v Canada is limited to 1965-1984.*
- v) This settlement includes Inuit children. Brown v Canada is limited to “Indian” survivors.*
- vi) This settlement includes “Indians” living on and off of reserves. Brown v Canada is limited to “Indians” living on reserves.*
- vii) This settlement will definitely enable payment in a much shorter period of time than if we proceeded to court.*
- viii) This settlement may result in payments of \$50,000 per claimant. We predicted that we would not have secured this much per claimant had we proceeded to Court.*
- ix) This settlement includes an initial payment of at least 50 million dollars for a Foundation to provide healing opportunities for the survivors and to take advocacy steps to stop, once and for all, the removal of any Indigenous child in Canada from their families and communities. This was not an outcome we could have achieved in court.*

3. Question: What about \$25,000-\$50,000? That doesn't seem very much for someone who lost their cultural identity?

Answer: *You're right. It isn't very much. There is no amount of money that could replace what you have lost or that could make up for what you suffered.*

I lost both my parents at a young age and received \$25,000 from their estate. It didn't replace them and it didn't make me whole—so I understand why this seems like “not enough.” There is no “enough.” I know someone wrote in and said “it should be a hundred thousand dollars.” Maybe, it should be more. But, no court would have ever ordered anything close to \$100,000! We negotiated against the backdrop of what we could realistically get from the court, applying western law. Like any other case, this one is the beginning, the first step.

And while this settlement cannot give you back what you deserve or what you have lost, it can make a very big difference. It is symbolic and shows that cultural identity will now be something that courts have to consider, and measure in all cases from this point forward. Because of you, the law must now recognize that “saving the child” means keeping him or her with family, or extended family or her or his community. Loss of cultural identity is a collective loss. That means we have to consider the total of what we have achieved, and not simply the amount per claimant.

4. Question: This Foundation, who will run it, and can I be part of it?

Answer: *First Nations people will run it if they come forward and demand that they run it. I am the acting chairperson of the Working Committee for the Foundation. If you want to be part of it, send an email to sixtiesscoopfoundationtable@gmail.com.*

5. What will the Foundation do? How will I benefit from it?

Answer: *The Foundation’s mandate will be shaped by those who come forward to lead it. But the intent is that it will support advocacy efforts to protect First Nations children and offer support for healing and counselling services to those who need it. Don’t think of it as a “physical place” but rather as a country-wide resource for all survivors. No matter where you live in the country, the Foundation’s support and resources will be available to you.*

6. Question: Why are Métis not part of the deal?

Answer: *They are part of the deal insofar as they are part of the people to be served and helped by the Foundation. They are not part of the individual compensation entitlement because there are no records to properly identify Métis for the purpose of this settlement.*

However, the settlement does not preclude Métis people from suing a provincial or federal government, or provincial organization (like the CAS) if they choose to do so in the future.

7. Question: When will we get our money and how much of it will go to lawyers?

Answer: *None of it will go to lawyers as long as you use the 4 law firms who helped the government negotiate this deal. In B.C. call David Klein (Tel: 604-714-2070, Website: <http://www.callkleinlawyers.com>), in Manitoba and Saskatchewan, call Kirk Baert (Tel: Manitoba 1-844-819-8527, Saskatchewan 1-855-595-2621, Website: kmlaw.ca), in Alberta, Yukon, and the Prairie provinces, call Tony Merchant (Tel: 1-888-567-7777, Website: www.merchantlaw.com). In Ontario, call Wilson Christen LLP (Tel: 1-866-360-5952, Email: thesixtiesscoopclaim@gmail.com). All of*

these lawyers have legally agreed (as part of the settlement) to charge nothing to any sixties scoop survivor needing help to file a claim.

If I have my way, you shouldn't need a lawyer to file your claim. It should be a simple exercise, one or two page form. The form is being created by the Federal Government. Once, it is created and released to the public we're hoping six months for receipt of payments but understand that there has to be a notice period paid for by Canada and notice to people not only in Canada but in the USA and overseas, and that has to happen first. We have to do our best to make sure that everyone, who is entitled to receive money or be assisted by the Foundation, knows about it. Once the form is finalized it will posted on our website. Please continue to monitor our website for updates on the form and process.

Share:

- [Email](#)
-
-
-

Related

[Dear Sixties Scoop Survivors](#):With 5 comments

[Sixties Scoop survivors' decade-long journey for justice culminates in historic pan-Canadian agreement](#)With 3 comments

[Important Update on Our Case and October 11th](#)With 2 comments



About Sixties Scoop Lawsuit

The purpose of this site is to notify individuals directly or indirectly affected by the Sixties Scoop that they may register and possibly join in the class action lawsuit that is effectively proceeding against the Canadian Government. (October 2010) Please bookmark this site for further updates and registration information. Thank you.

[View all posts by Sixties Scoop Lawsuit](#) →

[Link](#) | This entry was posted in [Uncategorized](#). Bookmark the [permalink](#).

← [Canada Stepped into the Light](#)

[Survivors Awaiting Final Settlement Agreement](#) →

2 Responses to

1.  **Cathy Henderson** says:

October 11, 2017 at 8:27 am

Could you please ask for the following to be included in the settlement. The UN Convention on the Rights of the Child makes it clear that it is the Federal government's *legal* duty to enforce this convention in the provinces when the provinces refuse to do so. The provinces have illegally denied adoptees their legal rights with regards to their birth records which violates this UN Convention. Records need to be put right. Many adoptees have been denied information because their parents were denied the *legal* right under provincial law to put that information on the birth documents in the first place as well as those documents being illegally tampered with by the province. Incorrect information must be removed. Correct information must be added. These are needed for family reunions, ancestry, heritage, culture, healing and reconciliation as well as justice.

Here is what needs to be done.

Please ensure that the adoption records are opened in PEI, Nova Scotia and Quebec. The rest of the country has opened adoption records and this anomaly must be rectified. It is discrimination simply on the grounds of where the adoption took place in the country. Closed records provinces even have the power of veto over open records provinces which is not right. For example, if an adoptee is born in Ontario but is adopted in Quebec, Quebec can stop the adoptee from having their original birth reg from Ontario. This happens a lot. The only way to stop this is to open all adoption records in the closed adoption provinces. The UN says you must do whatever it takes to remove this discrimination.

Please ensure that father's names are restored back on adoptees' original birth reg. Many fathers were *illegally* wiped out or omitted from these birth reg. Fathers were lied to about their rights – many were wrongly told that they had to be at the birth to be named. There has never been a requirement under Ontario law for the father to attend the birth of their child to be named. That is still the case. Registration of the birth is a *separate* issue to putting the father's name on the birth registration. Under Ontario law from 1960 onwards, fathers were allowed to be named *after* the registration of the birth and to have their names added afterwards to the

original birth registration and to have this done regardless of the marital status of the father. The Ontario government consistently lied to parents about this legal right.

Many parents were *illegally* prevented from naming the father in the first place.

Fathers had the right to be put on the birth registration even after the birth was registered yet they were *illegally* denied this too, especially in Ontario. The UN has asked the Federal government 3 TIMES ensure that the provinces restore these names when both parents have named the father in paperwork such as paternity statements or from parents who want to make notarized statements. The UN has made it clear that adoption cannot be used as an excuse to prevent people from doing this.

Please annul false death records. Many parents were lied to. Many were told that their child was dead when this was not true.

Order provinces to cross reference death records and adoption records to find the living. Dead children cannot be adopted. Families have the right to know that their children are alive.

Please tell CAS and other government agencies to correct their records, especially with regards to info on ancestry. Many Indigenous adoptees were told that they were not Indigenous. In fact, many were told that they were Italian, etc. to stop them finding their families. This is unacceptable. Everyone should be allowed to have the correct info about themselves and to put right any incorrect info on their records – otherwise, what is the point of having records if they are full of lies?

The above must be made available to all adoptees, both Indigenous and non-indigenous, so as not to miss anyone out that maybe indigenous but also because many of these *criminal* acts were inflicted on other adoptees as well. Otherwise, that would be discrimination which is also unacceptable.

Please put this forward. The UN is fed up of asking and people are fed up of being denied these rights enshrined in the UN Convention on the Rights of the Child which also applies to all adoptees.

This is needed for reconciliation, healing, family reunion, heritage and culture.

To do nothing about this is to endorse continuing genocide by illegally erasing people on paper which is completely unacceptable. Please keep everyone posted on this important term of settlement. The UN says that nothing less will do.

These rights are going to be reviewed again in July when Canada is reviewed by the UN Convention on the Rights of the Child Committee. I have been asked to make a report for this by the UN committee.

I want to be able to tell them that the above has been accomplished. Please make it so.

Reply

2.  **Cathy Henderson says:**

October 11, 2017 at 8:41 am

There should also be something done about missing records. Too many original birth registrations are missing from records offices (many seemed to have been destroyed in mysterious fires that themselves do not seem to have been recorded anywhere).

The UN Convention on the Rights of the Child says that everyone has the right to a birth registration from birth. This clearly is not happening in Canada. Steps should be taken to ensure that people get birth registrations created when these are missing from records offices and to restore these in any way by using other records such as CAS records, school records, church records, etc. to recreate these missing records.

It also means that provinces should be made to save these digitally and separately from the originals so that there are copies that won't be destroyed by mysterious, unreported fires.

It is also unacceptable that people are being told that their birth records are simply "lost".

This is incompetence and negligence. All efforts must be made to recreate birth records from other sources of information such as CAS records, foster records, school records., etc.

Again, I will be making a progress report to the UN on that. I hope that I will have something positive to tell them next year. Please make the Federal and provincial

governments aware that the rest of the world is watching this very closely and excuses to deny people their birth rights will not be tolerated.

[Reply](#)

Leave a Reply

Search

- **Brown and Commanda Class Action Facebook Page**

- **Recent Posts**

- [Survivors Awaiting Final Settlement Agreement](#)
- [\(no title\)](#)
- [Canada Stepped into the Light](#)
- [Sixties Scoop survivors' decade-long journey for justice culminates in historic pan-Canadian agreement](#)
- [\(no title\)](#)

- **Archives**

- [November 2017](#)
- [October 2017](#)
- [September 2017](#)
- [June 2017](#)
- [May 2017](#)
- [March 2017](#)
- [February 2017](#)
- [January 2017](#)
- [December 2016](#)
- [November 2016](#)
- [September 2016](#)
- [July 2016](#)
- [March 2016](#)
- [January 2016](#)
- [July 2015](#)
- [June 2015](#)
- [March 2015](#)
- [December 2014](#)
- [November 2014](#)
- [October 2014](#)
- [August 2014](#)
- [March 2014](#)
- [November 2013](#)
- [October 2013](#)
- [July 2013](#)
- [April 2013](#)
- [March 2013](#)
- [February 2013](#)
- [October 2012](#)
- [September 2012](#)
- [May 2012](#)
- [January 2012](#)
- [November 2011](#)
- [October 2011](#)

- [August 2011](#)
- [May 2011](#)
- [April 2011](#)
- [March 2011](#)
- [January 2011](#)
- [November 2010](#)

• **Recent Comments**



Mary Ann on [Important Update on Our Case a...](#)



Arthur skead on [Important Update on Our Case a...](#)



FARIN on [Sixties Scoop survivors' decad...](#)



Cathy Henderson on [...](#)



Cathy Henderson on [...](#)

[Blog at WordPress.com.](#)

- [Follow](#)

•

This is Exhibit "B" referred to in the Affidavit
of Leona Paul, sworn before me this
22 day of November, 2017 at the City of Edmonton,
in the Province of Alberta.



Lee McMillan
Member of the Law Society of Alberta
LSA #19191



National Indigenous Survivors of Child Welfare Network

2116-190 Lees Ave.

Ottawa, ON

K1S 5L5

www.niscw.org

info@niscw.org

November 17, 2017

William Klym / Brian Meronek
 DD West LLP
 Suite 310, 525 11th Avenue SW
 Calgary, Alberta
 T2R 0C9

Dear Bill and Brian,

Re: Sixties Scoop National Settlement Announcement- October 6, 2017

The National Indigenous Survivors of Child Welfare Network has serious concerns about the proposed Sixties Scoop national settlement and the manner in which it was negotiated.

Firstly, it appears that certain law firms claimed to speak on behalf of persons they did not represent. In particular, so far as we are aware, the firms who negotiated the proposed national settlement, were not class counsel in the provinces of Saskatchewan, Alberta and British Columbia.

Secondly, the proposed national settlement is problematic in several aspects:

Unlike the Residential Schools settlement which provided a common experience payment to survivors that did not depend on the number of claimants, this proposed national settlement is capped at \$850,000,000 which will mean that the more survivors who apply, the less they will receive.

The national settlement excludes claims for sexual and physical abuse. It is our understanding that a condition of receiving the payout is the release by the survivors of any claim for sexual and physical abuse.

The national settlement excludes Métis and non-status First Nation survivors.

The national settlement excludes First Nation persons who were born and taken out of Canada due to difficulties attaining their Treaty status.

The national settlement healing foundation amount is inadequate for the expected expenditures needed to address the healing needs of Sixties Scoop survivors.

The national settlement did not seek fulsome input or support from a larger proportion of the Sixties Scoop community.

Finally, the proposed national settlement granted \$75,000,000 in legal fees to lawyers for negotiating a deal which is deeply flawed.

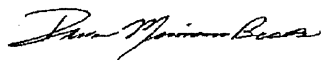
We have been advised that the law firm of DD West LLP on behalf of the clients it represents is seeking to have the inadequacies of the proposed settlement addressed.

This letter can be taken as our support, for the efforts of DD West LLP to achieve a fair and honourable national settlement for Indigenous survivors of the Sixties Scoop.

Yours truly,

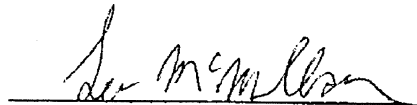


Vicky Boldo
Director, National Indigenous Survivors of Child Welfare Network



Duane Morrisseau-Beck
Director, National Indigenous Survivors of Child Welfare Network

This is Exhibit "C" referred to in the Affidavit
of Leona Paul, sworn before me this
22 day of November, 2017 at the City of Edmonton,
in the Province of Alberta.

A handwritten signature in black ink, appearing to read "Lee McMillan", written over a horizontal line.

Lee McMillan
Member of the Law Society of Alberta

LSA #19191



SIXTIES SCOOP INDIGENOUS SOCIETY OF ALBERTA
 17804 91st Street, Edmonton, Alberta (780) 472-8155

November 16th, 2017

William Klym / Brian Meronek
 DD West LLP
 Suite 310, 525 11th Avenue SW
 Calgary, Alberta
 T2R 0C9

Dear Bill and Brian,

RE: Sixties Scoop Settlement Announcement – October 6th, 2017

The "Sixties Scoop Indigenous Society of Alberta" (SSISA) has serious concerns about the proposed 60's scoop settlement and the manner in which it was negotiated.

Firstly, it appears that certain law firms claimed to speak on behalf of survivors they did not represent. In particular, so far as we are aware, the firms who negotiated the proposed settlement were not class counsel in the provinces of Saskatchewan, Alberta and British Columbia.

Secondly, the proposed settlement is problematic in several aspects:

Unlike the Residential Schools settlement which provided a common experience payment to survivors; it did not depend on the number of claimants. This proposed settlement is capped at \$850,000,000, which will mean that more of sixties scoop survivors who apply, the less they will receive.

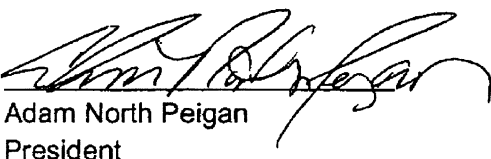
The settlement excludes claims for sexual and physical abuse. It is our understanding that a condition of receiving the payout is the release by survivors of any claim for sexual and physical abuse. Further the settlement excludes the Métis and non-status First Nations survivors which is quite concerning.

Finally, the proposed settlement granted \$75,000,000 in legal fees to lawyers for negotiating a deal which is deeply flawed.

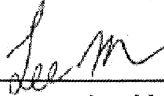
We have been advised that the law firm of DD West LLP on behalf of the clients it represents is seeking to have inadequacies of the proposed settlement addressed.

This letter can be taken as our support, for the efforts of DD West LLP to achieve a fair and honourable settlement for Indigenous Survivors of the Sixties Scoop.

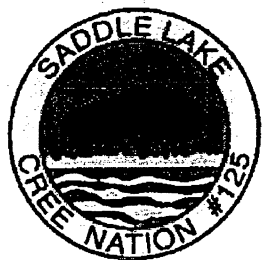
Sincerely,


 Adam North Peigan
 President

This is Exhibit "D" referred to in the Affidavit
of Leona Paul, sworn before me this
22 day of November, 2017 at the City of Edmonton,
in the Province of Alberta.



Lee McMillan
Member of the Law Society of Alberta
LSA #19191



Saddle Lake Cree Nation

Box 100, Saddle Lake, Alberta
TOA 3T0

Phone (780) 726-3829 Fax (780) 726-3788
Toll Free 1-800-396-2167
www.saddlelake.ca

November 7, 2017

To whom it may concern,

Re: National settlement regarding children taken during the 60's Scoop from onihcikiskwapowin – Saddle Lake Cree Nation

On behalf of the onihcikiskwapowin - Saddle Lake Cree Nation, we wish to express our deepest concern with the manner in which the proposed class action settlement on the 60's scoop was arrived at.

The settlement proposes that a lump sum be paid to survivors without regard to the physical and sexual abuse suffered by the victims. This is not acceptable.

In addition, four law firms, without any apparent consultation or engagement from First Nations, purported to divide 75 million dollars in legal fees.

This letter is our statement of concern that the proposed settlement is but another instance of a decision vital to First Nations people that is being made by the Government of Canada without the voice of First Nations peoples being heard. How is this possible in an era where government are supporting the Truth and Reconciliation calls to action in words but doing another?

Further, we are aware of the consultative approach taken by DD West LLP to many Nation members within the Treaty No. 6 territory. We support their approach and wish to additionally oppose the proposed settlement as it now stands.

Sincerely yours,

Chief Eddy Makokis, onihcikiskwapowin – Saddle Lake Cree Nation

cc: All Council

November 24, 2017

via email to: yanick.gagnon@cas-satj.gc.ca

Federal Court Registrar (Montréal Office)

Registry of the Federal Courts
30 McGill Street
Montréal, Quebec
H2Y 3Z7

Attention: The Honourable Justice Michel Shore

and

Federal Court Registrar (Vancouver Office)

Pacific Centre
P.O. Box 10065
701 West Georgia Street
Vancouver, British Columbia
V7Y 1B6

Attention: The Honourable Justice Michael D. Manson

Dear Justice Manson and Justice Shore:

Re: Victor Bird and Leona Paul v. Attorney General of Canada

We are counsel for the proposed representative plaintiffs in *Victor Bird and Leona Paul v. Attorney General of Canada*, a proposed class proceedings relating to the sixties scoop matter and filed on today's date.

We are filing a Notice of Motion, Affidavit and Motion Record concurrently with the Statement of Claim requesting an Order from either Justice Manson, the current case management judge in Actions Nos. T-2212-16, T-294-17, and T-421-17, or Justice Shore, including this Action and Counsel's participation in the dispute resolution conference (the "DRC") currently before Justice Shore.

The Notice of Motion has been made returnable in writing with a view to securing our clients a spot at the DRC prior to its next scheduled teleconference on November 29, 2017.

As can be seen from the Affidavit of Leona Paul, sworn on November 22, 2017, our firm represents approximately 600 sixties scoop survivors across Alberta, Saskatchewan and British Columbia. Lawyers from our firm have conducted detailed interviews with the vast majority of these survivors and consider them our clients.

Our clients, alongside several First Nation Chiefs, Council members, Indigenous leaders and organizations, have serious concerns that the terms currently being negotiated through the DRC are not within the best interests of the proposed Class Members.

We respectfully request standing to appear at the November 29, 2017 teleconference.

Yours truly,



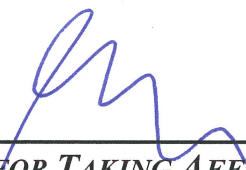
DD WEST LLP

William S. Klym

WSK / LTM

Cc: Kirk M. Baert <kmbaert@kmlaw.ca>;
Celeste Poltak <cpoltak@kmlaw.ca>;
Garth Myers <gmyers@kmlaw.ca>;
David Klein <dklein@callkleinlawyers.com>;
Angela Bospflug <abospflug@callkleinlawyers.com>;
Doug Lennox <dlennox@callkleinlawyers.com>;
E.F.A. Merchant (tmerchant@merchantlaw.com);
Jeffery Wilson <jeffery@wilsonchristen.com>;
Morris Cooper <cooper@cooperlaw.ca' (cooper@cooperlaw.ca);
Helene Pouliot <helene.Pouliot@cas-satj.gc.ca>;
Yanick Gagnon <Yanick.Gagnon@cas-satj.gc.ca>

*THIS IS EXHIBIT "107" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

DD WEST LLP

CALGARY - AIRDRIE - WINNIPEG

310, 525 - 11th AVENUE S.W.
CALGARY, ALBERTA
CANADA T2R 0C9

TELEPHONE (403) 245-0111
FACSIMILE (403) 245-0115
TOLL FREE (855) 655-1495
WEBSITE: www.ddwestllp.com

November 28, 2017

REFERENCE NO:

TO SERVICE LIST ATTACHED

Dear Sirs and Mesdames:

William S. Klym

Re: *Victor Bird and Leona Paul v. Attorney General of Canada*
Action No: T-1811-17

DIRECT LINE:

403-531-3320

EMAIL:

wklym@ddwestllp.com

It is our understanding that there is a telephone conference tomorrow in Federal Court involving mediation of the 60's Scoop.

As yet, we have not been provided with access to this conference.

This letter is to advise you of our intention to participate in any mediation process.

We expect you to advise the Court tomorrow of our status and intentions.

Yours truly,

PLEASE REPLY TO:

Whitney Wright

DIRECT LINE:

403-541-5285

EMAIL:

wwright@ddwestllp.com

DD WEST LLP

Per



William S. Klym

WSK / wlw

BRANCH OFFICES:
AIRDRIE
WINNIPEG

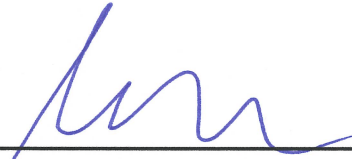
DWEST LLP

CALGARY - AIRDRIE - WINNIPEG

SERVICE LIST

<p>Koskie Minsky 900, 20 Queen Street West Toronto, ON M5H 3R3</p> <p>Attention: Kirk M. Baert Celeste Poltak Garth Myers</p> <p>Via E-mail: kmbaert@kmlaw.ca cpoltak@kmlaw.ca gmyers@kmlaw.ca</p>	<p>Klein Lawyers LLP 400, 1385 West 8th Avenue Vancouver, BC V6H 3V9</p> <p>Attention: David Klein Doug Lennox Angela Bessflug</p> <p>Via E-mail: dklein@callkleinlawyers.com dlennox@callkleinlawyers.com abespflug@callkleinlawyers.com</p>
<p>Merchant Law 2401 Saskatchewan Drive Regina, SK S4P 4H8</p> <p>Attention: E.F.A. Mercant</p> <p>Via E-mail: tmerchant@merchantlaw.com</p>	<p>Wilson Christen LLP 137 Church Street Toronto, ON M5B 1Y4</p> <p>Attention: Jeffery Wilson</p> <p>Via E-mail: jeffery@wilsonchristen.com</p>
<p>Cooper Law</p> <p>Attention: Morris Cooper</p> <p>Via E-mail: morris@cooperlaw.ca</p>	

*THIS IS EXHIBIT "108" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Federal Court



Cour fédérale

Date: 20180104

Docket: T-2212-16

Montréal, Quebec, January 4, 2018

PRESENT: The Honourable Mr. Justice Shore**BETWEEN:****JESSICA RIDDLE****Plaintiff**

and

HER MAJESTY THE QUEEN**Defendant****ORDER**

THIS MOTION made by the plaintiffs for an order consolidating the actions commenced in Toronto, Court file number T-294-17 (the "White Action"), and in Vancouver, Court file number T-421-17 (the "Charlie Action") with the present action, Court file number T-2212-16 (the "Consolidated Action") and to file a consolidated Statement of Claim was heard in writing;

WHEREAS the White Action and the Charlie Action relate to substantially the same subject matter as the Consolidated Action;

ON CONSENT of the parties in the Consolidated Action, the White Action and the Charlie Action;

IT IS ORDERED THAT:

1. Pursuant to Rule 105(a), the White Action and the Charlie Action be consolidated into this Consolidated Action;
2. Jessica Riddle, Wendy White and Catriona Charlie be appointed as plaintiffs in the Consolidated Action;
3. The style of cause of the Consolidated Action shall be amended to read as follows:

**JESSICA RIDDLE, WENDY LEE WHITE
and CATRIONA CHARLIE**

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

4. The plaintiffs may deliver a Consolidated Statement of Claim, without interlineations, in the form attached as Schedule "A"; and
5. This Order shall be filed in this Consolidated Action, in the White Action and in the Charlie Action.

"Michel M.J. Shore"

Judge

Schedule "A"

Court File No. T-2212-16

**JESSICA RIDDLE, WENDY LEE WHITE
and CATRIONA CHARLIE****Plaintiffs****and****HER MAJESTY THE QUEEN****Defendant****Relief Sought**

1. The Plaintiffs, Catriona Charlie, Wendy Lee White and Jessica Riddle claim on their own behalf and on behalf of a class of similarly situated persons:
 - a. an order certifying this action as a class proceeding and appointing Catriona Charlie, Wendy Lee White and Jessica Riddle as Representative Plaintiffs;
 - b. a declaration that the Defendant breached fiduciary and common law duties of care;
 - c. general damages plus damages equal to the costs of administering the plan of distribution;
 - d. special damages in an amount to be determined;
 - e. exemplary, aggravated and punitive damages;
 - f. symbolic damages on an aggregate basis;
 - g. disgorgement by the Defendant of its profits;
 - h. pre-judgment and post-judgment interest;
 - i. costs; and
 - j. such further and other relief as this Honourable Court may deem just.

Nature of this Action

2. Ms. Charlie, Ms. White, Ms. Riddle and class members are Indians as defined by the *Indian Act*, RSC 1985, c I-5 and aboriginals within the meaning of section 35 of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK)*, 1982 c 11.
3. This action concerns the practice of removing large numbers of Indian children from their families and communities and placing them in the care of non-indigenous foster or adoptive families (the "Sixties Scoop").
4. Indian children who were victims of the Sixties Scoop lost their cultural identity and suffered psychologically, emotionally, spiritually and physically. They were also deprived of their status, their aboriginal and treaty rights and monetary benefits to which they were entitled pursuant to the *Indian Act*, RSC 1985, c I-5 and related legislation and policies.

The Parties

5. Catriona Charlie is a descendant of the Namgis people and a member of the Namgis First Nation. Immediately after her birth, Ms. Charlie was taken from her birth mother by the province of British Columbia ("BC Child Welfare") and placed with a non-indigenous foster family. Ms. Charlie was adopted as a toddler by a non-indigenous family. Ms. Charlie currently resides in Port Alberni, British Columbia.
6. Wendy Lee White is a descendant of the Sheshatshiu Innu First Nation. Ms. White was taken from her birth mother by the province of Newfoundland and Labrador ("Nfld Child Welfare") and placed in foster care. Ms. White was adopted as a toddler by a non-indigenous family. Ms. White currently resides in St. John's, Newfoundland.
7. Jessica Riddle was taken from her birth parents by the Government of the Northwest Territories ("NWT Child Welfare") and adopted to a non-indigenous family. Ms. Riddle currently resides in Lutselk'e, Northwest Territories.
8. The Defendant Her Majesty the Queen was, at all relevant times, responsible for the promotion of the health, safety and wellbeing of Indians in Canada, and for the administration of the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes. The Defendant has exclusive jurisdiction in respect of indigenous persons pursuant to section

91(24) of the *Constitution Act, 1867*, 30 & 31 Victoria, c 3 (UK) and the common law. The Defendant is liable for the conduct, negligence and malfeasance of individuals who were at all material times Crown employees, agents and servants, pursuant to the *Crown Liability and Proceedings Act*, RSC 1985, c C-50.

The Class

The Proposed Class

9. All Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-indigenous foster or adoptive parents excluding any members of the class action in the Ontario Superior Court of Justice styled as *Brown v. Canada* with court file number CV-09-00372025CP ("Class Members").

Aboriginal and Treaty Rights

10. The indigenous peoples from whom Ms. Charlie, Ms. White and Ms. Riddle have descended have exercised laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. The Plaintiffs and Class Members' aboriginal and treaty rights 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.

Delegation of Indian Child Welfare Services

11. The Defendant delegated Indian child welfare services to the provinces and territories largely through bilateral agreements entered into between the Defendant and each province and territory (each a "Delegation Agreement", collectively the "Delegation Agreements").

12. It was an express or implied term of each Delegation Agreement that provincial or territorial Children's Aid Societies or related agencies (the "Agencies") would provide child welfare services to Indian children and communities and that the Defendant would reimburse the Agencies on the basis of a daily charge for family services and the maintenance and supervision of each Indian child in care. While the dates during which the Sixties Scoop occurred in each province and territory varied, the phenomenon commenced in

the early 1950s and continued until the mid-1990s.

13. As a consequence of the Defendant's actions, both in entering into the Delegation Agreements and thereafter, Indian children were apprehended by the Agencies and removed from their indigenous families and communities and placed in the care of non-indigenous foster or adoptive homes.

14. The Defendant's actions authorized a child welfare program that systemically eradicated the culture, society, language, customs, traditions, practices and spirituality of Indian children in each province and territory.

15. The Defendant's conduct was an improper and unlawful delegation of the Defendant's constitutional obligations arising under the *Constitution Act, 1867* (U.K.), 30 & 31 Vict., c. 3, s. 91(24) and the *Constitution Act, 1982*, s. 35, being Schedule B to the *Canada Act 1982 (UK)*, 1982 c 11 and were in contravention of the treaties between the Defendant and indigenous peoples. The Defendant's actions were also in contravention of the United Nations Genocide Convention to which Canada is a signatory.

The Representative Plaintiffs

Catriona Charlie

16. When Ms. Charlie was born on July 26, 1968 in Campbell River, British Columbia, she was immediately taken from her birth mother by BC Child Welfare.

17. Ms. Charlie spent the first 16 months of her life in a non-indigenous foster home. In November of 1969, Ms. Charlie was provisionally adopted. The adoption was finalized in February of 1972. Ms. Charlie's adoptive parents and four sisters were non-indigenous.

18. When Ms. Charlie was approximately 10 years old, she moved with her adoptive father and sisters to Edinburgh, Scotland. While in Scotland, Ms. Charlie was completely isolated from her indigenous-Canadian community. She was thousands of kilometers from her Namgis home and had no reasonable opportunity to maintain contact with her Namgis family and community.

19. While living in foster care and with her adoptive family throughout her childhood and teenage years, Ms. Charlie had no reasonable opportunity to maintain any connection with the traditions, language, customs, religion, heritage and culture of her Namgis community,

and had no reasonable opportunity to exercise her aboriginal rights as a Namgis.

20. Ms. Charlie entered adulthood with a significantly impaired knowledge and experience of what it meant to be Namgis.

21. On June 24, 1994, Ms. Charlie moved from Scotland to the reserve land of her Namgis people in Alert Bay. She had hoped to connect with her birth family and learn the Namgis language, religion and culture.

22. Unfortunately, Ms. Charlie's birthmother had died in 1978, and Ms. Charlie generally felt awkward, alienated and alone in Alert Bay. She left Alert Bay after 2 years.

23. Ms. Charlie suffers from low self-esteem and, to this day, feels as though there is nowhere that she belongs.

Wendy Lee White

24. Ms. White was born Pauline Nuna on July 3, 1972 to an Innu mother in North West River, Labrador. Ms. White's biological father was not in her life.

25. Ms. White lived with her mother and various relatives until approximately 16 months of age when she was taken by Nfld Child Welfare and placed in foster care with non-indigenous parents. On or about May 3, 1975, Ms. White was adopted by a non-indigenous family. She was given a new name and a birth certificate from Corner Brook, Newfoundland.

26. Growing up, Ms. White never felt like she fit in. She experienced racism and was often ridiculed. Ms. White was not taught about her indigenous heritage, culture, traditions, customs and language. She had no reasonable opportunity to maintain contact with her Sheshatshiu Innu family and community.

27. Just prior to her nineteenth birthday, Ms. White learned that she was a member of the Sheshatshiu Innu First Nation. In the fall of 1997, Ms. White met with her biological mother and siblings.

28. In 2002, after completing her Master of Social Work, she moved to Goose Bay, Newfoundland. While Ms. White was excited to be working in close proximity to her people in Sheshatshiu and Natuashish, her excitement was short-lived. Ms. White tried to fit into – and identify with – the Innu culture she was born into, but she did not speak the language and did not understand the culture. Ms. White became emotionally, psychologically and

spiritually overwhelmed. She felt alienated, anxious, hopeless, sad and resentful. She felt as if she did not belong anywhere.

29. Ms. White's experiences have significantly impacted her interpersonal relationships. She has difficulty opening up to others and suffers from low self-esteem, low self-worth and self-loathing.

Jessica Riddle

30. Jessica Riddle was born on September 26, 1983 in Yellowknife, Northwest Territories. Immediately after her birth, Ms. Riddle was taken from her birth parents by NWT Child Welfare.

31. Ms. Riddle was adopted out to a non-indigenous family in Hay River, Northwest Territories. Shortly after the adoption, the family moved to Bridgewater, Nova Scotia, thousands of kilometres away from Ms. Riddle's indigenous family and community. While in Bridgewater, Ms. Riddle felt like an "outsider", and she had no reasonable opportunity to maintain contact with her indigenous family and community. She never developed a trusting relationship with her adoptive parents and had difficulties forming social bonds.

32. While living with her adoptive family throughout her childhood and teenage years, Ms. Riddle had no reasonable opportunity to maintain any connection with the traditions, language, customs, religion, heritage and culture of her indigenous community, and had no reasonable opportunity to exercise her aboriginal rights.

33. At the age of 23, Ms. Riddle's biological mother located her, and Ms. Riddle was united with her birth family. Ms. Riddle moved back to the Northwest Territories to reconnect with her family and indigenous community.

34. Unfortunately, integrating herself back into her community has proven challenging. Ms. Riddle does not speak the native language and does not have the cultural knowledge that she would have gained had she grown up within her indigenous community.

35. As a consequence of these experiences, Ms. Riddle has suffered and continues to suffer from depression and self-confidence issues. She requires counselling and psychological support.

Commencing this Action

Discoverability

36. Ms. Charlie was unable to bring an action in respect of her injury, damage or loss as a consequence of her profound concern for the harmful impact that litigation would have on the wellbeing of her Namgis family and community and on her adoptive father and sisters. Ms. Charlie's interests and circumstances were so pressing that she could not reasonably consider commencing litigation until 2016.

37. As a consequence of her emotional and psychological state, Ms. White could not consider commencing litigation in relation to the Sixties Scoop. In 2017, Ms. White's emotional state stabilized, and she was able to reasonably consider bringing an action against the Defendant.

38. Ms. Riddle's depression prevented her from bringing an action against the Defendant in relation to the Sixties Scoop. It was not until 2016 that Ms. Riddle's depression was under control, and she was reasonably able to consider commencing litigation.

Duties of the Defendant

Generally

39. The Defendant had a duty to protect and preserve Indian children's culture and identity both when entering into the Delegation Agreements and after the children were placed in non- indigenous homes. Indian children and their families were and are entitled to a special duty of care, good faith, honesty and loyalty from the Defendant.

40. At all relevant times the Defendant was responsible for:

- a. the administration of the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes as well as any other statutes relating to Indians and all Regulations promulgated under these Acts and their predecessors;
- b. the promotion of the physical and mental health, safety and wellbeing of Indians in Canada;
- c. the management, operation and administration of the Department of Indian Affairs and Northern Development and its predecessor Ministries and

Departments;

- d. decisions, procedures, regulations promulgated, operations and actions taken by the Department of Indian Affairs and Northern Development, its employees, servants, officers and agents and their predecessors;
- e. the financing of Indian child welfare services in the provinces and territories, including the incentivised payments to the provinces and territories for family services and the maintenance and supervision of each Indian child in care;
- f. preserving and not interfering with the aboriginal rights of Indian children in care, including the right to:
 - i. retain their status as Indians;
 - ii. benefit from indigenous laws, customs and traditions in relation to citizenship, adoption, family care, marriage, property and use of resources;
 - iii. retain and practice their culture, religion, language and traditions;
 - iv. fully learn their culture, religion, language and traditions from their families and communities; and
 - v. obtain monetary benefits under the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes and related legislation and policies;
- g. preserving and not interfering with the treaty rights of Indian children in care; and
- h. preserving the estates of reserve resident Indians, including carrying out the terms of wills of deceased reserve resident Indians and administering the property of reserve resident Indians who die intestate.

Fiduciary Duty

- 41. The Defendant stands in a fiduciary relationship with Canada's indigenous peoples.
- 42. The Defendant has an ongoing obligation to consult with indigenous peoples on matters relevant to indigenous peoples' interests.
- 43. At all material times, the Plaintiffs and Class Members were particularly vulnerable and – being children taken away from their families, homes and communities – were in need of protection.

44. At all material times, the Defendant had undertaken to act in the best interests of Indian children.

45. Indigenous identity and culture were legal or substantial practical interests of Indian children. The Defendant was required to take steps to safeguard, monitor, preserve, secure and protect these interests.

46. At all material times, the Defendant assumed such a degree of discretionary control over the protection and preservation of the identity and culture of Indian children that it amounted to a direct administration of those interests.

47. The Defendant's fiduciary duty owed to Indian children was, at all material times, a non-delegable duty. This duty continued despite the fact that the Defendant entered into the Delegation Agreements with the provinces and territories.

Common Law Duty

48. At all material times, the Defendant owed a common law duty of care to take steps to prevent indigenous children who were placed in the care of non-indigenous foster or adoptive parents from losing their indigenous identity.

49. In one or more of the Delegation Agreements, the Defendant undertook the obligation to consult with Indian Bands regarding the provision by the Agencies of child welfare services to Indian children. The Indian Bands were third-party beneficiaries under the Delegation Agreements. A special relationship – to which the law attached a duty of care – existed as between the Defendant and the Indian Bands. This special relationship, by extension, existed as between the Defendant and the Indian children who were apprehended during the Sixties Scoop, namely the Plaintiffs and Class Members.

50. In the alternative, a common law duty of care arose by virtue of the relationship of proximity that existed between the Defendant and Indian children who were apprehended during the Sixties Scoop. Proximity between the Defendant and Class Members is supplemented by the acknowledged fiduciary duty in existence between them in respect of specific interests.

51. The Delegation Agreements evidence that the Defendant assumed an obligation to provide child welfare programs to Indian children. The Defendant established, supervised,

financed, regulated and controlled the provision of child welfare services to Indian children. Given the long-standing historical and constitutional relationship between the Defendant and indigenous peoples, the Defendant knew or ought to have known that failure on its part to take reasonable care to ensure that the child welfare services provided to Indian children were executed in a manner that took into account the protection and preservation of their indigenous identity and culture, would cause harm to the Indian children.

Breach of the Defendant's Duties

52. The Defendant breached its fiduciary and common law duties by, *inter alia*:

- a. failing to ensure that the Agencies delivered an appropriate child welfare program for indigenous children;
- b. failing to take reasonable steps to prevent the Plaintiffs and Class Members from being placed in the care of non-indigenous foster and adoptive parents;
- c. supporting or acquiescing in the apprehension and removal of the Plaintiffs and Class Members from their indigenous family and community and their placement in the care of non-indigenous foster and adoptive parents;
- d. failing to properly monitor and oversee the provision of funding it made to the provinces and territories with respect to child welfare programs for indigenous children;
- e. failing to take reasonable steps to prevent the Plaintiffs and Class Members from losing their indigenous identity and culture;
- f. failing to ensure that adequate services were provided to the Plaintiffs and Class Members to enable them to exercise their indigenous culture, language, religion, customs, rights, benefits and traditions during the period of placement in non-indigenous homes;
- g. failing to advise the Plaintiffs and Class Members of their status as Indians, including failing to provide essential information about the indigenous identity of the Plaintiffs and Class Members to their non-indigenous foster and adoptive parents;
- h. supporting or acquiescing in denying the Plaintiffs and Class Members a reasonable opportunity to exercise their rights as Indians, including aboriginal rights and treaty

- rights;
- i. failing to ameliorate the harmful effects of the Delegation Agreements and the delegation of Indian child welfare services to the provinces and territories;
 - j. failing to provide information, to their non-indigenous foster and adoptive parents, about the financial benefits to which the Plaintiffs and Class Members were entitled;
 - k. failing to provide the financial benefits to which the Plaintiffs and Class Members were entitled under the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes and related legislation and policies;
 - l. failing to assure that indigenous children were made aware of their treaty and aboriginal rights;
 - m. failing to consult with Indian Bands and other indigenous stakeholders about the delegation of child welfare services to the provinces and territories, the provision of funding to the provinces and territories for that purpose, and the policies and practices that would be adopted by the Agencies with respect to the removal of indigenous children from their homes and their subsequent placement in non-indigenous foster and adoptive homes and the related or anticipated consequences of those practices;
 - n. permitting unqualified individuals to hire servants, agents and employees to administer and operate foster homes;
 - o. permitting unqualified and otherwise unsuitable individuals to act as adoptive parents without proper screening and investigation as to the risks of abuse;
 - p. failure to protect the Plaintiffs and Class Members from harm;
 - q. failure in general to take proper and reasonable steps to prevent injury to the Plaintiffs' and Class Members' physical health and mental well-being and moral safety while the Plaintiffs and Class Members were resident at foster homes, and when they were adopted by non-aboriginal families;
 - r. having occupied a position analogous to that of a parent, failing to establish and maintain systems to protect the Plaintiffs and Class Members as a good parent should;
 - s. the cause of the physical and sexual assaults surrounding circumstances that were or

ought to have been within the knowledge of the Defendant and would not have occurred but for the negligence of the Defendant; and

t. actively promoting a policy of cultural assimilation.

53. The actions and omissions of the Defendant were acts of fundamental disloyalty, betrayal and dishonesty to the Plaintiffs and Class Members.

54. The provision of funding through the various Delegation Agreements did not absolve the Defendant from its duty to take reasonable steps to prevent vulnerable indigenous children from losing their cultural identity, their status and their treaty and other benefits as a by-product of the child welfare policies implemented in Canada.

55. Pursuant to the *Crown Liability and Proceedings Act*, RSC 1985, c C-50, the Defendant is vicariously liable for the negligent acts and omissions of its employees, servants and agents, including but not limited to the acts and omissions of BC Child Welfare, Nfld Child Welfare, NWT Child Welfare and other Agencies.

Ongoing Loss and Damage

56. As a consequence of the Defendant's breaches of its fiduciary and common law duties, as set out above, the Plaintiffs and Class Members were and are subjected to ongoing loss or damage. Particulars of the past and ongoing loss or damage suffered by the Plaintiffs and Class Members include:

- a. loss of their indigenous culture and identity;
- b. loss of their indigenous customs, language, religion, spirituality and traditions;
- c. loss of opportunity to exercise their aboriginal rights;
- d. loss of opportunity to exercise their treaty rights;
- e. loss of their status as Indians;
- f. isolation from their families, communities and reserve land;
- g. loss of self-esteem and self-worth;
- h. social dysfunctionality and alienation from family, spouses and children;
- i. forced cultural assimilation;
- j. loss of ability to parent;
- k. deprivation of one's ability to pass one's culture and identity on to one's children;

- l. alienation and the inability to cope in social situations;
- m. physical, sexual, emotional, spiritual and psychological abuse and suffering;
- n. psychological injury, including depression, anxiety, emotional dysfunction, suicidal ideation and loss of self-worth;
- o. addiction, including addiction to alcohol, prescription and non-prescription drugs;
- p. pain and suffering;
- q. deprivation of reserve or related land;
- r. loss of opportunity to benefit from the financial and other benefits to which they were entitled under the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes and related legislation and policies;
- s. loss of opportunity to benefit from unclaimed estates to which they were entitled;
- t. loss of ability to obtain proper education or employment;
- u. loss of income, loss of competitive advantage in the employment field, loss of income earning potential and loss of income earning capacity; and
- v. the cost of required psychological, psychiatric and medical treatment, including but not limited to the cost of counselling, rehabilitation, therapy, mediation and hospitalization.

Punitive Damages

57. As set out in detail in this claim, the actions of the Defendant were reprehensible and showed a callous disregard for the Plaintiffs' and Class Members' rights.

58. The conduct of the Defendant was deliberate, lasted for decades and represented a marked departure from ordinary standards of decent behaviour.

59. Compensatory damages are insufficient in this case. The conduct of the Defendant merits punishment and warrants a claim for punitive damages. A punitive damage award is necessary to express society's condemnation of the conduct of the Defendant, and to achieve the goals of both general and specific deterrence.

Disgorgement

60. Throughout the Sixties Scoop, the Plaintiffs and Class Members were deprived of their status and the financial benefits to which they were entitled under the *Indian Act*, RSC

1985, c I- 5 and its predecessor statutes and related legislation and policies. The Defendant wrongfully retained these monies and the value of these benefits.

61. The Plaintiffs and Class Members received differential treatment as compared to other indigenous persons in Canada who were not apprehended during the Sixties Scoop.

62. The Defendant should be required to disgorge the profits and other financial benefits that it inequitably acquired by virtue of its wrongful acts and omissions.

Quebec Class Members

63. Where the acts and omissions of the Defendant and its agents and servants took place in Quebec, they constitute fault giving rise to extra-contractual liability pursuant to the *Civil Code of Quebec*, CQLR c C-1991, c 64. The Defendant's acts and omissions also constitute fault giving rise to extra-contractual civil liability pursuant to the *Crown Liability and Proceedings Act*, RSC 1985, c C-50 and the *Interpretation Act*, RSC 1985, c 1-21.

64. The Defendant is liable to pay damages - including punitive damages - to the Plaintiffs and Class Members pursuant to the *Civil Code of Quebec*, CQLR c C-1991, c 64.

Legislation

65. The Plaintiffs and Class Members plead and rely upon, *inter alia*:

- a. *Civil Code of Quebec*, CQLR c C-1991, c 64
- b. the common law
- c. *Constitution Act*, 1867, 30 & 31 Victoria, c 3 (UK)
- d. *Constitution Act*, 1982, being Schedule B to the Canada Act 1982 (U.K.), 1982 c 11
- e. *Crown Liability and Proceedings Act*, RSC 1985, c C-50
- f. *Federal Courts Act*, RSC, 1985, c F-7
- g. *Federal Courts Rules*, SOR/98-106
- h. *Indian Act*, RSC 1952, c 149
- i. *Indian Act*, RSC 1985, c I-5
- j. *Indian Estates Regulations*, SOR/55-285
- k. *Interpretation Act*, RSC 1985, c 1-21
- l. all other comparable and relevant acts and regulations in Canada

Place of Trial

The Plaintiffs propose that this action be tried at the City of Vancouver, in the Province of British Columbia.

Date:

Lawyers for the Plaintiffs, Catriona Charlie,
Jessica Riddle and Wendy White

Klein Lawyers LLP
David A. Klein
Douglas Lennox

Angela Bessflug
400 – 1385 West 8th Avenue
Vancouver, BC V6H 3V9
Telephone: 604-874-7171
Fax: 604-874-7180

Merchant Law Group LLP
E. F. Anthony Merchant, Q.C.
2401 Saskatchewan Drive Regina,
Saskatchewan S4P 4H8
Telephone: 306-653-7777
Fax: 304-975-1983

Koskie Minsky LLP
Kirk M. Baert Celeste
Poltak Garth Myers
20 Queen Street West, Suite 900
Toronto, ON M5H 3R3 Telephone:
416-5959-2701
Fax: 416-204-2909

*THIS IS EXHIBIT "109" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Federal Court



Cour fédérale

Date: 20180110

Docket: T-2212-16

Montréal, Quebec, January 10, 2018

PRESENT: The Honourable Mr. Justice Shore

BETWEEN:

JESSICA RIDDLE, WENDY LEE WHITE
AND CATRIONA CHARLIE

Plaintiff

and

HER MAJESTY THE QUEEN

Defendant

ORDER

WHEREAS the Plaintiffs and the Defendant have entered into the Settlement Agreement in respect of the Plaintiffs' claims against the Defendant;

THIS COURT ORDERS that:

1. Notice substantially in the form attached as Schedule "A" be and hereby is approved, subject to the right of the parties to make non-material amendments as may be necessary or desirable and subject to a French language translation of the notice which is to be agreed upon by the parties.

2. Notice shall be disseminated in the manner set out in Schedule "B" (the "Notice Plan").
3. The Notice Plan shall be completed by no later than forty (40) days after this Order.
4. The Notice Plan satisfies the requirements of sections 334.34, 334.35, 334.36 and 334.37 of the *Federal Courts Rules* and shall constitute good and sufficient service upon class members and all affected parties of notice of the Order approving the Settlement Agreement.
5. Any persons wishing to object to the settlement or class counsel fees shall deliver a notice of objection substantially in the objection form attached hereto within Schedule "A" (the "Notice of Objection") to be received by no later than April 30, 2018 (the "Objection Deadline") by mail, courier or email, to the contact information indicated on the Notice of Objection, and that any Notice of Objection received later than the Objection Deadline shall not be filed with the Court or considered at the hearing to approve the settlement.
6. The Cost of the Notice Plan shall be paid for by the Defendant.

"Michel M.J. Shore"

Judge

SCHEDULE "A"

PUBLICATION NOTICE

LEGAL NOTICE

Sixties Scoop Survivor?

A proposed settlement may affect you. Please read this notice carefully.

The Federal Government of Canada and certain survivors of the Sixties Scoop have reached a settlement of class action lawsuits that provides compensation for certain survivors of the Sixties Scoop. The settlement must be approved by the courts before there is any money available.

WHO IS INCLUDED?

The settlement includes all registered Indians (as defined in the *Indian Act*) and Inuit persons or people eligible to be registered Indians or Inuit who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (the "**Class Members**"). All Class Members except those who validly opt out will be bound by the settlement if it is approved and will be covered by the releases in the settlement

WHAT DOES THE SETTLEMENT PROVIDE?

If the settlement is approved:

- (a) a Foundation will be created to enable change and reconciliation and, in particular, access to healing/wellness, commemoration and education activities for communities and individuals; and
- (b) compensation will be available for all Class Members who were adopted or made permanent wards and who were alive on February 20, 2009 (the "**Eligible Class Members**").

If you are not a Class Member:

- (a) you will be entitled to share in the benefits of the Foundation; and
- (b) you will not give up your right to sue Canada for the claims being resolved by this settlement.

If you are not an Eligible Class Member, you will not be entitled to compensation from the settlement.

HOW DO I GET THIS MONEY?

If the settlement is approved by the courts, you can make a claim for money. You must fill in a Claim Form and send it to the claims office. More information on how you make a claim will be available if the settlement is approved.

HOW MUCH MONEY WILL I GET?

Your payment will depend on how many Eligible Class Members submit claims in the settlement. The details are explained in the settlement agreement. A copy of the settlement agreement is available here: sixtiesscoopsettlement.info

The lawyers are also seeking approval of legal fees in the amount of \$75 million plus taxes, or 10% of the total possible compensation fund. The legal fees will be paid by Canada in addition to the compensation received by survivors of the Sixties Scoop.

WHAT IF I DON'T AGREE WITH THE SETTLEMENT?

If you do not agree with the settlement, you can do one of the four things set out below.

1. Object

Write a letter that includes your name, address and telephone number and explain why you object to the settlement or use the Objection Form which can be found at sixtiesscoopsettlement.info. You must mail your Objection Form before **April 30, 2018** to: **Sixties Scoop Class Action**, c/o Collectiva Class Action Services Inc., 1176 Bishop Street, suite 208, Montreal, Quebec, H3G 2E3 or sixtiesscoop@collectiva.ca

2. Go to a Hearing

You can attend court in Saskatoon, Saskatchewan on May 10, 2018 at 10:00 a.m. and at Toronto, Ontario on May 29, 2018 at 10:00 a.m. to voice your concerns.

3. Videoconference into a Hearing

The Courts will consider making special arrangements to permit an objector who wishes to appear in person, but is not able to, to appear via videoconferencing at select locations of the Federal Court. More information about videoconferencing is available at sixtiesscoopsettlement.info

4. Do Nothing

Give up your right to object to the settlement.

WANT MORE INFORMATION?

Visit sixtiesscoopsettlement.info, call 1-(844)-287-4270, or email sixtiesscoop@collectiva.ca.

DO YOU KNOW ANY OTHER SURVIVORS OF THE SIXTIES SCOOP?

Please share this information with them.

LONG FORM NOTICE**PROPOSED SETTLEMENT OF SIXTIES SCOOP CLASS ACTION****Are you a Sixties Scoop survivor?**

A proposed settlement may affect you.

Please read this notice carefully.

The Ontario Superior Court and the Federal Court authorized this notice. This is not a solicitation from a lawyer.

- Survivors of the Sixties Scoop sued the Federal Government of Canada ("**Canada**").
- The representative survivors and Canada have now reached a settlement that provides compensation for certain survivors of the Sixties Scoop.
- The settlement must be approved by the courts before there is any money or other benefits available.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT

OBJECT: Write to the court if you do not like the settlement.

GO TO A HEARING: Ask to speak in court about the settlement on May 10, 2018 at 10:00 a.m. in Saskatoon, Saskatchewan or May 29, 2018 at 10:00 a.m. Toronto, Ontario, or via videoconferencing at select locations of the Federal Court.

DO NOTHING: Give up any right you might have to object to the settlement.

- These rights and options and the deadlines to exercise them are explained in this notice.
- The courts in charge of this case still have to decide whether to approve the settlement. The courts will hear submissions about the approval of the settlement in Saskatoon Saskatchewan on May 10 and 11, 2018 at 10:00 a.m and in Toronto, Ontario on May 29 and 30, 2018 at 10:00 a.m. Money and other benefits will only be made available if the courts approve the settlement and after any appeals are resolved. Please be patient.

What This Notice Contains

BASIC INFORMATION

1. Why did I get this notice?
2. What was the Sixties Scoop?
3. What is a class action?
4. What do the lawsuits complain about?
5. Why is there a settlement?

WHO IS INCLUDED IN THE SETTLEMENT?

6. Who is included in the settlement?
7. What if I am not sure whether I am included in the settlement?

SETTLEMENT BENEFITS?

8. What does the settlement provide?
9. How will the lawyers be paid?
10. When will I receive my payment?
11. What am I giving up in the settlement?
12. Can I remove myself from the settlement?

HOW TO RECEIVE A PAYMENT?

13. How can I receive a payment?
14. How will payments be calculated?
15. What if my claim is denied?

THE LAWYERS REPRESENTING YOU

16. Who are the lawyers for the plaintiffs?

OBJECTING TO THE SETTLEMENT

17. How do I tell the court if I do not like the settlement?

THE APPROVAL HEARING

18. When and where will the court decide whether to approve the settlement?
19. Do I have to attend the hearing?
20. May I speak at the hearing?
21. What if I do nothing?

GETTING MORE INFORMATION

22. How do I get more information?

BASIC INFORMATION**1. Why did I get this notice?**

The Ontario Superior Court and the Federal Court authorized this notice to let you know about a proposed settlement and about all of your options before the courts decide

whether to give final approval to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

2. What was the Sixties Scoop?

Between 1951 and 1991, Indian and Inuit children were taken into care and placed with non-Indigenous parents where they were not raised in accordance with their cultural traditions nor taught their traditional languages (the "Sixties Scoop").

3. What is a class action?

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

The survivors of the Sixties Scoop that commenced the lawsuits are called the "**Representative Plaintiffs**." The Federal Government of Canada is called "**Canada**".

4. What do the lawsuits complain about?

This lawsuits claim that Indian children who were victims of the Sixties Scoop lost their cultural identity and suffered psychologically, emotionally, spiritually and physically. They were also deprived of their status, their aboriginal and treaty rights and monetary benefits to which they were entitled pursuant to the *Indian Act*, RSC 1985, c I-5 and related legislation and policies.

5. Why is there a settlement?

The Representative Plaintiffs and Canada have agreed to a settlement. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining judgment, and Class Members receive the benefits described in this notice. In this case, it also means that the Class Members will not need to testify in court. By settling this class action, the Representative Plaintiffs and Canada have also been able to create a Foundation to enable change and reconciliation. The Representative Plaintiffs and their lawyers think the proposed settlement is in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

6. Who is Included in the Settlement?

The settlement includes all registered Indians (as defined in the *Indian Act*) and Inuit persons or people eligible to be registered Indians or Inuit who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (the "**Class Members**"). All Class Members except those who validly opt out will be bound by the settlement if it is approved and will be covered by the releases in the settlement

7. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, you may call 1-(844)-287-4270 with questions or visit sixtiesscoopsettlement.info or sixtiesscoop@collectiva.ca.

SETTLEMENT BENEFITS

8. What does the settlement provide?

If the settlement is approved and becomes final, it will provide compensation to all Class Members who were adopted or made permanent wards and who were alive on February 20, 2009 (the "**Eligible Class Members**").

The settlement will also establish a foundation (the "**Foundation**") to enable change and reconciliation and, in particular, access to education, healing/wellness and commemoration activities for communities and individuals. The Foundation is intended to bridge the generations and give meaning to suffering as well as to provide healing and reconciliation for the whole of Canada, now and for the future. Benefits from the Foundation are not restricted to Class Members.

Canada has agreed to fund the Foundation in the amount of at least \$50 million to enable change and reconciliation and, in particular, access to education, healing/wellness and commemoration activities for communities and individuals.

Canada has also agreed to make payments to Eligible Class Members as follows:

- If fewer than 20,000 Eligible Class Members submit claims, each Eligible Class Member will receive an amount equal to \$500 million divided by the number of Eligible Class Members who submit claims, to a maximum for \$50,000 per person.
- If between 20,000 and 30,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$25,000.
- If more than 30,000 Eligible Class Members submit claims, each Eligible Class Member will receive an amount equal to \$750 million divided by the number of Eligible Class Members who submit claims.

For example:

- if 5,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$50,000;
- if 10,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$50,000;
- if 15,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$33,333.33;
- if 20,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$25,000;

- if 25,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$25,000;
- if 35,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$21,428.57;

If there are fewer than 20,000 claims by Eligible Class Members and the total amount paid to Eligible Class Members is less than \$500 million, the difference between the total amount paid to Eligible Class Members and \$500 million shall be paid to the Foundation.

More details are in a document called the Settlement Agreement, which is available at sixtiesscoopsettlement.info

9. How will the lawyers be paid?

Class Counsel will not be paid until the courts declare that the fees being paid are fair and reasonable.

Class Counsel will ask for approval of fees in the amount of \$75 million plus applicable tax, or 10% of the total possible compensation fund. The courts will decide the amount of fees and disbursements to award.

10. When will I receive my payment?

Eligible Class Members whose claims are approved will receive their payments after their claims are assessed.

Before anyone can file a Claim Form or be assessed, the courts must decide whether to grant final approval of the settlement and any appeals must be resolved (see “**The Approval Hearing**” below). If there are appeals, resolving them can take time. Please be patient.

If the settlement is approved, Eligible Class Members that file a Claim Form which is approved will be paid after all claims have been assessed and the payment amounts are determined.

11. What am I giving up in the settlement?

Once the settlement becomes final, you will give up your right to sue Canada for the claims being resolved by this settlement. You will be “releasing” Canada as described in the Settlement Agreement, which means you cannot sue Canada for anything at all related to the Sixties Scoop. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 16 or you can, of course, talk to your own lawyer if you have questions about what this means.

12. Can I remove myself from the settlement?

You can only remove yourself from the settlement if you belong to the following group:

All Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents, other than Indian children who were taken from their homes on reserves in Ontario between December 1, 1965 and December 31, 1984 and were placed in the care of non-aboriginal foster or adoptive parents who did not raise the children in accordance with the aboriginal person's customs, traditions and practices.

If the settlement is approved, individuals who fall within this group will have an opportunity to exclude yourself by filling out and submitting an opt out form. More information about excluding yourself from the settlement will be available if the settlement is approved.

Indian children who were taken from their homes on reserves in Ontario between December 1, 1965 and December 31, 1984 and were placed in the care of non-aboriginal foster or adoptive parents who did not raise the children in accordance with the aboriginal person's customs, traditions and practices have already had an opportunity to remove themselves from the class action.

HOW TO RECEIVE A PAYMENT

13. How can I receive a payment?

You can only make a claim under the settlement if the settlement is approved by the courts. If the settlement is approved, to ask for a payment, complete and submit the required Claim Form. All claims will be assessed by the Claims Administrator. Eligible Class Members will not need to testify in court.

Claim forms will be available at sixtiesscoopsettlement.info or by calling 1-(844)-287-4270 after the settlement is approved by the courts.

14. How will payments be calculated?

The Claims Administrator will review your Claim Form and determine if you qualify for a payment. If you do, the Claims Administrator will determine the amount of your payment based on the total number of approved Claim Forms.

15. What if my claim is denied?

If your claim is denied, you will receive notice and may request a reconsideration of your claim before the Reconsideration Officer. The Reconsideration Officer's decision is final.

THE LAWYERS REPRESENTING YOU

16. Who are the lawyers for the Plaintiffs?

The lawyers for the Plaintiffs are:

- Wilson Christen LLP and Morris Cooper of Toronto, Ontario;
- Koskie Minsky LLP of Toronto, Ontario;

- Merchant Law Group of Regina, Saskatchewan; and
- Klein Lawyers of Vancouver, British Columbia.

If you want to be represented by or receive advice from another lawyer, you may hire one to appear in court for you at your own expense.

OBJECTING TO THE SETTLEMENT

17. How do I tell the court if I do not like the settlement?

You can object to the settlement if you do not like some part of it. The courts will consider your views. To object, you must submit an Objection Form that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Sixties Scoop settlement;
- The reasons you object to the settlement, along with any supporting materials;
- The location where you were taken from your home; and
- Your signature.

You must mail or email your objection, postmarked by April 30, 2018 to:

Sixties Scoop Class Action

Collectiva Class Action Services Inc.
1176 Bishop Street, suite 208
Montreal, Quebec, H3G 2E3

Email: sixtiesscoop@collectiva.ca

THE APPROVAL HEARING

The Ontario Superior Court and the Federal Court will hold hearings in May 2018 to decide whether to approve the settlement and the request for fees and taxes. You may attend and you may ask to speak, but you do not have to.

18. When and where will the court decide whether to approve the settlement?

The Federal Court will hold an approval hearing in Saskatoon, Saskatchewan on May 10 and 11, 2018 at 10:00 a.m.

The Ontario Superior Court will hold an approval hearing in Toronto, Ontario on May 29 and 30, 2018 at 10:00 a.m.

The hearings may be moved to different dates or times without additional notice, so it is a good idea to check sixtiesscoopsettlement.info or call 1-(844)-287-4270 in advance if you are planning to attend.

At these hearings, the courts will consider whether the settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the courts will consider them and will listen to people who have asked to speak at the hearing. The courts may

also decide how much to pay Class Counsel. After the hearing, the courts will decide whether to approve the settlement. It is not known how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will answer questions the courts may have. However, you or your own lawyer are welcome to attend at your own expense or videoconference into the hearings to voice your concerns. If you send an objection, you do not have to come to the courts to talk about it. As long as you mailed your written objection on time, the courts will consider it. You may also have your own lawyer attend, but it is not necessary. The Court will consider making special arrangements to permit an objector who wishes to appear in person to appear at select locations of the Federal Court via videoconferencing. More information about videoconferencing is available at sixtiesscoopsettlement.info.

20. May I speak at the hearing?

Yes, you may ask the courts for permission to speak at the approval hearings. To do so you must file a Notice of Objection and indicate that you wish to speak at an approval hearing.

21. What if I do nothing?

If you do nothing, you are choosing not to object to the settlement. The approval hearings will proceed and the courts will consider whether the settlement is fair, reasonable, and in the best interests of the Class without your views on the matter.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at sixtiesscoopsettlement.info. You can send your questions to **Sixties Scoop Class Action**, c/o Collectiva Class Action Services Inc., 1176 Bishop Street, suite 208, Montreal, Quebec, H3G 2E3 or by email at sixtiesscoop@collectiva.ca. You may also call the toll free number 1-(844)-287-4270.

- I have enclosed copies of documentation supporting my objections.
- I have **NOT** enclosed documentation supporting my objections and I do not intend to provide any.

The location where I was taken from my home is:

Address:

- I do **NOT** intend to appear at or videoconference into the hearings of the motions to approve the settlement, and I understand that my objection will be filed with the court prior to the hearing of the motion on May 10 and 11, 2018 in Saskatoon, Saskatchewan and May 29 and 30, 2018 in Toronto, Ontario.
- I intend to appear, in person or by counsel, and to make submissions at the hearing.
- I intend to appear at the motion to approve the settlement in Saskatoon, Saskatchewan on May 10 and 11, 2018 at 10:00 a.m.; or
- I intend to appear at the motion to approve the settlement in Toronto, Ontario on May 29 and 30, 2018 at 10:00 a.m.
- I intend to videoconference into and to make submissions at the hearing. More information about videoconferencing is available at sixtiesscoopsettlement.info

MY ADDRESS FOR SERVICE IS:

Name:
Address:

Tel.:
Fax:
Email:

MY LAWYER'S ADDRESS FOR SERVICE IS (if applicable, but you do not need a lawyer to object):

Name:
Address:

Tel.:
Fax:
Email:

Date: _____

Signature: _____

PRESS RELEASE

PROPOSED SETTLEMENT OF SIXTIES SCOOP CLASS ACTION

[Date] – The representatives of certain survivors of the Sixties Scoop have reached a settlement agreement with the Federal Government of Canada ("Canada") that provides compensation for certain survivors of the Sixties Scoop. The settlement must be approved by the courts before there is any money or other benefits available. Your legal rights are affected even if you do nothing. Please read this notice carefully.

This lawsuit claims that Indian children who were victims of the Sixties Scoop lost their cultural identity and suffered psychologically, emotionally, spiritually and physically. They were also deprived of their status, their aboriginal and treaty rights and monetary benefits to which they were entitled pursuant to the *Indian Act*, RSC 1985, c I-5 and related legislation and policies.

The representatives of certain survivors of the Sixties Scoop and Canada have agreed to a settlement. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining judgment, and certain survivors of the Sixties Scoop receive the benefits described in the settlement agreement. By settling this class action, the representatives of certain survivors of the Sixties Scoop and Canada have also been able to create a Foundation to enable change and reconciliation.

The courts in charge of this case still have to decide whether to approve the settlement. The courts will hear submissions about the approval of the settlement on May 10 and 11, 2018 at 10:00 a.m in Saskatoon, Saskatchewan and May 29 and 30, 2018 at 10:00 a.m in Toronto, Ontario. Payments and other benefits will only be made available if the courts approve the settlement and after any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS FOR THIS PROPOSED SETTLEMENT**1. Object**

Write a letter that includes your name, address and telephone number and explain why you object to the settlement. You can use the Objection Form which can be found at sixtiesscoopsettlement.info. You must mail or email your Objection Form before April 30, 2018 to: **Sixties Scoop Class Action**, c/o Collectiva Class Action Services Inc., 1176 Bishop Street, suite 208, Montreal, Quebec, H3G 2E3 or sixtiesscoop@collectiva.ca.

2. Go to the Hearing

You can attend at court in Saskatoon, Saskatchewan on May 10 and 11, 2018 at 10:00 a.m. and in Toronto, Ontario on May 29 and 30, 2018 at 10:00 a.m. to voice your concerns.

3. Videoconference into the Hearing

The Courts will consider making special arrangements to permit an objector who wishes to appear in person, but is not able to, to appear via videoconferencing at select locations of the Federal Court. More information about videoconferencing is available at sixtiesscoopsettlement.info.

4. Do Nothing

Give up your right to object to the settlement.

These rights and options and the deadlines to exercise them and more information about the settlement are explained in a notice available at sixtiesscoopsettlement.info.

More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at sixtiesscoopsettlement.info. You can send your questions to **Sixties Scoop Class Action**, c/o Collectiva Class Action Services Inc., 1176 Bishop Street, suite 208, Montreal, Quebec, H3G 2E3 or by email at sixtiesscoop@collectiva.ca. You may also call the toll free number 1-(844)-287-4270.

This notice was approved by the Federal Court and the Ontario Superior Court.

GOOGLE/FACEBOOK NOTICE

Sixties Scoop Settlement [hyperlinked to website]
sixtiesscoopsettlement.info 1-(844)-287-4270

Are you Sixties Scoop survivor? If so, a settlement may affect your rights.



SCHEDULE "B"

Indigenous People of Canada – Phase I Highlights of Notice Program Recommendation

Relevant Case Experience

KCC's Legal Notification Services team members have been involved in the design and implementation of several Canadian action notice programs. Particularly relevant to this case are the following actions: *Anderson v. The Attorney General of Canada*, No. 2007 01T4955CP (Sup. Ct. NL); *Anderson v. Government of Canada*, No. 2008NLTD166 (Sup. Ct. NL); and *In re Residential Schools Litig.*, No. 00-CV-192059 (Ont. S.C.J.).

Case Analysis

The following known factors were considered when determining our recommendation:

1. It is our understanding that the Class consists of approximately 22,000 Canadian Class members located throughout Canada, including large cities, rural areas and possibly Aboriginal lands.
2. A reasonable effort cannot identify and locate Class members; therefore, Class members must be reached through a consumer media campaign.
3. Effective reach and notice content is vital to convey the importance of the information affecting Class members' rights.

Objective

To design a notice program that will effectively reach likely Class members as well as relevant community and national organizations and capture their attention with notice communicated in clear, concise, plain language so that their rights and options may be fully understood.

Target Audience

It is our understanding that the Class includes indigenous children who were taken from their families between 1960 and early 1990s and placed for adoption in non-indigenous homes or became permanent wards of the government.

We believe that Canadian Class members are now 25 years of age or older (Adults 25+), and—because they have been stripped of their native language and culture—we recommend a target of Canadian English-speaking Adults 25+ (English Adults 25+) and Canadian French-speaking Adults 25+ (French Adults 25+).

Target Analysis

To provide the most reliable information, Canada's 2016 Census (2016 Census) population and language data tables were analyzed.¹ Additional demographic data is based on Canada's Census Program 2012 Aboriginal Peoples Survey data (2012 APS).²

¹ Canada Census Program data is updated every 5 years. At the time of this writing, 2016 Census data was the most recently released.

² The Aboriginal Peoples' Survey is a national survey of First Nations people living off reserve, Métis and Inuit living in Canada. Survey data is collected once every 5 years. At the time of this writing, 2017 survey data had been scheduled for 2018 release.



➤ **Population/Size**

As of 2016, there are 1,673,780 Aboriginal persons in Canada, identifying as either First Nations (North American Indian), Métis, Inuk (Inuit), other Aboriginal, or of multiple Aboriginal backgrounds.

Aboriginal Population by Age/Sex (2016 Census)

Age	Total Canada	Total Aboriginal Identity	First Nations (North American Indian)	Métis	Inuk (Inuit)	Multiple Aboriginal Responses	Other Aboriginal
Total – All Ages	34,460,065	1,673,780	977,235	587,545	65,025	21,305	22,670
Male	16,971,580	813,520	471,510	289,435	32,030	10,165	10,380
Female	17,488,490	860,265	505,725	298,110	32,995	11,145	12,290
0 to 14 years	5,817,045	448,865	285,825	130,990	21,490	6,015	4,545
Male	2,981,145	228,565	145,435	66,720	10,845	3,105	2,465
Female	2,835,900	220,300	140,395	64,265	10,645	2,910	2,080
15 to 24 years	4,231,725	283,385	170,700	94,105	11,995	3,485	3,110
Male	2,170,395	142,550	85,670	47,615	6,015	1,635	1,620
Female	2,061,325	140,840	85,030	46,490	5,980	1,850	1,495
25 to 34 years	4,576,575	235,900	136,925	83,585	9,910	2,835	2,650
Male	2,264,965	111,050	64,195	39,445	4,830	1,240	1,345
Female	2,311,615	124,850	72,730	44,140	5,080	1,595	1,300
35 to 44 years	4,507,775	202,860	116,625	74,185	7,475	2,285	2,285
Male	2,195,070	95,065	54,180	35,075	3,595	1,075	1,140
Female	2,312,700	107,795	62,450	39,110	3,875	1,210	1,145
45 to 54 years	4,991,975	212,190	117,945	82,065	6,805	2,340	3,035
Male	2,442,660	100,160	54,675	39,730	3,260	1,015	1,480
Female	2,549,320	112,030	63,265	42,335	3,550	1,325	1,560
55 to 64 years	4,855,060	168,905	87,140	71,505	4,285	2,355	3,625
Male	2,365,860	79,720	40,100	35,265	2,005	1,085	1,265
Female	2,489,195	89,190	47,040	36,245	2,280	1,270	2,355
65 years and over	5,479,910	121,665	62,070	51,115	3,060	2,000	3,415
Male	2,551,480	56,405	27,255	25,585	1,480	1,010	1,060
Female	2,928,430	65,265	34,810	25,530	1,585	990	2,350

Based on the above:

- Aboriginal persons make up approximately 4.9% of Canada's total population;
- 51.4% of Aboriginal persons are female and 48.6% are male;
- Approximately 56.3% of the Aboriginal population are Adults 25+ and 54.3% are 35 years of age and older; and



- First Nations people make up the majority of Canada's Aboriginal population – approximately 58.4% of Aboriginals are First Nations (North American Indian), 35.1% are Métis, 3.9% are Inuk (Inuit), 1.4% are other Aboriginal, and 1.3% are of multiple Aboriginal descents.

➤ **Geographic Location**

Aboriginal Population by Province/Territory (2016 Census)

Province/Territory	Total Canada	Total Aboriginal Identity	First Nations (North American Indian)	Métis	Inuk (Inuit)	Multiple Aboriginal Responses	Other Aboriginal
Alberta	3,978,145	258,640	136,585	114,375	2,500	2,905	2,275
British Columbia	4,560,240	270,585	172,520	89,405	1,615	4,350	2,695
Manitoba	1,240,695	223,310	130,505	89,360	610	2,020	815
New Brunswick	730,705	29,380	17,575	10,200	385	470	755
Newfoundland and Labrador	512,250	45,725	28,375	7,790	6,450	555	2,560
Northwest Territories	41,135	20,860	13,185	3,390	4,080	160	55
Nova Scotia	908,340	51,495	25,830	23,310	795	835	720
Nunavut	35,580	30,550	190	165	30,140	55	10
Ontario	13,242,160	374,395	236,680	120,585	3,860	5,730	7,540
Prince Edward Island	139,685	2,740	1,875	710	75	20	65
Quebec	7,965,450	182,890	92,655	69,360	13,945	2,760	4,170
Saskatchewan	1,070,560	175,015	114,570	57,880	360	1,300	905
Yukon	35,110	8,195	6,690	1,015	225	160	105

Based on the above:

- While the largest populations of Aboriginals are in Ontario, British Columbia, and Alberta, they represent smaller percentages of the total Canadian populations in those provinces – Aboriginal persons only make up 2.8% of the total population of Ontario, 5.9% of British Columbia, and 6.5% of Alberta;
- In comparison, Aboriginal persons have the strongest concentration in Nunavut, Northwest Territories, and Yukon – approximately 85.9% of Nunavut's population is comprised of Aboriginal persons, while 50.7% of Northwest Territories are and 23.3% of Yukon are Aboriginals;
- First Nations persons make up the majority of Aboriginal persons in all provinces/territories except for Nunavut – First Nations persons account for less than 1% of the Aboriginal population in Nunavut, whereas they account for 50% or more of Aboriginals in all other provinces/territories;
- The largest communities of Métis are in Nova Scotia, Alberta, and Manitoba – Métis make up 45.8% of Aboriginals in Nova Scotia, 44.2% in Alberta, and 40.0% in Manitoba; and
- Inuk (Inuit) persons are concentrated in Nunavut, accounting for 98.7% of the Aboriginal population in that territory, 19.6% in Northwest Territories, and 14.1% in Newfoundland and Labrador.

Aboriginal Population Adults 25+ by Province/Territory (2016 Census)



Province/Territory	Total A25+	Total Aboriginal Identity A25+	First Nations (North American Indian) A25+	Métis A25+	Inuk (Inuit) A25+	Multiple Aboriginal Responses A25+	Other Aboriginal A25+
TOTAL – Canada	24,411,295	941,520	520,705	362,455	31,535	11,815	15,010
Alberta	2,712,000	137,805	67,965	65,685	1,345	1,465	1,355
British Columbia	3,328,390	155,530	96,685	53,880	850	2,220	1,890
Manitoba	835,500	113,700	59,515	52,495	280	895	520
New Brunswick	539,200	18,090	9,680	7,355	200	340	530
Newfoundland and Labrador	383,200	29,295	18,150	4,985	4,075	295	1,790
Northwest Territories	26,650	12,005	7,535	2,145	2,220	65	30
Nova Scotia	668,230	31,380	14,345	15,505	455	540	540
Nunavut	17,795	13,750	130	135	13,475	20	10
Ontario	9,342,635	221,360	133,685	77,555	1,995	3,285	4,830
Prince Edward Island	100,130	1,455	945	420	25	10	35
Quebec	5,710,270	116,605	56,230	49,120	6,355	1,980	2,920
Saskatchewan	722,225	85,520	51,680	32,520	205	605	485
Yukon	25,075	5,035	4,130	655	95	80	90

Concerning Aboriginal Adults 25+, the geographic distribution and population ratios are similar to the distribution in overall Canadian population:

- Aboriginal Adults 25+ are most numerous in Ontario, British Columbia, and Alberta, but they represent smaller percentages in those provinces – Aboriginal Adults 25+ only make up 2.4% of the total Adult 25+ population of Ontario, 5.1% of Alberta, and 4.7% in British Columbia;
- They make up 3.9% of Canada's adult 25+ population, compared to 4.9% of Canada's overall population – this means that the current Aboriginal population skews younger relative to the total population in Canada;
- The ratio of Aboriginal Adults 25+ to total Adults 25+ in each province/territory is similar to the entire population – Aboriginal Adults 25+ make up 77.3% of the Adult 25+ population in Nunavut, 45.1% in Northwest Territories, and 20.1% in Yukon;
- The largest communities of Métis Adults 25+ are still in Nova Scotia, Manitoba, and Alberta; and
- Inuk Adults 25+ still account for the largest proportion of Aboriginals in Nunavut.

However, the distribution of specific Aboriginal identities skews when filtering for Adults 25+. While the overall population of First Nations persons made up the majority of Aboriginal persons in nearly all provinces/territories except for Nunavut, First Nations Adults 25+ no longer account for the majority Aboriginal group in Nova Scotia, Quebec, or Alberta, as well as Nunavut.

➤ *Language*

Based on an assessment of the below tables, the majority of Canada's population can speak English or French. A very small portion of likely Canadian Class members who do not speak either English or French are likely to be located in Nunavut and speak only an Inuit language (largely Inuktitut).


Mother Tongue of Canadian Population of Adults 25+ by Province/Territory (2016 Census)

Province/Territory	Total A25+	English A25+	French A25+	Non-Official Language A25+	English & French A25+	English & Non-Official Language A25+	French & Non-Official Language A25+	English, French, & Non-Official Language A25+
TOTAL – Canada	24,679,055	13,225,430	5,247,880	5,727,280	91,805	319,640	51,345	15,690
Alberta	2,748,590	1,973,930	59,300	660,705	6,145	45,595	2,090	825
British Columbia	3,362,510	2,243,075	50,520	1,007,595	6,095	52,480	1,695	1,035
Manitoba	850,010	581,290	33,050	215,820	2,465	16,680	530	190
New Brunswick	544,125	340,175	181,615	16,755	4,400	930	200	55
Newfoundland and Labrador	386,470	375,280	1,965	8,260	300	600	35	15
Northwest Territories	26,830	18,945	905	6,480	60	405	30	5
Nova Scotia	671,575	609,795	25,270	31,765	2,060	2,410	170	110
Nunavut	17,875	5,140	455	11,995	15	255	10	0
Ontario	9,405,845	5,966,490	385,440	2,838,785	29,595	171,255	9,505	4,775
Prince Edward Island	101,135	91,590	4,130	4,875	250	245	25	5
Quebec	5,807,490	407,785	4,490,840	806,085	39,020	18,410	36,805	8,555
Saskatchewan	731,150	591,535	13,150	114,740	1,270	10,095	250	115
Yukon	25,440	20,400	1,225	3,410	120	265	10	5

- The majority of Canadian Adults 25+ (53.6%) claim English, 21.3% claim French, and 23.2% claim a non-official language as their mother tongue;
- English dominates as the mother-tongue language in nearly all provinces except Quebec and Nunavut – 77.3% of Quebec Adults 25+ claim French and 67.1% of Nunavut Adults 25+ claim a non-official language as their mother tongue; and
- The majority of Adults 25+ in each territory identifies either English or French (with or without an additional language) as their mother tongue – Nunavut is the only region where only 36.4% of Adults 25+ identify English or French as their mother tongue (as part of a single or multiple response).

Knowledge of Languages – Single and Multiple Language Responses (2016 Census)

Languages	Total	Single Responses	Multiple Responses
Any	34,460,060	21,025,925	13,434,140
Official Languages	33,818,210	20,464,040	13,354,170
English	29,748,260	16,794,015	12,954,250
French	10,242,950	3,670,030	6,572,920
Non-Official Languages	9,369,280	561,885	8,807,400
Aboriginal Languages	263,840	7,295	256,545
Cree-Montagnais	116,585	2,405	114,175



<i>Eastern Algonquin (Mi'kmaq)</i>	9,765	20	9,740
<i>Ojibway-Potawatomi</i>	46,680	525	46,160
<i>Athabaskan (Dene Majority)</i>	23,655	320	23,340
<i>Inuit (Inuktitut Majority)</i>	42,985	3,985	38,995
<i>Other Aboriginal</i>	26,660	30	26,625

- The majority of Canadians (98.1%) can speak any English or French;
- Only 1.6% of Canadians speak neither English nor French;
- Of the non-official language speakers, only 1.3% represents Aboriginal-only speakers, meaning less than 1% of the overall Canadian population speaks only an Aboriginal language;
- Only 2.8% of those who speak an Aboriginal language do not know any other language;
- The majority of Canadians who cannot speak an official language only speak Inuit – 54.6% of those who speak only an Aboriginal language only speak Inuit; and
- 9.3% those who speak Inuit, 2.1% of those who speak Cree, 1.4% of those who speak an Athabaskan language, and 1.1% of those who speak Ojibway do not know any other language.

**Primary Aboriginal Language Spoken
and Self-Rated Ability to Speak Primary Aboriginal Language
Aboriginal Population Aged 6 Years and Over (2012 APS)**

Primary Aboriginal Language	Any Aboriginal³	Very Well or Relatively Well	With Effort or Only a Few Words
Any	345,890	--	--
Cree	129,470	20,990	108,320
Mi'kmaq	10,090	820	9,260
Ojibway	59,040	7,720	51,290
Dene	9,360	4,270	5,080
Inuktitut	39,510	26,840	12,640
Other	86,790	12,780	73,890
None	598,840	--	--
Not Specified	11,630	--	--
TOTAL		73,420	260,480

- Of the 963,110 Aboriginal persons aged 6 years and over who were surveyed, only 345,890 (35.9%) said they can speak any Aboriginal language, if only a few words;
- The majority of Aboriginals who can speak any Aboriginal language, only 73,420 (21.2%) said they can speak their primary Aboriginal language very well or relatively well – the majority (75.3%) can only speak with effort or only a few words;
- The largest share of Aboriginal spoken is Cree (37.4%), followed by other Aboriginal language (25.1%), Ojibway (17.1%), and Inuktitut (11.4%); and
- Inuktitut is the only primary language where the majority of speakers (67.9%) are fluent – Aboriginals who identify any other Aboriginal language as their primary are less fluent, with Ojibway speakers (86.9%) being the least fluent in their primary language.

³ Defined as being able to speak any Aboriginal language, even if only a few words.



Proposed Notice Strategies

The Notice Plan consists of a combination of notice placements in leading newspapers and consumer magazines, and on a variety of websites, including the social media site, Facebook. Activity also includes the distribution of a national press release and provides an option to include Aboriginal publications.

The Notice Plan is designed to reach approximately 70% of Canadian adults 25 years of age or older.

Proposed Notice Tactics

Following is a summary of the recommended notice tactics.

1. **Consumer Publications (Print & Digital Replica):** We recommend a third-page notice placement in a leading English and French consumer magazine. The Notice will be translated into French for the French-language publication.

Publication	Issuance	Notice Size	Language	# of Insertions
<i>Macleans</i>	Weekly	Third Page	English	1
<i>Macleans - L'actualité</i>	Weekly	Third Page	French	1
TOTAL				2

MACLEAN'S L'actualité

- Weekly English (*Maclean's*) and French (*L'actualité*) news and general interest magazines
 - Print Circulation: 225,963
 - Audience (digital & print): 2.3M readers
2. **Daily Newspapers:** We recommend placing an approximate quarter page notice once in the weekend edition of Canada's leading mainstream newspapers. The papers include two national papers and 12 leading local dailies within the highest populated Census Metropolitan Areas (CMAs), for a total of 14 insertions. The Notice will be translated into French for the two French-language newspapers.

Province/Territory	City/Newspaper	Language	Average Daily Circulation
<i>National/ Ontario</i>	<i>The Globe and Mail</i>	<i>English</i>	336,487
<i>National/ Ontario</i>	<i>The National Post</i>	<i>English</i>	186,108
<i>Alberta</i>	<i>Calgary Herald</i>	<i>English</i>	106,916
<i>Alberta</i>	<i>Edmonton Journal</i>	<i>English</i>	92,542
<i>British Columbia</i>	<i>Vancouver Sun</i>	<i>English</i>	136,787
<i>Manitoba</i>	<i>Winnipeg Free Press</i>	<i>English</i>	106,473
<i>Nova Scotia</i>	<i>Halifax Chronicle-Herald</i>	<i>English</i>	91,490
<i>New Brunswick</i>	<i>Saint John Telegraph Journal</i>	<i>English</i>	26,850
<i>Newfoundland</i>	<i>Charlottetown Guardian</i>	<i>English</i>	14,377
<i>Prince Edward Island</i>	<i>St. John's Telegram</i>	<i>English</i>	28,509
<i>Québec</i>	<i>Le Journal de Montréal</i>	<i>French</i>	232,332
<i>Québec</i>	<i>Montréal La Presse*</i>	<i>French</i>	289,933



<i>Saskatchewan</i>	<i>Saskatoon Star Phoenix</i>	<i>English</i>	39,008
<i>Saskatchewan</i>	<i>Regina Leader Post</i>	<i>English</i>	34,136
TOTAL			1,024,121

* La Presse will discontinue its print edition in 2018, however its website and tablet platform will be available to purchase. If the notice plan schedule will not allow for the print edition, it will be substituted with a quarter screen tablet edition.

3. **Internet Banners:** To further extend reach, we recommend purchasing approximately 17,975,000 English internet impressions and approximately 5,650,000 French internet impressions over a one-month period over the Google Display Network (GDN) and the social media site Facebook. The internet banners will be targeted to Adults 25+ and will include an embedded link to the case website.

Google Display Network **facebook.**

- GDN is a vast ad network that reaches over 90% of internet users and harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet.
- Facebook is the largest social media platform in terms of both audience size and engagement.

The digital media campaign proposed here will be routinely monitored by KCC's digital specialists to analyze key campaign performance indicators (KPIs), like click-through rates (CTRs) and costs per action (CPAs). This knowledge will be leveraged to allocate placements to sites that have demonstrated successful KPIs throughout the course of the campaign.

4. **Informational Press Release:** We recommend issuing an informational press release in both English and French across Canada Newswire (CNW), Canada's main and oldest newswire company. The press release will be disseminated to all major digital, print and broadcast news outlets across Canada plus all local newspapers in smaller urban and significant rural markets. CNW will also post the release on the wire's Twitter and Facebook pages. The press release distribution will be supplemented with delivery to a national list of Aboriginal multi-media CNW subscribers (indigenous publications, websites, radio stations and television). Although we are not able to speculate on the number of press outlets that would report the story, the press release will provide a valuable role in distributing information in a cost-effective manner.
5. **Organizational Outreach:** To extend awareness, Aboriginal agencies and organizations will be asked to provide voluntary assistance in the distribution of Notices to potential Class members. For example, a letter will be emailed, faxed and/or mailed to Indigenous Organizations and Friendship Centres alerting them to the settlement and attaching a Summary Notice (or website link to the Summary Notice) for distribution, publication or public posting.

Optional Aboriginal Publications

To extend coverage among indigenous communities that may be in contact with Canadian Class members, we recommend a half-page notice placement in all or some of the following Aboriginal publications.



Aboriginal Publication	Coverage	Issuance
<i>First Nations Drum</i>	National	Monthly
<i>Turtle Island News</i>	National	Monthly
<i>Aboriginal Spirit of Saskatchewan</i>	Saskatchewan	Monthly
<i>Western Native News</i>	Alberta	Monthly
<i>Ha-Shilth-Sa</i>	British Columbia	Bi-Weekly
<i>Kantou News</i>	British Columbia	2x week
<i>Nunavut News North</i>	Nunavut	Weekly
<i>Nunatsiaq News</i>	Nunavut	Weekly
<i>NWT News North</i>	Northwest Territories	Weekly
<i>Mi'kmaq-Maliseet</i>	Nova Scotia	Monthly
<i>Windspeaker</i>	National	Internet Banners – 27,500 impressions

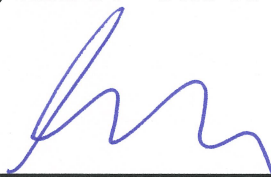
Media Costs for the Above Program

Media Type	Cost (CAD)*
Consumer Publications	\$14,204
Newspapers	\$82,500
Internet Banners & Facebook	\$36,587
Press Release	\$1,600
Translations	\$1,229
Total:	\$136,120
Organizational Outreach	TBD
Aboriginal Media (Optional)	\$0 - 24,000

*All prices are based on best estimates and valid for 30 days

**All media placements subject to final review and approval by the vendor

*THIS IS EXHIBIT "110" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Court File No. CV-09-00372025-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) FRIDAY, THE 12TH
JUSTICE GLUSTEIN) DAY OF JANUARY, 2018

BETWEEN:

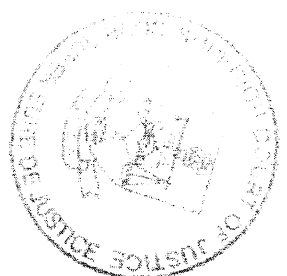
MARCIA BROWN and ~~ROBERT COMMANDA~~

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant



Proceeding under the *Class Proceedings Act*, 1992

ORDER

THIS MOTION made by the representative plaintiff for an order approving the notice of the hearing to approve a settlement in this action, was heard this day at 130 Queen Street West in Toronto, Ontario.

WHEREAS the Plaintiff and the Defendant have entered into the Settlement Agreement in respect of the Plaintiffs' claims against the Defendant;


UPON HEARING the motion made by the Plaintiff for an order the notice of settlement approval;

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

AND UPON BEING ADVISED of the Defendant's consent to the form of this Order;


AND UPON HEARING the oral submissions and reviewing the written submissions of counsel for the Plaintiff and counsel for the Defendant;

1. **THIS COURT ORDERS** that notice substantially in the form attached as **Schedule "A"** be and hereby is approved, subject to the right of the parties to make non-material amendments as may be necessary or desirable and subject to a French language translation of the notice which is to be agreed upon by the parties.
2. **THIS COURT ORDERS** that notice shall be disseminated in the manner set out in **Schedule "B"** (the "Notice Plan").
3. **THIS COURT ORDERS** that the Notice Plan shall commence on the later of this order or January 20, 2018.
4. **THIS COURT ORDERS** that the Notice Plan shall be completed by no later than forty (40) days after this Order.
5. **THIS COURT ORDERS** that the Notice Plan satisfies the requirements of section 19 of the *Class Proceedings Act, 1992* and shall constitute good and sufficient service upon class members and all affected parties of notice of the Order approving the Settlement Agreement.
6. **THIS COURT ORDERS** that any persons wishing to object to the settlement or class counsel fees shall deliver a notice of objection substantially in the objection form attached hereto within Schedule "A" (the "**Notice of Objection**") to be received by no later than **April 30, 2018** (the "**Objection Deadline**") by mail, courier or email, to the contact information indicated on the Notice of Objection, and that any Notice of Objection received later than the Objection Deadline shall not be filed with the Court or considered at the hearing to approve the settlement.
7. **THIS COURT ORDERS** that the costs of the Notice Plan shall be paid by the Defendant.


Justice Glustein

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 15 2018

PER / PAR: 

SCHEDULE "A"

PUBLICATION NOTICE

LEGAL NOTICE

Sixties Scoop Survivor?

A proposed settlement may affect you. Please read this notice carefully.

The Federal Government of Canada and certain survivors of the Sixties Scoop have reached a settlement of class action lawsuits that provides compensation for certain survivors of the Sixties Scoop. The settlement must be approved by the courts before there is any money available.

WHO IS INCLUDED?

The settlement includes all registered Indians (as defined in the *Indian Act*) and Inuit persons or people eligible to be registered Indians or Inuit who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (the "**Class Members**"). All Class Members except those who validly opt out will be bound by the settlement if it is approved and will be covered by the releases in the settlement

WHAT DOES THE SETTLEMENT PROVIDE?

If the settlement is approved:

- (a) a Foundation will be created to enable change and reconciliation and, in particular, access to healing/wellness, commemoration and education activities for communities and individuals; and
- (b) compensation will be available for all Class Members who were adopted or made permanent wards and who were alive on February 20, 2009 (the "**Eligible Class Members**").

If you are not a Class Member:

- (a) you will be entitled to share in the benefits of the Foundation; and
- (b) you will not give up your right to sue Canada for the claims being resolved by this settlement.

If you are not an Eligible Class Member, you will not be entitled to compensation from the settlement.

HOW DO I GET THIS MONEY?

If the settlement is approved by the courts, you can make a claim for money. You must fill in a Claim Form and send it to the claims office. More information on how you make a claim will be available if the settlement is approved.

HOW MUCH MONEY WILL I GET?

Your payment will depend on how many Eligible Class Members submit claims in the settlement. The details are explained in the settlement agreement. A copy of the settlement agreement is available here: sixtiesscoopsettlement.info

The lawyers are also seeking approval of legal fees in the amount of \$75 million plus taxes, or 10% of the total possible compensation fund. The legal fees will be paid by Canada in addition to the compensation received by survivors of the Sixties Scoop.

WHAT IF I DON'T AGREE WITH THE SETTLEMENT?

If you do not agree with the settlement, you can do one of the four things set out below.

1. Object

Write a letter that includes your name, address and telephone number and explain why you object to the settlement or use the Objection Form which can be found at sixtiesscoopsettlement.info. You must mail your Objection Form before **April 30, 2018** to: **Sixties Scoop Class Action**, c/o Collectiva Class Action Services Inc., 1176 Bishop Street, suite 208, Montreal, Quebec, H3G 2E3 or sixtiesscoop@collectiva.ca

2. Go to a Hearing

You can attend court in Saskatoon, Saskatchewan on May 10, 2018 at 10:00 a.m. and at Toronto, Ontario on May 29, 2018 at 10:00 a.m. to voice your concerns.

3. Videoconference into a Hearing

The Courts will consider making special arrangements to permit an objector who wishes to appear in person, but is not able to, to appear via videoconferencing at select locations of the Federal Court. More information about videoconferencing is available at sixtiesscoopsettlement.info

4. Do Nothing

Give up your right to object to the settlement.

WANT MORE INFORMATION?

Visit sixtiesscoopsettlement.info, call 1-(844)-287-4270, or email sixtiesscoop@collectiva.ca.

DO YOU KNOW ANY OTHER SURVIVORS OF THE SIXTIES SCOOP?

Please share this information with them.

LONG FORM NOTICE**PROPOSED SETTLEMENT OF SIXTIES SCOOP CLASS ACTION****Are you a Sixties Scoop survivor?**

A proposed settlement may affect you.
Please read this notice carefully.

The Ontario Superior Court and the Federal Court authorized this notice. This is not a solicitation from a lawyer.

- Survivors of the Sixties Scoop sued the Federal Government of Canada ("**Canada**").
- The representative survivors and Canada have now reached a settlement that provides compensation for certain survivors of the Sixties Scoop.
- The settlement must be approved by the courts before there is any money or other benefits available.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT

OBJECT: Write to the court if you do not like the settlement.

GO TO A HEARING: Ask to speak in court about the settlement on May 10, 2018 at 10:00 a.m. in Saskatoon, Saskatchewan or May 29, 2018 at 10:00 a.m. Toronto, Ontario, or via videoconferencing at select locations of the Federal Court.

DO NOTHING: Give up any right you might have to object to the settlement.

- These rights and options and the deadlines to exercise them are explained in this notice.
- The courts in charge of this case still have to decide whether to approve the settlement. The courts will hear submissions about the approval of the settlement in Saskatoon Saskatchewan on May 10 and 11, 2018 at 10:00 a.m and in Toronto, Ontario on May 29 and 30, 2018 at 10:00 a.m. Money and other benefits will only be made available if the courts approve the settlement and after any appeals are resolved. Please be patient.

What This Notice Contains

BASIC INFORMATION

1. Why did I get this notice?
2. What was the Sixties Scoop?
3. What is a class action?
4. What do the lawsuits complain about?
5. Why is there a settlement?

WHO IS INCLUDED IN THE SETTLEMENT?

6. Who is included in the settlement?
7. What if I am not sure whether I am included in the settlement?

SETTLEMENT BENEFITS?

8. What does the settlement provide?
9. How will the lawyers be paid?
10. When will I receive my payment?
11. What am I giving up in the settlement?
12. Can I remove myself from the settlement?

HOW TO RECEIVE A PAYMENT?

13. How can I receive a payment?
14. How will payments be calculated?
15. What if my claim is denied?

THE LAWYERS REPRESENTING YOU

16. Who are the lawyers for the plaintiffs?

OBJECTING TO THE SETTLEMENT

17. How do I tell the court if I do not like the settlement?

THE APPROVAL HEARING

18. When and where will the court decide whether to approve the settlement?
19. Do I have to attend the hearing?
20. May I speak at the hearing?
21. What if I do nothing?

GETTING MORE INFORMATION

22. How do I get more information?

BASIC INFORMATION**1. Why did I get this notice?**

The Ontario Superior Court and the Federal Court authorized this notice to let you know about a proposed settlement and about all of your options before the courts decide

whether to give final approval to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

2. What was the Sixties Scoop?

Between 1951 and 1991, Indian and Inuit children were taken into care and placed with non-Indigenous parents where they were not raised in accordance with their cultural traditions nor taught their traditional languages (the "**Sixties Scoop**").

3. What is a class action?

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

The survivors of the Sixties Scoop that commenced the lawsuits are called the "**Representative Plaintiffs**." The Federal Government of Canada is called "**Canada**".

4. What do the lawsuits complain about?

This lawsuits claim that Indian children who were victims of the Sixties Scoop lost their cultural identity and suffered psychologically, emotionally, spiritually and physically. They were also deprived of their status, their aboriginal and treaty rights and monetary benefits to which they were entitled pursuant to the *Indian Act*, RSC 1985, c I-5 and related legislation and policies.

5. Why is there a settlement?

The Representative Plaintiffs and Canada have agreed to a settlement. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining judgment, and Class Members receive the benefits described in this notice. In this case, it also means that the Class Members will not need to testify in court. By settling this class action, the Representative Plaintiffs and Canada have also been able to create a Foundation to enable change and reconciliation. The Representative Plaintiffs and their lawyers think the proposed settlement is in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

6. Who is Included in the Settlement?

The settlement includes all registered Indians (as defined in the *Indian Act*) and Inuit persons or people eligible to be registered Indians or Inuit who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (the "**Class Members**"). All Class Members except those who validly opt out will be bound by the settlement if it is approved and will be covered by the releases in the settlement

7. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, you may call 1-(844)-287-4270 with questions or visit sixtiesscoopsettlement.info or sixtiesscoop@collectiva.ca.

SETTLEMENT BENEFITS

8. What does the settlement provide?

If the settlement is approved and becomes final, it will provide compensation to all Class Members who were adopted or made permanent wards and who were alive on February 20, 2009 (the "**Eligible Class Members**").

The settlement will also establish a foundation (the "**Foundation**") to enable change and reconciliation and, in particular, access to education, healing/wellness and commemoration activities for communities and individuals. The Foundation is intended to bridge the generations and give meaning to suffering as well as to provide healing and reconciliation for the whole of Canada, now and for the future. Benefits from the Foundation are not restricted to Class Members.

Canada has agreed to fund the Foundation in the amount of at least \$50 million to enable change and reconciliation and, in particular, access to education, healing/wellness and commemoration activities for communities and individuals.

Canada has also agreed to make payments to Eligible Class Members as follows:

- If fewer than 20,000 Eligible Class Members submit claims, each Eligible Class Member will receive an amount equal to \$500 million divided by the number of Eligible Class Members who submit claims, to a maximum for \$50,000 per person.
- If between 20,000 and 30,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$25,000.
- If more than 30,000 Eligible Class Members submit claims, each Eligible Class Member will receive an amount equal to \$750 million divided by the number of Eligible Class Members who submit claims.

For example:

- if 5,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$50,000;
- if 10,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$50,000;
- if 15,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$33,333.33;

- if 20,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$25,000;
- if 25,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$25,000;
- if 35,000 Eligible Class Members submit claims, each Eligible Class Member will receive \$21,428.57;

If there are fewer than 20,000 claims by Eligible Class Members and the total amount paid to Eligible Class Members is less than \$500 million, the difference between the total amount paid to Eligible Class Members and \$500 million shall be paid to the Foundation.

More details are in a document called the Settlement Agreement, which is available at sixtiesscoopsettlement.info

9. How will the lawyers be paid?

Class Counsel will not be paid until the courts declare that the fees being paid are fair and reasonable.

Class Counsel will ask for approval of fees in the amount of \$75 million plus applicable tax, or 10% of the total possible compensation fund. The courts will decide the amount of fees and disbursements to award.

10. When will I receive my payment?

Eligible Class Members whose claims are approved will receive their payments after their claims are assessed.

Before anyone can file a Claim Form or be assessed, the courts must decide whether to grant final approval of the settlement and any appeals must be resolved (see “**The Approval Hearing**” below). If there are appeals, resolving them can take time. Please be patient.

If the settlement is approved, Eligible Class Members that file a Claim Form which is approved will be paid after all claims have been assessed and the payment amounts are determined.

11. What am I giving up in the settlement?

Once the settlement becomes final, you will give up your right to sue Canada for the claims being resolved by this settlement. You will be “releasing” Canada as described in the Settlement Agreement, which means you cannot sue Canada for anything at all related to the Sixties Scoop. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 16 or you can, of course, talk to your own lawyer if you have questions about what this means.

12. Can I remove myself from the settlement?

You can only remove yourself from the settlement if you belong to the following group:

All Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents, other than Indian children who were taken from their homes on reserves in Ontario between December 1, 1965 and December 31, 1984 and were placed in the care of non-aboriginal foster or adoptive parents who did not raise the children in accordance with the aboriginal person's customs, traditions and practices.

If the settlement is approved, individuals who fall within this group will have an opportunity to exclude yourself by filling out and submitting an opt out form. More information about excluding yourself from the settlement will be available if the settlement is approved.

Indian children who were taken from their homes on reserves in Ontario between December 1, 1965 and December 31, 1984 and were placed in the care of non-aboriginal foster or adoptive parents who did not raise the children in accordance with the aboriginal person's customs, traditions and practices have already had an opportunity to remove themselves from the class action.

HOW TO RECEIVE A PAYMENT

13. How can I receive a payment?

You can only make a claim under the settlement if the settlement is approved by the courts. If the settlement is approved, to ask for a payment, complete and submit the required Claim Form. All claims will be assessed by the Claims Administrator. Eligible Class Members will not need to testify in court.

Claim forms will be available at sixtiesscoopsettlement.info or by calling 1-(844)-287-4270 after the settlement is approved by the courts.

14. How will payments be calculated?

The Claims Administrator will review your Claim Form and determine if you qualify for a payment. If you do, the Claims Administrator will determine the amount of your payment based on the total number of approved Claim Forms.

15. What if my claim is denied?

If your claim is denied, you will receive notice and may request a reconsideration of your claim before the Reconsideration Officer. The Reconsideration Officer's decision is final.

THE LAWYERS REPRESENTING YOU

16. Who are the lawyers for the Plaintiffs?

The lawyers for the Plaintiffs are:

- Wilson Christen LLP and Morris Cooper of Toronto, Ontario;

- Koskie Minsky LLP of Toronto, Ontario;
- Merchant Law Group of Regina, Saskatchewan; and
- Klein Lawyers of Vancouver, British Columbia.

If you want to be represented by or receive advice from another lawyer, you may hire one to appear in court for you at your own expense.

OBJECTING TO THE SETTLEMENT

17. How do I tell the court if I do not like the settlement?

You can object to the settlement if you do not like some part of it. The courts will consider your views. To object, you must submit an Objection Form that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Sixties Scoop settlement;
- The reasons you object to the settlement, along with any supporting materials;
- The location where you were taken from your home; and
- Your signature.

You must mail or email your objection, postmarked by April 30, 2018 to:

Sixties Scoop Class Action
Collectiva Class Action Services Inc.
1176 Bishop Street, suite 208
Montreal, Quebec, H3G 2E3

Email: sixtiesscoop@collectiva.ca

THE APPROVAL HEARING

The Ontario Superior Court and the Federal Court will hold hearings in May 2018 to decide whether to approve the settlement and the request for fees and taxes. You may attend and you may ask to speak, but you do not have to.

18. When and where will the court decide whether to approve the settlement?

The Federal Court will hold an approval hearing in Saskatoon, Saskatchewan on May 10 and 11, 2018 at 10:00 a.m.

The Ontario Superior Court will hold an approval hearing in Toronto, Ontario on May 29 and 30, 2018 at 10:00 a.m.

The hearings may be moved to different dates or times without additional notice, so it is a good idea to check sixtiesscoopsettlement.info or call 1-(844)-287-4270 in advance if you are planning to attend.

At these hearings, the courts will consider whether the settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the courts will consider them and will listen to people who have asked to speak at the hearing. The courts may

also decide how much to pay Class Counsel. After the hearing, the courts will decide whether to approve the settlement. It is not known how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will answer questions the courts may have. However, you or your own lawyer are welcome to attend at your own expense or videoconference into the hearings to voice your concerns. If you send an objection, you do not have to come to the courts to talk about it. As long as you mailed your written objection on time, the courts will consider it. You may also have your own lawyer attend, but it is not necessary. The Court will consider making special arrangements to permit an objector who wishes to appear in person to appear at select locations of the Federal Court via videoconferencing. More information about videoconferencing is available at sixtiesscoopsettlement.info.

20. May I speak at the hearing?

Yes, you may ask the courts for permission to speak at the approval hearings. To do so you must file a Notice of Objection and indicate that you wish to speak at an approval hearing.

21. What if I do nothing?

If you do nothing, you are choosing not to object to the settlement. The approval hearings will proceed and the courts will consider whether the settlement is fair, reasonable, and in the best interests of the Class without your views on the matter.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at sixtiesscoopsettlement.info. You can send your questions to **Sixties Scoop Class Action**, c/o Collectiva Class Action Services Inc., 1176 Bishop Street, suite 208, Montreal, Quebec, H3G 2E3 or by email at sixtiesscoop@collectiva.ca. You may also call the toll free number 1-(844)-287-4270.

NOTICE OF OBJECTION

ONLY USE THIS FORM IF YOU OBJECT TO THE SETTLEMENT

TO:

Sixties Scoop Class Action
c/o Collectiva Class Action Services Inc.
1176 Bishop Street, suite 208
Montreal, Quebec, H3G 2E3

sixtiesscoop@collectiva.ca

RE: **Sixties Scoop Class Action Settlement**

My name is _____.

For the reasons stated below, I object to (please specify):

the terms of settlement.

the proposed fees and taxes of Class Counsel.

Persons submitting an objection are required to complete and deliver this Objection Form by no later than April 30, 2018.

I object for the following reasons (please attach extra pages if you require more space):

- I have enclosed copies of documentation supporting my objections.
- I have **NOT** enclosed documentation supporting my objections and I do not intend to provide any.

The location where I was taken from my home is:

Address:

- I do **NOT** intend to appear at or videoconference into the hearings of the motions to approve the settlement, and I understand that my objection will be filed with the court prior to the hearing of the motion on May 10 and 11, 2018 in Saskatoon, Saskatchewan and May 29 and 30, 2018 in Toronto, Ontario.
- I intend to appear, in person or by counsel, and to make submissions at the hearing.
 - I intend to appear at the motion to approve the settlement in Saskatoon, Saskatchewan on May 10 and 11, 2018 at 10:00 a.m.; or
 - I intend to appear at the motion to approve the settlement in Toronto, Ontario on May 29 and 30, 2018 at 10:00 a.m.
- I intend to videoconference into and to make submissions at the hearing. More information about videoconferencing is available at sixtiesscoopsettlement.info

MY ADDRESS FOR SERVICE IS:

**MY LAWYER'S ADDRESS FOR SERVICE IS
(if applicable, but you do not need a lawyer
to object):**

Name:

Name:

Address:

Address:

Tel.:

Tel.:

Fax:

Fax:

Email:

Email:

Date: _____ Signature: _____

PRESS RELEASE

PROPOSED SETTLEMENT OF SIXTIES SCOOP CLASS ACTION

[Date] – The representatives of certain survivors of the Sixties Scoop have reached a settlement agreement with the Federal Government of Canada ("**Canada**") that provides compensation for certain survivors of the Sixties Scoop. The settlement must be approved by the courts before there is any money or other benefits available. Your legal rights are affected even if you do nothing. Please read this notice carefully.

This lawsuit claims that Indian children who were victims of the Sixties Scoop lost their cultural identity and suffered psychologically, emotionally, spiritually and physically. They were also deprived of their status, their aboriginal and treaty rights and monetary benefits to which they were entitled pursuant to the *Indian Act*, RSC 1985, c I-5 and related legislation and policies.

The representatives of certain survivors of the Sixties Scoop and Canada have agreed to a settlement. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining judgment, and certain survivors of the Sixties Scoop receive the benefits described in the settlement agreement. By settling this class action, the representatives of certain survivors of the Sixties Scoop and Canada have also been able to create a Foundation to enable change and reconciliation.

The courts in charge of this case still have to decide whether to approve the settlement. The courts will hear submissions about the approval of the settlement on May 10 and 11, 2018 at 10:00 a.m in Saskatoon, Saskatchewan and May 29 and 30, 2018 at 10:00 a.m in Toronto, Ontario. Payments and other benefits will only be made available if the courts approve the settlement and after any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS FOR THIS PROPOSED SETTLEMENT**1. Object**

Write a letter that includes your name, address and telephone number and explain why you object to the settlement. You can use the Objection Form which can be found at sixtiesscoopsettlement.info. You must mail or email your Objection Form before April 30, 2018 to: **Sixties Scoop Class Action**, c/o Collectiva Class Action Services Inc., 1176 Bishop Street, suite 208, Montreal, Quebec, H3G 2E3 or sixtiesscoop@collectiva.ca.

2. Go to the Hearing

You can attend at court in Saskatoon, Saskatchewan on May 10 and 11, 2018 at 10:00 a.m. and in Toronto, Ontario on May 29 and 30, 2018 at 10:00 a.m. to voice your concerns.

3. Videoconference into the Hearing

The Courts will consider making special arrangements to permit an objector who wishes to appear in person, but is not able to, to appear via videoconferencing at select locations of the Federal Court. More information about videoconferencing is available at sixtiesscoopsettlement.info.

4. Do Nothing

Give up your right to object to the settlement.

These rights and options and the deadlines to exercise them and more information about the settlement are explained in a notice available at sixtiesscoopsettlement.info.

More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at sixtiesscoopsettlement.info. You can send your questions to **Sixties Scoop Class Action**, c/o Collectiva Class Action Services Inc., 1176 Bishop Street, suite 208, Montreal, Quebec, H3G 2E3 or by email at sixtiesscoop@collectiva.ca. You may also call the toll free number 1-(844)-287-4270.

This notice was approved by the Federal Court and the Ontario Superior Court.

GOOGLE/FACEBOOK NOTICE

Sixties Scoop Settlement [hyperlinked to website]

sixtiesscoopsettlement.info 1-(844)-287-4270

Are you Sixties Scoop survivor? If so, a settlement may affect your rights.

SCHEDULE "B"



Indigenous People of Canada – Phase I
Highlights of Notice Program Recommendation

Relevant Case Experience

KCC's Legal Notification Services team members have been involved in the design and implementation of several Canadian action notice programs. Particularly relevant to this case are the following actions: *Anderson v. The Attorney General of Canada*, No. 2007 01T4955CP (Sup. Ct. NL); *Anderson v. Government of Canada*, No. 2008NLTD166 (Sup. Ct. NL); and *In re Residential Schools Litig.*, No. 00-CV-192059 (Ont. S.C.J.).

Case Analysis

The following known factors were considered when determining our recommendation:

1. It is our understanding that the Class consists of approximately 22,000 Canadian Class members located throughout Canada, including large cities, rural areas and possibly Aboriginal lands.
2. A reasonable effort cannot identify and locate Class members; therefore, Class members must be reached through a consumer media campaign.
3. Effective reach and notice content is vital to convey the importance of the information affecting Class members' rights.

Objective

To design a notice program that will effectively reach likely Class members as well as relevant community and national organizations and capture their attention with notice communicated in clear, concise, plain language so that their rights and options may be fully understood.

Target Audience

It is our understanding that the Class includes indigenous children who were taken from their families between 1960 and early 1990s and placed for adoption in non-indigenous homes or became permanent wards of the government.

We believe that Canadian Class members are now 25 years of age or older (Adults 25+), and—because they have been stripped of their native language and culture—we recommend a target of Canadian English-speaking Adults 25+ (English Adults 25+) and Canadian French-speaking Adults 25+ (French Adults 25+).

Target Analysis

To provide the most reliable information, Canada's 2016 Census (2016 Census) population and language data tables were analyzed.¹ Additional demographic data is based on Canada's Census Program 2012 Aboriginal Peoples Survey data (2012 APS).²

¹ Canada Census Program data is updated every 5 years. At the time of this writing, 2016 Census data was the most recently released.

² The Aboriginal Peoples' Survey is a national survey of First Nations people living off reserve, Métis and Inuit living in Canada. Survey data is collected once every 5 years. At the time of this writing, 2017 survey data had been scheduled for 2018 release.



➤ **Population/Size**

As of 2016, there are 1,673,780 Aboriginal persons in Canada, identifying as either First Nations (North American Indian), Métis, Inuk (Inuit), other Aboriginal, or of multiple Aboriginal backgrounds.

Aboriginal Population by Age/Sex (2016 Census)

Age	Total Canada	Total Aboriginal Identity	First Nations (North American Indian)	Métis	Inuk (Inuit)	Multiple Aboriginal Responses	Other Aboriginal
Total – All Ages	34,460,065	1,673,780	977,235	587,545	65,025	21,305	22,670
Male	16,971,580	813,520	471,510	289,435	32,030	10,165	10,380
Female	17,488,490	860,265	505,725	298,110	32,995	11,145	12,290
0 to 14 years	5,817,045	448,865	285,825	130,990	21,490	6,015	4,545
Male	2,981,145	228,565	145,435	66,720	10,845	3,105	2,465
Female	2,835,900	220,300	140,395	64,265	10,645	2,910	2,080
15 to 24 years	4,231,725	283,385	170,700	94,105	11,995	3,485	3,110
Male	2,170,395	142,550	85,670	47,615	6,015	1,635	1,620
Female	2,061,325	140,840	85,030	46,490	5,980	1,850	1,495
25 to 34 years	4,576,575	235,900	136,925	83,585	9,910	2,835	2,650
Male	2,264,965	111,050	64,195	39,445	4,830	1,240	1,345
Female	2,311,615	124,850	72,730	44,140	5,080	1,595	1,300
35 to 44 years	4,507,775	202,860	116,625	74,185	7,475	2,285	2,285
Male	2,195,070	95,065	54,180	35,075	3,595	1,075	1,140
Female	2,312,700	107,795	62,450	39,110	3,875	1,210	1,145
45 to 54 years	4,991,975	212,190	117,945	82,065	6,805	2,340	3,035
Male	2,442,660	100,160	54,675	39,730	3,260	1,015	1,480
Female	2,549,320	112,030	63,265	42,335	3,550	1,325	1,560
55 to 64 years	4,855,060	168,905	87,140	71,505	4,285	2,355	3,625
Male	2,365,860	79,720	40,100	35,265	2,005	1,085	1,265
Female	2,489,195	89,190	47,040	36,245	2,280	1,270	2,355
65 years and over	5,479,910	121,665	62,070	51,115	3,060	2,000	3,415
Male	2,551,480	56,405	27,255	25,585	1,480	1,010	1,060
Female	2,928,430	65,265	34,810	25,530	1,585	990	2,350

Based on the above:

- Aboriginal persons make up approximately 4.9% of Canada's total population;
- 51.4% of Aboriginal persons are female and 48.6% are male;



- Approximately 56.3% of the Aboriginal population are Adults 25+ and 54.3% are 35 years of age and older; and
- First Nations people make up the majority of Canada's Aboriginal population – approximately 58.4% of Aboriginals are First Nations (North American Indian), 35.1% are Métis, 3.9% are Inuk (Inuit), 1.4% are other Aboriginal, and 1.3% are of multiple Aboriginal descents.

➤ **Geographic Location**

Aboriginal Population by Province/Territory (2016 Census)

Province/Territory	Total Canada	Total Aboriginal Identity	First Nations (North American Indian)	Métis	Inuk (Inuit)	Multiple Aboriginal Responses	Other Aboriginal
Alberta	3,978,145	258,640	136,585	114,375	2,500	2,905	2,275
British Columbia	4,560,240	270,585	172,520	89,405	1,615	4,350	2,695
Manitoba	1,240,695	223,310	130,505	89,360	610	2,020	815
New Brunswick	730,705	29,380	17,575	10,200	385	470	755
Newfoundland and Labrador	512,250	45,725	28,375	7,790	6,450	555	2,560
Northwest Territories	41,135	20,860	13,185	3,390	4,080	160	55
Nova Scotia	908,340	51,495	25,830	23,310	795	835	720
Nunavut	35,580	30,550	190	165	30,140	55	10
Ontario	13,242,160	374,395	236,680	120,585	3,860	5,730	7,540
Prince Edward Island	139,685	2,740	1,875	710	75	20	65
Quebec	7,965,450	182,890	92,655	69,360	13,945	2,760	4,170
Saskatchewan	1,070,560	175,015	114,570	57,880	360	1,300	905
Yukon	35,110	8,195	6,690	1,015	225	160	105

Based on the above:

- While the largest populations of Aboriginals are in Ontario, British Columbia, and Alberta, they represent smaller percentages of the total Canadian populations in those provinces – Aboriginal persons only make up 2.8% of the total population of Ontario, 5.9% of British Columbia, and 6.5% of Alberta;
- In comparison, Aboriginal persons have the strongest concentration in Nunavut, Northwest Territories, and Yukon – approximately 85.9% of Nunavut's population is comprised of Aboriginal persons, while 50.7% of Northwest Territories are and 23.3% of Yukon are Aboriginals;
- First Nations persons make up the majority of Aboriginal persons in all provinces/territories except for Nunavut – First Nations persons account for less than 1% of the Aboriginal population in Nunavut, whereas they account for 50% or more of Aboriginals in all other provinces/territories;
- The largest communities of Métis are in Nova Scotia, Alberta, and Manitoba – Métis make up 45.8% of Aboriginals in Nova Scotia, 44.2% in Alberta, and 40.0% in Manitoba; and
- Inuk (Inuit) persons are concentrated in Nunavut, accounting for 98.7% of the Aboriginal population in that territory, 19.6% in Northwest Territories, and 14.1% in Newfoundland and Labrador.



Aboriginal Population Adults 25+ by Province/Territory (2016 Census)

Province/Territory	Total A25+	Total Aboriginal Identity A25+	First Nations (North American Indian) A25+	Métis A25+	Inuk (Inuit) A25+	Multiple Aboriginal Responses A25+	Other Aboriginal A25+
TOTAL – Canada	24,411,295	941,520	520,705	362,455	31,535	11,815	15,010
Alberta	2,712,000	137,805	67,965	65,685	1,345	1,465	1,355
British Columbia	3,328,390	155,530	96,685	53,880	850	2,220	1,890
Manitoba	835,500	113,700	59,515	52,495	280	895	520
New Brunswick	539,200	18,090	9,680	7,355	200	340	530
Newfoundland and Labrador	383,200	29,295	18,150	4,985	4,075	295	1,790
Northwest Territories	26,650	12,005	7,535	2,145	2,220	65	30
Nova Scotia	668,230	31,380	14,345	15,505	455	540	540
Nunavut	17,795	13,750	130	135	13,475	20	10
Ontario	9,342,635	221,360	133,685	77,555	1,995	3,285	4,830
Prince Edward Island	100,130	1,455	945	420	25	10	35
Quebec	5,710,270	116,605	56,230	49,120	6,355	1,980	2,920
Saskatchewan	722,225	85,520	51,680	32,520	205	605	485
Yukon	25,075	5,035	4,130	655	95	80	90

Concerning Aboriginal Adults 25+, the geographic distribution and population ratios are similar to the distribution in overall Canadian population:

- Aboriginal Adults 25+ are most numerous in Ontario, British Columbia, and Alberta, but they represent smaller percentages in those provinces – Aboriginal Adults 25+ only make up 2.4% of the total Adult 25+ population of Ontario, 5.1% of Alberta, and 4.7% in British Columbia;
- They make up 3.9% of Canada's adult 25+ population, compared to 4.9% of Canada's overall population – this means that the current Aboriginal population skews younger relative to the total population in Canada;
- The ratio of Aboriginal Adults 25+ to total Adults 25+ in each province/territory is similar to the entire population – Aboriginal Adults 25+ make up 77.3% of the Adult 25+ population in Nunavut, 45.1% in Northwest Territories, and 20.1% in Yukon;
- The largest communities of Métis Adults 25+ are still in Nova Scotia, Manitoba, and Alberta; and
- Inuk Adults 25+ still account for the largest proportion of Aboriginals in Nunavut.

However, the distribution of specific Aboriginal identities skews when filtering for Adults 25+. While the overall population of First Nations persons made up the majority of Aboriginal persons in nearly all provinces/territories except for Nunavut, First Nations Adults 25+ no longer account for the majority Aboriginal group in Nova Scotia, Quebec, or Alberta, as well as Nunavut.



➤ **Language**

Based on an assessment of the below tables, the majority of Canada's population can speak English or French. A very small portion of likely Canadian Class members who do not speak either English or French are likely to be located in Nunavut and speak only an Inuit language (largely Inuktitut).

Mother Tongue of Canadian Population of Adults 25+ by Province/Territory (2016 Census)

Province/Territory	Total A25+	English A25+	French A25+	Non-Official Language A25+	English & French A25+	English & Non-Official Language A25+	French & Non-Official Language A25+	English, French, & Non-Official Language A25+
TOTAL – Canada	24,679,055	13,225,430	5,247,880	5,727,280	91,805	319,640	51,345	15,690
Alberta	2,748,590	1,973,930	59,300	660,705	6,145	45,595	2,090	825
British Columbia	3,362,510	2,243,075	50,520	1,007,595	6,095	52,480	1,695	1,035
Manitoba	850,010	581,290	33,050	215,820	2,465	16,680	530	190
New Brunswick	544,125	340,175	181,615	16,755	4,400	930	200	55
Newfoundland and Labrador	386,470	375,280	1,965	8,260	300	600	35	15
Northwest Territories	26,830	18,945	905	6,480	60	405	30	5
Nova Scotia	671,575	609,795	25,270	31,765	2,060	2,410	170	110
Nunavut	17,875	5,140	455	11,995	15	255	10	0
Ontario	9,405,845	5,966,490	385,440	2,838,785	29,595	171,255	9,505	4,775
Prince Edward Island	101,135	91,590	4,130	4,875	250	245	25	5
Quebec	5,807,490	407,785	4,490,840	806,085	39,020	18,410	36,805	8,555
Saskatchewan	731,150	591,535	13,150	114,740	1,270	10,095	250	115
Yukon	25,440	20,400	1,225	3,410	120	265	10	5

- The majority of Canadian Adults 25+ (53.6%) claim English, 21.3% claim French, and 23.2% claim a non-official language as their mother tongue;
- English dominates as the mother-tongue language in nearly all provinces except Quebec and Nunavut – 77.3% of Quebec Adults 25+ claim French and 67.1% of Nunavut Adults 25+ claim a non-official language as their mother tongue; and
- The majority of Adults 25+ in each territory identifies either English or French (with or without an additional language) as their mother tongue – Nunavut is the only region where only 36.4% of Adults 25+ identify English or French as their mother tongue (as part of a single or multiple response).

Knowledge of Languages – Single and Multiple Language Responses (2016 Census)

Languages	Total	Single Responses	Multiple Responses
Any	34,460,060	21,025,925	13,434,140



Official Languages	33,818,210	20,464,040	13,354,170
English	29,748,260	16,794,015	12,954,250
French	10,242,950	3,670,030	6,572,920
Non-Official Languages	9,369,280	561,885	8,807,400
Aboriginal Languages	263,840	7,295	256,545
Cree-Montagnais	116,585	2,405	114,175
Eastern Algonquin (Mi'kmaq)	9,765	20	9,740
Ojibway-Potawatomi	46,680	525	46,160
Athabaskan (Dene Majority)	23,655	320	23,340
Inuit (Inuktitut Majority)	42,985	3,985	38,995
Other Aboriginal	26,660	30	26,625

- The majority of Canadians (98.1%) can speak any English or French;
- Only 1.6% of Canadians speak neither English nor French;
- Of the non-official language speakers, only 1.3% represents Aboriginal-only speakers, meaning less than 1% of the overall Canadian population speaks only an Aboriginal language;
- Only 2.8% of those who speak an Aboriginal language do not know any other language;
- The majority of Canadians who cannot speak an official language only speak Inuit – 54.6% of those who speak only an Aboriginal language only speak Inuit; and
- 9.3% those who speak Inuit, 2.1% of those who speak Cree, 1.4% of those who speak an Athabaskan language, and 1.1% of those who speak Ojibway do not know any other language.

**Primary Aboriginal Language Spoken
and Self-Rated Ability to Speak Primary Aboriginal Language
Aboriginal Population Aged 6 Years and Over (2012 APS)**

Primary Aboriginal Language	Any Aboriginal ³	Very Well or Relatively Well	With Effort or Only a Few Words
Any	345,890	--	--
Cree	129,470	20,990	108,320
Mi'kmaq	10,090	820	9,260
Ojibway	59,040	7,720	51,290
Dene	9,360	4,270	5,080
Inuktitut	39,510	26,840	12,640
Other	86,790	12,780	73,890
None	598,840	--	--
Not Specified	11,630	--	--
TOTAL		73,420	260,480

³ Defined as being able to speak any Aboriginal language, even if only a few words.



- Of the 963,110 Aboriginal persons aged 6 years and over who were surveyed, only 345,890 (35.9%) said they can speak any Aboriginal language, if only a few words;
- The majority of Aboriginals who can speak any Aboriginal language, only 73,420 (21.2%) said they can speak their primary Aboriginal language very well or relatively well – the majority (75.3%) can only speak with effort or only a few words;
- The largest share of Aboriginal spoken is Cree (37.4%), followed by other Aboriginal language (25.1%), Ojibway (17.1%), and Inuktitut (11.4%); and
- Inuktitut is the only primary language where the majority of speakers (67.9%) are fluent – Aboriginals who identify any other Aboriginal language as their primary are less fluent, with Ojibway speakers (86.9%) being the least fluent in their primary language.

Proposed Notice Strategies

The Notice Plan consists of a combination of notice placements in leading newspapers and consumer magazines, and on a variety of websites, including the social media site, Facebook. Activity also includes the distribution of a national press release and provides an option to include Aboriginal publications.

The Notice Plan is designed to reach approximately 70% of Canadian adults 25 years of age or older.

Proposed Notice Tactics

Following is a summary of the recommended notice tactics.

1. **Consumer Publications (Print & Digital Replica):** We recommend a third-page notice placement in a leading English and French consumer magazine. The Notice will be translated into French for the French-language publication.

Publication	Issuance	Notice Size	Language	# of Insertions
<i>Macleans</i>	Weekly	Third Page	English	1
<i>Macleans - L'actualité</i>	Weekly	Third Page	French	1
TOTAL				2

MACLEAN'S L'actualité

- Weekly English (*Maclean's*) and French (*L'actualité*) news and general interest magazines
 - Print Circulation: 225,963
 - Audience (digital & print): 2.3M readers
2. **Daily Newspapers:** We recommend placing an approximate quarter page notice once in the weekend edition of Canada's leading mainstream newspapers. The papers include two national papers and 12 leading local dailies within the highest populated Census Metropolitan Areas (CMAs), for a total of 14 insertions. The Notice will be translated into French for the two French-language newspapers.

Province/Territory	City/Newspaper	Language	Average Daily Circulation
National/ Ontario	<i>The Globe and Mail</i>	English	336,487
National/ Ontario	<i>The National Post</i>	English	186,108



Alberta	Calgary Herald	English	106,916
Alberta	Edmonton Journal	English	92,542
British Columbia	Vancouver Sun	English	136,787
Manitoba	Winnipeg Free Press	English	106,473
Nova Scotia	Halifax Chronicle-Herald	English	91,490
New Brunswick	Saint John Telegraph Journal	English	26,850
Newfoundland	Charlottetown Guardian	English	14,377
Prince Edward Island	St. John's Telegram	English	28,509
Québec	Le Journal de Montréal	French	232,332
Québec	Montréal La Presse*	French	289,933
Saskatchewan	Saskatoon Star Phoenix	English	39,008
Saskatchewan	Regina Leader Post	English	34,136
TOTAL			1,024,121

* La Presse will discontinue its print edition in 2018, however its website and tablet platform will be available to purchase. If the notice plan schedule will not allow for the print edition, it will be substituted with a quarter screen tablet edition.

3. **Internet Banners:** To further extend reach, we recommend purchasing approximately 17,975,000 English internet impressions and approximately 5,650,000 French internet impressions over a one-month period over the Google Display Network (GDN) and the social media site Facebook. The internet banners will be targeted to Adults 25+ and will include an embedded link to the case website.

Google Display Network **facebook.**

- GDN is a vast ad network that reaches over 90% of internet users and harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet.
- Facebook is the largest social media platform in terms of both audience size and engagement.

The digital media campaign proposed here will be routinely monitored by KCC's digital specialists to analyze key campaign performance indicators (KPIs), like click-through rates (CTRs) and costs per action (CPAs). This knowledge will be leveraged to allocate placements to sites that have demonstrated successful KPIs throughout the course of the campaign.

4. **Informational Press Release:** We recommend issuing an informational press release in both English and French across Canada Newswire (CNW), Canada's main and oldest newswire company. The press release will be disseminated to all major digital, print and broadcast news outlets across Canada plus all local newspapers in smaller urban and significant rural markets. CNW will also post the release on the wire's Twitter and Facebook pages. The press release distribution will be supplemented with delivery to a national list of Aboriginal multi-media CNW subscribers (indigenous publications, websites, radio stations and television). Although we are not able to speculate on the number of press outlets that would report the story, the press release will provide a valuable role in distributing information in a cost-effective manner.
5. **Organizational Outreach:** To extend awareness, Aboriginal agencies and organizations will be asked to provide voluntary assistance in the distribution of Notices to potential Class members.



For example, a letter will be emailed, faxed and/or mailed to Indigenous Organizations and Friendship Centres alerting them to the settlement and attaching a Summary Notice (or website link to the Summary Notice) for distribution, publication or public posting.

Optional Aboriginal Publications

To extend coverage among indigenous communities that may be in contact with Canadian Class members, we recommend a half-page notice placement in all or some of the following Aboriginal publications.

Aboriginal Publication	Coverage	Issuance
<i>First Nations Drum</i>	National	Monthly
<i>Turtle Island News</i>	National	Monthly
<i>Aboriginal Spirit of Saskatchewan</i>	Saskatchewan	Monthly
<i>Western Native News</i>	Alberta	Monthly
<i>Ha-Shilth-Sa</i>	British Columbia	Bi-Weekly
<i>Kantou News</i>	British Columbia	2x week
<i>Nunavut News North</i>	Nunavut	Weekly
<i>Nunatsiaq News</i>	Nunavut	Weekly
<i>NWT News North</i>	Northwest Territories	Weekly
<i>Mi'kmaq-Maliseet</i>	Nova Scotia	Monthly
<i>Windspeaker</i>	National	Internet Banners – 27,500 impressions

Media Costs for the Above Program

Media Type	Cost (CAD)*
Consumer Publications	\$14,204
Newspapers	\$82,500
Internet Banners & Facebook	\$36,587
Press Release	\$1,600
Translations	\$1,229
Organizational Outreach (150 mailings)	\$4,741
Total:	\$140,861
Aboriginal Media (Optional)	\$0 - 24,000

*All prices are based on best estimates and valid for 30 days

**All media placements subject to final review and approval by the vendor

MARCIA BROWN

and

THE ATTORNEY GENERAL OF CANADA

Plaintiff

Defendant

Court File No.: CV-09-00372025-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto
Proceeding under the *Class Proceedings Act*, 1992

ORDER

WILSON CHRISTEN
137 Church Street

Toronto, ON M5B 1Y4

Jeffrey Wilson LS#17649K

Jessica Braude LS# 64806F

Tel: 416-360-5952 / Fax: 416-360-1350

MORRIS COOPER

Barrister 99 Yorkville Avenue, Main Floor

Toronto, Ontario

M5R 3K5

Lawyers for the Plaintiff

*THIS IS EXHIBIT "111" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Garth Myers

From: Garth Myers
Sent: March-14-18 2:54 PM
To: 'Moore, Catharine'; Henderson, Travis; Celeste Poltak; Brucker, Barney; 'Gagnon, Yanick'; 'Pouliot, Helene'; 'cooper@cooperlaw.ca' (cooper@cooperlaw.ca); 'Brenda Christen'; 'tmerchant@merchantlaw.com'; 'David Klein'; 'Angela Bessflug'
Cc: Balint, Levente-Adrian
Subject: RE: Scoop - Update on Notice Plan
Attachments: Sixties Scoop Conf Call

All –

I spoke with KCC and Collectiva to discuss the progress of the Notice Plan today. KCC reports that the final publication (Ha-Shilth-Sa) is running tomorrow, otherwise notice is complete. Collectiva has provided a summary chart of letters received, telephone calls, emails, info packages mailed out and objections, which is enclosed. Finally, Collectiva reports that class member communication is coming in at the same rate.

We would be grateful if Yanick and Helene could place this before Justice Shore.

Regards,

Garth

**KOSKIE
MINSKY** Garth Myers
Associate

T: +1 416-595-2102 | F: +1 416-204-4924 | E: gmyers@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

kmlaw.ca

From: Moore, Catharine [mailto:Catharine.Moore@justice.gc.ca]
Sent: March-01-18 3:42 PM
To: Henderson, Travis; Garth Myers; Celeste Poltak; Brucker, Barney; 'Gagnon, Yanick'; 'Pouliot, Helene'; 'cooper@cooperlaw.ca' (cooper@cooperlaw.ca); 'Brenda Christen'; 'tmerchant@merchantlaw.com'; 'David Klein'; 'Angela Bessflug'
Cc: Balint, Levente-Adrian
Subject: RE: Scoop - Update on Notice Plan

Colleagues -

Further to the updates below, I write to advise that counsel from Koskie Minsky and the AGC met with KCC and Collectiva to discuss the progress of the Notice Plan on February 29.

KCC reports that notice is unfolding as anticipated. One further publication with Ha-Shilth-Sa is anticipated on March 15 but all other contemplated activities have now been completed and a final report will be provided shortly.

Collectiva reports that they have received 2 further objections for a total of four and those were circulated to you yesterday. They also advise that they are receiving 20 to 30 calls per day from (likely) class members as well as social workers and Friendship Centres and that, although many of the calls are difficult, callers seem generally happy to have someone to speak with. Collectiva has undertaken to provide statistics with respect to call volume, duration, etc. for our next call so if any of you are interested in specific information, please let us know so that we can pass that along to them. I wondered if a regional distribution would be helpful or if we could identify some key issues to track; for example, legal fees.

The next meeting is scheduled for March 14.

We would be grateful if Yanick and Helene could place this before Justice Shore.

Thank you all very much.

Catharine Moore

General Counsel
Civil Litigation Section
50 O'Connor Street, Ottawa, ON K1A 0H8
National Litigation Sector
Department of Justice Canada / Government of Canada
Catharine.moore@justice.gc.ca / Tel: 613-670-6390 / Fax: 613-954-1920

Avocate Principale
Secteur national du contentieux
Ministère de la Justice du Canada
50, rue O'Connor, Ottawa (Ontario) K1A 0H8
Secteur national du contentieux
Ministère de la Justice Canada / Gouvernement du Canada
Catharine.moore@justice.gc.ca / Tél. : 613-670-6390 / Téléc. 613-954-1920

This communication contains information that may be confidential, exempt from disclosure, subject to litigation privilege or protected by the privilege that exists between lawyers or notaries and their clients. If you are not the intended recipient, you should not read, rely on, retain, or distribute it. Please delete or otherwise destroy this communication and all copies of it immediately, and contact the sender at 613-670-6390 or by email at Catharine.moore@justice.gc.ca

Ce message contient des renseignements qui pourraient être confidentiels, soustraits à la communication, ou protégés par le privilège relatif au litige ou par le secret professionnel liant l'avocat ou le notaire à son client. S'il ne vous est pas destiné, vous êtes priés de ne pas le lire, l'utiliser, le conserver ou le diffuser. Veuillez sans tarder le supprimer et en détruire toute copie, et communiquer avec l'expéditeur au 613-670-6390 ou à catharine.moore@justice.gc.ca

From: Henderson, Travis

Sent: Thursday, February 15, 2018 12:36 PM

To: Moore, Catharine <Catharine.Moore@justice.gc.ca>; Garth Myers <gmyers@kmlaw.ca>; 'Celeste Poltak'

<cpoltak@kmlaw.ca>; Brucker, Barney <Barney.Brucker@justice.gc.ca>; 'Gagnon, Yanick' <Yanick.Gagnon@cas-satj.gc.ca>; 'Pouliot, Helene' <Helene.Pouliot@cas-satj.gc.ca>; 'cooper@cooperlaw.ca' (cooper@cooperlaw.ca) <cooper@cooperlaw.ca>; 'Brenda Christen' <brenda@wilsonchristen.com>; 'tmerchant@merchantlaw.com' <tmerchant@merchantlaw.com>; 'David Klein' <dklein@callkleinlawyers.com>; 'Angela Bespflug' <abespflug@callkleinlawyers.com>

Cc: Balint, Levente-Adrian <Levente-Adrian.Balint@justice.gc.ca>

Subject: RE: Scoop - Update on Notice Plan

Colleagues -

Further to the first update on the below, I write to advise that counsel from Koskie Minsky and the AGC met with KCC and Collectiva to discuss the progress of the Notice Plan.

KCC reports that notice is unfolding as anticipated. Further placements in McLeans, L'actualite and the Alberta Native News will be published shortly and Internet postings will also be completed by February 19, 2018.

Collectiva reports that they have received 2 objections, only one of which used objections form. They also advise that around 20% of their callers are experiencing a great deal of anxiety about not being able to obtain records which have been destroyed. Callers also indicate that they have been advised that there is a list that they must get on in order to receive compensation. Collectiva is not sure where this (mis)information comes from but there is some indication that it is circulating on Facebook so if counsel have active FB groups, please try to straighten this out. Going forward, Collectiva will continue to be clear that they are not accepting claim applications now but will put the caller's name on a list to receive communications after settlement approval.

We also had some discussion about providing notice to incarcerated class members. Collectiva has had inquiries from one penitentiary in AB and the Foundation Table heard from an expert who works in the federal system and believes there are likely to be federally incarcerated class members. The call participants will consider a strategy for notice to incarcerated class members for discussion at the next call.

The next meeting is scheduled for Feb 28.

On a related point, Collectiva has been asked to update its proposal to rationalize it with the executed SA. The intention is to schedule it to the approval Order and include a provision that Canada will pay.

Finally, please find attached an email from Collectiva containing the two objections that have been received to date.

We would be grateful if Yanick and Helene could place this before Justice Shore.

Thank you,

Travis

Travis Henderson

A/Senior Counsel
Civil Litigation Section
50 O'Connor Street, Ottawa, ON K1A 0H8
National Litigation Sector

Department of Justice Canada / Government of Canada
Travis.Henderson@justice.gc.ca / Tel: 613-670-6374 / Fax: 613-941-5879

Avocat conseil/i
 Secteur national du contentieux
 Ministère de la Justice du Canada
 50, rue O'Connor, Ottawa (Ontario) K1A 0H8
 Secteur national du contentieux
 Ministère de la Justice Canada / Gouvernement du Canada
Travis.Henderson@justice.gc.ca / Tél. : 613-670-6374 / Téléc. 613-941-5879

This communication contains information that may be confidential, exempt from disclosure, subject to litigation privilege or protected by the privilege that exists between lawyers or notaries and their clients. If you are not the intended recipient, you should not read, rely on, retain, or distribute it. Please delete or otherwise destroy this communication and all copies of it immediately, and contact the sender at (613-670-6374) or by email at (Travis.Henderson@justice.gc.ca). Thank you.

Ce message contient des renseignements qui pourraient être confidentiels, soustraits à la communication, ou protégés par le privilège relatif au litige ou par le secret professionnel liant l'avocat ou le notaire à son client. S'il ne vous est pas destiné, vous êtes priés de ne pas le lire, l'utiliser, le conserver ou le diffuser. Veuillez sans tarder le supprimer et en détruire toute copie, et communiquer avec l'expéditeur au (613-670-6374) ou à (Travis.Henderson@justice.gc.ca). Merci de votre collaboration.

From: Moore, Catharine
Sent: Wednesday, January 31, 2018 4:22 PM
To: Garth Myers <gmyers@kmlaw.ca>; 'Celeste Poltak' <cpoltak@kmlaw.ca>; Henderson, Travis <Travis.Henderson@justice.gc.ca>; Brucker, Barney <Barney.Brucker@justice.gc.ca>; 'Gagnon, Yanick' <Yanick.Gagnon@cas-satj.gc.ca>; 'Pouliot, Helene' <Helene.Pouliot@cas-satj.gc.ca>; "cooper@cooperlaw.ca" <cooper@cooperlaw.ca>; 'Brenda Christen' <brenda@wilsonchristen.com>; 'tmerchant@merchantlaw.com' <tmerchant@merchantlaw.com>; 'David Klein' <dklein@callkleinlawyers.com>; 'Angela Besspflug' <abesspflug@callkleinlawyers.com>
Cc: Balint, Levente-Adrian <Levente-Adrian.Balint@justice.gc.ca>
Subject: Scoop - Update on Notice Plan

Colleagues –

As anticipated on our conference call of January 10, counsel from Koskie Minsky LLP and the AGC met this afternoon with the notice provider (KCC) and the Administrator (Collectiva) to discuss progress of the notice plan.

KCC advised that the plan was unfolding as anticipated with a small glitch by the Globe and Mail not publishing our material last Saturday. They will publish this Saturday and will provide an additional publication at no cost. Direct mail to identified organizations including friendship centres will go out this Friday and publication will appear in McLeans and L'Actualité this weekend. KCC has advised that notice is scheduled to be complete within the Court-approved timeline.

Collectiva advised that, generally, class members seemed happy with the settlement and they had only one individual file an objection - he is Métis and likely not a class member. Collectiva noted some class members have difficulty reading and understanding and they have been requested to print and mail some of the materials. Collectiva also noted frequent comments and questions from class members in connection with legal fees. Some class members are concerned because they have already completed forms with lawyers and they have been told that they will need legal representation. Collectiva responds that legal advice will not be necessary and the Administrator will assist with the completion of the application form. Some callers indicate that their lawyers have estimated \$5,000 for completing claims form. Where particular firms or counsel are identified to them, Collectiva will pass the information on to us. (One

of the firms identified was Higgerty Law to whom we sent a cease and desist letter last week; and, while some changes were made to their website in response, they are still advertising 15% fees.)

We will meet regularly with KCC and Collectiva and keep you advised of our discussions. Our next meeting is February 14.

We would appreciate if Yanick and Helene could please bring this to the attention of Justice Shore.

Thank you all very much -

Catharine Moore

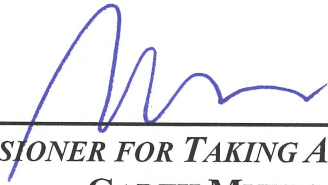
General Counsel
Civil Litigation Section
50 O'Connor Street, Ottawa, ON K1A 0H8
National Litigation Sector
Department of Justice Canada / Government of Canada
Catharine.moore@justice.gc.ca / Tel: 613-670-6390 / Fax: 613-954-1920

Avocate Principale
Secteur national du contentieux
Ministère de la Justice du Canada
50, rue O'Connor, Ottawa (Ontario) K1A 0H8
Secteur national du contentieux
Ministère de la Justice Canada / Gouvernement du Canada
Catharine.moore@justice.gc.ca / Tél. : 613-670-6390 / Téléc. 613-954-1920

This communication contains information that may be confidential, exempt from disclosure, subject to litigation privilege or protected by the privilege that exists between lawyers or notaries and their clients. If you are not the intended recipient, you should not read, rely on, retain, or distribute it. Please delete or otherwise destroy this communication and all copies of it immediately, and contact the sender at 613-670-6390 or by email at Catharine.moore@justice.gc.ca

Ce message contient des renseignements qui pourraient être confidentiels, soustraits à la communication, ou protégés par le privilège relatif au litige ou par le secret professionnel liant l'avocat ou le notaire à son client. S'il ne vous est pas destiné, vous êtes priés de ne pas le lire, l'utiliser, le conserver ou le diffuser. Veuillez sans tarder le supprimer et en détruire toute copie, et communiquer avec l'expéditeur au 613-670-6390 ou à catharine.moore@justice.gc.ca

*THIS IS EXHIBIT "112" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

PRIVILEGED AND CONFIDENTIAL

November 2017

Sixties Scoop Settlement Agreement**WHEREAS:**

A. Between 1951 and 1991, Indian and Inuit children were taken into care and placed with non-Indigenous parents where they were not raised in accordance with their cultural traditions nor taught their traditional languages (the “Sixties Scoop”);

B. Various class proceedings were commenced against Canada in provincial superior courts and the Federal Court in connection with the Sixties Scoop;

C. The Parties desire a fair, comprehensive and lasting resolution of the legacy of the Sixties Scoop;

D. The Parties further desire the promotion of healing, education, reconciliation and commemoration;

E. The Parties entered into an Agreement in Principle on August 30, 2017 for the resolution of the legacy of the Sixties Scoop:

- (i) to settle the Class Actions in accordance with and as provided for in this Agreement;
- (ii) to provide for payment by Canada in accordance with the Funding Provisions;
- (iii) to provide Individual Payments to Eligible Class Members; and,

PRIVILEGED AND CONFIDENTIAL

- (iv) to establish a Foundation to enable change and reconciliation and, in particular, access to education, healing/wellness and commemoration activities for communities and individuals.

F. The Foundation is intended to bridge the generations and give meaning to suffering as well as to provide healing and reconciliation for the whole of Canada, now and for the future.

G. The Parties, subject to the Approval Orders, have agreed to amend or discontinue and consolidate all of the existing Proposed Class Actions to assert two Class Actions for the purposes of settlement;

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

I. This Agreement is not to be construed as an admission of liability by Canada;

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

PRIVILEGED AND CONFIDENTIAL

SECTION ONE INTERPRETATION

1.01 Definitions

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

“Adjusted Payment” means:

- a) if there are fewer than 20,000 Eligible Class Members, the amount calculated by dividing the Designated Amount by the number of Eligible Class Members, up to a maximum of fifty thousand dollars (\$50,000.00); or,
- b) if there are more than 30,000 Eligible Class Members, the amount calculated by dividing seven hundred and fifty million dollars (\$750,000,000.00) by the number of Eligible Class Members.

“Administrator” means the entity appointed by the Court to carry out the duties assigned to in Section Eight (8);

“Adopted” means a child adopted pursuant to applicable provincial or territorial legislation;

“Agreement in Principle” means the Agreement signed in Vancouver, British Columbia, on August 30, 2017 and attached hereto as Schedule “A”;

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

PRIVILEGED AND CONFIDENTIAL

“Approval Orders” means:

- a) the judgment of the Federal Court certifying the Omnibus Federal Court Class Action and approving this Agreement as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of the Class Actions pursuant to the applicable class proceedings legislation and the common law; and,
- b) the judgement of the Ontario Superior Court of Justice in the Brown Class Action approving this Agreement as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of the Class Actions pursuant to the applicable class proceedings legislation and the common law.

“Base Payment” means twenty-five thousand dollars (\$25,000.00);

“Brown Class Action” means the litigation in the Ontario Superior Court of Justice styled as *Brown v. AGC* with court file number CV-09-00372025CP;

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

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

PRIVILEGED AND CONFIDENTIAL

“Class Actions” means the Omnibus Federal Court Class Action referred to in Section 5.01 and 5.02 and the Brown Class Action;

“Class Members” means all individuals including Persons Under Disability

(a) who are included in the Omnibus Federal Court Class Action and who have not opted out and who are not deemed to have opted out of the Omnibus Federal Court Class Action on or before the expiry of the Opt Out Period; or,

(b) who are included in the Brown Class Action;

“Court” means either:

a) the Ontario Superior Court of Justice; or,

b) the Federal Court;

“Designated Amount” means five hundred million dollars (\$500,000,000.00);

“Determination Date” means the day the Administrator determines the number of Eligible Class Members in accordance with Section 6.04(3);

“Eligible Class Member” means a Class Member who was alive on February 20, 2009 and whose application for an Individual Payment is approved in accordance with the provisions of this Agreement:

“Enhanced Amount” means the amount required to make a Base Payment to each Eligible Class Member in the event that the Designated Amount is

PRIVILEGED AND CONFIDENTIAL

insufficient to do so; however, in no circumstances will the Enhanced Amount exceed seven hundred and fifty million dollars (\$750,000,000.00);

“Estate Executor” means the estate executor, administrator, trustee or liquidator of the deceased Class Member’s or Eligible Class Member’s estate or the personal representative of the Class Member or Eligible Class Member who is under a disability in accordance with applicable provincial and territorial legislation;

“Exceptions Committee” means the committee established in Section Nine (9) to carry out the duties assigned to it in this Agreement;

“Foundation” means the Foundation established by Canada in accordance with this Agreement and initially funded by Canada to the extent of fifty million dollars (\$50,000,000.00);

“Implementation Date” means the latest of:

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

“Indian” has the meaning ascribed to it in the *Indian Act*;

PRIVILEGED AND CONFIDENTIAL

“Indian Affairs and Northern Development” or **“INAC”** means the department of the federal government tasked to perform the duties in relation to processing the Individual Payment Application described in Schedule “B”.

“Individual Payment” means a lump sum payment made to an Eligible Class Member in the manner set out in Section Six (6); and, for greater certainty, means either the Base Payment or the Adjusted Payment and, in no circumstances, will any Eligible Class Member receive a payment from this settlement which exceeds fifty thousand dollars (\$50,000.00);

“Individual Payment Application” means an application for an Individual Payment completed substantially in the form attached hereto as Schedule “B” and signed by an Eligible Class Member or his or her Estate Executor along with any supporting documentation;

“Individual Payment Application Deadline” means the nine (9) month anniversary of the Implementation Date;

“Inuit” means individuals who are currently enrolled in the:

1. Nunavut Inuit Enrolment List as specified in article 3.1 of the Nunavut Land Claims Agreement;
2. Nunavik Land Claims Agreement;
3. Labrador Inuit Land Claims Agreement; and,
4. Inuvialuit Land Claims Agreement;

or individuals whom the Exceptions Committee deems to be Inuit.

PRIVILEGED AND CONFIDENTIAL

“Omnibus Federal Court Class Action” means the class action referred to in Sections 5.01 and 5.02;

“Opt Out Period” means the ninety (90) day period commencing on the date the Federal Court approves this settlement;

“Opt Out Threshold” means the Opt Out Threshold set out in Section 5.09;

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

“Permanent Ward” means a child who was committed permanently to the custody or guardianship of a province or territory or provincial or territorial child welfare authority pursuant the applicable provincial or territorial legislation;

“Person Under Disability” means

- a) a minor as defined by that person’s province or territory of residence;
- or
- b) a person who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom a Estate Executor has been appointed;

“Proposed Class Actions” means the proceedings listed in Schedule “D”;

“Reconsideration Officer” means the individual appointed by the Court to

PRIVILEGED AND CONFIDENTIAL

carry out the duties assigned to him or her in Section 6.07 and Section 9.03;

PRIVILEGED AND CONFIDENTIAL

1.02 Headings

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

1.03 Extended Meanings

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

1.04 No *Contra Proferentem*

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

PRIVILEGED AND CONFIDENTIAL

1.05 Statutory References

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

1.06 Day For Any Action

Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

1.07 When Order Final

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

1.08 Currency

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

PRIVILEGED AND CONFIDENTIAL

1.09 Schedules

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

Schedule A – Agreement in Principle

Schedule B – Individual Payment Application Form

Schedule C – Proposed Class Actions

Schedule D – Foundation Table

Schedule E – Omnibus Federal Court Statement of Claim

Schedule F – Federal Court Consolidation Order

Schedule G – Language Restricting Claims to Several Liability

Schedule H – Amendments to Each Proposed Class Action

Schedule I – Federal Court Approval Order

Schedule J – Brown Approval Order

Schedule K – Contact Information for Counsel

Schedule L – Opt Out Form

Schedule M – Individual Payment Application Process

Schedule N – Claimant Address Search Plan

1.10 No Other Obligations

All actions, causes of actions, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses *and interest which any Class Member ever had, now has or may hereafter* have arising in relation to the Sixties Scoop against Canada, whether such

PRIVILEGED AND CONFIDENTIAL

claims were made or could have been made in any proceeding including the Class Actions, will be finally settled based on the terms and conditions set out in this Agreement upon the Implementation Date, and Canada will have no further liability except as set out in this Agreement.

SECTION TWO

EFFECTIVE DATE OF AGREEMENT

2.01 Date when Binding and Effective

This Agreement will become effective and be binding on and after the Implementation Date on all the Parties and the Class Members. The Approval Orders will constitute approval of this Agreement in respect of all Class Members.

2.02 Effective in Entirety

None of the provisions of this Agreement will become effective unless and until the Courts approve all the provisions of this Agreement.

SECTION THREE

THE FOUNDATION

3.01 The Foundation

(1) Canada will establish the Foundation in accordance with the the *Canada Not For Profit Corporations Act*.

PRIVILEGED AND CONFIDENTIAL

- (2) The Parties specifically agree that their intention is for the Foundation to continue after the other elements of this Agreement are complete in order to continue to enable change and reconciliation and that the Foundation may receive funding from other sources in order to do so.
- (3) The Parties agree that they will convene a separate negotiation table to particularize the objects of the Foundation (the "Foundation Table"); however, the Parties agree that:
- a. the main purpose of the Foundation is to enable change and reconciliation and, in particular, access to healing/wellness, commemoration and education activities for communities and individuals;
 - b. the Foundation shall be governed by a board of not fewer than six and not more than ten members, one of which shall be appointed by Canada;
 - c. the Foundation is a living entity and it is intended to be responsive to the challenges of current and future needs; and,
 - d. the Foundation is intended to benefit the Class Members and to complement and not duplicate government programs.
- (4) The Foundation Table shall consist of the representatives set out in Schedule "D". The Parties agree that there may be circumstances under which the representatives identified in Schedule "D" will not be able to participate; however, no substitutions will be permitted except *by consensus of the Foundation Table*.

PRIVILEGED AND CONFIDENTIAL

- (5) Canada will initially fund the Foundation with fifty million dollars (\$50,000,000.00);
- (6) Any surplus in the Designated Amount after an Adjusted Payment has been made to all of the Eligible Class Members will be paid to the Foundation.

SECTION FOUR FUNDING

4.01 Individual Payment Funding

- (1) On or before the thirtieth (30th) day after the Determination Date, Canada will pay to the Administrator for the benefit of the Class Members either the Designated Amount or the Enhanced Amount as follows:
- I. If the Administrator determines that there are twenty thousand (20,000) or fewer Eligible Class Members, Canada will pay the Designated Amount; or
 - II. If the Administrator determines that there are more than twenty thousand Eligible Class Members, Canada will pay the Enhanced Amount.
- (2) In no circumstances, will Canada be required to pay more than the Enhanced Amount or will the Enhanced Amount exceed seven hundred and fifty million dollars (\$750,000,000.00).
- (3) The Administrator shall hold the moneys in an interest-bearing

PRIVILEGED AND CONFIDENTIAL

account; however, any interest earned thereon will be held in trust for the Foundation and, upon payment of all the Eligible Class Members, the interest shall be paid out to the Foundation.

4.02 Foundation Funding

On the later of

- a. the date the Foundation comes into existence; or,
- b. the Implementation Date,

Canada will transfer fifty million dollars (\$50,000,000.00) to the Foundation in accordance with Section 3.01(5).

4.03 Legal Fees, Notice and Administration Fees

Canada will pay amounts for legal fees, notice and administration fees and all applicable taxes in accordance with this Agreement.

4.04 Social Benefits

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

(2) Canada will make its best efforts to obtain the agreement of the necessary Federal Government Departments that the receipt of any

PRIVILEGED AND CONFIDENTIAL

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

SECTION FIVE

IMPLEMENTATION OF THIS AGREEMENT

5.01 Class Actions

The Parties agree that *Riddle v. HMQ* (T-2212-16), *White v. AGC* (T-294-17), and *Charlie v. HMQ* (T-421-17) (the “Federal Court Class Actions”) will be consolidated into the uniform Omnibus Federal Court Class Action.

5.02 Content of the Omnibus Federal Court Class Action

The Omnibus Federal Court Class Action will assert common causes of action encompassing and incorporating all claims and causes of action asserted in the Federal Court Class Actions. The Statement of Claim in the Omnibus Federal Court Class Action will be in the form attached as Schedule “E”.

5.03 Consent Order

- (1) The Parties will consent to an order in the Federal Court in the form attached as Schedule “F” consolidating the Federal Court Class Actions into the Omnibus Federal Court Class Action as set out in

PRIVILEGED AND CONFIDENTIAL

Section 5.01 and 5.02.

- (2) For greater certainty, the order consented to in the Federal Court will not amend nor merge nor have any other impact on the Brown Class Action.

5.04 Class Definitions

- (1) The Parties agree that it is their intent to resolve the claims of all Indian (as defined by the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents.
- (2) The class in the Brown Class Action is defined pursuant to the Order of Justice Belobaba dated September 27, 2013 as follows:

Indian children who were taken from their homes on reserves in Ontario between December 1, 1965 and December 31, 1984 and were placed in the care of non-aboriginal foster or adoptive parents who did not raise the children in accordance with the aboriginal person's customs, traditions and practices.

- (3) The class in the Omnibus Federal Court Class Action will be defined as the following:

All Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents excluding any members of the class action in the Ontario Superior Court of Justice styled as *Brown v. AGC* with court file number CV-

PRIVILEGED AND CONFIDENTIAL

09-00372025CP.

- (4) The Parties agree to either amend the class definitions in the Proposed Class Actions listed in Schedule "C" or any other action commenced or continued by any of the counsel listed in Schedule "K" to specifically exclude the Class Members and to preclude claims by other parties against Canada in relation to the Class Members' claims, or to discontinue the Proposed Class Actions. For greater certainty, the nature of the amendments for each of the Proposed Class Actions is described in Schedule "H". Furthermore, should any Proposed Class Action listed in Schedule "C" that names Canada as the only defendant be amended to include any other defendant, then that claim shall also be amended to include language substantially in the form set out in Schedule "G".
- (5) The Parties agree that it is their intent that only the claims of the Class Members be compromised by this Agreement and that nothing in this Agreement will be construed to preclude or otherwise diminish any causes of action that members of the Proposed Class Actions listed in Schedule "C" who are not Class Members as defined herein may have against Canada or other entities.

5.05 Consent Certification

The Parties agree that concurrent with the application for the Order referred to in Section 5.03, an application will be made to the Federal Court for the consent certification of the Omnibus Federal Court Class Action for the

PRIVILEGED AND CONFIDENTIAL

purposes of settlement in accordance with the terms of the Agreement.

5.06 Omnibus Federal Court Approval Order

An Approval Order will be sought in the form attached as Schedule "I".

5.07 Brown Class Action Approval Order

There will be a separate Approval Order in relation to the Brown Class Action which will be, in all respects save as to class membership, in the same terms and conditions as the approval order issued in the Federal Court. For greater certainty, the Brown Class Action Approval Order will be sought in the form attached as Schedule "J".

5.08 Notice

- (1) The parties will agree to notice plans to provide notice of the approval hearing and of the settlement's approval and the process to apply for an Individual Payment.
- (2) Canada agrees to fund the notice plans.
- (3) The Parties agree that contact information as set out in Schedule "K" for counsel to the Brown Class Action and the Omnibus Federal Court Class Action will be referenced in the written materials and website *information of the notice program.*

PRIVILEGED AND CONFIDENTIAL

- (4) The legal notice will include an opt out form generally in the form attached as Schedule "L".
- (5) There will be a "1-800" number funded by Canada which will provide scripted information concerning the settlement.

5.09 Opt Out Threshold

- (1) If the number of Class Members who would have been Eligible Class Members opting out or deemed to have opted out under the Approval Orders exceeds two thousand (2,000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with this Section. Canada has the right to waive compliance with this provision within thirty (30) days after the end of the Opt Out Period.
- (2) In any event, for each Class Member who opts out and the Parties agree is likely to have received an Individual Payment if he or she had applied, Canada shall deduct twenty-five thousand dollars (\$25,000) from the Enhanced Amount. A copy of any opt out form received will be provided to counsel for the Parties.

PRIVILEGED AND CONFIDENTIAL

SECTION SIX

INDIVIDUAL PAYMENTS

6.01 Individual Payments

Subject to Section 6.03(4), the Administrator will make an Individual Payment to every Eligible Class Member provided that:

- a) the Individual Payment Application is submitted to the Administrator in accordance with the provisions of this Agreement;
- b) the Individual Payment Application is received prior to the Individual Payment Application Deadline;
- c) the Individual Payment Application is validated in accordance with the provisions of this Agreement; and
- d) the Eligible Class Member was alive on February 20, 2009.

6.02 Amount of the Individual Payment

(1) Depending on number of Eligible Class Members, the Administrator will make Individual Payment in the amount of either:

- a. a Base Payment; or,
- b. *an Adjusted Payment.*

(2) In no circumstances will an Individual Payment exceed fifty thousand dollars (\$50,000.00).

PRIVILEGED AND CONFIDENTIAL

6.03 Individual Application Process

- (1) The claims process is intended to be expeditious, cost effective, user-friendly and to minimize the burden on the applicant. The Administrator and the Reconsideration Officer shall, in the absence of reasonable grounds to the contrary, assume the applicant to be acting honestly and in good faith. The Administrator and the Reconsideration Officer are instructed to draw all reasonable and favourable inferences that can be drawn with respect to the application, as well as resolving any doubt as to whether a claim has been established in favour of the applicant.
- (2) No Eligible Class Member will receive an Individual Payment without submitting an Individual Payment Application to the Administrator.
- (3) The Administrator will not accept an Individual Payment Application prior to the Implementation Date or after the Individual Payment Application Deadline.
- (4) Notwithstanding Sections 6.03(2) and 6.03(3), where the Reconsideration Officer is satisfied that an Eligible Class Member is a Person Under Disability on the Individual Payment Application Deadline or was delayed from delivering an Individual Payment Application on or before the Individual Payment Application Deadline as a result of undue hardship or exceptional circumstances, the Reconsideration Officer will direct the Administrator to consider the

PRIVILEGED AND CONFIDENTIAL

Individual Payment Application received after the Individual Payment Application Deadline, but in no case will the Administrator consider an Individual Payment Application submitted more than ninety (90) days after the Individual Payment Application Deadline.

- (5) No person may submit more than one (1) Individual Payment Application on his or her own behalf.
- (6) Where a Class Member does not submit an Individual Payment Application as prescribed by this Agreement that Class Member will not be entitled to receive an Individual Payment and any such entitlement will be forever extinguished.
- (7) The Administrator will process all Individual Payment Applications substantially in accordance with Schedule "M" attached hereto.
- (8) Where a claim form contains minor omissions or errors, the Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available or obvious to the Administrator.
- (9) The Administrator will give notice to an applicant of its decision in respect of his or her Individual Payment Application within thirty (30) days of the decision being made.
- (10) A decision of the Administrator is final and binding upon the

PRIVILEGED AND CONFIDENTIAL

claimant and the Administrator, subject only to the Individual Payment Reconsideration Procedure set out in Section 6.07.

- (11) The Administrator agrees to make all Individual Payments as soon as practicable after the number of Eligible Class Members has been determined.

6.04 Determination of the Amount Payable by Canada

- (1) On the ninety-first (91st) day after the Individual Payment Application Deadline, the Administrator will forward any Individual Payment Applications for which no final determination has been made to the Exceptions Committee;
- (2) If there are Individual Payment Applications which have not been finally determined on the Determination Date, the Exceptions Committee may direct the Administrator to calculate the amount owing by Canada as if the applicants or some of them had been finally determined to be Eligible Class Members. If, in fact, the applicants or some of them are finally determined not to be Eligible Class Members, an amount equal to the total of what their Individual Payments would have been if they had been determined to be Eligible Class Members will be provided to the Foundation.
- (3) Within one hundred and twenty (120) days of the Individual Payment Application Deadline (the "Determination Date"), the Administrator will determine the number of Eligible Class Members and advise

PRIVILEGED AND CONFIDENTIAL

Canada whether it will pay the Designated Amount or the Enhanced Amount as set out in Section 4.01;

- (4) If Canada is required to pay the Enhanced Amount, the Administrator will forthwith advise as to the precise amount Canada will be required to pay; however, in no circumstance will Canada be required to pay more than seven hundred and fifty million dollars (\$750,000,000.00);
- (5) For greater certainty, if Canada is required to pay the Enhanced Amount, the precise amount which Canada will be required to pay is equal to twenty-five thousand dollars (\$25,000.00) multiplied by the number of Eligible Class Members; however, in no circumstance will Canada be required to pay more than seven hundred and fifty million dollars (\$750,000,000.00);
- (6) Within thirty (30) days of the Administrator's advice to Canada of the required amount, Canada will pay that amount to the Administrator.

6.05 Excess Designated Amount

If the total amount of the Individual Payments is less than the Designated Amount, the Administrator will pay the balance to the Foundation along with any accrued interest.

6.06 Individual Payment Administrative Costs

PRIVILEGED AND CONFIDENTIAL

The Parties agree that Canada will pay the costs of the Administrator relating to the Individual Payments and their distribution as recommended in writing by the Exceptions Committee.

6.07 Individual Payment Reconsideration Procedure

- (1) The Parties agree the decision of the Administrator as to whether an Individual Payment will be made is intended to be final.
- (2) The claims process is intended to prevent fraud and abuse. If the Administrator believes that the claim is fraudulent or contains intentional misstatements, the claim may be rejected.
- (3) Where the Administrator intends to reject a claim in whole or in part, the applicant shall be contacted by phone or in writing to advise of the intent and reason for rejection and to invite the applicant to provide additional information to support the claim. The process is meant to be informative, informal and to promote, where reasonably possible, payment for the claims of removal from Indigenous families.
- (4) If no information or documents pursuant to section 6.07(3) can remedy the intent to reject and the Claims Administrator rejects a claim, or if the claim is deficient and the Administrator is unable to contact the applicant in accordance with section 6.07(3), the Administrator shall send to the applicant's last known postal address a notice advising the applicant of the Administrator's decision, which shall be accompanied by a form permitting the Applicant to request

PRIVILEGED AND CONFIDENTIAL

reconsideration of the claim by the Reconsideration Officer.

- (5) Within thirty (30) days after the rejection notice has been sent to the applicant by the Administrator, the applicant may request reconsideration by the Reconsideration Officer by mailing to the Administrator a copy of the reconsideration form.
- (6) The Reconsideration Officer may request documents or other evidence where appropriate to better clarify or validate a claim made, but such requests shall not be extensive or put the applicant to unreasonable efforts in view of the nature of the claim made, the credibility and reliability of the applicant and the spirit and intent of the settlement, including the need for a system that is respectful, reconciliatory and simple. The reconsideration decision shall be provided within thirty (30) days of receipt of the applicant's request.
- (7) The decision of the Reconsideration Officer is final without any recourse or appeal to the court or any other tribunal.
- (8) In the exceptional circumstance that the Reconsideration Officer cannot make a decision on a Reconsideration application, the Reconsideration Officer may refer the matter to the Exceptions Committee, as constituted herein in section 9.02, for final and binding determination.

6.08 Eligible Class Members Address Search Plan

PRIVILEGED AND CONFIDENTIAL

Where after six months have elapsed from the distribution of Individual Payments the Administrator will identify all Eligible Class Members to whom settlement cheques have been mailed but who have not deposited their settlement cheques and conduct searches substantially in accordance with the Eligible Class Member Address Search Plan attached as Schedule "N". If, after conducting the searches in Schedule "N", the Eligible Class Member still cannot be located, the amount of his or her Individual Payment shall be paid to the Foundation.

SECTION SEVEN

INDIVIDUAL PAYMENTS TO APPROVED ESTATE EXECUTORS

7.01 Compensation if Deceased

If a Class Member or Eligible Class Member dies or died on or after February 20, 2009 and the Individual Payment Application required under Section Six (6) has been submitted to the Administrator by him or her prior to his or her death or by his or her Estate Executor after his or her death, the Estate Executor shall be paid the amount payable under Section Six (6) to which the deceased Eligible Class Member would have been entitled if he or she had not died.

7.02 Person Under Disability

If an Eligible Class Member is or becomes a Person Under Disability prior to receipt of an Individual Payment and the Individual Payment Application required under Section Six (6) has been submitted to the Administrator by

PRIVILEGED AND CONFIDENTIAL

him or her prior to becoming a Person Under Disability or by his or her Estate Executor after he or she becomes a Person Under Disability within the period set out in Section Six (6), the Estate Executor will be paid the amount payable under Section Six (6) to which the Eligible Class Member who has become a Person Under Disability would have been entitled if he or she had not become a Person Under Disability.

SECTION EIGHT

Duties of the Administrator

8.01 Administrator

The Administrator's duties and responsibilities will be the following:

- a) developing, installing and implementing systems and procedures for processing, evaluating and making decisions respecting Individual Payment Applications which reflect the need for simplicity in form, including processing the Individual Payment Applications substantially in accordance with Schedule "M";
- b) developing, installing and implementing systems and procedures for making Individual Payments;
- c) reporting to the Exceptions Committee on a monthly basis respecting Individual Payment Applications received and being administered and determined;

PRIVILEGED AND CONFIDENTIAL

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

PRIVILEGED AND CONFIDENTIAL

- h) If a Class Member or Eligible Class Member contacts the Administrator and expresses the desire to communicate in a language other than English or French, the Administrator will make best efforts to accommodate him or her;
- i) maintaining a database with all information necessary to permit a determination and making a determination whether Canada must pay the Designated Amount or the Enhanced Amount and, if Canada is required to pay the Enhanced Amount, what the precise amount of that payment should be on the Determination Date; and,
- j) such other duties and responsibilities as either of the Courts may from time to time by order direct.

SECTION NINE

EXCEPTIONAL CIRCUMSTANCES

9.01 General Principle

The Parties agree that they are not currently able to precisely contemplate or describe exhaustively all of the criteria for qualification as an Eligible Class Member. The Parties desire to establish a procedure to avoid injustice and ensure that Individual Payments are paid to Eligible Class Members in accordance with the underlying principle of this Agreement; specifically, compensation for long term placement with non-Indigenous families resulting in cultural loss.

PRIVILEGED AND CONFIDENTIAL

9.02 The Exceptions Committee

- (1) The Parties agree that there will be an Exceptions Committee consisting of four members; specifically,
- a. A representative of class counsel present for the discussions leading up to this Agreement;
 - b. A representative of Canada present for the discussions leading up to this Agreement;
 - c. An Indigenous representative, agreed upon by the Parties; and,
 - d. Justice Michel M.J. Shore or such other Federal Court Judge as the Chief Justice of the Federal Court may designate if Justice Shore is unable to continue.
- (2) The purposes of the Exceptions Committee will be to:
- a. consider and decide whether certain Class Members will be determined to be Eligible Class Members;
 - b. receive and consider reports from the Administrator;
 - c. give such directions to the Administrator as may, from time to time, be necessary;
 - d. consider any disputes between the Parties in relation to the implementation of this Agreement; and,
 - e. any other matters assigned to it pursuant to this Agreement.

PRIVILEGED AND CONFIDENTIAL

- (3) The Exceptions Committee will specifically take into consideration the discussions leading up to this Agreement having regard to the general principle set out in Section 9.01 in making its decisions.
- (4) The Exceptions Committee will endeavour to arrive at a consensus; however, in the event that consensus cannot be achieved, Justice Shore, or another Judge designated by the Chief Justice of the Federal Court if Justice Shore is unable to continue, will decide the matter.
- (5) The decision of the Exceptions Committee will be final.

9.03 Duty on Reconsideration

If, in the course of reconsidering the Individual Payment Application of a Class Member, the Reconsideration Officer determines that he or she is unable to conclude that the Class Member is an Eligible Class Member but, having regard to the objects, intentions and spirit of the settlement, that the Class Member's circumstances are such that he or she should be considered to receive an Individual Payment, the Reconsideration Officer shall refer the Individual Payment Application and any related documents to the Exceptions Committee for consideration along with a report from the *Reconsideration Officer indicating:*

- a) why the Class Member was not determined to be an Eligible Class Member; and,
- b) why the Exceptions Committee should consider circumstances of the

PRIVILEGED AND CONFIDENTIAL

Class Member to be sufficiently similar to those of an Eligible Class Member to warrant an Individual Payment.

SECTION TEN

RELEASES

10.01 Class Member Releases

The Approval Orders will declare that:

- a) Each Class Member and his/her Estate Executor and heirs (hereinafter "Releasers") 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 or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Releaser ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the Sixties Scoop and this release includes any such claim made or that could have been made in any proceeding including the Class Actions whether asserted directly by the Releaser or by any other person, group or legal entity on behalf of or as representative for the Releaser.
- b) This Agreement does not preclude claims against any third party that are restricted to whatever such third party may be directly

PRIVILEGED AND CONFIDENTIAL

liable for, and that do not include whatever such third party can be jointly liable for together with Canada, such that the third party has no basis to seek contribution, indemnity or relief over by way of equitable subrogation, declaratory relief or otherwise against Canada.

- c) For greater certainty, the Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to the Sixties Scoop, including any claim against provinces or territories or other entities for abuse while in care; then, the Releasors will expressly limit their claims to exclude any portion of Canada's responsibility;
- d) 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.

PRIVILEGED AND CONFIDENTIAL

- e) For greater certainty, the Parties agree this Settlement Agreement does compromise any claims that Class Members have against any Province, Territory or any other entity, other than as expressly stated herein;

- f) For greater certainty, the Parties agree that this Agreement does not affect the rights of:
 - a. Class Members who opt out of any class action that is certified pursuant to this Settlement Agreement; or,
 - b. Individuals who are not Class Members.

10.02 Cessation of litigation

- (1) Upon execution of this Agreement, the representative plaintiffs named in the Class Actions and their counsel will cooperate with Canada and make best efforts to obtain approval of this Agreement and general participation by Class Members in all aspects of the Agreement.

- (2) Each counsel listed in Schedule "K" undertakes not to commence or assist or advise on the commencement or continuation of any actions or proceedings against Canada calculated to or having the effect of undermining this Agreement;

PRIVILEGED AND CONFIDENTIAL

- (3) Each counsel listed in Schedule "K" who commences or continues litigation against any person or persons who may claim contribution or indemnity from Canada in any way relating to or arising from any claim which is released by this Agreement, agrees that they will limit such claims to exclude any portion of Canada's responsibility.

SECTION ELEVEN

LEGAL FEES

11.01 Legal Fees

Canada agrees to compensate the counsel representing parties to this Agreement in respect of their legal fees and disbursements through a payment equal to fifteen percent (15%) of the Designated Amount plus applicable taxes. Canada will pay this amount as directed in writing by all of the counsel listed on Schedule "K" on the Implementation Date for distribution in agreed-upon shares.

11.02 No Other Fees to be Charged

The Parties agree that it is their intention that the Individual Payments be made to the Eligible Class Members without any reduction on account of fees; and, accordingly:

- a) No counsel or law firm listed in Schedule "K" or who accepts a

PRIVILEGED AND CONFIDENTIAL

payment for legal fees from Canada will charge any Class Member any fees or disbursements in respect of an Individual Payment; and,

- b) Each counsel listed in Schedule "K" undertakes to make no further charge for legal work for any Class Member with respect to claims under this Agreement.

11.03 Pre-Approval of Fees Required

No fee may be charged to Class Members in relation to claims under this Agreement by counsel not listed on Schedule "K" without prior approval of the Federal Court.

PRIVILEGED AND CONFIDENTIAL

SECTION TWELVE

CONDITIONS AND TERMINATION

12.01 Agreement is Conditional

This Agreement will not be effective unless and until it is approved by the Courts or confirmed on appeal, and if such approvals are not granted by each of the Courts on substantially the same terms and conditions save and except for the variations in class membership contemplated in Section 5.04, this Agreement will thereupon be terminated and none of the Parties will be liable to any of the other Parties hereunder.

12.02 Termination of Agreement

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

12.03 Amendments

Except as expressly provided in this Agreement, no amendment or supplement may be made to the provisions of this Agreement and no restatement of this Agreement may be made unless agreed to by the Parties in writing and any such amendment, supplement or restatement is approved by the Courts without any material differences.

PRIVILEGED AND CONFIDENTIAL

SECTION THIRTEEN

GENERAL

13.01 No Assignment

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

(2) An Individual Payment will be made to each Eligible Class Member by direct deposit or by cheque mailed to his or her home. Where the Eligible Class Member is deceased or under a disability, the Individual Payment will be made to his or her Estate Executor by direct deposit or by cheque.

13.02 Compensation Inclusive

For greater certainty, the amounts payable to Eligible Class Members under this Agreement are inclusive of any prejudgment or postjudgment interest or other amounts that may be claimed by Eligible Class Members against Canada for claims arising from the Sixties Scoop.

13.03 Applicable Law

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

PRIVILEGED AND CONFIDENTIAL

13.04 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof 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.

13.05 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs and Estate Executors.

13.06 Counterparts

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

13.07 Official Languages

Canada will prepare a French translation of this Agreement for use at the Approval Hearings. As soon as practicable after the execution of this Agreement, Canada will arrange for the preparation of an authoritative

PRIVILEGED AND CONFIDENTIAL

French version. The French version shall be of equal weight and force at law.

13.08 Dispute Resolution

The Parties agree that any dispute in relation to the implementation of this Agreement will be finally determined by the Exceptions Committee.

SECTION FOURTEEN

CONFIDENTIALITY

14.01 Confidentiality

Any information provided, created or obtained in the course of this settlement, whether written or oral, will be kept confidential by the Parties and their counsel, all Class Members and the Administrator and will not be used for any purpose other than this settlement unless otherwise agreed by the Parties.

14.02 Destruction of Class Member Information and Records

Within two years of completing the Individual Payments, the Administrator will destroy all Class Member information and documentation in its possession.

14.03 Confidentiality of Negotiations

Save as may otherwise be agreed between the Parties, the undertaking of

PRIVILEGED AND CONFIDENTIAL

confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement in Principle and this Agreement continues in force.

SECTION FIFTEEN COMMUNICATIONS

15.01 Public Communications

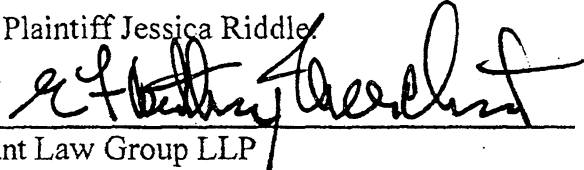
Save as may otherwise be agreed upon, the Parties will not engage in any media or public communications or disclosure of or about this Agreement until a date and manner agreed to by the Parties.

15.02 Public Announcements

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

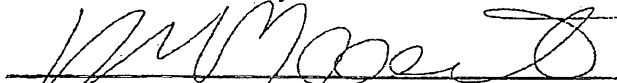
IN WITNESS WHEREOF the Parties have executed this Agreement at Vancouver as of this 30th day of November, 2017.

For the Plaintiff Jessica Riddle


Merchant Law Group LLP

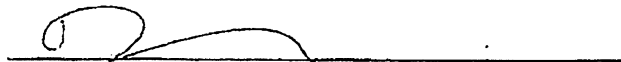
PRIVILEGED AND CONFIDENTIAL

For the Plaintiff Wendy Lee White:



Kaskie Minsky LLP

For the Plaintiff Catriona Charlie:

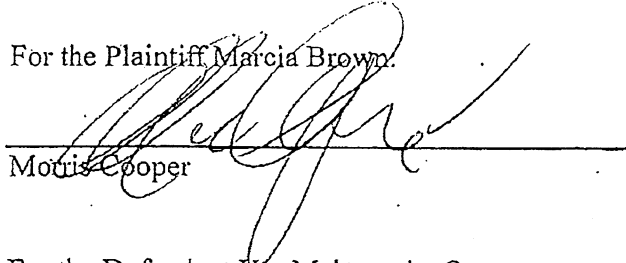


Kleia Lawyers

For the Plaintiff Marcia Brown:

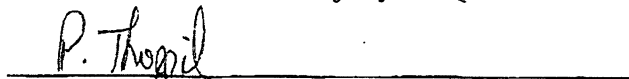
Wilson Christen LLP

For the Plaintiff Marcia Brown:



Morris Cooper

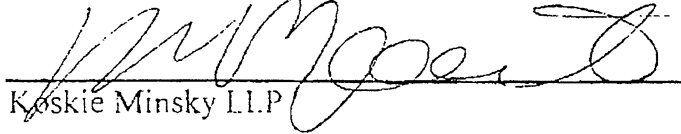
For the Defendant Her Majesty the Queen:



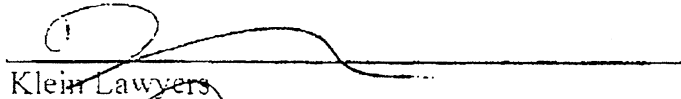
Indian Affairs and Northern Development Canada
Paul Thoppil
Chief Finances, Results and Delivery Officer

PRIVILEGED AND CONFIDENTIAL

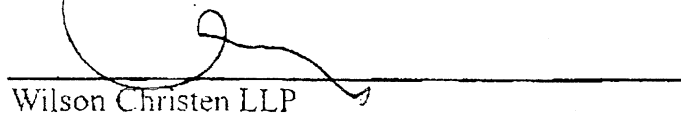
For the Plaintiff Wendy Lee White:


Koskie Minsky LLP

For the Plaintiff Catriona Charlie:


Klein Lawyers

For the Plaintiff Marcia Brown:


Wilson Christen LLP

For the Plaintiff Marcia Brown:

Morris Cooper

For the Defendant Her Majesty the Queen:

Indian Affairs and Northern Development Canada
Paul Thoppil
Chief Finances, Results and Delivery Officer

Docket: T-2212-16

FEDERAL COURT

BETWEEN

JESSICA RIDDLE

Plaintiff

And

HER MAJESTY THE QUEEN

Defendant

Docket: T-294-17

BETWEEN

WENDY LEE WHITE

Plaintiff

and

THE ATTORNEY GENERAL OF CANADA

Defendant

Docket: T-421-17

BETWEEN

CATRIONA CHARLIE

Plaintiff

And

HER MAJESTY THE QUEEN

Defendant

Court file # CV-09-00372025

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN

MARCIA BROWN and ~~ROBERT COMMANDA~~

Plaintiff

and

THE ATTORNEY GENERAL OF CANADA

Defendant

AGREEMENT IN PRINCIPLE

THE FOUNDATION

1. Canada shall establish a Foundation in accordance with the guidelines in the *Canada Not For Profit Corporations Act*. Canada shall fund the Foundation to the extent of \$50M (the "Initial Funding"); however, the Initial Funding may be augmented from other sources. The Parties agree that they will convene a separate negotiation table to particularize the objects of the Foundation (the "Foundation Table"); however, the Parties agree that the main purpose of the Foundation is to enable change and reconciliation and, in particular, access to education, healing/wellness and commemoration activities for communities and individuals. The Parties also acknowledge that the Foundation is a living entity and may be amended from time to time to respond to the challenges of current and future needs. The Foundation is intended to complement and not duplicate government programs.
2. The Foundation Table shall consist of three (3) representative plaintiffs; two (2) plaintiffs' counsel, the Assistant Deputy Minister, Resolution and Individual Affairs for INAC or his agreed-upon designate Krista Robertson, one (1) counsel from Canada, and Justice Shore.

CLASS DEFINITION

3. All "Indians" (as per the *Indian Act* – registered or entitled to be registered) and "Inuit" who were removed from their homes in Canada from 1951 to 1991 and placed in the care of non-Indigenous foster or adoptive parents.

APPROVED CLAIMANTS

4. All "Indians" (as per the *Indian Act* – registered or entitled to be registered) and "Inuit" who were removed from their homes in Canada from 1951 to 1991 and who were adopted or made Crown wards or permanent wards and placed in the care of non-Indigenous foster or adoptive parents.
5. Individual Payments shall be made to Approved Claimants as follows:
 - Canada shall pay \$500M to the Administrator (the "Designated Amount");
 - The Administrator shall pay \$25,000 to each Approved Claimant (the "Base Payment");
 - Any residue after the Base Payments are made shall be distributed equally among the Approved Claimants to a maximum total payment of \$50,000 to each Approved Claimant (the "Augmented Payment");
 - After payment of the Augmented Payments, any further residue shall be applied to the Foundation described in paragraphs 1 and 2.

UNLESS

- The Designated Amount is insufficient to make a Base Payment to each Approved Claimant THEN, Canada shall pay an amount sufficient to make a Base Payment to each Approved Claimant (the "Enhanced Amount")

HOWEVER

- In no circumstances shall Canada be required to pay any amount in excess of a total of \$750M for individual payments to Approved Claimants; and,
- If the Enhanced Amount is not sufficient to make a Base Payment to each Approved Claimant, then the Enhanced Amount shall be divided equally among the Approved Claimants.

For greater certainty; if the number of Approved Claimants is:

- 10,000, each individual will receive \$50,000;
- 15,000, each individual will receive \$30,000 $\{(15,000 \times \$25,000) + (\$125M/15,000 = \$5,000)\}$
- 20,000, each individual will receive \$25,000;
- 25,000, each individual will receive \$25,000 and Canada will pay an additional \$125M $\{25,000 \times \$25,000 = \$625M - \$500M(\text{Designated Amount}) = \$125M\}$
- 35,000, each individual will receive \$21,400 $(\$750M/35,000)$

NOTICE AND ADMINISTRATION

6. The Parties shall jointly agree on a notice program and administration process to be paid for by Canada to an agreed-upon maximum amount.

RELEASES

7. The class members agree to release Canada from any and all claims that have been pleaded or could have been pleaded with respect to their placement in foster care, Crown wardship or permanent wardship, and/or adoption. Such release shall include, but not be limited to, claims for: loss of language, culture, and identity, claims for sexual and physical abuse, Charter or constitutional claims, etc.

SETTLEMENT APPROVAL

8. The Parties agree that the settlement agreement shall be approved:
 - a) In *Brown v Canada* in the Ontario Superior Court of Justice; and,
 - b) In an action constituted in the Federal Court consistent with the terms of the settlement agreement.
9. Furthermore, the Parties agree that class counsel shall amend all other actions to eliminate claims which will be settled in this action and seek bar orders with respect to any actions that have or may be brought against any other party where Canada may be added as a third party.

EXCEPTIONAL CIRCUMSTANCES

10. The Parties agree to establish a mechanism to consider class members who are not Approved Claimants but whose circumstances are such that they should be considered for individual payment or other relief.

OPT-OUTS

11. For each opt out who is eligible to receive an individual payment, Canada shall deduct \$25,000 from the Enhanced Amount.
12. Should 2,000 class members opt out, Canada, in its sole discretion, may decide not to proceed with the settlement agreement and shall have no further obligations in this regard.
13. The Parties agree to work together to minimize the number of opt outs.

SOCIAL BENEFITS AND TAXATION

14. Canada shall make best efforts ensure that any Approved Claimant's entitlement to federal social benefits or social assistance benefits will not be negatively affected by receipt of an individual payment and that individual payments will not be considered taxable income within the meaning of the *Income Tax Act*.

15. Canada will use its best efforts to obtain agreement with provincial and territorial governments to the effect that the receipt of any individual payments will not affect the amount, nature, or duration of any social benefits or social assistance benefits available or payable to any class member.

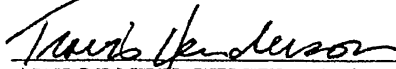
LEGAL FEES

16. Canada shall pay to class counsel 15% of the Designated Amount plus applicable GST/PST/HST as legal fees. Class counsel agree that no amount shall be taken from any payments made to Approved Claimants on account of fees. Class counsel further agree to perform any additional work required on behalf of class members at no additional charge.

Signed at Vancouver this 30th day of August 2017.

CANADA, as represented by the Attorney General of Canada

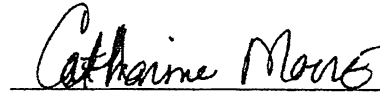
BY:



ATTORNEY GENERAL OF CANADA

For the Defendant

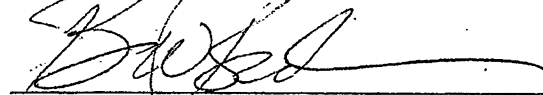
BY:



ATTORNEY GENERAL OF CANADA

For the Defendant

BY:



ATTORNEY GENERAL OF CANADA

For the Defendant

THE PLAINTIFFS, as represented by Class Counsel

BY:


KLEIN LAWYERS

For the Plaintiff Catriona Charlie

BY:


MERCHANT LAW GROUP LLP

For the Plaintiff Jessica Riddle

BY:


KOSKIE MINSKY LLP

For the Plaintiff Wendy Lee White

BY:



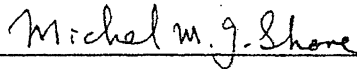
WILSON, CHRISTEN LLP
For the Plaintiff Marcia Brown

BY:



MORRIS COOPER
For the Plaintiff Marcia Brown

Mediated, authorized and approved by Justice Michel M.J. Shore of the Federal Court –
Mediator of the matter, known as the Sixties Scoop, 1951-1991.



Schedule B

Individual Payment Application Form

This is an application form to obtain an individual payment from the Sixties Scoop Settlement Agreement.

The settlement provides a payment to any registered Indian or Inuit person who was adopted or made a permanent ward and was placed in the care of non-Indigenous foster or adoptive parents in Canada between January 1, 1951 and December 31, 1991.

If this describes you, please read and complete the following form and send it to:

1. What is your full name? _____

Have you ever used any other names? (for example, birth names, adopted names, married names, etc.) Please list them here: _____

2. What is your date of birth? _____

3. Are you a registered Indian? Please provide your registration number here: _____

4. Are you entitled to be registered? Please complete the **Request for Registration** form.

5. Are you Inuit? Please indicate which Lands Claims Agreement you are enrolled in here:

6. If you were adopted, when? _____ where? _____

7. If you were made a permanent ward, when? _____ where? _____

8. Were you placed with non-Indigenous parents? _____

9. Do you have any documents with relate to your adoptions or wardship? Please provide a copy with your application form. Please do not send us original documents.

10. If you do not have any documents, you must consent to the Administrator arranging for the provincial records to be checked in order to substantiate your claim. Please indicate your consent by signing the **Consent to Search for Records** form.

11. [Optional] If you would like to share your story, please use this page. The information you provide may be used to evaluate your claim if records cannot be located or you may request that your story be shared with the Foundation. The Foundation will archive your story along with those of other Sixties Scoop survivors but only if you agree.

Declaration and signature: _____

Schedule "C"
Proposed Class Actions

Province	Court	Style of Cause	CFN
Alberta	Court of Queen's Bench	Peter Christopher van Name v. Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian and Northern Affairs of Canada; Her Majesty the Queen in Right of Alberta as represented by the Attorney General and Minister of Justice of Alberta	1101-11452
British Columbia	Supreme Court	Skogamhallait aslo known as Sharon Russell v. The Attorney General of Canada	VLC-S-S-113566
Manitoba	Queen's Bench	Priscilla Meeches and Stewart Garnett v. The Attorney General of Canada	CI 16-01-01540
Saskatchewan	Court of Queen's Bench	Maggie Blue Waters also known as Maggie Nelson v. Her Majesty the Queen in Right of Canada (as represented by the Minister of Indian Affairs and Northern Development of Canada and the Attorney General of Canada) and the Queen in Right of the Province of Saskatchewan (as represented by the Minister of Social Services of Saskatchewan and the Attorney General of Saskatchewan)	QBG 2635-2014
Alberta	Court of Queen's Bench	Sarah Glenn v. Attorney General of Canada	1601-13286
Manitoba	Queen's Bench	Lynn Thompson, David Chartrand and Laurie-Anne O'Cheek v. Her Majesty the Queen in Right of Manitoba, as represented by the Minister of Justice of Manitoba and Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian and Northern Affairs of Canada	CI 15-01-94427
Saskatchewan	Court of Queen's Bench	Simon Ash v. Attorney General of Canada	QBG 2487/16

Quebec	Superior Court	Marry-Ann Ward v. The Attorney General of Canada and the Attorney General of Quebec	500-06-000829-164
Ontario	Superior Court	Catherine Morrissette v. Her Majesty the Queen in Right of Ontario and Attorney General of Canada	CV-16-56559800CP
British Columbia	Supreme Court	Sarah Tanchak v. Her Majesty the Queen in Right of the Province of British Columbia and Attorney General of Canada	186178
Nova Scotia	Supreme Court	Linda Lou Flewin v. Attorney General of Canada and the Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia	458720

Schedule D
Foundation Table

Maggie Blue Waters	Representative Plaintiff
Chief Marcia Brown	Representative Plaintiff
Sharon Russell	Representative Plaintiff
Jeffery Wilson	Plaintiffs' Counsel
Tony Merchant	Plaintiffs' Counsel
Martin Reiher	Assistant Deputy Minister, Resolution and Individual Affairs Indian Affairs and Northern Development Canada
Krista Robertson	Senior Policy Analyst and designate for the Assistant Deputy Minister Indian Affairs and Northern Development Canada
Catharine Moore	General Counsel Department of Justice Canada
The Honourable Michel M.J. Shore	Judge of the Federal Court of Canada

Schedule "E"

Court File No. T-2212-16

**JESSICA RIDDLE, WENDY LEE WHITE and
CATRIONA CHARLIE**

Plaintiffs**and**

HER MAJESTY THE QUEEN

Defendant**Relief Sought**

1. The Plaintiffs, Catriona Charlie, Wendy Lee White and Jessica Riddle claim on their own behalf and on behalf of a class of similarly situated persons:
 - a. an order certifying this action as a class proceeding and appointing Catriona Charlie, Wendy Lee White and Jessica Riddle as Representative Plaintiffs;
 - b. a declaration that the Defendant breached fiduciary and common law duties of care;
 - c. general damages plus damages equal to the costs of administering the plan of distribution;
 - d. special damages in an amount to be determined;
 - e. exemplary, aggravated and punitive damages;
 - f. symbolic damages on an aggregate basis;
 - g. disgorgement by the Defendant of its profits;
 - h. pre-judgment and post-judgment interest;
 - i. costs; and
 - j. such further and other relief as this Honourable Court may deem just.

Nature of this Action

2. Ms. Charlie, Ms. White, Ms. Riddle and class members are Indians as defined by the *Indian Act*, RSC 1985, c I-5 and aboriginals within the meaning of section 35 of the *Constitution Act*, 1982, being Schedule B to the *Canada Act 1982 (UK)*, 1982 c 11.

3. This action concerns the practice of removing large numbers of Indian children from their families and communities and placing them in the care of non-indigenous foster or adoptive families (the “Sixties Scoop”).

4. Indian children who were victims of the Sixties Scoop lost their cultural identity and suffered psychologically, emotionally, spiritually and physically. They were also deprived of their status, their aboriginal and treaty rights and monetary benefits to which they were entitled pursuant to the *Indian Act*, RSC 1985, c I-5 and related legislation and policies.

The Parties

5. Catriona Charlie is a descendant of the Namgis people and a member of the Namgis First Nation. Immediately after her birth, Ms. Charlie was taken from her birth mother by the province of British Columbia (“BC Child Welfare”) and placed with a non-indigenous foster family. Ms. Charlie was adopted as a toddler by a non-indigenous family. Ms. Charlie currently resides in Port Alberni, British Columbia.

6. Wendy Lee White is a descendant of the Sheshatshiu Innu First Nation. Ms. White was taken from her birth mother by the province of Newfoundland and Labrador (“Nfld Child Welfare”) and placed in foster care. Ms. White was adopted as a toddler by a non-indigenous family. Ms. White currently resides in St. John’s, Newfoundland.

7. Jessica Riddle was taken from her birth parents by the Government of the Northwest Territories (“NWT Child Welfare”) and adopted to a non-indigenous family. Ms. Riddle currently resides in Lutselk’e, Northwest Territories.

8. The Defendant Her Majesty the Queen was, at all relevant times, responsible for the promotion of the health, safety and wellbeing of Indians in Canada, and for the administration of the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes. The Defendant has exclusive jurisdiction in respect of indigenous persons pursuant to section 91(24) of the *Constitution Act*, 1867, 30 & 31 Victoria, c 3 (UK) and the common law. The Defendant is liable for the conduct,

negligence and malfeasance of individuals who were at all material times Crown employees, agents and servants, pursuant to the *Crown Liability and Proceedings Act*, RSC 1985, c C-50.

The Class

The Proposed Class

9. All Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-indigenous foster or adoptive parents excluding any members of the class action in the Ontario Superior Court of Justice styled as *Brown v. Canada* with court file number CV-09-00372025CP (“Class Members”).

Aboriginal and Treaty Rights

10. The indigenous peoples from whom Ms. Charlie, Ms. White and Ms. Riddle have descended have exercised laws, customs and traditions integral to their distinctive societies prior to contact with Europeans. The Plaintiffs and Class Members’ aboriginal and treaty rights 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.

Delegation of Indian Child Welfare Services

11. The Defendant delegated Indian child welfare services to the provinces and territories largely through bilateral agreements entered into between the Defendant and each province and territory (each a “Delegation Agreement”, collectively the “Delegation Agreements”).

12. It was an express or implied term of each Delegation Agreement that provincial or territorial Children’s Aid Societies or related agencies (the “Agencies”) would provide child welfare services to Indian children and communities and that the Defendant would reimburse the Agencies on the basis of a daily charge for family services and the maintenance and supervision of each Indian child in care. While the dates during which the Sixties Scoop occurred in each province and territory varied, the phenomenon commenced in the early 1950s and continued until the mid-1990s.

13. As a consequence of the Defendant’s actions, both in entering into the Delegation Agreements and thereafter, Indian children were apprehended by the Agencies and removed from their indigenous families and communities and placed in the care of non-indigenous foster or

adoptive homes.

14. The Defendant's actions authorized a child welfare program that systemically eradicated the culture, society, language, customs, traditions, practices and spirituality of Indian children in each province and territory.

15. The Defendant's conduct was an improper and unlawful delegation of the Defendant's constitutional obligations arising under the *Constitution Act, 1867* (U.K.), 30 & 31 Vict., c. 3, s. 91(24) and the *Constitution Act, 1982*, s. 35, being Schedule B to the *Canada Act 1982 (UK)*, 1982 c 11 and were in contravention of the treaties between the Defendant and indigenous peoples. The Defendant's actions were also in contravention of the United Nations Genocide Convention to which Canada is a signatory.

The Representative Plaintiffs

Catriona Charlie

16. When Ms. Charlie was born on July 26, 1968 in Campbell River, British Columbia, she was immediately taken from her birth mother by BC Child Welfare.

17. Ms. Charlie spent the first 16 months of her life in a non-indigenous foster home. In November of 1969, Ms. Charlie was provisionally adopted. The adoption was finalized in February of 1972. Ms. Charlie's adoptive parents and four sisters were non-indigenous.

18. When Ms. Charlie was approximately 10 years old, she moved with her adoptive father and sisters to Edinburgh, Scotland. While in Scotland, Ms. Charlie was completely isolated from her indigenous-Canadian community. She was thousands of kilometers from her Namgis home and had no reasonable opportunity to maintain contact with her Namgis family and community.

19. While living in foster care and with her adoptive family throughout her childhood and teenage years, Ms. Charlie had no reasonable opportunity to maintain any connection with the traditions, language, customs, religion, heritage and culture of her Namgis community, and had no reasonable opportunity to exercise her aboriginal rights as a Namgis.

20. Ms. Charlie entered adulthood with a significantly impaired knowledge and experience of what it meant to be Namgis.

21. On June 24, 1994, Ms. Charlie moved from Scotland to the reserve land of her Namgis people in Alert Bay. She had hoped to connect with her birth family and learn the Namgis language, religion and culture.

22. Unfortunately, Ms. Charlie's birthmother had died in 1978, and Ms. Charlie generally felt awkward, alienated and alone in Alert Bay. She left Alert Bay after 2 years.

23. Ms. Charlie suffers from low self-esteem and, to this day, feels as though there is nowhere that she belongs.

Wendy Lee White

24. Ms. White was born Pauline Nuna on July 3, 1972 to an Innu mother in North West River, Labrador. Ms. White's biological father was not in her life.

25. Ms. White lived with her mother and various relatives until approximately 16 months of age when she was taken by Nfld Child Welfare and placed in foster care with non-indigenous parents. On or about May 3, 1975, Ms. White was adopted by a non-indigenous family. She was given a new name and a birth certificate from Corner Brook, Newfoundland.

26. Growing up, Ms. White never felt like she fit in. She experienced racism and was often ridiculed. Ms. White was not taught about her indigenous heritage, culture, traditions, customs and language. She had no reasonable opportunity to maintain contact with her Sheshatshiu Innu family and community.

27. Just prior to her nineteenth birthday, Ms. White learned that she was a member of the Sheshatshiu Innu First Nation. In the fall of 1997, Ms. White met with her biological mother and siblings.

28. In 2002, after completing her Master of Social Work, she moved to Goose Bay, Newfoundland. While Ms. White was excited to be working in close proximity to her people in Sheshatshiu and Natuashish, her excitement was short-lived. Ms. White tried to fit into – and identify with – the Innu culture she was born into, but she did not speak the language and did not understand the culture. Ms. White became emotionally, psychologically and spiritually overwhelmed. She felt alienated, anxious, hopeless, sad and resentful. She felt as if she did not belong anywhere.

29. Ms. White's experiences have significantly impacted her interpersonal relationships. She has difficulty opening up to others and suffers from low self-esteem, low self-worth and self-loathing.

Jessica Riddle

30. Jessica Riddle was born on September 26, 1983 in Yellowknife, Northwest Territories. Immediately after her birth, Ms. Riddle was taken from her birth parents by NWT Child Welfare.

31. Ms. Riddle was adopted out to a non-indigenous family in Hay River, Northwest Territories. Shortly after the adoption, the family moved to Bridgewater, Nova Scotia, thousands of kilometres away from Ms. Riddle's indigenous family and community. While in Bridgewater, Ms. Riddle felt like an "outsider", and she had no reasonable opportunity to maintain contact with her indigenous family and community. She never developed a trusting relationship with her adoptive parents and had difficulties forming social bonds.

32. While living with her adoptive family throughout her childhood and teenage years, Ms. Riddle had no reasonable opportunity to maintain any connection with the traditions, language, customs, religion, heritage and culture of her indigenous community, and had no reasonable opportunity to exercise her aboriginal rights.

33. At the age of 23, Ms. Riddle's biological mother located her, and Ms. Riddle was united with her birth family. Ms. Riddle moved back to the Northwest Territories to reconnect with her family and indigenous community.

34. Unfortunately, integrating herself back into her community has proven challenging. Ms. Riddle does not speak the native language and does not have the cultural knowledge that she would have gained had she grown up within her indigenous community.

35. As a consequence of these experiences, Ms. Riddle has suffered and continues to suffer from depression and self-confidence issues. She requires counselling and psychological support.

Commencing this Action

Discoverability

36. Ms. Charlie was unable to bring an action in respect of her injury, damage or loss as a consequence of her profound concern for the harmful impact that litigation would have on the

wellbeing of her Namgis family and community and on her adoptive father and sisters. Ms. Charlie's interests and circumstances were so pressing that she could not reasonably consider commencing litigation until 2016.

37. As a consequence of her emotional and psychological state, Ms. White could not consider commencing litigation in relation to the Sixties Scoop. In 2017, Ms. White's emotional state stabilized, and she was able to reasonably consider bringing an action against the Defendant.

38. Ms. Riddle's depression prevented her from bringing an action against the Defendant in relation to the Sixties Scoop. It was not until 2016 that Ms. Riddle's depression was under control, and she was reasonably able to consider commencing litigation.

Duties of the Defendant

Generally

39. The Defendant had a duty to protect and preserve Indian children's culture and identity both when entering into the Delegation Agreements and after the children were placed in non-indigenous homes. Indian children and their families were and are entitled to a special duty of care, good faith, honesty and loyalty from the Defendant.

40. At all relevant times the Defendant was responsible for:
- a. the administration of the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes as well as any other statutes relating to Indians and all Regulations promulgated under these Acts and their predecessors;
 - b. the promotion of the physical and mental health, safety and wellbeing of Indians in Canada;
 - c. the management, operation and administration of the Department of Indian Affairs and Northern Development and its predecessor Ministries and Departments;
 - d. decisions, procedures, regulations promulgated, operations and actions taken by the Department of Indian Affairs and Northern Development, its employees, servants, officers and agents and their predecessors;
 - e. the financing of Indian child welfare services in the provinces and territories, including the incentivised payments to the provinces and territories for family services and the maintenance and supervision of each Indian child in care;

- f. preserving and not interfering with the aboriginal rights of Indian children in care, including the right to:
 - i. retain their status as Indians;
 - ii. benefit from indigenous laws, customs and traditions in relation to citizenship, adoption, family care, marriage, property and use of resources;
 - iii. retain and practice their culture, religion, language and traditions;
 - iv. fully learn their culture, religion, language and traditions from their families and communities; and
 - v. obtain monetary benefits under the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes and related legislation and policies;
- g. preserving and not interfering with the treaty rights of Indian children in care; and
- h. preserving the estates of reserve resident Indians, including carrying out the terms of wills of deceased reserve resident Indians and administering the property of reserve resident Indians who die intestate.

Fiduciary Duty

- 41. The Defendant stands in a fiduciary relationship with Canada's indigenous peoples.
- 42. The Defendant has an ongoing obligation to consult with indigenous peoples on matters relevant to indigenous peoples' interests.
- 43. At all material times, the Plaintiffs and Class Members were particularly vulnerable and – being children taken away from their families, homes and communities – were in need of protection.
- 44. At all material times, the Defendant had undertaken to act in the best interests of Indian children.
- 45. Indigenous identity and culture were legal or substantial practical interests of Indian children. The Defendant was required to take steps to safeguard, monitor, preserve, secure and protect these interests.
- 46. At all material times, the Defendant assumed such a degree of discretionary control over the protection and preservation of the identity and culture of Indian children that it amounted to a direct administration of those interests.

47. The Defendant's fiduciary duty owed to Indian children was, at all material times, a non-delegable duty. This duty continued despite the fact that the Defendant entered into the Delegation Agreements with the provinces and territories.

Common Law Duty

48. At all material times, the Defendant owed a common law duty of care to take steps to prevent indigenous children who were placed in the care of non-indigenous foster or adoptive parents from losing their indigenous identity.

49. In one or more of the Delegation Agreements, the Defendant undertook the obligation to consult with Indian Bands regarding the provision by the Agencies of child welfare services to Indian children. The Indian Bands were third-party beneficiaries under the Delegation Agreements. A special relationship – to which the law attached a duty of care – existed as between the Defendant and the Indian Bands. This special relationship, by extension, existed as between the Defendant and the Indian children who were apprehended during the Sixties Scoop, namely the Plaintiffs and Class Members.

50. In the alternative, a common law duty of care arose by virtue of the relationship of proximity that existed between the Defendant and Indian children who were apprehended during the Sixties Scoop. Proximity between the Defendant and Class Members is supplemented by the acknowledged fiduciary duty in existence between them in respect of specific interests.

51. The Delegation Agreements evidence that the Defendant assumed an obligation to provide child welfare programs to Indian children. The Defendant established, supervised, financed, regulated and controlled the provision of child welfare services to Indian children. Given the long-standing historical and constitutional relationship between the Defendant and indigenous peoples, the Defendant knew or ought to have known that failure on its part to take reasonable care to ensure that the child welfare services provided to Indian children were executed in a manner that took into account the protection and preservation of their indigenous identity and culture, would cause harm to the Indian children.

Breach of the Defendant's Duties

52. The Defendant breached its fiduciary and common law duties by, *inter alia*:

- a. failing to ensure that the Agencies delivered an appropriate child welfare program for indigenous children;
- b. failing to take reasonable steps to prevent the Plaintiffs and Class Members from being placed in the care of non-indigenous foster and adoptive parents;
- c. supporting or acquiescing in the apprehension and removal of the Plaintiffs and Class Members from their indigenous family and community and their placement in the care of non-indigenous foster and adoptive parents;
- d. failing to properly monitor and oversee the provision of funding it made to the provinces and territories with respect to child welfare programs for indigenous children;
- e. failing to take reasonable steps to prevent the Plaintiffs and Class Members from losing their indigenous identity and culture;
- f. failing to ensure that adequate services were provided to the Plaintiffs and Class Members to enable them to exercise their indigenous culture, language, religion, customs, rights, benefits and traditions during the period of placement in non-indigenous homes;
- g. failing to advise the Plaintiffs and Class Members of their status as Indians, including failing to provide essential information about the indigenous identity of the Plaintiffs and Class Members to their non-indigenous foster and adoptive parents;
- h. supporting or acquiescing in denying the Plaintiffs and Class Members a reasonable opportunity to exercise their rights as Indians, including aboriginal rights and treaty rights;
- i. failing to ameliorate the harmful effects of the Delegation Agreements and the delegation of Indian child welfare services to the provinces and territories;
- j. failing to provide information, to their non-indigenous foster and adoptive parents, about the financial benefits to which the Plaintiffs and Class Members were entitled;
- k. failing to provide the financial benefits to which the Plaintiffs and Class Members were entitled under the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes and related legislation and policies;

- l. failing to assure that indigenous children were made aware of their treaty and aboriginal rights;
 - m. failing to consult with Indian Bands and other indigenous stakeholders about the delegation of child welfare services to the provinces and territories, the provision of funding to the provinces and territories for that purpose, and the policies and practices that would be adopted by the Agencies with respect to the removal of indigenous children from their homes and their subsequent placement in non-indigenous foster and adoptive homes and the related or anticipated consequences of those practices;
 - n. permitting unqualified individuals to hire servants, agents and employees to administer and operate foster homes;
 - o. permitting unqualified and otherwise unsuitable individuals to act as adoptive parents without proper screening and investigation as to the risks of abuse;
 - p. failure to protect the Plaintiffs and Class Members from harm;
 - q. failure in general to take proper and reasonable steps to prevent injury to the Plaintiffs' and Class Members' physical health and mental well-being and moral safety while the Plaintiffs and Class Members were resident at foster homes, and when they were adopted by non-aboriginal families;
 - r. having occupied a position analogous to that of a parent, failing to establish and maintain systems to protect the Plaintiffs and Class Members as a good parent should;
 - s. the cause of the physical and sexual assaults surrounding circumstances that were or ought to have been within the knowledge of the Defendant and would not have occurred but for the negligence of the Defendant; and
 - t. actively promoting a policy of cultural assimilation.
53. The actions and omissions of the Defendant were acts of fundamental disloyalty, betrayal and dishonesty to the Plaintiffs and Class Members.
54. The provision of funding through the various Delegation Agreements did not absolve the Defendant from its duty to take reasonable steps to prevent vulnerable indigenous children from losing their cultural identity, their status and their treaty and other benefits as a by-product of the child welfare policies implemented in Canada.

55. Pursuant to the *Crown Liability and Proceedings Act*, RSC 1985, c C-50, the Defendant is vicariously liable for the negligent acts and omissions of its employees, servants and agents, including but not limited to the acts and omissions of BC Child Welfare, Nfld Child Welfare, NWT Child Welfare and other Agencies.

Ongoing Loss and Damage

56. As a consequence of the Defendant's breaches of its fiduciary and common law duties, as set out above, the Plaintiffs and Class Members were and are subjected to ongoing loss or damage. Particulars of the past and ongoing loss or damage suffered by the Plaintiffs and Class Members include:

- a. loss of their indigenous culture and identity;
- b. loss of their indigenous customs, language, religion, spirituality and traditions;
- c. loss of opportunity to exercise their aboriginal rights;
- d. loss of opportunity to exercise their treaty rights;
- e. loss of their status as Indians;
- f. isolation from their families, communities and reserve land;
- g. loss of self-esteem and self-worth;
- h. social dysfunctionality and alienation from family, spouses and children;
- i. forced cultural assimilation;
- j. loss of ability to parent;
- k. deprivation of one's ability to pass one's culture and identity on to one's children;
- l. alienation and the inability to cope in social situations;
- m. physical, sexual, emotional, spiritual and psychological abuse and suffering;
- n. psychological injury, including depression, anxiety, emotional dysfunction, suicidal ideation and loss of self-worth;
- o. addiction, including addiction to alcohol, prescription and non-prescription drugs;
- p. pain and suffering;
- q. deprivation of reserve or related land;
- r. loss of opportunity to benefit from the financial and other benefits to which they were entitled under the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes and related legislation and policies;

- s. loss of opportunity to benefit from unclaimed estates to which they were entitled;
- t. loss of ability to obtain proper education or employment;
- u. loss of income, loss of competitive advantage in the employment field, loss of income earning potential and loss of income earning capacity; and
- v. the cost of required psychological, psychiatric and medical treatment, including but not limited to the cost of counselling, rehabilitation, therapy, mediation and hospitalization.

Punitive Damages

57. As set out in detail in this claim, the actions of the Defendant were reprehensible and showed a callous disregard for the Plaintiffs' and Class Members' rights.

58. The conduct of the Defendant was deliberate, lasted for decades and represented a marked departure from ordinary standards of decent behaviour.

59. Compensatory damages are insufficient in this case. The conduct of the Defendant merits punishment and warrants a claim for punitive damages. A punitive damage award is necessary to express society's condemnation of the conduct of the Defendant, and to achieve the goals of both general and specific deterrence.

Disgorgement

60. Throughout the Sixties Scoop, the Plaintiffs and Class Members were deprived of their status and the financial benefits to which they were entitled under the *Indian Act*, RSC 1985, c I-5 and its predecessor statutes and related legislation and policies. The Defendant wrongfully retained these monies and the value of these benefits.

61. The Plaintiffs and Class Members received differential treatment as compared to other indigenous persons in Canada who were not apprehended during the Sixties Scoop.

62. The Defendant should be required to disgorge the profits and other financial benefits that it inequitably acquired by virtue of its wrongful acts and omissions.

Quebec Class Members

63. Where the acts and omissions of the Defendant and its agents and servants took place in Quebec, they constitute fault giving rise to extra-contractual liability pursuant to the *Civil Code of*

Quebec, CQLR c C-1991, c 64. The Defendant's acts and omissions also constitute fault giving rise to extra-contractual civil liability pursuant to the *Crown Liability and Proceedings Act*, RSC 1985, c C-50 and the *Interpretation Act*, RSC 1985, c 1-21.

64. The Defendant is liable to pay damages - including punitive damages - to the Plaintiffs and Class Members pursuant to the *Civil Code of Quebec*, CQLR c C-1991, c 64.

Legislation

65. The Plaintiffs and Class Members plead and rely upon, *inter alia*:

- a. *Civil Code of Quebec*, CQLR c C-1991, c 64
- b. the common law
- c. *Constitution Act*, 1867, 30 & 31 Victoria, c 3 (UK)
- d. *Constitution Act*, 1982, being Schedule B to the Canada Act 1982 (U.K.), 1982 c 11
- e. *Crown Liability and Proceedings Act*, RSC 1985, c C-50
- f. *Federal Courts Act*, RSC, 1985, c F-7
- g. *Federal Courts Rules*, SOR/98-106
- h. *Indian Act*, RSC 1952, c 149
- i. *Indian Act*, RSC 1985, c I-5
- j. *Indian Estates Regulations*, SOR/55-285
- k. *Interpretation Act*, RSC 1985, c 1-21
- l. all other comparable and relevant acts and regulations in Canada

Place of Trial

The Plaintiffs propose that this action be tried at the City of Vancouver, in the Province of British Columbia.

Date:

Lawyers for the Plaintiffs, Catriona Charlie,
Jessica Riddle and Wendy White

Klein Lawyers LLP
David A. Klein
Douglas Lennox

Angela Bespflug
400 – 1385 West 8th Avenue
Vancouver, BC V6H 3V9
Telephone: 604-874-7171
Fax: 604-874-7180

Merchant Law Group LLP
E. F. Anthony Merchant, Q.C.
2401 Saskatchewan Drive
Regina, Saskatchewan S4P 4H8
Telephone: 306-653-7777
Fax: 304-975-1983

Koskie Minsky LLP
Kirk M. Baert
Celeste Poltak
Garth Myers
20 Queen Street West, Suite 900
Toronto, ON M5H 3R3
Telephone: 416-5959-2701
Fax: 416-204-2909

Schedule "F"

Federal Court



Cour fédérale

Date: _____

Docket: T-2212-16

Saskatoon, Saskatchewan, _____

PRESENT: The Honourable Justice Michael M. J. Shore**BETWEEN:****JESSICA RIDDLE****Plaintiff****and****HER MAJESTY THE QUEEN****Defendant****ORDER**

THIS MOTION made by the plaintiffs for an order consolidating the actions commenced in Toronto, Court file number T-294-17 (the "White Action"), in Vancouver, Court file number T-421-17 (the "Charlie Action") with the present action, Court file number T-2212-16 (the "Consolidated Action") and to file a consolidated Statement of Claim was heard in writing.

WHEREAS the White Action and the Charlie Action relate to substantially the same subject matter as the Consolidated Action;

ON CONSENT of the parties in the Consolidated Action, the White Action and the Charlie Action;

IT IS ORDERED THAT:

1. Pursuant to Rule 105(a), the White Action and the Charlie Action be consolidated into this Consolidated Action;
2. Jessica Riddle, Wendy White and Catriona Charlie be appointed as plaintiffs in the Consolidated Action;
3. The style of cause of the Consolidated Action shall be amended to read as follows:

**JESSICA RIDDLE , WENDY LEE WHITE and
CATRIONA CHARLIE**

Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA

Defendant

4. The plaintiffs may deliver a Consolidated Statement of Claim, without interlineations, in the form attached hereto as Schedule "A";
5. This Order shall be filed in this Consolidated Action, in the White Action and in the Charlie Action.

Michael M.J. Shore

Judge

Schedule "G"

The class/subclass consisting of all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents ("Indian and Inuit class/subclass") makes no claim against Canada in this action.

The Indian and Inuit class/subclass expressly waive any and all rights they may possess to recover from any defendant, or any other party, any portion of their loss that may be attributable to the fault or liability of Canada, her servants, agents, officers, and/or employees, for which any defendant or other party might reasonably be entitled to claim from Canada, her servants, agents, officers, and/or employees for contribution, indemnity, or apportionment at common law, in equity, or pursuant to any Federal, Provincial, or Territorial legislation or regulation.

The Indian and Inuit class/subclass will not seek to recover from any party any portion of their losses, which have been claimed or could have been claimed, against Canada, her servants, agents, officers, and/or employees.

Schedule "H"

The applicable Statement of Claim, Notice of Civil Claim, Notice of Action, or Application for Authorization to Institute a Class Action and to Appoint a Representative Applicant for each proposed class proceeding listed in Schedule "C" shall be amended as follows:

1. *Peter Christopher van Name v. Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian and Northern Affairs of Canada; Her Majesty the Queen in Right of Alberta as represented by the Attorney General and Minister of Justice of Alberta*

Amendments:

11a. The class includes a subclass consisting of all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents ("Indian and Inuit subclass").

11b. The Indian and Inuit subclass claims only as against Alberta and makes no claim against Canada in this action.

11c. The Indian and Inuit subclass expressly waive any and all rights they may possess to recover from any defendant, or any other party, any portion of their loss that may be attributable to the fault or liability of Canada, her servants, agents, officers, and/or employees, for which any defendant or other party might reasonably be entitled to claim from Canada, her servants, agents, officers, and/or employees for contribution, indemnity, or apportionment at common law, in equity, or pursuant to any Federal, Provincial, or Territorial legislation or regulation.

11d. The Indian and Inuit subclass will not seek to recover from any party any portion of their losses, which have been claimed or could have been claimed, against Canada, her servants, agents, officers, and/or employees.

2. *Skogamhallait also known as Sharon Russell v. The Attorney General of Canada*

Amendments:

7a. The proposed class definition specifically excludes all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents.

3. *Priscilla Meeches and Stewart Garnett v. The Attorney General of Canada*

Amendments:

9a. The proposed class definition specifically excludes all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents.

4. *Maggie Blue Waters also known as Maggie Nelson v. Her Majesty the Queen in Right of Canada (as represented by the Minister of Indian Affairs and Northern Development of Canada and the Attorney General of Canada) and Her Majesty the Queen in Right of the Province of Saskatchewan (as represented by the Minister of Social Services of Saskatchewan and the Attorney General of Saskatchewan)*

Amendments:

10a. The class includes a subclass consisting of all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (“Indian and Inuit subclass”).

10b. The Indian and Inuit subclass claims only as against Her Majesty the Queen in Right of the Province of Saskatchewan as represented by the Minister of Social Services of Saskatchewan and the Attorney General of Saskatchewan and makes no claim against Her Majesty the Queen in Right of Canada as represented by the Minister of Indian

Affairs and Northern Development of Canada and the Attorney General of Canada (“Canada”) in this action.

10c. The Indian and Inuit subclass expressly waive any and all rights they may possess to recover from any defendant, or any other party, any portion of their loss that may be attributable to the fault or liability of Canada, her servants, agents, officers, and/or employees, for which any defendant or other party might reasonably be entitled to claim from Canada, her servants, agents, officers, and/or employees for contribution, indemnity, or apportionment at common law, in equity, or pursuant to any Federal, Provincial, or Territorial legislation or regulation.

10d. The Indian and Inuit subclass will not seek to recover from any party any portion of their losses, which have been claimed or could have been claimed, against Canada, her servants, agents, officers, and/or employees.

5. *Sarah Glenn v. Attorney General of Canada*

Amendments:

9a. The proposed class definition specifically excludes all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents.

6. *Lynn Thompson, David Chartrand and Laurie-Anne O’Cheek v. Her Majesty the Queen in Right of Manitoba, as represented by the Minister of Justice of Manitoba and Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian and Northern Affairs of Canada*

Amendments:

10a. The class includes a subclass consisting of all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (“Indian and Inuit subclass”).

10b. The Indian and Inuit subclass claims only as against the Province of Manitoba and makes no claim against Canada in this action.

10c. The Indian and Inuit subclass expressly waive any and all rights they may possess to recover from any defendant, or any other party, any portion of their loss that may be attributable to the fault or liability of Canada, her servants, agents, officers, and/or employees, for which any defendant or other party might reasonably be entitled to claim from Canada, her servants, agents, officers, and/or employees for contribution, indemnity, or apportionment at common law, in equity, or pursuant to any Federal, Provincial, or Territorial legislation or regulation.

10d. The Indian and Inuit subclass will not seek to recover from any party any portion of their losses, which have been claimed or could have been claimed, against Canada, her servants, agents, officers, and/or employees.

7. *Simon Ash v. Attorney General of Canada*

Amendments:

9a. The proposed class definition specifically excludes all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents.

8. *Marry-Ann Ward v. The Attorney General of Canada and the Attorney General of Quebec*

Amendments:

1a. The group includes a subgroup consisting of all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (“Indian and Inuit subclass”).

1b. The Indian and Inuit subclass claims only as against the Attorney General of Québec and makes no claim against the Attorney General of Canada in this action.

25a. The Indian and Inuit subclass expressly waive any and all rights they may possess to recover from any defendant, or any other party, any portion of their loss that may be attributable to the fault or liability of Canada, her servants, agents, officers, and/or employees, for which any defendant or other party might reasonably be entitled to claim from Canada, her servants, agents, officers, and/or employees for contribution, indemnity, or apportionment at common law, in equity, or pursuant to any Federal, Provincial, or Territorial legislation or regulation.

25b. The Indian and Inuit subclass will not seek to recover from any party any portion of their losses, which have been claimed or could have been claimed, against Canada, her servants, agents, officers, and/or employees.

9. *Catherine Morrisseau v. Her Majesty the Queen in Right of Ontario and Attorney General of Canada*

Amendments:

6.1. The class includes a subclass consisting of all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents ("Indian and Inuit subclass").

6.2. The Indian and Inuit subclass claims only as against Her Majesty the Queen in Right of Ontario and makes no claim against Canada in this action.

6.3. The Indian and Inuit subclass expressly waive any and all rights they may possess to recover from any defendant, or any other party, any portion of their loss that may be attributable to the fault or liability of Canada, her servants, agents, officers, and/or employees, for which any defendant or other party might reasonably be entitled to claim from Canada, her servants, agents, officers, and/or employees for contribution, indemnity, or apportionment at common law, in equity, or pursuant to any Federal, Provincial, or Territorial legislation or regulation.

6.4. The Indian and Inuit subclass will not seek to recover from any party any portion of their losses, which have been claimed or could have been claimed, against Canada, her servants, agents, officers, and/or employees.

10. *Sarah Tanchak v. Her Majesty the Queen in Right of the Province of British Columbia and Attorney General of Canada*

Amendments:

5.1. The class includes a subclass consisting of all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (“Indian and Inuit subclass”).

5.2. The Indian and Inuit subclass claims only as against British Columbia and makes no claim against Canada in this action.

5.3. The Indian and Inuit subclass expressly waive any and all rights they may possess to recover from any defendant, or any other party, any portion of their loss that may be attributable to the fault or liability of Canada, her servants, agents, officers, and/or employees, for which any defendant or other party might reasonably be entitled to claim from Canada, her servants, agents, officers, and/or employees for contribution, indemnity, or apportionment at common law, in equity, or pursuant to any Federal, Provincial, or Territorial legislation or regulation.

5.4. The Indian and Inuit subclass will not seek to recover from any party any portion of their losses, which have been claimed or could have been claimed, against Canada, her servants, agents, officers, and/or employees.

11. *Linda Lou Flewin v. Attorney General of Canada and the Attorney General of Nova Scotia representing Her Majesty the Queen in Right of the Province of Nova Scotia*

Amendments:

6a. The class includes a subclass consisting of all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents (“Indian and Inuit subclass”).

6b. The Indian and Inuit subclass claims only as against Nova Scotia and makes no claim against Canada in this action.

6c. The Indian and Inuit subclass expressly waive any and all rights they may possess to recover from any defendant, or any other party, any portion of their loss that may be attributable to the fault or liability of Canada, her servants, agents, officers, and/or employees, for which any defendant or other party might reasonably be entitled to claim from Canada, her servants, agents, officers, and/or employees for contribution, indemnity, or apportionment at common law, in equity, or pursuant to any Federal, Provincial, or Territorial legislation or regulation.

6d. The Indian and Inuit subclass will not seek to recover from any party any portion of their losses, which have been claimed or could have been claimed, against Canada, her servants, agents, officers, and/or employees.

12. *Marcia Brown v. Attorney General of Canada*

Amendments:

2 (d) “Class” or “Class Members” refer to all Aboriginal or Native, and off-reserve Indian persons who, as children in Ontario, were exposed to the consequences of the Defendant’s breach of fiduciary obligation, duty of care and protection of Aboriginal rights and identity genocide during the Class Period but does not include the Excluded Class;

2 (g) “Excluded Class” refers to ~~a member of the Class as Certified in Action No. CV-09-00372025-00CP in The Ontario Superior Court of Justice between Marcia Brown, as Plaintiff, and the Attorney General of Canada, as Defendant~~ all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents;

7. The proposed Class herein constitutes all off-reserve Indian and Aboriginal or Native persons who are knownd and who self-identify as survivors of the “Sixties Scoop”, meaning they experienced the results of the Defendant’s breach of fiduciary obligation, duty of care and actionable wrong of identity genocide during the Class Period but does not include the Excluded Class. Each is a person who, as a child, lost her or his cultural identity.

Federal Court



Cour fédérale

Date: May 10, 2018

Docket: ●

Saskatoon, Saskatchewan, ●

PRESENT: The Honourable Mr. Justice Shore

BETWEEN:

Court File No. ●

JESSICA RIDDLE, WENDY LEE WHITE, and
CATRIONA CHARLIE

Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA

Defendant

ORDER

WHEREAS the parties before the Court have consented that the mediator, the Honourable Justice Michel M.J. Shore, has been given the authority to preside over the motion for settlement approval in this action in accordance with section 391 of the *Federal Court Rules*;

AND WHEREAS the Plaintiffs and the Defendant have entered into the Settlement Agreement in respect of the Plaintiffs' claims against the Defendant;

AND WHEREAS this Honourable Court approved the form of notice and plan for distribution of the notice of this motion by Order dated ● (the "**Notice Order**");

UPON HEARING the motion made by the Plaintiffs, on consent, for an order: (a) certifying this action as a class proceeding for settlement purposes; (b) approving the settlement agreement dated ● between the parties (the "**Settlement Agreement**" or "**Settlement**"); and (c) approving the notice of this settlement, the opt out and claims period and other ancillary orders to facilitate the Settlement;

AND UPON READING the joint motion record of the parties and the facts of the parties;

AND UPON BEING ADVISED of the Defendant's consent to the form of this Order,

AND WITHOUT ADMISSION OF LIABILITY on the part of the Defendant,

AND UPON HEARING the oral submissions of counsel for the Plaintiffs, counsel for the Defendant, all interested parties, including objections, written and oral,

IT IS ADJUDGED THAT:

1. For the purposes of this Order, the following definitions shall apply:
 - (i) "**Approval Date**" means the date that this Order is approved;
 - (ii) "**Approval Orders**" means this order and the order approving the Settlement Agreement in *Brown v. Canada* (Court File No. CV09-00372025-00CP);
 - (iii) "**Brown Class Members**" means members of the class proceeding in the Ontario Superior Court of Justice, *Brown v. Canada* (Court File No. CV-09-00372025-00CP) who did not opt out of that proceeding;
 - (iv) "**Canada**" means the Defendant, the Government of Canada, as represented in this proceeding by the Attorney General of Canada;
 - (v) "**Class Actions**" mean:
 - (i) *Wendy Lee White v. The Attorney General of Canada* (Court File No. T-294-17);
 - (ii) *Jessica Riddle v. Her Majesty the Queen* (Court File No. T-2212-16);

- (iii) *Catriona Charlie v. Her Majesty the Queen* (Court File No. T-2212-16);
 - (iv) *Meeches et al. v. The Attorney General of Canada* (Court File No. CI 16-01-01540);
 - (v) *Maggie Blue Waters v. Her Majesty the Queen in Right of Canada et al.* (Court File No. QBG 2635/14);
 - (vi) *Thompson et al. v. Her Majesty the Queen et al.* (Court File No. CI 15-01-94427);
 - (vii) *Pelletier v. Attorney General of Canada* (Court File No. QGB 631/17);
 - (viii) *Simon Ash v. Attorney General of Canada* (Court File No. QBC 2487/16);
 - (ix) *Lynn Thompson et al. v. Her Majesty the Queen in Right of Canada et al.* (Court File No. QBG 1642/11);
 - (x) *Peter Christopher Van Name v. Her Majesty the Queen in Right of Canada et al.* (Court File No. 110111452);
 - (xi) *Sarah Glenn v. Attorney General of Canada* (Court File No. 1601-13286);
and
 - (xii) *Skogamhallait also known as Sharon Russell v. The Attorney General of Canada* (Court File No. VLC-S-S113566);
- (vi) **"Class"** or **"Class Members"** means all Indian (as defined in the *Indian Act*) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents excluding any members of the class action in the Ontario Superior Court of Justice styled as *Brown v. The Attorney General of Canada* (Court File Number CV-09-00372025CP);
 - (vii) **"Implementation Date"** means the latest of:
 - (i) the expiry of thirty (30) days following the expiry of the Opt Out Period;
 - (ii) the date following the last day on which a Class Member may appeal or seek leave to appeal either of the Approval Orders;
 - (iii) the date of a final determination of any appeal brought in relation to the Approval Orders;
 - (viii) **"Opt Out Period"** or **"Opt Out Deadline"** means the period commencing on the Approval Date and ninety days after the date of this Order, during which a Class Member may opt out of this class proceeding, without leave of this Court;

- (ix) **"Releasees"** means individually and collectively, Canada, and each of the past, present and future Ministers of the federal government, its Departments and Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators and assigns;
- (x) **"Settlement Agreement"** means the Settlement Agreement executed between the parties on ●, attached as **Schedule "A"** to this Order; and
- (xi) **"Settlement Fund"** means the settlement fund established pursuant to section ● of the Settlement Agreement.

2. All applicable parties have adhered to and acted in accordance with the Order of this honourable Court of ___ relating to the provision of Notice of this hearing (the **"Notice Order"**) and the procedures provided in the Notice Order have constituted good and sufficient notice of the hearing of this motion.

CERTIFICATION

3. This action is hereby certified as a class proceeding for the purposes of settlement pursuant to section 334.16(1) of the *Federal Court Rules*.

4. The Class is defined as:

All Indian (as defined in the Indian Act) and Inuit persons who were removed from their homes in Canada between January 1, 1951 and December 31, 1991 and placed in the care of non-Indigenous foster or adoptive parents excluding any members of the class action in the Ontario Superior Court of Justice styled as *Brown v. The Attorney General of Canada* (Court File Number CV-09-00372025CP).

5. The representative plaintiffs hereby appointed are Wendy White, Jessica Riddle, and Catriona Charlie and constitute adequate representative plaintiffs of the Class.

6. The claims asserted on behalf of the Class against the Defendant are: (a) negligence; and (b) breach of fiduciary duty.

7. For the purposes of settlement, this proceeding is certified on the basis of the following common issue:

Did the Defendant have a fiduciary or common law duty of care to take reasonable steps to protect the Indigenous identity of the Class Members?

8. The certification of this action is conditional on the approval of the Settlement Agreement in Ontario and in accordance with section ● of the Settlement Agreement. Should the Settlement Agreement be set aside, all materials filed, submissions made or positions taken by any party are without prejudice to any future positions taken by any party on a certification motion.

SETTLEMENT APPROVAL

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

10. The Settlement Agreement, which is expressly incorporated by reference into this Order, shall be and hereby is approved and shall be implemented in accordance with this Order and further orders of this Court.

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

- (i) Each Class Member and his/her Estate Executor and heirs (hereinafter “Releasors”) 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 or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Releasor ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the Sixties Scoop and this release includes any such claim made or that could have been made in any proceeding including the Class Actions whether asserted directly by the Releasor or by any other person, group or legal entity on behalf of or as representative for the Releasor.

- (ii) This Agreement does not preclude claims against any third party that are restricted to whatever such third party may be directly liable for, and that do not include whatever such third party can be jointly liable for together with Canada, such that the third party has no basis to seek contribution, indemnity or relief over by way of equitable subrogation, declaratory relief or otherwise against Canada.
 - (iii) For greater certainty, the Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to the Sixties Scoop, including any claim against provinces or territories or other entities for abuse while in care; then, the Releasors will expressly limit their claims to exclude any portion of Canada's responsibility;
 - (iv) 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.
12. For greater certainty, the Parties agree this Settlement Agreement does compromise any claims that Class Members have against any Province, Territory or any other entity, other than as expressly stated herein;
13. For greater certainty, the Parties agree that this Agreement does not affect the rights of:
- (i) Class Members who opt out of any class action that is certified pursuant to this Settlement Agreement; or,
 - (ii) Individuals who are not Class Members.

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

15. The claims of the Class Members are dismissed against the Defendant, without costs and with prejudice and such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

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

17. Save as set out above, leave is granted to discontinue this action against the Defendant without costs and with prejudice, and that such discontinuance shall be an absolute bar to any subsequent actions against the Defendant in respect of the subject matter hereof.

18. ● shall be and hereby is appointed as Claims Administrator pursuant to the Settlement Agreement. The fees, disbursements and applicable taxes of the Claims Administrator shall be paid by the Defendant in accordance with section ● of the Settlement Agreement.

19. No person may bring any action or take any proceeding against the Administrator, the Foundation Table, ● or the members of such bodies, the adjudicators, or any employees, agents, partners, associates, representatives, successors or assigns, for any matter in any way relating to the Settlement Agreement, the administration of the Settlement Agreement or the implementation of this judgment, except with leave of this Court on notice to all affected parties.

20. In the event that the number of persons who appear to be eligible for compensation under the Settlement Agreement who opt out of this class proceeding and the Ontario Action exceeds two thousand (2,000), the Settlement Agreement will be void and this judgment will be set aside in its entirety, subject only to the right of Canada, at its sole discretion, to waive compliance with section ● of the Settlement Agreement.

21. The legal fees, disbursements and applicable taxes owing to Class Counsel shall be determined by further order of this Court.
22. No counsel or law firm listed in Schedule "K" to the Settlement Agreement or who accepts a payment for legal fees from Canada will charge any Class Member any fees or disbursements in respect of an Individual Payment; and, each counsel listed in Schedule "K" to the Settlement Agreement undertakes to make no further charge for legal work for any Class Member with respect to claims under this Agreement.
23. Within five (5) business days of this Order, notice shall be given of this judgment, the approval of the Settlement Agreement, the opt out period and the claims period by the commencement of the Notice Plan attached here to Schedule "B", at the expense of Canada.
24. The Notice Plan provided for in paragraph ● above satisfies the requirements of the applicable class proceedings law and this Court, and is the best notice practicable under the circumstances.
25. This Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the Settlement Agreement and this Order.
26. Class Counsel shall report back to the Court on the administration of the Settlement Agreement at reasonable intervals not less than semi-annually, as requested by the Court and upon the completion of the administration of the Settlement Agreement.
27. The representative Plaintiffs Wendy White, Jessica Riddle, and Catriona Charlie shall each receive the sum of \$10,000 as an honorarium to be paid by the Defendant out of the settlement fund.
28. The proposed representative plaintiffs in the Provincial actions shall each receive the sum of \$10,000 as an honorarium to be paid by the Defendant out of the settlement fund.
29. This Order will be rendered null and void in the event that the Settlement Agreement is not approved in substantially the same terms by way of order of the Ontario Superior Court of Justice.

30. The statutory provisions of the Federal Courts Act, R.S.C. 1985, c. F-7 and shall apply in their entirety to the supervision, operation, and implementation of the Settlement Agreement and this Order.

Justice Shore

Schedule "J"

Court File No. CV-09-00372025-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) DAY, THE
)
 JUSTICE ●) DAY OF , 2018

BETWEEN:

MARCIA BROWN and ~~ROBERT COMANDA~~

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

Proceeding under the *Class Proceedings Act*, 1992

ORDER

THIS MOTION made by the representative plaintiff for an order approving the settlement of this action was heard this day at ●, Toronto Ontario.

WHEREAS this action was certified as a class proceeding by the order of Justice Belobaba dated ●;

AND WHEREAS in accordance with the order of Justice Belobaba dated ●, the class members were provided an opportunity to opt out of this class proceeding;

AND WHEREAS the Plaintiff and the Defendant have entered into the Settlement Agreement in respect of the Plaintiff's claims against the Defendant;

AND WHEREAS the Settlement Agreement was approved in the action styled *Jessica Riddle et al. v. The Attorney General of Canada* (Court File No. ●) in the Federal Court (the "**Federal Court Action**") by order of Justice Shore dated ●;

AND WHEREAS this Honourable Court approved the form of notice and plan for distribution of the notice of this motion by Order dated ● (the "**Notice Order**");

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

AND UPON READING the joint motion record of the parties and the facts of the parties;

AND UPON BEING ADVISED of the Defendant's consent to the form of this Order,

AND WITHOUT ADMISSION OF LIABILITY on the part of the Defendant,

AND UPON HEARING the oral submissions of counsel for the Plaintiff, counsel for the Defendant, all interested parties, including objections, written and oral,

IT IS ADJUDGED THAT:

1. **THIS COURT ORDERS** that for the purposes of this Order, the following definitions shall apply:

- (i) "**Approval Orders**" means this order and the order approving the Settlement Agreement in the Federal Court Action;
- (ii) "**Canada**" means the defendant, the Government of Canada, as represented in this proceeding by the Attorney General of Canada;
- (iii) "**Class**" or "**Class Members**" means all Indian children who were taken from their homes on reserves in Ontario between December 1, 1965 and December 31, 1984 and were placed in the care of non-aboriginal foster or adoptive parents who did not raise the children in accordance with the aboriginal person's customs, traditions and practices, other than the Excluded Persons.
- (iv) "**Excluded Persons**" means any person who validly opted out of this proceeding.

- (v) **"Implementation Date"** means the latest of:
 - (i) the expiry of thirty (30) days following the expiry of the Opt Out Period;
 - (ii) the date following the last day on which a class member in any Province or Territory may appeal or seek leave to appeal either of the Approval Orders;
 - (iii) the date of a final determination of any appeal brought in relation to the Approval Orders;
- (vi) **"Releasees"** means individually and collectively, Canada, and each of the past, present and future Ministers of the federal government, its Departments and Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators and assigns;
- (vii) **"Settlement Agreement"** means the executed Settlement Agreement between the parties on ●, attached as **Schedule "A"** to this Order; and
- (viii) **"Settlement Fund"** means the settlement fund established pursuant to section ● of the Settlement Agreement.

2. **THIS COURT ORDERS** that all applicable parties have adhered to and acted in accordance with the Notice Order and the procedures provided in the Notice Order have provided good and sufficient notice of the hearing of this motion.

SETTLEMENT APPROVAL

3. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Class Members.

4. **THIS COURT ORDERS** that the Settlement Agreement, which is expressly incorporated by reference into this Order, shall be and hereby is approved and shall be implemented in accordance with this Order and further orders of this Court.

5. **THIS COURT ORDERS** that the claims of the Class Members and the Class as a whole, shall be discontinued against the Defendant and are released against the Releasees in accordance with section ● of the Settlement Agreement, in particular as follows:

- (i) Each Class Member and his/her Estate Executor and heirs (hereinafter **"Releasors"**) 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 or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Releasor ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the Sixties Scoop and this release includes any such claim made or that could have been made in any proceeding including this action whether asserted directly by the Releasor or by any other person, group or legal entity on behalf of or as representative for the Releasor.

- (ii) This Agreement does not preclude claims against any third party that are restricted to whatever such third party may be directly liable for, and that do not include whatever such third party can be jointly liable for together with Canada, such that the third party has no basis to seek contribution, indemnity or relief over by way of equitable subrogation, declaratory relief or otherwise against Canada.
- (iii) For greater certainty, the Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Canada for damages or contribution or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to the Sixties Scoop, including any claim against provinces or territories or other entities for abuse while in care; then, the Releasors will expressly limit their claims to exclude any portion of Canada's responsibility;
- (iv) 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.

- (v) For greater certainty, the Parties agree this Settlement Agreement does not compromise any claims that Class Members have against any Province, Territory or any other entity, other than as expressly stated herein;
- (vi) For greater certainty, the Parties agree that this Agreement does not affect the rights of:
 - (i) Class Members who opt out of any class action that is certified pursuant to this Settlement Agreement; or,
 - (ii) Individuals who are not Class Members.

6. **THIS COURT ORDERS** that this Order, including the releases referred to in paragraph ● above, and the Settlement Agreement are binding upon all Class Members, including those persons who are under a disability.

7. **THIS COURT ORDERS** that the claims of the Class Members are dismissed against the Defendant, without costs and with prejudice and such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

8. **THIS COURT ORDERS** that this Court, without in any way affecting the finality of this Order, reserves exclusive and continuing jurisdiction over this action, the Plaintiff, all of the Class Members, and the Defendant for the limited purposes of implementing the Settlement Agreement and enforcing and administering the Settlement Agreement and this Order.

9. **THIS COURT ORDERS** that save as set out above, leave is granted to discontinue this action against the Defendant without costs and with prejudice, and that such discontinuance shall be an absolute bar to any subsequent actions against the Defendant in respect of the subject matter hereof.

10. **THIS COURT ORDERS** that ● shall be and hereby is appointed as Claims Administrator pursuant to the Settlement Agreement. The fees, disbursements and applicable taxes of the Claims Administrator shall be paid by the Defendant in accordance with section ● of the Settlement Agreement.

11. **THIS COURT ORDERS** that no person may bring any action or take any proceeding against the Administrator, the Foundation Table, ● or the members of such bodies, the adjudicators, or any employees, agents, partners, associates, representatives, successors or assigns, for any matter in any way relating to the Settlement Agreement, the administration of the Settlement Agreement or the implementation of this judgment, except with leave of this Court on notice to all affected parties.

12. **THIS COURT ORDERS** that in the event that the number of persons who appear to be eligible for compensation under the Settlement Agreement who opt out of this class proceeding and the Federal Court Action exceeds two thousand (2,000), the Settlement Agreement will be void and this judgment will be set aside in its entirety, subject only to the right of Canada, at its sole discretion, to waive compliance with section ● of the Settlement Agreement.

13. **THIS COURT ORDERS** that the legal fees, disbursements and applicable taxes owing to Class Counsel shall be determined by further order of this Court.

14. **THIS COURT ORDERS** that no counsel or law firm listed in Schedule "K" to the Settlement Agreement or who accepts a payment for legal fees from Canada will charge any Class Member any fees or disbursements in respect of an Individual Payment; and, each counsel listed in Schedule "K" to the Settlement Agreement undertakes to make no further charge for legal work for any Class Member with respect to claims under this Agreement.

15. **THIS COURT ORDERS** that within five (5) business days of this Order, notice shall be given of this judgment, the approval of the Settlement Agreement and the claims period by the commencement of the Notice Plan attached here to Schedule "B", at the expense of Canada.

16. **THIS COURT ORDERS** that the Notice Plan provided for in paragraph ● above satisfies the requirements of the applicable class proceedings law and this Court, and is the best notice practicable under the circumstances.

17. **THIS COURT ORDERS** that this Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the Settlement Agreement and this Order.

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

19. **THIS COURT ORDERS** that the representative Plaintiff Marcia Martel shall receive the sum of \$20,000 as an honorarium to be paid by the Defendant out of the settlement fund.

20. **THIS COURT ORDERS** that the Order will be rendered null and void in the event that the Settlement Agreement is not approved in substantially the same terms by way of order of the Federal Court.

21. **THIS COURT ORDERS** that the statutory provisions of the Class Proceedings Act, S.O. 1992, c.6 shall apply in their entirety to the supervision, operation, and implementation of the Settlement Agreement and this order.

MARCIA BROWN

and

Plaintiff

THE ATTORNEY GENERAL OF CANADA

Defendant

Court File No.: CV-09-00372025-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto
Proceeding under the *Class Proceedings Act*, 1

ORDER

WILSON CHRISTEN
137 Church Street
Toronto, ON M5B 1Y4
Jeffrey Wilson LS#17649K
Jessica Braude LS# 64806F
Tel: 416-360-5952 /Fax: 416-360-1350

MORRIS COOPER
99 Yorkville Avenue
Toronto, ON M5R 3K5
LS#: 15904C
Tel: 416-961-2626 /Fax: 416-961-4000

Lawyers for the Plaintiff

Schedule "K"

Counsel Contact Information

Wilson-Christen LLP

Email: thesixtiesscoopclaim@gmail.com

Telephone: 416-360-5952 ext. 217

Toll Free: 1-866-360-5952 ext. 217

Koskie Minsky LLP

Toll Free: 1-855-595-2626

Email: federalcourt60sscoopclassaction@kmlaw.ca

Merchant Law Group LLP

Email: ●

Toll Free: 1-888-567-7777

Klein Lawyers

Email: ●

Telephone: (604) 714-2070

Schedule "L"

OPT OUT FORM – EXCLUSION FROM RECEIVING MONEY

This is NOT a claim form. If you submit this form, you will NOT receive any money from the Sixties Scoop settlement.

I understand that by opting out of this class proceeding, I am confirming that I do not wish to participate in this class proceeding. I understand this means I will not receive any money from the settlement.

I confirm that by signing this form, and answering "yes" the below box, I am forever waiving my right to collect approximately \$25,000.00 in this settlement for being removed from my home and placed into the care of non-indigenous parents.

I decline payment from the settlement for being scooped from my home:

[Yes or No]

To opt out, this coupon must be properly completed and received at the address below no later than September 30, 2018.

Choose one of the below:

I am a Registered Indian and my status number is:

I am not a Registered Indian but I am entitled to be a Registered Indian for the following reason:

[Blank lines for text entry]

I am a non-Status Indian:

I am Inuit:

I am Innu:

I am Metis:

Between January 1, 1951 and December 31, 1991, I was taken from my biological parents and placed with non-Indigenous parents: yes no

I understand that any lawsuit I have against Canada for the Sixties Scoop must be commenced within a specified time period or it might be legally barred. I understand that the time period will resume running against me if I opt out of this class proceeding. I understand that by opting out, I take full

responsibility for the resumption of the running of any relevant time periods and for taking all necessary legal steps to protect any claim I may have.

Date: _____

Name of Class Member: _____

Signature of Class Member: _____

Name of Witness: _____

Signature of Witness: _____

If Class Member is Deceased or Disabled, Name of Estate Administrator or Guardian of Property: _____

If Class Member is Deceased or Disabled, Signature of Estate Administrator or Guardian of Property: _____

Telephone Number: _____

If the class member is deceased or disabled, you must enclose a copy of the document appointing you as guardian of property or estate administrator.

To: **Sixties Scoop Class Action Administrator**
c/o _____
Email: _____
Toll Free Phone Number: _____

Schedule M

Individual Payment Application Process

The Administrator and the Reconsideration Officer are instructed to draw all reasonable and favourable inferences that can be drawn with respect to the application, as well as resolving any doubt as to whether a claim has been established in favour of the applicant.

Successful determination requires confirmation that applicant

- is a registered Indian or Inuit;
- was adopted or made a permanent ward; AND,
- was placed with non-Indigenous parents.

1. **Application received:**

- a. Administrator checks for completeness and that form contains information that, if confirmed, demonstrates that applicant is an Eligible Class Member.
- b. Administrator contacts applicant if form is incomplete.

2. **Confirmation that Registered Indian or Inuit:**

- a. Registered Indian: name, DOB, registration number sent to INAC for confirmation.
- b. Entitled to be Registered: name, DOB and Request for Registration sent to INAC for processing.
- c. Inuit: name, DOB, land claims agreement enrolment sent to INAC for confirmation.

3. **Confirmation of Adoption or Permanent Wardship:**

- a. Administrator checks for confirming records attached to application.
- b. If unable to confirm from records attached to the application;
 - i. If the application indicates that the applicant is a registered Indian and adopted, Administrator request confirmation of adoption from INAC; or,
 - ii. For all other applicants, Administrator initiates records check with appropriate province or territory.
- c. If still unable to confirm, Administrator reviews other information provided in claim and may:
 - i. Determine whether applicant is an Eligible Class Member; or
 - ii. Seek corroborating information.

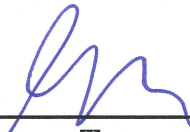
4. **Reconsideration Process**

- a. If the Administrator is unable to confirm that applicant is a registered Indian or Inuit; AND, was adopted or made a permanent ward, the Administrator will advise the applicant in writing why he or she was not determined to be an Eligible Class Member and that the applicant may request a reconsideration of his or her application within 30 days;
- b. If an applicant requests a reconsideration, the Administrator will transmit the entire file to the Reconsideration Officer;
- c. The Reconsideration Officer may:
 - i. determine whether the applicant is an Eligible Class Member;
 - ii. seek more information from the applicant either in writing or otherwise; or
 - iii. refer the matter to the Exceptions Committee along with reasons as to why the referral is being made.

Schedule "N"**Eligible Class Member Address Search Plan**

1. After six months have elapsed from the distribution of Individual Payments (the "Search Commencement Date", the Administrator will identify all claimants to whom cheques have been mailed but who have not deposited their cheques (the "Missing Eligible Class Member").
2. For each Missing Eligible Class Member, the Administrator will conduct or cause to be conducted all of the following searches in order to find the Missing Eligible Class Member's current contact information:
 - a. Canadian national change of address database or U.S. Best Addresses, as the case may be;
 - b. reverse phone number lookup;
 - c. Canada 411; and
 - d. general internet searches.
3. The searches identified in (2), above, will be conducted within forty-five (45) days of the Search Commencement Date (the "Search Deadline Date").
4. Within thirty (30) days of the Search Deadline Date, for Missing Eligible Class Members for whom current contact information has not been located, the Administrator will conduct or cause to be conducted additional searches to locate current contact information with all costs associated with such additional searches to be paid from the Individual Payment.
5. If the Administrator locates more than one new mailing address for a Missing Eligible Class Member, the Administrator will make further inquiries to determine which address is correct.
6. If the Administrator locates a new mailing address for a Missing Eligible Class Member, the Administrator will issue and mail a new settlement cheque to the Missing Eligible Class Member, to be stale dated within two months of issuance.

*THIS IS EXHIBIT "113" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Court File No. CV-09-00372025-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MARCIA BROWN and ~~ROBERT COMMANDA~~

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF MARCIA BROWN

I, **MARCIA BROWN** (also known as Marcia Martel), of the Town of Kirkland Lake, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**, and if I say something based upon what a person I identify has told me, I believe it to be true:

Representative Plaintiff and a Summary of the Legal Proceedings

1. The Honourable Justice Perell made a conditional Certification Order appointing Robert Commanda and me as representative Plaintiffs on May 26, 2010.
2. Justice Perell's Order was set aside by the Ontario Divisional Court. As I understand, that Court's decision was upheld by the Court of Appeal for Ontario in its decision of January 17, 2013.
3. The case then continued before the Honourable Justice Belobaba. Justice Belobaba made a Certification Order approving me as the representative Plaintiff on September 27, 2013. By the terms of the class so defined by Justice Belobaba, Robert Commanda could no longer be a

class member, and therefore no longer a representative Plaintiff. (However, I respectfully note that he is an eligible class member under the terms of the settlement if, and as, approved by this Court, as I discuss below.)

4. The Defendant Canada appealed that Order to the Divisional Court. The appeal was dismissed on December 2, 2014. The Defendant Canada applied for leave to appeal the Divisional Court's decision. The leave to appeal request was denied by the Court of Appeal for Ontario on March 27, 2015.
5. On February 14, 2017, Justice Belobaba released His decision finding for the Plaintiff.
6. Soon thereafter, Justice Belobaba set the date for the damages aspect of the case to be determined on October 11, 2017.
7. The Defendant did not appeal.
8. Pending the damages/compensation hearing, the Defendant invited our participation in Canada-wide mediation discussions. I agreed for us to participate in those discussions provided it did not delay the hearing date of October 11, 2017. Our journey had been long and our survivors include persons who are quite old and deserve a resolution while they are alive. At every juncture, as I observed, the Defendant Canada chose to delay, and when that was not permitted, served our counsel with volumes and volumes of material at the 11th hour of the hearings.

My personal background and meeting and working with Jeffery Wilson

9. As set out in detail in my Affidavit in support of the motion for certification, I am a survivor of the Sixties Scoop who was removed from my family at an early age, adopted in 1972 and, like so many other survivors of the Sixties Scoop who were dispersed across North America and elsewhere, my adopting family moved us to Texas. I was denied any reasonable contact with my family, relatives and community. At the age of 17½ years old, my adopting family put me on an airplane back to North Bay, Ontario. I had no legal papers to confirm my status as an

Indian or native person, and no capacity to integrate with my Indian family, relatives and community.

10. Upon my arrival in North Bay in 1981, I began the path of discovering who I was, my indigenous identity and culture. I also discovered that, according to the Registrar-General for Canada in charge of such records, I had been recorded as deceased.
11. During the course of these legal proceedings, I became Chief of the Beaverhouse First Nation in the spring of 2011.
12. For the purposes of the Court action, Jeffery Wilson has been my lawyer since this action first began on February 9, 2009. I approved his decision to engage Morris Cooper as class counsel, and my lawyer's decision for the two of them to be the "solicitors of records", as I understand that term.
13. Although the case before the Courts began in February of 2009, I first met Jeffery Wilson in late 2003, early 2004, when I was one of many indigenous persons he was interviewing throughout Canada. We formalized our relationship as solicitor and client in 2007 or 2008.
14. I attended for cross-examinations, all of the Court motions, appeals, and I was constantly involved in decisions to be made, and in responding to a growing number of interested indigenous constituents. Robert Commanda did, as well, until the Order of Justice Belobaba of September 27, 2013.
15. There were many meetings before I and Robert Commanda authorized the commencement of the legal action. Jeffery Wilson had, as he had informed me, and I do believe, met with, at least, 200 survivors throughout Ontario. That is how he met Robert Commanda and me. Together, we developed a plan to seek a remedy to the continuing problem of the displacement of our people's children and to bring justice to the survivors of those we believed were targeted for "identity genocide", as we called it. To us, it was not accidental that so many of us had lost connection with our spirit and being and were suffering as individuals and as parents to our own children. Something had to be done about it.

16. When we started the action in February 2009, the notion of legal recognition of the event of the “60’s Scoop” was largely unknown and unheard of, outside of academic interest. We had no money, none at all to fund the litigation. I accepted Jeffery Wilson as my counsel, knowing him to be a child protection and family lawyer, and national and international children’s rights’ advocate who had much experience in working with indigenous families on and off reserve.
17. I approved my counsel’s determination for our case to be rooted in the experiences of the survivors. We had no connection to the Chiefs of Ontario, other than the invaluable support of Chief Arthur Moore of the Constance Lake Band located on the shores of Constance Lake, near Hearst, Ontario.
18. As I observed, the Defendant Canada had many lawyers working very hard to do everything they could to strike our case as one without a reasonable cause of action. It did not matter when the federal government changed from the Conservatives to the Liberals. The same force of opposition carried on with no limit to the resources available and Canada’s tactic of delay which was so hurtful to the many elderly survivors.
19. Still, and with Mr. Wilson’s guidance and persistence, Canada’s blanket opposition and refusal to consider mediation, had the effect of generating a coalition of interested persons across Canada and the interest of the media. My story became a front-page headline in the Toronto Star, for example. Our case was becoming a movement amongst survivors. Many indigenous persons began to attend the court hearings, so much so that the Ontario Administration of Justice generously made available the large courtroom on the 6th Floor at 361 University Avenue for the attendances.
20. In all of the legal and other activity over the case, I know not one decision that was made by Mr. Wilson without consultation with me, as the representative Plaintiff. Furthermore, from the onset of the case our lawyer, a non-indigenous person, was receiving guidance from wise indigenous persons such as urban elder Vernon Harper, or helping professional and indigenous community leader Kenn Richard.

21. In addition, Mr. Wilson created an Ontario Sixties Scoop Steering Committee that ensured that, as far as was permissible, because sometimes matters were strictly confidential, the course of the case was known and discussed with representatives of our survivor constituents. The Committee, under his direction, and in ongoing consultation with me and my approval, created a website that continues today to be the most frequently accessed source for information. We posted the court documents that were filed so that those interested could read about what we were asserting before the Honourable Court and what Canada was saying. Our website's address is www.sixtiesscoopclaim.com. There is an accompanying Facebook page. Our case was acquiring a national, and even international profile of concern, as I observed Mr. Wilson to advocate our cause in the courtroom and very much so, outside of the court.
22. Our lawyer, and his firm Wilson Christen LLP, a non-class action firm managed all aspects of the case from late 2003.

Fees for the lawyers work

23. **Exhibit "1"** is a copy of the Contingency Fee Agreement that I signed, which provides for legal fees of 20% of any settlement or judgment of the class proceedings, plus out-of-pocket expenses.
24. Given the amount of time spent – it seemed it was his only case in the latter years- I approved this agreement. He invited me to discuss it with another lawyer or my husband, anyone I chose with whom to do that.
25. I know that the firm of Wilson Christen LLP invested, in time, hundreds of thousands of dollars without any assurance of receiving payment. Indeed, at times in the litigation, up against Canada's lawyers felt as if we were lost at sea never to reach land.
26. I know that Morris Cooper made the same investment in time, as the engaged class action counsel, and that was understood between he and Mr. Wilson, and I approved my counsel's choice of Mr. Cooper knowing Mr. Wilson had interviewed, at least, two other class action lawyers as potential class counsel.

27. I also know that Wilson Christen LLP, alone, assumed all of the risk of payments made out-of-pocket, right from the beginning of Mr. Wilson's work in late 2003 and throughout the litigation, until the settlement discussions, at which time Morris Cooper joined with Wilson Christen LLP to assume a portion of the out-of-pocket and time expenses.
28. As part of the settlement, Canada has agreed to pay the legal fees, including disbursements, to the law firms in the Settlement Agreement, in addition to the individual compensation payments and the establishment of the Foundation. Under the Settlement Agreement, that amount is equal to 15% of the Designated Amount of \$500 million. I am advised by my counsel Jeffrey Wilson that Wilson Christen LLP is to receive 50% of the legal fees paid by Canada, and that includes Wilson Christen's out-of-pocket expenses and disbursements, and that 30% of Wilson Christen's portion of the legal fees is to be paid to Morris Cooper for his work as class action counsel.
29. I approved the arrangement between Wilson Christen LLP and Morris Cooper. I was fully consulted in respect of that arrangement.
30. This amount for their fees is less than the contingency agreement to pay 20%. It is very fair given the time spent, the risk assumed, and how, were it not for the work within and outside the Court process, I believe our case would not have prevailed.
31. I truly believe this. Mr. Wilson chose to sue only Canada. He chose to limit the cause of action to that of loss of cultural identity. He chose not to expand it to include a law suit for damages for abuse. Most importantly, as it turns out, he made the right decision to focus the case not on the fact of the removal of the indigenous children from their homes, nor on the fact of their placement in non-indigenous homes. He made the case about a certain Canada-Ontario 1965 Agreement and the issue was the absence of consultation between Canada and the Ontario Bands when, and after, indigenous children were placed. These decisions caused much concern with many survivors, and when we did not appeal Justice Belobaba's Certification Decision that eliminated Robert Commanda as a representative Plaintiff, there were even personal allegations against Mr. Wilson and me from many of our community that we were betraying the cause.

32. However, I will always remember well the hours he spent with me explaining why any case but the one we had advanced was unlikely to succeed, why any success, if possible, required us to narrowly focus our grievance on the '65 Agreement, and how this Agreement was unique to Ontario. Otherwise, our legitimate moral outrage would not persuade a Judge in our case where every survivor was a child removed and placed followed a family court order that was made "in the best interests of the child" under provincial law. I remember him discussing this with the others who were certainly and visibly upset with his narrow focus. I approved it, because I saw his dedication and hours of work and our growing coalition as we gradually succeeded in the courts, and I learned to understand and accept the value of a narrowly focused legal argument.
33. Thus, I believe the fee arrangement with our lawyers, and our lawyer's arrangement with class counsel to be fair and to be most reasonable. Mr. Wilson prevailed upon me to accept it when I did have one grievance, and that was the percentage he was to receive should be higher when our case and all of the work done is compared to the other class action lawyers and the work they did on their cases. Mr. Wilson reminded me of my instructions, a settlement that included my former co-Plaintiff, Robert Commanda, a settlement that created a Foundation for healing and reconciliation, a settlement that provided for timely distribution of the funds, and he urged me to put aside my concerns about the other class action lawyers' shares of the fees. I did so.

The Settlement Process with the Federal Court of Canada appointment of Justice Shore as Mediator

34. Provided the Canada-wide solution to the common experience of 60's Scoop cultural genocide did not interfere with our damages date of October 11th, 2017, I approved my counsel's decision to accept the Defendant's invitation to participate in the process.
35. During the mediation process in the Federal Court, and just like everything else from day one of my work with him, not one decision was made without his consultation with me. I have remained in close and constant contact with him after the signed Settlement Agreement. We are working together to answer the problems that have arisen because lawyers, different from those settling the case, are distributing false information about the settlement.

36. We did achieve an Agreement In Principle before the October 11th, 2017 date for the damages hearing. I believe that but for that date, no such agreement would have been made, just as no settlement would ever have occurred but for our success in Court and the likely non-success of any appeal.
37. I personally attended in Ottawa in conjunction with Mr. Wilson and other representative Plaintiffs in a formal announcement by The Honourable Carolyn Bennett, Minister of Indigenous Affairs on or about October 6th, 2017. I was with her in the lobby of the House of Commons when the Minister made her announcement. The Minister did not make an apology but she did say to the media her concerns about why it would ever make sense to take children away from their homes and communities in order to help them. I am expecting an apology from the Government of Canada if this settlement is approved.
38. The full National Settlement Agreement expanded on the Agreement In Principle. I read it. I approved our signing it.
39. This Honourable Court is respectfully invited to view the postings on www.sixtiesscoopclaim.com where I explain the terms of the settlement and its benefits in a video and where the Steering Committee explains, through a question and answer format, the terms of the settlement, and our lawyer explains the benefits of the settlement.
40. As I have had to explain to so many survivors, persons who are so hurt, so much in pain, I am more than satisfied with this Settlement. I am honoured to be part of the reason for it, because:
- a) I believe it will be followed by an apology once, and if, the settlement is approved by the Court;
 - b) It creates a Foundation with an initial payment of \$50 million dollars, and added to that another \$1 million dollars representing a charitable contribution by the firm of Wilson Christen LLP. As I understand, no Court could order a payment of any amount for a Foundation for commemoration, healing, reconciliation and systemic monitoring and change to ensure this cannot likely happen again. The Foundation working committee

is already at work travelling throughout Canada. I am a member of the working committee. Jeffery Wilson and another representative Plaintiff, Maggie Bluewaters, from Saskatchewan, are the co-chairs;

- c) It is Canada-wide. Therefore, whether or not any action would succeed outside Ontario matters not, because all Canadians need to confront the historical event of the 60's Scoop and survivors should never be treated differently because of where they live;
- d) Survivors include more than adoptees which was the limit of the decision of the Honourable Justice Belobaba flowing from the terms of the '65 Canada-Ontario Agreement. Survivors include crown or permanent wards or even temporary wards if experiencing the same consequence as a crown ward;
- e) Survivors include on and off-reserve Indians. Again, the decision of Justice Belobaba, flowing from the terms of the '65 Canada-Ontario agreement, limited those eligible as class members to Indians on-reserve;
- f) It contains no assessment process. Instead, there is a simple application form so that distribution of individual compensation will be made on a timely basis and before so many survivors pass;
- g) It provides for free legal services, and the payment of the fees comes not out of the settlement, but is an additional payment to the settlement;
- h) The range of individual compensation from \$25,000.00-\$50,000.0 is never enough when viewed subjectively, but objectively, having regard to the fact it is a settlement of our legal case, and mindful of my lawyer's advice about damages for psychological harm according to the law, it is reasonable. I am told the amount of \$750,000,000.00 is the fourth highest award in Canadian class action cases; and
- i) The Settlement is also sensitive to the fact that for many survivors, our lives have been one, like myself, in search of records proving our existence as indigenous persons. It

seems to me that the absence of available records by the federal and provincial governments may be consistent with the almost successful attempt to eliminate the First Nations. In our case, I witnessed our lawyer asking again and again for records and the Defendant, again and again, not answering the question. I have personally experienced the plight of trying to get records proving my status from provincial and federal authorities, and I have experienced it many, many times in my help of others. This Settlement shifts the burden for securing the record onto the governments and if they have no record, creates a process that assures me no indigenous person who lost their spirit and being will be denied recognition because of no record.

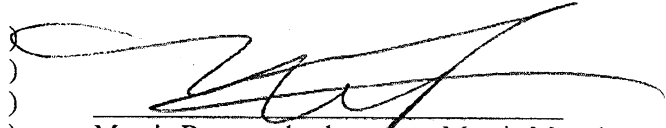
41. Yes, I am fully mindful of the fact that the Settlement does not include Métis as entitled to individual compensation. Métis are included as part of the Foundation's constituencies, and will be part of the governance of the Foundation. Our case in Ontario did not include Métis. It is against the backdrop of our case that I, as representative Plaintiff, had to measure the factor of success, and the decision to settle rather than proceed with litigation, after 8 years in the Courts.
42. I have ensured, through my lawyer, that nothing in this Settlement bars a claim by Métis against the federal government, or a claim against the provincial authorities by those physically or sexually abused when adopted or in state wardship. Our claim in Ontario was limited to a loss of cultural identity and did not include the element of abuse as part of the assertion of federal liability.
43. As I have learned since the release of the decision of the Honourable Justice Belobaba, this is the first case in the Western world to hold government responsible for consultation when what is at stake is a people's children's cultural identity.
44. As I have been told since the settlement has become public, this is the largest award ever to answer the grievance of a people's children's loss of cultural identity. It was important for me that the fact of displacement for a long period was the basis for a claim and that we avoided the awful dissent and comparisons within our communities arising from the assessment process in the residential schools' scheme. I believe we have answered that problem in the settlement.

45. Finally, with all that I have experienced as a newcomer to the Court process, I had to include this consideration when measuring the success of this settlement: the Defendant was insisting upon individual hearings for each of the thousands of claimants, and if that position were litigated, let alone that process of individual hearings for each claimant, it would mean no settlement until long after many of our survivors had passed. Canada's infinite resources and the time it takes for the appeals would mean years more of Court battles.

46. In my view, we need to heal, all of us, and not let the law get in the way of that we need.

47. I make this affidavit in good faith and for no improper purpose.

SWORN BEFORE ME at the ^{Town} City of
Kirkland Lake in the Province of
Ontario this 23 day of March 2018.

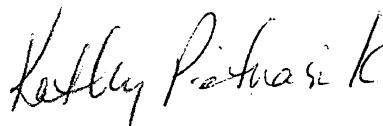


Marcia Brown, also known as Marcia Martel

Kathleen Pietrasik
A Commissioner for Taking Affidavits

Katherine Margaret Pietrasik, a Commissioner, etc.,
Province of Ontario, for The Professional Corporation
of the Law Office of Robert A. Dinnen.
Expires September 24, 2018.

THIS IS EXHIBIT "1" REFERRED TO IN THE
AFFIDAVIT OF MARCIA BROWN
SWORN BEFORE ME THIS 23 DAY
OF MARCH 2018



A COMMISSIONER FOR TAKING AFFIDAVITS

Katherine Margaret Pietrasik, a Commissioner, etc.,
Province of Ontario, for The Professional Corporation
of the Law Office of Robert A. Dinnen.
Expires September 24, 2018.

Court File: CV-17- 571 694-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MARCIA BROWN

Plaintiff

- and -

THE ATTORNEY GENERAL FOR CANADA

Defendant

Proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c.6

**AMENDING
CONTINGENCY FEE RETAINER AGREEMENT**

I, MARCIA BROWN hereby retain WILSON CHRISTEN LLP and MORRIS COOPER, Barrister, ("Counsel") to prosecute a legal action for declaratory relief and damages in the Ontario Superior Court of Justice against THE ATTORNEY GENERAL FOR CANADA as a Class Proceeding on behalf of members of the Class and any additional beneficiaries of any settlement of this Class Proceeding.

The contingency upon which this Contingency Fee Retainer Agreement is based is the recovery of Claim Proceeds recovered by Judgment or settlement.

In this Agreement the amount of damages recovered ("Claim Proceeds") includes all damages, interest and other compensation that are recovered by way of Settlement or Judgment, together with any amount that may be awarded or agreed and is separately specified to be with respect to costs, excluding disbursements.

I AGREE TO PAY WILSON CHRISTEN LLP and MORRIS COOPER, Barrister, their fees or compensation for their professional services at TWENTY PERCENT (20%) of the Claim Proceeds obtained through settlement or recovery on Judgment.

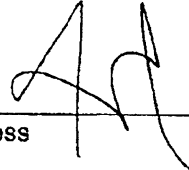
I AGREE TO PAY the applicable HST payable on such fees and disbursements, in addition to the percentage amounts noted above.

I UNDERSTAND AND ACKNOWLEDGE that the payment of any fees, disbursements and Costs Award in a Class Proceeding is subject to the statutory requirements under the *Class Proceedings Act*, including approval by the Court of any settlement, Judgment or fees payable to Plaintiff's counsel on behalf of the Class.

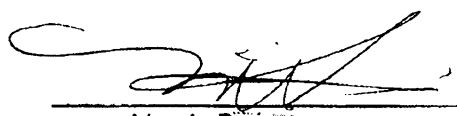
Irrevocable Direction re Funds

Marcia Brown hereby authorizes and irrevocably directs that all funds payable to the her or to which she may become entitled as representative Plaintiff as a result of the above, be paid to "WILSON CHRISTEN LLP IN TRUST" and that the said funds may be applied to accounts for the Fees, Taxes and Disbursements.

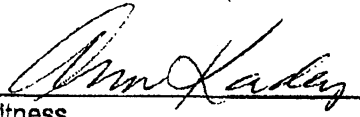
DATED at Timmins + Toronto on May 9, 2017.




Witness



Marcia Brown



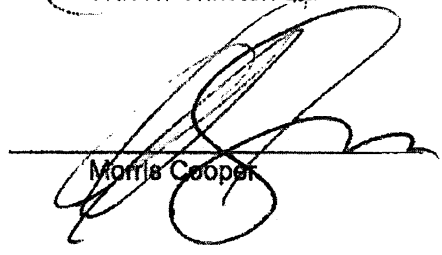
Witness



Wilson Christen LLP



Witness



Morris Cooper

SCHEDULE "A"**Recitals**

The parties agree and acknowledge that prior to executing this Agreement:

1. they have discussed options for retaining counsel;
2. they have discussed that contingency fees vary amongst solicitors;
3. Brown has had the opportunity to ask questions and consider alternatives and has freely agreed to retain Counsel by way of a Contingency Fee Agreement;
4. Brown understands that all usual protections and controls on retainers between a solicitor and client, as defined by the Law Society of Upper Canada and the common law, apply to this Contingency Fee Agreement;
5. the contingency fee is payable upon the contingency of Brown and the Class receiving any payment by or on behalf of any opposing party whether such payment arises by way of negotiation, agreement, settlement, judgment, award, payment of contractual benefits or agreement to pay contractual benefits whether in instalments or by lump sum payments;
6. Counsel shall not recover more in fees than the Class recovers as damages or receives by way of settlement;
7. Brown understands and agrees that Counsel take considerable risk in accepting contingency retainer agreements and that these risks include investment of time and money;
8. Brown understands that Counsel assesses the risks of cases based on information provided by her and her assurance of cooperation and participation in the matter, and her undertaking to follow legal advice and provide instructions;
9. Brown understands that many cases involve extensive disclosure and disclosure of other relevant documents, client involvement and attendances such as at Examinations for Discovery, Mandatory Mediation, and Hearings or Trial. Brown agrees to attend and cooperate in the advancement of the matter;

SCHEDULE "B"**Examples of Fee Calculations as required by law**

The following example is provided for illustration purposes only. The actual amount of any settlement is yet to be determined. The example is provided to ensure that the terms set out in this Contingency Fee Retainer Agreement are understood.

Example A

Settlement or Judgment	\$ 80,000.00
Interest	5,000.00
Costs awarded or settled	<u>15,000.00</u>
Total Recovery	\$100,000.00
Fees @ 20%:	<u>20,000.00</u>
Net paid to Class	\$ 80,000.00
<i>Less applicable HST and any unpaid disbursements</i>	

SCHEDULE "C"**Examples of Disbursements**

The anticipated disbursements incurred in connection with this Class Proceeding litigation are amounts paid for expert opinions by experts who have professionally acted in relation to the Class, accountants, economists and others, and amounts paid for legal searches, filings and reports. Also expected are litigation expenses such as Court fees for the issuance of Claims, Motion Records, transaction levies, service of documents, examinations for discovery, transcripts of examinations, witness attendance fees, government and public relations firms, and proper travel disbursements.

Explanation of Costs Awards in litigation

A successful litigant is normally entitled to payment of a portion of their legal fees by the unsuccessful litigant. It is important to note that "success" is often defined in relation to Offers to Settle as well as in relation to the outcome. A Court may award "partial indemnity costs" or "substantial indemnity costs".

*THIS IS EXHIBIT "114" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Court File No. CV-09-00372025-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MARCIA BROWN and ~~ROBERT COMMANDA~~

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

AFFIDAVIT OF KENNETH DENIS RICHARD
(sworn March 20, 2018)

I, KENNETH DENIS RICHARD, of the City of Toronto, Province of Ontario, Social Worker and Adjunct Professor, MAKE OATH AND DO SAY and where I have received information from a third party, with the person so identified, I believe the information to be true:

1. I have filed three prior affidavits in this proceeding, collectively attached as Exhibit "1". My evidence was accepted as "expert" testimony. For ease of reference, my curriculum vitae is attached as Exhibit "2", and I continue to be the Executive Director of Native Child and Family Services of Toronto.
2. For the purposes of my observations herein, I rely upon my work that brings me into daily professional contact with survivors of the Sixties Scoop. I also rely upon the professional consultations I provide to other professionals concerning the methods of healing and reconciliation with survivors of the Sixties Scoop.
3. Not unexpectedly, any settlement of a matter so emotionally-laden and often repressed for decades, not simply years, will result in the expression of anger or disappointment. That is part of the process of healing that must occur.

4. I am therefore moved by the fact that this Settlement includes the creation of a Foundation with initial funding of \$50 million dollars. That aspect of the Settlement is, in and of itself, uniquely responsive to the needs for systemic monitoring, as part of the process of reconciliation, to ensure that what happened in the past, purportedly in the “best interests of the child” will not easily repeat itself.
5. One of the difficulties with the *Brown v Canada* case was its limitations to that of Ontario, and to a defined class of Indians within Ontario. At our Agency, we necessarily respond to survivors of the Sixties Scoop and their children without such distinctions because an Indian “on” or “off reserve” endured the same harm. This Settlement recognizes that. It also goes further to recognize that the harm of the displacement of cultural identity was experienced not only by indigenous children who were adopted, but also by those placed as permanent wards. Furthermore, the settlement is sensitive to the nuance in child welfare law that some indigenous children, who were neither adopted nor made crown or permanent wards, still experienced long-term placement in non-indigenous homes, thereby suffering the same harm. There is an “exceptional circumstances” provision within the settlement that answers these persons’ needs. This is important and is consistent with who we service at Native Child and Family Services as persons who are survivors of the Sixties Scoop.
6. I recognize that the individual compensation does not include Métis, although Métis are included to be part of the Foundation’s work of providing healing and reconciliation services and programs and projects. As a professional, who is also a Métis, I understand the difficulty in including Métis in the individual compensation scheme since there were no records during the time identified as the “class period” to identify those displaced children who were Métis.
7. Speaking of “records”, I am relieved with the Settlement’s provision that the burden to obtain records is not upon the Class Member; rather, it is upon the governments. I am relieved because our experience with survivors is that they cannot easily, if ever, get their records from provincial governments or Children’s Aid Societies.

8. One complaint that is repeated again and again is that of the unfairness of the lawyers in respect of the residential schools settlement, insofar as lawyers charged their clients with fees for obtaining compensation. This Settlement answers that source of complaint by providing no-charge legal services for claimants and a simple application requiring no assessment process, as occurred in the residential schools settlement.
9. I am not able to offer any opinion on the amount of individual compensation as that is for those of the law. I do offer the observation that from our work, many survivors view the money as less important than the opportunity in a settlement for recognition and respect for the harm experienced, and the legitimate expectation of an apology from the Canadian government. Having made that comment, I have also observed from my work that, without a doubt, trauma was experienced by many survivors of the 60's Scoop. That trauma compromised their capacity to fully function within society and, for many, limited their ability to participate in a competitive market economy. Our work tells us that a disproportionate number of survivors are people who are poor by any objective measure. Poor people need money. For many survivors, the money they receive as compensation will greatly help them, and is, for them, a sense of personal justice. I do not want to be seen as minimizing the importance of the individual compensation in a settlement of the 60's Scoop.
10. To that end, and given the age of so many of the survivors, I commend the Settlement's authors, insofar as the process of compensation appears to be created to provide distribution of funds on a timely basis, while many survivors remain alive, and I know the Foundation is already at work, meeting with different indigenous survivors networks across the country.
11. I observe that the Ontario case involved a series of information gatherings at Native Child and Family Services, and that:
 - (a) Marcia Martel and her counsel were actively involved in consultation with our agency and, to my knowledge, almost every other indigenous and non-indigenous child welfare helping agency, during the tenure of their long hard-fought court case with the Canadian government,

- (b) Their case was not one launched or managed by any agency or agencies or Chief or Bands.
- (c) Their case was one in which the survivors themselves were the representative Plaintiff's constituents and those constituents were kept fully apprised, as was I and our Agency, during the entire history of the case, which goes back to 2009, and before.

12. I have worked with the Plaintiff's lead counsel, Jeffery Wilson, in other cases, and I observed the same commitment and endless hours that are required to ensure the open participation of hurt survivors in a process in respect of which the class members may understandably have little trust or respect. I witnessed first-hand the development of a coalition of informed survivors in conjunction with the long history of the case before the Courts, and I attribute this to the efforts of the representative Plaintiff and her lead counsel, a child protection and family lawyer.

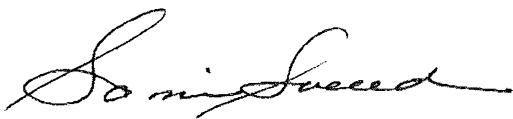
13. I make this affidavit in good faith and for no improper purpose.

SWORN BEFORE ME at
 the City of Toronto, in the
 Province of Ontario this
 20th day of March 2018

)
)
)
)
)
)
)




 KENNETH DENIS RICHARD



 A COMMISSIONER, ETC.

Samira Soueidan, a Commissioner, etc.,
 Province of Ontario, for Wilson Christen LLP,
 Barristers and Solicitors.
 Expires September 26, 2019.

THIS IS EXHIBIT "1" REFERRED TO IN THE
AFFIDAVIT OF KENN RICHARD
SWORN BEFORE ME THIS 20TH DAY
OF MARCH 2018

A handwritten signature in black ink, appearing to read "Samira Soueldan". The signature is fluid and cursive, with a large initial 'S'.

A COMMISSIONER FOR TAKING AFFIDAVITS

Samira Soueldan, a Commissioner, etc.,
Province of Ontario, for Wilson Christen LLP,
Barristers and Solicitors.
Expires September 26, 2019.

Court File No. CV-09-00372025-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MARCIA BROWN and ROBERT COMMANDA

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

AFFIDAVIT OF KENNETH DENIS RICHARD
(sworn March 23, 2009)

I, KENNETH DENIS RICHARD, of the City of Toronto, Province of Ontario, social worker and Adjunct Professor, **MAKE OATH AND SAY:**

1. I am the Executive Director of the Native Child and Family Service of Toronto¹. I have worked in the field of child welfare or child protection services for Indian or native children for 36 years. I am also the author of the article entitled "On the Matter of Cross-Cultural Adoptions" published as Chapter 9 to: I. Brown, D. Fuchs, L. Lafrance, S. McKay & S. Thomas Prokop (Eds.) "*Putting a human face on child welfare: Voices from the Prairies*" (Prairie Child Welfare Consortium www.uregina.ca/spr/prairiechild/index.html/ Centre of Excellence for Child Welfare www.cccw-cepb.ca). As a result, I have knowledge of the matters to which I depose. My statement of qualifications is copied at Exhibit "A".

¹ Native Child and Family Services of Toronto is a mandated Part X *Child and Family Services Act*, R.S.O. 1990, c. C-11 child and family service authority with full child welfare/protection services to native and Indian children in Toronto.

2. Known to child welfare practitioners and to the Indian or native communities throughout Ontario is the term "Sixties' Scoop". This is a term that refers to the remarkably large number of Indian or native children that local child welfare authorities removed from their families, extended families and communities in the period of time referred to herein, and then placed them in an environment where they lost contact with their identity as Indian or native persons.
3. In our work at Native Child and Family Service of Toronto, I know first hand the experiences of the surviving children of the "Sixties Scoop". Typically, we met them (and we are still meeting them) anywhere from their adolescent years to adulthood and we work with them in counselling or therapy. We are providing necessary counselling or therapy because, when they found themselves confronting the fact of their Indian or native culture, they then experienced quite an alarming degree of frustration and anger with feelings of distance or non-belonging from both their indigenous family and their adoptive or permanent placement non-Indian or non-native family, and entered into a crisis over their identity.
4. In my experience, it does not matter how "attached" or "bonded" were the children to their non-native and non-Indian homes, or even how benign an environment it may have been provided that wherever they were placed, they lost touch or connection with their particular indigenous Indian or native culture, customs, traditions, language and spirituality. This is a common effect of the "Sixties Scoop". It presents problems independent of whatever particular level of care and comfort, or lack of care and comfort the Indian or native person experienced as a child.
5. The re-claiming of their identity as an Indian or native person becomes fundamental to our therapeutic work with these survivors and their capacity to achieve a sufficient sense of self-esteem in order to cope within society and make a constructive contribution to the community and live a good and non-combative life, in the sense of coming to terms with themselves and others whom they trusted.
6. The process of re-claiming of identity takes much therapeutic or counselling work with the help of a trained and culturally sensitive therapist and over a period of time.

7. The Indian and native communities are well aware of the fact and nature of the "Sixties Scoop". Bands, Chiefs and agencies similar to Native Child and Family Services of Toronto throughout Ontario have identified the problem. With the help of the Chiefs, we have also begun the process of identifying the number involved. In this respect, I am not referring to children who were placed in residential schools where different forms of abuse may have occurred. I am referring to Indian or native children in Ontario who ended up in permanent non-native or non-Indian foster homes or adoptive homes by reason of events in the late 50's culminating with the Canada-Ontario Welfare Services Agreement of 1965, and continuing until 1985. The calculation of the number involved is not especially complicated because there ought to be data available through DIAND, and can probably also be provided through the work of the Band social services throughout Ontario.

8. Furthermore, by disseminating the fact of the *Brown and Commanda v. Canada* case to Indian or native child and family services resources throughout Ontario, a listing of which is attached as Exhibit "B", and with the additional help of the administrative assistance of the Chiefs of the Indian Bands in Ontario, I am confident that those persons affected as children will know of the law suit and come forward to be identified as members of the Class of persons.

9. The "Sixties Scoop" refers to a time in our history where the effect of child welfare programs, practices or policies was the loss of our children through what appeared to be an attempt to assimilate our children into mainstream culture, and for many of us constituted a betrayal of the uniqueness of aboriginals in Canadian society and Canada's recognition of that status. What I witnessed in my work was done without consultation with the Bands. Thus, I endorse the claims of Marcia Brown and Robert Commanda and observe that they are quite representative of the experience of thousands of Indian or native children in Ontario.

10. The *Child and Family Services Act, 1984* was amending legislation that provided for a massive overhaul of child welfare law in Ontario as it related to the status of the Indian or native family, extended family and community. As I experienced and as I witnessed, it was primarily the work of those in the child welfare and children's rights fields that helped to stem the

problems created by Canada and the Agreement. Those working in the fields saw the recurrent problems of working with children said to be "clinically attached" or "bonded" (the often cited rationale for permanent placement and severance from the child's indigenous family), but who, nonetheless, were experiencing severe dysfunction. The dysfunction emerged when their indigenous identity became clear to them, as it must, and they were wholly ill-equipped to understand, appreciate, connect, or identify with their Indian or native selves, and thus the identity crisis.

11. I make this affidavit in good faith and for no improper purpose.

SWORN BEFORE ME at the)
City of Toronto, in the Province)
of Ontario this 23rd day)
of March 2009.)
)
)
)
A COMMISSIONER, ETC.)

Jaffery Wilson

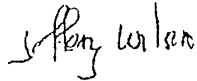


KENNETH DENIS RICHARD

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF KENNETH DENIS RICHARD
SWORN BEFORE ME, THIS 23RD DAY
OF MARCH 2009



A COMMISSIONER FOR TAKING AFFIDAVITS



KENNETH DENIS RICHARD

EDUCATION

- Master of Social Work, University of Manitoba, 1978
- Bachelor of Social Work (Honours), University of Manitoba, 1973

PROFESSIONAL EMPLOYMENT

Native Child and Family
Services of Toronto
30 College Street
Toronto, Ontario M5G 1K2

Executive Director

April 1988 - Present
Chief Executive Officer of Canada's First off
Reserve Native Child Welfare Authority.

The Municipality of Metro Toronto
Community Services Department
Policy and Planning Division
55 John Street, 9th Floor
Toronto, Ontario

Community Development Officer

April 1987 - April 1988
Social Planning, locality development, issue organizing
Liaison to community on policy, management,
funding, and service development.

Children's Aid Society of
Metropolitan Toronto
33 Charles Street East
Toronto, Ontario

Community Development Staff

September 1981 - September 1987
Duties similar to above with focus on child welfare
related community based service development.

Family Service Worker

1979 - 1981
Child protection/Abuse investigations.

Children's Aid Society of Winnipeg
114 Garry Street
Winnipeg, Manitoba

Intake Worker/Emergency After Hours

1977 - 1978 (Part-time)
Child protection/Abuse investigations.

The Knowles Centre
2005 Henderson Highway
Winnipeg, Manitoba

Team Leader/Social Worker

1975 - 1976
Residential treatment, staff supervision, case management
focused on behavioural/developmental issues with
Aboriginal youth.

Probation Services
"Compass Program"
172 Doncaster Street
Winnipeg, Manitoba

Life Skills Instructor

1972 (Summer)
Life skill training to Aboriginal young offenders.

Kenneth Denis Richard

Page 2 of 3

ACADEMIC APPOINTMENTS

University of Toronto
Faculty of Social Work
246 Bloor Street West
Toronto, Ontario M5S 1A1

Lecturer, MSW/PhD. Program
"Cross Cultural Social Work Practice"
January 1992 - Present

Seneca College
Social Service Worker Program
1750 Finch Avenue East
North York, Ontario

Instructor, Diploma Program
"Community Studies"
April 1987 - April 1989
"Selected Social Issues"
January 1990 - April 1990

York University
School of Social Work
Fort Garry Campus
Winnipeg, Manitoba

Tutorial Leader, BSW Program
"Human Behaviour and the Social Environment"
September 1976 - May 1977

RELATED ACADEMIC

- Developed and marketed a training program on cross cultural literacy and competence for human service professionals. Clients have included the Hincks, the Catholic Children's Aid Society of Toronto, J.D. Griffin Centre, York Family Services, Dellcrest Children's Centre, Children's Aid Society of Hamilton-Wentworth and others.
- Trainer, "Inter-cultural Competence" Child Abuse Studies, Atkinson College, Continuing Education Division, York University.
- Have provided numerous workshops and panel presentations on Native Child Welfare and community development at professional forums across Canada, the USA and internationally.
- Have appeared as an "expert" witness to Parliamentary committees, inquests, and have acted in the same capacity for various initiatives of both the Federal and Provincial governments.

MEMBERSHIPS

- Anti-Racism, Multi-Culturalism, and Native Issues Committee, Faculty of Social Work, University of Toronto;
- Director, Institute for the Prevention of Child Abuse (1995);
- Aboriginal Child and Family Services Association of Ontario (Founding President);
- Toronto Aboriginal Social Services Association (Past Chairperson);
- International Society for the Prevention of Child Abuse and Neglect (Chicago)
- Director, Defence of Children International (Geneva);
- Community Reference Group on Ethno-racial Access to Metropolitan Toronto Services (1996);
- Toronto Task Force on Access and Equity;
- National Advisory Group, Canadian Institute of Child Health;
- Opportunity Planning Provincial Task Group (Chair, 1993);
- Director, Toronto Child Abuse Centre (2001)

- Director, First Nations Child Caring Society (Ottawa)

PUBLICATIONS

- "Holism in Social Work: The Differential Impact of Professional Orientation on Practice Methodologies", **M.S.W. Thesis**, 1978.
- "Native Culture and the Child and Family Services Act", **O.A.P.S.W. Journal**, 1989.
- "Native Family Well-Being in Urban Settings: A Culture Based Service Model", **Native Child and Family Services of Toronto**, 1990 (collective authorship).
- "Sexual Abuse on Toronto's Native Community" **O.A.C.A.S. Journal**, Summer, 1991.
- Book Review; "Without Reserve: Stories from Urban Natives", Lydia Shorten, NuWest Press, Edmonton, 1992 in **O.A.P.S.W. Journal**, 1993.
- "The Urbanization of Native Canada", **Perception**, Canadian Council on Social Development, Vol. 17, No.4,1994. Also in **"Images: Canada Through Literature"**, John Borovilos, Ginn Canada, 1996.
- "A Case Against Intercultural Adoption" **First Nations Child and Family Review**, Vol.1, No. 1, 2004
- "Toronto Native Agency Makes Child Welfare History" **Journal of the Ontario Association of Social Workers**, Vol.31, No. 3

AWARDS

- Chief of Police Community Service Award, 1995
Presented in recognition of work done to further police/community relations.
- Nominee, The Heart of Social Work Award, National Council on Social Work Education (USA/Canada), 1996 and 1997
Nominated for work in furthering the education of Native students in the field of Social Work
- Salute to the City Award, Toronto Eaton Centre, 1997
Presented in recognition of contribution in making Toronto the best large North American city (Fortune Magazine) in which to live.
- Civic Award of Merit, 1997
This is the highest award bestowed by the City of Toronto and recognizes contributions to improving the quality of life in Toronto.
- Ruth Hindmarsh Atkinson Award, 1998
The largest of its kind in Canada, this award of \$50,000 was granted to Native Child and Family Services of Toronto in recognition of the "best practice" nature of the prevention programs developed during my tenure as Executive Director.

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF KENNETH DENIS RICHARD
SWORN BEFORE ME THIS 23RD DAY
OF MARCH 2009



A COMMISSIONER FOR TAKING AFFIDAVITS

Jeffrey Wilson

Mandated Native Societies

- Dilico Ojibwe Child and Family Services (Thunder Bay)
- Native Child and Family Services of Toronto
- Payukotayno James and Hudson Bay Family Services (Moosonee)
- Weechi-Te-Win Family Services (Fort Frances)
- Anishinaabe Abinooji Family Services (Kenora)

Agencies Developing toward Society Status

- Kina Gbezhgomi Child and Family Services (Wiwemikong)
- Kunuwamimano Child and Family Services (Timmins)
- Nag-Da-Win-Da-Min Family and Community Services (Sault Saint Marie)
- Six Nations of the Grand River (Brantford)
- London District Chiefs.
- Akwesasne Child and Family Services

Court File No. CV-09-00372025-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MARCIA BROWN AND ~~ROBERT COMMANDA~~

Plaintiff

and

THE ATTORNEY GENERAL OF CANADA

Defendant

AFFIDAVIT OF KENNETH DENIS RICHARD

(sworn November 21, 2016)

I, KENNETH DENIS RICHARD, of the City of Toronto, Province of Ontario, Social Worker and Adjunct Professor, MAKE OATH AND DO SAY and where I have received information from a third party, with the person so identified, I believe the information to be true:

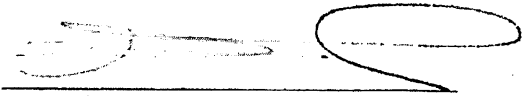
1. My affidavit of March 23, 2009 is filed with the Court. I was also cross-examined by Canada's counsel in 2009.
2. I am the Executive Director of the Native Child and Family Service of Toronto.
3. Produced to me are a number of resolutions which I have read, copies of which are attached together as Exhibit "A". I know well the fact of resolutions of this kind by Bands in Ontario.
4. The resolutions that are dated in the 60's refer to the Band's requests to administer their own General Welfare Assistance, under the General Welfare Assistance Act. These resolutions were simply about further funding. They had little resources on the reserves. These Resolutions had nothing to do with administering child protection services to First Nations Children.

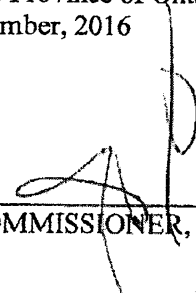
- 5. Some of the later Resolutions dated in the early 80's relate to non-mandated agencies. For example the Native Child and Family Service of Toronto was once a non-mandated agency similarly attempting to help First Nations children and families outside of the workings of the provincial child welfare legislation, and in response to the harm caused by the administration of child welfare legislation by federal and provincial authorities without consultation with the Bands.

- 6. Following the '65 Agreement, and the continued failure of federal and provincial government to administer services with the support of the First Nations communities, Bands took steps, passing resolutions to create their own child and family helping agencies. These became known as "non-mandated" Native Child and Family agencies working on the reserves. A few, including Native Child and Family Services of Toronto, Dilco Objivay Child and Family Service of Thunder Bay, Weechi-it-te-win Family Services in Fort Frances became fully mandated agencies (i.e. having all the powers and responsibilities of a children's aid society under the provincial child welfare legislation). Most, however, did not become fully mandated agencies, operating independent of the local children's aid society and with no authority or powers under the provincial child welfare/protection legislation. But, common to all of the agencies was their genesis as a response from the Bands to the enduring harm caused by the experience of lost children arising from the '65 Agreement and the fact of non-consultation.

- 7. I make this affidavit in good faith and for no improper purpose.

SWORN BEFORE ME at the City of Toronto
 in the Province of Ontario this 21st day of
 November, 2016

)
)
)
) 
) KENNETH DENIS RICHARD
)



 A COMMISSIONER, ETC.

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF KENNETH DENIS RICHARD
SWORN BEFORE ME THIS 21ST DAY
OF NOVEMBER 2016

A handwritten signature in black ink, appearing to be 'J. Braude', written over the text 'OF NOVEMBER 2016'.

A COMMISSIONER FOR TAKING AFFIDAVITS
JESSICA BRAUDE

<p>Indian and Northern Affairs - Affaires indiennes et du Nord</p> <p>BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE</p>		<p>Chronological No. - Numéro chronologique</p> <p style="text-align: center; font-size: 1.5em;">117</p> <p>File Reference - N° de réf. du dossier</p>						
<p><small>NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds. NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds de bande.</small></p>								
<p>THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE Golden Lake</p> <p>AGENCY DISTRICT Kingston</p> <p>PROVINCE Ontario</p> <p>PLACE NOM DE L'ENDROIT Golden Lake Reserve</p> <p>DATE <u>6</u> <u>February</u> AD 19 <u>76</u> DAY - JOUR MONTH - MOIS YEAR - ANNÉE</p>	<p>Current Capital Balance Solde de capital \$ _____</p> <p>Committed - Engagé \$ _____</p> <p>Current Revenue balance Solde de revenu \$ _____</p> <p>Committed - Engagé \$ _____</p>							
<p>DO HEREBY RESOLVE: DÉCIDE, PAR LES PRÉSENTES:</p> <p>That Authority be granted this Council by the Department of Indian Affairs and Northern Development to administer a Social Assistance Program for the 1976/77 fiscal year.</p> <p>We, the Band Council, agree:</p> <ol style="list-style-type: none"> 1) To perform all administrative work in connection with the program. 2) To hire , supervise and pay staff to carry out the program. 3) That the Golden Lake Algonquin Band will provide Social Assistance to those band members who are eligible and reside on the Golden Lake Indian Reserve. Our band will also provide Social Assistance to persons other than Band members who reside on our Reserve and who are eligible for assistance. At the following estimated cost. <table style="width: 100%; margin-left: 20px;"> <tr> <td>Social Assistance</td> <td style="text-align: right;">\$ 10,000.00</td> </tr> <tr> <td>Care of Children</td> <td style="text-align: right;">\$ 9,000.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right; border-top: 1px solid black;">\$ 19,000.00</td> </tr> </table> <ol style="list-style-type: none"> 4) To provide statistics and information in the manner and form requested by the Department of Indian Affairs and Northern Development. 			Social Assistance	\$ 10,000.00	Care of Children	\$ 9,000.00	Total	\$ 19,000.00
Social Assistance	\$ 10,000.00							
Care of Children	\$ 9,000.00							
Total	\$ 19,000.00							
<p>A quorum for this Band Pour cette bande le quorum est</p> <p>consists of fixé à</p> <p>Council Members Membres du Conseil</p>								
<p><i>Henry Janaton</i> (Chief - Chef)</p>								
<p><i>Clifford M. Senechal</i> (Councillor - conseiller)</p> <p><i>Arthur F. Senechal</i> (Councillor - conseiller)</p> <p><i>Louise Sarazin</i> (Councillor - conseiller)</p> <p><i>Markus Larcin</i> (Councillor - conseiller)</p>								

Indian and Northern Affairs - Affaires indiennes et du Nord

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro chronologique	117
File Reference - n° de réf. du dossier	

NOTE: The words "From our Band Funds", "Capital" or "Revenue" which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Golden Lake	Current Capital Balance Solde de capital	\$ _____
AGENCY	Kingston	Committed - Engagé	\$ _____
DISTRICT	Ontario	Current Revenue balance Solde de revenu	\$ _____
PROVINCE	Golden Lake Reserve	Committed - Engagé	\$ _____
PLACE NOM DE L'ENDROIT			
DATE	6 February AD 1976		
	DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

- 5) Upon request of an appropriate Departmental official, permit access and review of the program and program administration of all records pertaining to this program.
- 6) To arrange for the proper accounting for all funds granted to the Band Council and provide an annual audited statement in conjunction with their Band audit for each fiscal year.
- 7) To seek assistance for funds from provinces, municipalities and/or other agencies.

The Department of Indian Affairs and Northern Development will:

1) Make a contribution of <u>\$ 19,000.00</u> to cover partial cost of the program.	
Departmental Contribution	<u>\$ 19,000.00</u>
Band Funds	<u>\$ 0</u>
Other <i>Provincial Subsidy</i>	<u>\$ _____</u>
Total cost of program	<u>\$ _____</u>

- 2) Arrange for professional and technical advice as required by Band Council.
- 3) Assist Band Council in training their Band staff.

A quorum for this Band
Pour cette bande le quorum est

consists of
fixé à

Council Members
Membres du Conseil

Dennis Dawson
(Chair - Chef)

Clifford M. Wilson
(Councillor - conseiller)

Allyson H. H. H.
(Councillor - conseiller)

Leonard Sarajani
(Councillor - conseiller)

Stanley Sarajani
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Circulaire de No. - Numéro circulaire
117
 File Reference - N° de réf. du dossier

NOTE The words "From Our Own Funds" "Capital" or "Revenue" which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA Les mots "des fonds de notre bande" "Capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à partir des fonds de la bande.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE Golden Lake	Current Capital Balance Solde de capital \$ _____
AGENCY DISTRICT Kingston	Committed - Engagé \$ _____
PROVINCE Ontario	Current Revenue balance Solde de revenu \$ _____
PLACE NOM DE L'ENDROIT Golden Lake Reserve	Committed - Engagé \$ _____
DATE 6 February AD 19 76 <small>DAY - JOUR MONTH - MOIS YEAR - ANNÉE</small>	

DO HEREBY RESOLVE:
 DÉCIDE, PAR LES PRÉSENTES:

Other Conditions

- 1) Funds will be transferred to the Band as follows: First quarter in May, 1976, and quarterly on receipt of certification form, as submitted and required by Band Office.
- 2) Funds granted will be used for the purposes identified above and authority will be obtained from IAND before any transfer of funds is made to other purposes.
- 3) This agreement terminates on March 31, 1977 but may be terminated before that date upon 30 days written notice by the Department of Indian Affairs and Northern Development.

A quorum for this Band
 Pour cette bande la quorum est
 consists of
 fixé à
 Council Members
 Membres du Conseil

<i>Kerry Ineson</i> (Chief - Chef)		
<i>Clifford Milnesse</i> (Councillor - conseiller)	<i>Shirley Kitchin</i> (Councillor - conseiller)	<i>Leonard Saragani</i> (Councillor - conseiller)
<i>Stanley Lawson</i> (Councillor - conseiller)		

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINA TRUM A. Capital B. Revenue - Revenu	3. Expenditure Dépenses	4. Authority - Authorized in the Act See Art. 46 in LRI sur les Indiens	5. Source of Funds Source des Fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
5	\$	\$ 19,000.00		
6. Recommended - Recommandable		7. Approved - Approuvable		
<i>5.11.1976</i> Date <i>R. P. Milnesse</i> Recommending Officer - Recommandé par		<i>6.11.1976</i> Date <i>J. A. Bennett</i> Approving Officer - Approuvé par		

IA 112 (3-74) 7530-21-023-4482

DISTRICT		PROGRAM BUDGETS				TOTAL BAND MEMBERSHIP AS OF DEC. 31, 1975	
KINGSTON		1976 - 77				506	
BAND						TOTAL ON-RESERVE MEMBERSHIP AS OF DECEMBER 31, 1975	
Golden Lake							
SUB. AC.	U & H DEPT. FUNDS	CAPITAL DEPT. FUNDS	BAND FUNDS	OTHER	TOTAL AS PERIAINST TO ADMIN OVERHD.	RELATED PROG. SAL.	
1220	10,000			20,000	30,000	5,035	
1230							
1240	9,000			n/a	9,000		
1260							
1270							
1420	27,635				n/a		
1440					n/a		
1441	2,400				n/a		
1720		20,000			20,000		
1730	6,000	20,000		25,000	51,000		
1740		10,000		3,000	13,000		
1750							
1760							
1780	500				500		
2210							
2230							
2250							
2310							
2320							
2330							
2340							
2350							
2360							
2410	109,000				109,000		
2420	12,000				12,000		
2520							
2530							
2540							
2550							
2580	16,000				16,000		
2620	2,000				2,000		
2630	2,000				2,000		
2640	660				n/a		
2720	5,300				5,300		
2730	1,500				1,500		
2740	31,195				31,195		
2820	1,000				1,000		
2830	1,000				1,000		
2840	3,000				3,000		
2860					n/a		
TOTAL	240,190	50,000		48,000	307,495		
14% - ADMINISTRATION OVERHEAD 8% OF 307,495						24,599.60	
LANDS & ESTATES @ \$ 3.00 PER CAPITA - IF APPLICABLE						1,518.00	
MEMBERSHIP @ \$ 3.00 PER CAPITA - IF APPLICABLE						1,518.00	
TOTAL ADMINISTRATION						27,635.60	



DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
INDIAN AFFAIRS BRANCH

BAND COUNCIL RESOLUTION

COPY

Chronological No. 1969-002

H.O. Reference

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.

COUNCIL OF THE	Mohawks of the Bay of Quinte	BAND	FOR HEADQUARTERS USE ONLY <i>filed</i>
AGENCY	Tyendinaga		
PROVINCE	Ontario		
PLACE	Council Hall		
DATE	April 29 1969		

DO HEREBY RESOLVE:

Resolution No. 14

Moved by Carl D. Brant seconded by Audrey Macle
That the Mohawks of the Bay of Quinte Band Council will meet the following conditions, as laid down in Order in Council PC 1968-1533, so that we may qualify to receive the 20% municipal share as a grant from the Federal Government;

1. That the expenditure of funds shall first have been approved in the normal manner.
2. That the problem of funds transferred to the Band under Section 68 of the Indian Act shall be for welfare services as provided for under the Ontario General Welfare Assistance Act, exclusive of medical and dental services.
3. That the funds for the above-mentioned purpose be transferred to the Band's bank account as required.
4. That authority shall be given to two Band members associated by the Council to issue cheques against such funds.
5. That monies received from the Province of Ontario under the Ontario General Welfare Assistance Act to subsidize relief paid from Band funds shall be credited to the Band's bank account, and these funds used for the payment of welfare.
6. That an auditor shall be engaged to carry out an audit, and that the auditor's report shall be posted in conspicuous places on the reserve for examination by Band members, and further that a copy of the audit report shall be provided annually to the Department of Indian Affairs, the cost of the audit to be paid from Band funds.
7. That assistance will be given to members thereof who reside on the Reserve of the Band and who are eligible for such assistance, and will provide welfare to persons other than Band members who reside on the Reserve who are eligible for such assistance.

carried.

Original signed by:

	Chief Carl Hill (Chief)	
CARL D. BRANT (Councillor)		(Councillor)
AUDREY MACLE (Councillor)		(Councillor)
NELSON GREEN (Councillor)		(Councillor)
		(Councillor)

FOR HEADQUARTERS USE ONLY					
1. TRUST ACCT	2. CURRENT BALANCES		3. Expenditure	4. Authority Indian Act Sec.	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue			
6. Recommended			7. Approved		
APR 29 1969 Date			Date		
Authorized Officer			Assistant Deputy Minister, Indian Affairs		

18 135 (5-64) 7030-21-023-4682

1456/29-6-5 ACS
OL 486/29-1

1975-76/27
186/28-12

Indian and Northern Affairs Affaires indiennes et du Nord

BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds", "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à faire des fonds de la bande.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE Attawapiskat	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT James Bay	Committed - Engagé	\$ _____
PROVINCE Ontario	Current Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT Attawapiskat Reserve	Committed - Engagé	\$ _____
DATE <u>13</u> <u>08</u> AD 19 <u>75</u> DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE;
DECIDE, PAR LES PRÉSENTES: That we the Chief and Councillors request the Province of Ontario to authorize the Attawapiskat Band to operate their Welfare Program under the General Welfare Assistance Act.

The reserve population is 666 and the average amount of welfare issued per month is \$18,000.00.

Our Band Administrator, Mr. Ignace Gull has been actively involved in assisting the James Bay District staff in issuing welfare, he has also attended a one week seminar held in Sudbury in June 1975.

The economic base on this reserve consist of a lumber mill operation which employs approx. 8 person. House construction & classroom on the Reserve & a new 8 classroom school is being constructed with the completion date set set at December 1975.

A temporary Band Administration office has been set up & funds are in the District budget this fiscal year to construct a Band Council hall.

The Band Council agrees to provide welfare to eligible person & further agrees to keep on appropriate set of books to be audited by Provincial Auditors.

A quorum for this Bande
Pour cette bande le quorum est

consists of
il est à

Council Members
Membres du Conseil

0 117

MOOSE FACTORY, ONTARIO
RECEIVED
AUG 25 1975

<i>Ignace Gull</i> (Chief - Chef)	<i>Joseph St. Laurent</i> (Councillor - conseiller)	<i>Joseph St. Laurent</i> (Councillor - conseiller)	<i>Joseph St. Laurent</i> (Councillor - conseiller)
<i>Joseph St. Laurent</i> (Councillor - conseiller)	<i>Joseph St. Laurent</i> (Councillor - conseiller)	<i>Joseph St. Laurent</i> (Councillor - conseiller)	<i>Joseph St. Laurent</i> (Councillor - conseiller)
<i>Joseph St. Laurent</i> (Councillor - conseiller)	<i>Joseph St. Laurent</i> (Councillor - conseiller)	<i>Joseph St. Laurent</i> (Councillor - conseiller)	<i>Joseph St. Laurent</i> (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVE AU MINISTÈRE				
1. Band Fund Code Code de compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépense	4. Authority - Autorité Indian Act Sec. 5. Source of Funds Source des fonds
	A. Capital	B. Revenue - Revenu		<input type="checkbox"/> Capital <input type="checkbox"/> Revenue <input type="checkbox"/> Indian <input type="checkbox"/> Revenue
	\$	\$	\$	
6. Recommended - Recommandé			Approved - Approuvé	
Date _____ Recommending Officer - Recommandé par _____			Date _____ Approving Officer - Approuvé par _____	

IA 138 (7-75) 7830-21-028-4068



DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
INDIAN AFFAIRS BRANCH
BAND COUNCIL RESOLUTION

Chronological No.
1967-19/3

H.Q. Reference

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditure from Band Funds.

COUNCIL OF THE	CHIPPENAS OF KETTLE POINT	BAND	FOR HEADQUARTERS USE ONLY
AGENCY	ST. CLAIR		
PROVINCE	ONTARIO		
PLACE	KETTLE POINT		
DATE	15 DAY	MAY MONTH AD 19 68 YEAR	

DO HEREBY RESOLVE:

THAT the Council of Kettle Point Band hereby request permission to operate under the Ontario General Welfare Assistance Act.

AND THAT the Band Clerk be appointed as welfare administrator.

.....
(Councillor)

.....
(Councillor)

.....
(Councillor)

.....
(Councillor)

.....
(Councillor)

Thomas Bassett
(Chair)

James Bassett
(Councillor)

Charles Hurstine
(Councillor)

Paul George
(Councillor)

Earl Bassett
(Councillor)

Robert George
(Councillor)

.....
(Councillor)

.....
(Councillor)

FOR HEADQUARTERS USE ONLY					
1. TRUST ACCT	2. CURRENT BALANCES		3. Expenditure	4. Authority Indian Act Sec.	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue			
6. Recommended			7. Approved		
Date			Date		
Authorized Officer			Assistant Deputy Minister, Indian Affairs		

1A-135 (12-66)



DEPARTMENT OF CITIZENSHIP AND IMMIGRATION
INDIAN AFFAIRS BRANCH
BAND COUNCIL RESOLUTION

Chronological No.
1967/68 No. 10
H.Q. Reference

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.

COUNCIL OF THE	Golden Lake	BAND	FOR HEADQUARTERS USE ONLY	
AGENCY	Peterborough			
PROVINCE	Ontario			
PLACE	Golden Lake Indian Reserve			
DATE	28 August	AD 19	57	
	DAY	MONTH	YEAR	

DO HEREBY RESOLVE:

That we the Band Council of the Golden Lake Band, be permitted to handle our own Welfare Assistance, under the General Welfare Assistance Act of Ontario, and to handle our own Welfare Funds, as is done in other Municipalities.

In view of the fact that we do not have sufficient funds in our Revenue Account, we hereby make a request to Indian Affairs Branch to provide the Municipal 20% share until such time as we can meet this cost ourselves.

W. J. ... (Chief)
 _____ (Councillor)
Charles ... (Councillor)
 _____ (Councillor)
 _____ (Councillor)
 _____ (Councillor)

FOR HEADQUARTERS USE ONLY					
1. TRUST ACCT	2. CURRENT BALANCES		3. Expenditure	4. Authority Indian Act Sec.	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue			
6. Recommended			7. Approved		
Date			Date		
Authorised Officer			Assistant Deputy Minister, Indian Affairs		

1A-133

10-7-74
~~10-7-74~~
678/30-1
104
Chronological No.
H.Q. Reference

BAND COUNCIL RESOLUTION

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.

COUNCIL OF THE Brunswick House BAND	FOR HEADQUARTERS USE ONLY
AGENCY Sudbury District	
PROVINCE Ontario	
PLACE Sudbury	
DATE 15 June AD 19 72 <small>DAY MONTH YEAR</small>	

DO HEREBY RESOLVE:

We request the Minister of the Department of Social and Family Services for approval to enter the Province of Ontario Welfare Program so that we may administer welfare on our Reserve in accordance with the General Welfare Assistance Regulations and also agree to meet the following conditions as outlined in the Order-In-Council B7 1966-1533.

That the funds for the above-mentioned purposes be transferred to the Band's bank account as required.

That authority shall be given to two Band members appointed by the Council to issue cheques against such funds.

That moneys received from the Province of Ontario under the Ontario General Welfare Assistance Act to subsidize relief paid from Band funds shall be credited to the Band's bank account, and these funds used for the payment of welfare.

That an auditor shall be engaged to carry out an audit, and that the auditor's report shall be posted in conspicuous places on the Reserve for examination by Band members, and further that a copy of the audit report shall be provided annually to the Department of Indian Affairs and Northern Development, the cost of the audit to be paid from Band funds.

That assistance will be given to members thereof who reside on the Reserve of the Band and who are eligible for such assistance, and will provide welfare to persons other than Band members who reside on the Reserve who are eligible for such assistance.

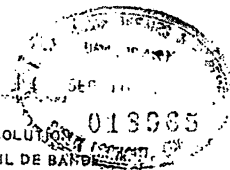
That the Department of Social and Family Services meet with our Band to discuss all aspects of the Social and Family Services program including its administration, and make provisions for a period of instruction to be given to the person appointed, a Band Welfare Officer.

CERTIFIED TRUE COPY

<i>Deane M. Leard</i> INTERIM CHIEF (Councilor)	<i>Joe L. Saunders</i> (Chief) (Councilor)	<i>Alfred Ojital</i> (Councilor)
(Councilor)	(Councilor)	(Councilor)
(Councilor)	(Councilor)	(Councilor)
(Councilor)	(Councilor)	(Councilor)

FOR HEADQUARTERS USE ONLY					
1. TRUST ACCT	2. CURRENT BALANCES		3. Expenditures	4. Authority Indian Act Sec.	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue			
6. Recommended			7. Approved		
<small>Date</small>			<small>Date</small>		
<small>Authorized Officer</small>			<small>Assistant Deputy Minister</small>		

16 (83 (3-08) 7530-21-025-4669



BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

34/77

444/29-129

NOTE: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds de la bande.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE Bearskin Lake Band AGENCY DISTRICT Sioux Lookout PROVINCE Ontario PLACE NOM DE L'ENDROIT Bearskin Lake, Ontario DATE 9 September AD 19 77 <small>DAY - MOIS MONTH - ANNEE</small>	Current Capital Balance Solde de capital \$ _____ Committed - Engagé \$ _____ Current Revenue balance Solde de revenu \$ _____ Committed - Engagé \$ _____
---	---

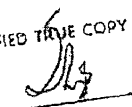
DO HEREBY RESOLVE: and request D.I.A.N.D. for a grant of accountable contributions in
 DECIDE, PAR LES PRÉSENTES: the amount of \$9,210.00 in order that we may be able to start the
 administration of Welfare program under the G.N.A. Act of Ontario with
 effect from October 1, 1977. Breakdown of afore mentioned amount is shown below.
 We have already appointed a Band Welfare Administrator and we have been advised by
 the Ontario Ministry of Community and Social Services to have funds ready if the
 program has to commence October 1, 1977.

D.I.A.N.D. share of 20% for period Oct. 1/77-March 31/78	35,000 x 20% = 7,000.00
Wages of Welfare Administrator @ 350.00 per month	350.00 x 6 = 2,100.00
U.I.C. and Workmen Compensation	= 110.00
	\$9,210.00

We request urgent approval of the requested funds.

A quorum for this Band
 Pour cette bande le quorum est
 consists of
 fixé à
 Council Members
 Membres du Conseil

CERTIFIED TRUE COPY



James H. Hama
 (Councillor - conseiller)
George Beardsley
 (Councillor - conseiller)
Harold G. G. G.
 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de fonds	2. COMPUTER BALANCES - SOLDES D'ORDONNANCEUR A. Capital \$ _____ B. Revenue - Revenu \$ _____	3. Expenditures Dépenses \$ _____	4. Authority - Autorité Indian Act 3bc Act. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandé		Approved - Approuvé		
Date _____ Recommending Officer - Recommandé par		Date _____ Approving Officer - Approuvé par		

IA 133 (3-74) 7510-21-023-4882

BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

434708

486/29-1

NOTE: The words "From the Band Funds" "Capital" and "Reserve" are to be interpreted as meaning the funds of the Band which are available for the purposes of the Act and the Regulations.

NOTA: Les mots "des fonds de notre bande" "capital" et "réserve" sont à interpréter selon le sens desdits mots dans l'Acte et les règlements qui s'y rapportent.

THE COUNCIL OF THE
LE CONSEIL DE LA BANDE INDIENNE Albany Band #67

AGENCY James Bay **DISTRICT** Ontario

PROVINCE Ontario

PLACE Kagiechewan

NOU DE L'INDROIT Kagiechewan

DATE 24 **DAY** 06 **MONTH** 05 **AD 19 1981 **YEAR** 1981**

Current Capital Balance Solde de capital	\$
Committed - Engagé	\$
Current Revenue Balance Solde de revenu	\$
Committed - Engagé	\$

DO HEREBY RESOLVE,
DECIDE, PAR LES PRESENTES:

We request the Minister of Community and Social Services for approval to enter the Province of Ontario Welfare Program so that we may administer welfare on our Reserve in accordance with the General Welfare Assistance Regulations and also agree to meet the following conditions as outlined in the Order-In-Council RC 1968-1533.

That the funds for the above-mentioned purposes be transferred to the Band's bank account as required.

That authority shall be given to two Band members appointed by the Council to issue cheques against such funds.

That moneys received from the Province of Ontario under the Ontario General Welfare Assistance Act to subsidize relief paid from Band funds shall be credited to the Band's bank account, and these funds used for payment of welfare.

That an auditor shall be engaged to carry out an audit, and that the auditor's report shall be posted in conspicuous places on the Reserve for examination by Band members, and further that a copy of the audit report shall be provided annually to the Department of Indian Affairs and Northern Development, the cost of the audit to be paid from Band funds.

That assistance will be given to members thereof who reside on the Reserve #67.A., only of the Band and who are eligible for such assistance, and will provide welfare to persons other than Band members who reside on the Reserve who are eligible for such assistance.

That the Ministry Department of Social and Family Services meet with our Band to discuss all aspects of the Social and Family services program including its administration, and make provisions for a period of instruction to be given to the person appointed a Band Welfare Officer.

A quorum for this Band
Pour cette bande le quorum est

consists of
est de

Council Members
Membres du Conseil

(Councillor - conseil) _____
(Councillor - conseil) _____
(Councillor - conseil) _____
(Councillor - conseil) _____
(Councillor - conseil) _____
(Councillor - conseil) _____

(Councillor - conseil) _____
(Councillor - conseil) _____
(Councillor - conseil) _____
(Councillor - conseil) _____
(Councillor - conseil) _____
(Councillor - conseil) _____

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Date of report Date du rapport \$ _____ 2. Amount of grant Montant de la subvention \$ _____ 3. Name of recipient Nom du bénéficiaire \$ _____ 4. Name of recommending officer Nom de l'officier recommandant \$ _____	1. For approval Pour approbation 2. Date of approval Date d'approbation 3. Name of approving officer Nom de l'officier approuvant 4. Name of recommending officer Nom de l'officier recommandant 5. Name of approving officer Nom de l'officier approuvant 6. Name of recommending officer Nom de l'officier recommandant
--	--

14 135 (3-79) 1830-21-823-663

494/29-1

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Indian and Northern Affairs - Affaires indiennes et du Nord

Chronological No. - Numéro consécutif
52/73-74

File Reference - n° de réf. du dossier

NOTE: The words "From our Band Funds", "Capital" or "Revenue", which ever is the case, must appear in all resolutions providing expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent sembler dans toutes les résolutions portant sur des dépenses à même les fonds de la bande.

THE COUNCIL OF THE
LE CONSEIL DE LA BANDE INDIENNE CARIBOU LAKE BAND

AGENCY _____ **Current Capital Balance** _____
Solde de capital \$ _____

DISTRICT SIXE'S LOCKS **Committed - Engagé** \$ _____

PROVINCE ONTARIO **Current Revenue balance** _____
Solde de revenu \$ _____

PLACE _____ **Committed - Engagé** \$ _____

NOM DE L'ENDROIT WELFARE LAKE

DATE 14 FEB AD 19 74
DAY - JOUR MONTH - MOIS YEAR - ANNÉE

DO HEREBY RESOLVE:
DECIDE, PAR LES PRÉSENTS:

And request that we may be allowed to takeover the administration of Welfare Program under the General Welfare Assistance Act of the Govt of Ontario. We further request that Cornelius Benson be appointed as Band Welfare Administrator & arrangement may be made for his training of the program.

A quorum for this Band
Pour cette bande le quorum est

consists of
fixé à

Council Members
Membres du Conseil

COUNCIL SECRETARY

DEPT. OF INDIAN AFFAIRS & DEVELOPMENT
FEB 18 1974
S. 757
SIXE'S LOCKS, ONT.

JAMES KATIKAYSA (Councillor - conseiller)
JACOBUS OJEDFISIA (Councillor - conseiller)
AGRIPPA BENSON (Councillor - conseiller)

JOSEPH SAKCHIEKAPU (Chair - chef)
D. VILLEGUISH (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépense	4. Authority - Autorité Indian Act, Sec. 81 Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue - Revenu			
6. Recommended - Recommandable			Approved - Approuvable		
Date	Recommending Officer - Recommandé par		Date	Approving Officer - Approuvé par	

1A 130 (7-73) 7620-21-023-4662

474/29-1

RD. 9/72

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE CAT LAKE BAND	Capital balance Solde de capital	\$
AGENCY AGENCE SIOUX LOOKOUT DISTRICT	Committed - Engagé	\$
PROVINCE ONTARIO	Revenue balance Solde de revenu	\$
PLACE RUE DE L'ENDROIT CAT LAKE	Committed - Engagé	\$
DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE		

DO HEREBY RESOLVE;
DÉCIDE, PAR LES PRÉSENTES:

We request the Minister of the Department of Social and Family Services for approval to enter the Province of Ontario Welfare Program so that we may administer welfare on our Reserve in accordance with the General Welfare Assistance Regulations and also agree to meet the following conditions as outlined in the Order-in-Council RC 1968-1533.

That the funds for the above-mentioned purposes be transferred to the Band's bank account as required.

That the authority shall be given to two band members appointed by the Council to issue cheques against such funds.

That moneys received from the Province of Ontario under the Ontario General Welfare Assistance Act to subsidize relief paid from Band Funds shall be credited to the Band's bank account, and these funds used for the payment of welfare.

That an auditor shall be engaged to carry out an audit and that the auditor's report shall be posted in a conspicuous place on the Reserve for examination by Band members and further that a copy of that audit report shall be provided annually to the Department of Indian Affairs and Northern Development; the cost of the audit to be paid from Band funds.

That assistance will be given to members thereof who reside on the Reserve of the Band and who are eligible for such assistance, and will provide welfare to persons other than Band members who reside on the Reserve who are eligible for such assistance.

[Handwritten signatures and names]

(Councillor - conseiller) (Councillor - conseiller) (Councillor - conseiller)

(Councillor - conseiller) (Councillor - conseiller) (Councillor - conseiller)

(Councillor - conseiller) (Councillor - conseiller) (Councillor - conseiller)

(Councillor - conseiller) (Councillor - conseiller) (Councillor - conseiller)

FOR HEADQUARTERS USE ONLY - RÉSERVE AU BUREAU PRINCIPAL

1. PART A/CCT 2. CURRENT BALANCES - SOLDES COURANTS	3. Expenditures	4. Authority - Autorité	5. Source of Funds
COMPTÉ DE PRODUITS A. Capital	D. Revenue - Revenu	Disbursements	Indian Act 84c
\$	\$	\$	Source des Fonds
			Act. de la Loi sur les Indiens
6. Recommended - Recommandé			Capital - Revenu

Date _____ Assistant Deputy Minister - Sous-ministre adjoint

IA 138 112-701 7680-21-023-1682

[Circular stamp]

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Number (numéro)
165
File Reference (N° de réf. du dossier)

NOTE: This report covers the Band's Budget (Capital) in Revenue. It is to be used in all resolutions requesting expenditures from Band Funds.
NOTA: Les renseignements relatifs au budget (Capital) de la bande sont présentés dans toutes les résolutions portant sur des dépenses à faire aux fonds de la bande.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Chippewas of Nawash Band	Current Capital Balance Solde de capital	\$
AGENCY DISTRICT	Bruce	Committed - Engagé	\$
PROVINCE	Ontario	Current Revenue balance Solde de revenu	\$
PLACE NOM DE L'ENDROIT	Cape Croker Reserve	Committed - Engagé	\$
DATE DAY - JOUR	21st MONTH - MOIS	December YEAR - ANNÉE	81

DO HEREBY RESOLVE
DÉCIDE, PAR LES PRÉSENTS:

Motion No. 3

Moved by Bernard Keeshig, seconded by Howard Jones, Chippewas of Nawash Band Council hereby accept the written report and program outline submission in respect to Native Child Welfare Program on behalf of the Cape Croker Band. That Chippewas of Nawash Band Council hereby support and request that the Children's Aid Society organization make available the amount of \$31,100.00 to initiate the Native Child Welfare Program as outlined

Carried.

A quorum for this Band
Pour cette bande le quorum est

constituted
Réuni à

Council Members
Membres du Conseil

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code de compte de bande	2. COMPTES MATIÈRES SOLDES D'ORDONNATEUR	3. Expenditures Dépenses	4. Authority Autorité	5. Source of Funds Source des fonds
\$	\$	\$	Approved Approuvé	Revenue Revenu

3. Revenue total
Recommandable

Applying Officer
Approuvé par

LA 155 (4-75) 5510-21 037-0747

102565 0014201

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Catalogue et No. - Numéro conseil 79 Sur Référence - N° de ref. du dossier 29-1-37

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "Des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	DALLES	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	KENORA	Committed - Engagé	\$ _____
PROVINCE	Ontario	Current Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	KENORA	Committed - Engagé	\$ _____
DATE	3rd October AD 1981 DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

To request that our Band may be allowed to take over the Administration of the welfare under the General Welfare Assistance Act of Ontario.

We further state that we will accept the responsibility of issuing Welfare Assistance to non-Band members in need and living on our Reserve.

We wish to appoint Baptise Bigblood as our Welfare Administrator.

A quorum for this Band
Pour cette bande le quorum est

consists of 2
Council Members
Membres du Conseil

(Chief - Chef) _____
 (Councillor - conseiller) _____
 (Councillor - conseiller) _____
 (Councillor - conseiller) _____
 (Councillor - conseiller) _____
 (Councillor - conseiller) _____

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code du fonds de bande	2. CURRENT BALANCES - SOLDES D'ORDINAIREUR A Capital \$ _____	B Revenue - Revenu \$ _____	3. Expenditure Dépense \$ _____	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
10. Recommended - Recommandable	Approved - Approuvable			Date _____ Approving Officer - Approuve par _____	

1A 138 12-741 1828 2-023-4442

COPY OF THIS RESOLUTION PLACED
ON RESOLUTION BINDER.

BAND COUNCIL RESOLUTION

404/29-1

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.

COUNCIL OF THE <u>FORT SEVERN</u> BAND		FOR HEADQUARTERS USE ONLY
AGENCY <u>SILOX LOCKOUT</u>		
PROVINCE <u>ONTARIO</u>		
PLACE <u>FORT SEVERN</u>		
DATE <u>15</u> <u>FEB</u> AD 19 <u>73</u>	DAY MONTH YEAR	

DO HEREBY (RESOLVE): *That we the Fort Severn Band want to administer our own welfare*
That one person be trained to handle the responsibilities of a welfare administrator
That the Ministry of Community and Social Services train one person from our band to look after the responsibilities of a welfare administrator.

CERTIFIED TRUE COPY


ORIGINAL SIGNATURE

Edjete Henry
 (Chair)
[Signature]
 (Councillor)

(Councillor) (Councillor) (Councillor)
 (Councillor) (Councillor) (Councillor)
 (Councillor) (Councillor) (Councillor)
 (Councillor) (Councillor) (Councillor)

FOR HEADQUARTERS USE ONLY					
1. VOUCHER ACCT	3. CURRENT BALANCES		5. Expenditure	6. Authority (Initial Act No.)	7. Approved
	A. Capital	B. Revenue		<input type="checkbox"/> Capital <input type="checkbox"/> Reserve	
4. Recommended			Date		
Authorized Official			Assistant Deputy Minister		

IA 135 (3-86) 7930-21-023-4802



DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
INDIAN AFFAIRS BRANCH
BAND COUNCIL RESOLUTION

Chamberlain
H.Q. [unclear]

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.

COUNCIL OF THE _____ BAND _____	FOR HEADQUARTERS USE ONLY
AGENCY _____	
PROVINCE _____	
PLACE _____	
DATE _____ DAY _____ MONTH _____ AD 19 _____ YEAR _____	

DO HEREBY RESOLVE: _____

7. _____

8. _____

Certified true copy.

Norman Williams (Councillor)	Lily Williams (Councillor)	Clifford Williams (Councillor)
_____ (Councillor)	_____ (Councillor)	_____ (Councillor)
_____ (Councillor)	_____ (Councillor)	_____ (Councillor)
_____ (Councillor)	_____ (Councillor)	_____ (Councillor)

FOR HEADQUARTERS USE ONLY					
1. TRUST ACCT	2. CURRENT BALANCES		3. Expenditure	4. Authority Indian Act Sec.	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue			
6. Recommended			7. Approved APR 22/69 P. [unclear]		
Date _____ Authorized Officer _____			Date _____ Assistant Deputy Minister, Indian Affairs		

1A-133
(1-1-69)

02543

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTA: The funds from the Band Funds "Capital" or "Revenue", which ever is the case, must comply in all requirements regarding expenditures from Band Funds.
NOTA: Les fonds "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent satisfaire dans toutes les résolutions portant sur des dépenses à

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE <u>NICICKOUSEMENEKANING BAND</u>	Current Capital Balance Solde de capital \$ _____
AGENCY DISTRICT <u>PORT FRANCES</u>	Committed - Engagé \$ _____
PROVINCE <u>ONTARIO</u>	Current Revenue balance Solde de revenu \$ _____
PLACE <u>NOM DE L'ENDROIT RAINY LAKE I.R. 26A</u>	Committed - Engagé \$ _____
DATE <u>6</u> <u>FEBRUARY</u> <u>AD 19</u> <u>81</u> <small>DAY - JOUR MONTH MONTH YEAR - ANNÉE</small>	

DO HEREBY RESOLVE,
DECIDE, PAR LES PRÉSENTES:

* THAT THE NICICKOUSEMENEKANING BAND FULLY SUPPORTS THE CONCEPT OF THE NATIVE CHILD WELFARE PREVENTION PROJECT.

BE IT ALSO RESOLVED THAT THE NICICKOUSEMENEKANING BAND WORK IN CONJUNCTION WITH, FAMILY AND CHILDREN'S SERVICES OF THE DISTRICT OF RAINY RIVER, INCORPORATED AS THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF RAINY RIVER, TO IMPLEMENT SUCH A PROJECT.

BE IT ALSO RESOLVED THAT THE FOLLOWING BAND MEMBERS WERE SELECTED AS A COMMITTEE TO IMPLEMENT SUCH A PROJECT, FROM A BAND MEETING HELD ON JANUARY 30, 1981:

GAIL ALLEN
 LESLIE PERRAULT
 KEITH PERRAULT
 NAUCY JONES
 HWLEN MORRISON

A quorum for this Band.
Pour cette bande le quorum est

constituted of
il est de

Council Members
Membres du Conseil

[Signatures of Council Members]

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

Band Fund Code Code de fonds	1. COMPUTER BALANCES A. Capital	SOLDES D'ORDINATEUR II. Revenue Retain	3. Expenditure Dépense	4. Authority - Autorisation Infin. Act. Sec. Act. de la Loi sur Inf. Autens.	5. Source of Funds Source des fonds Revenu <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	\$ _____	\$ _____	\$ _____		
A. Recommended - Recommandé			Approved - Approuvé		
Recommending Officer - Recommandé par			Date		

Court File No. CV-09-00372025-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MARCIA BROWN and ~~ROBERT COMMANDA~~

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

AFFIDAVIT OF KENNETH DENIS RICHARD
(sworn April 21, 2017)

I, KENNETH DENIS RICHARD, of the City of Toronto, Province of Ontario, Social Worker and Adjunct Professor, **MAKE OATH AND DO SAY** and where I have received information from a third party, with the person so identified, I believe the information to be true:

1. I previously swore two affidavits in this matter, those dated March 23, 2009 and November 21 2016.
2. I attach an updated CV as Exhibit "A".
3. On March 29, 2017, Jeffery Wilson asked me to consider some further questions as set out in his letter to me, dated March 29, 2017. I attach his letter to me as Exhibit "B".
4. I answered his letter in my note of April 1, 2017. I attach my note as Exhibit "C", and adopt its contents.

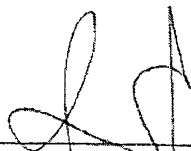
5. I make this affidavit in good faith and for no improper purpose.

SWORN BEFORE ME at
the City of Toronto
in the Province of Ontario
this 21st day of April 2017

)
)
)
)
)
)



KENNETH DENIS RICHARD



A COMMISSIONER, ETC.

Justice Bruneau

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF KENNETH DENIS RICHARD
SWORN BEFORE ME THIS 21ST DAY
OF APRIL 2017



A COMMISSIONER FOR TAKING AFFIDAVITS
JESSICA BRAUDE

KENNETH DENIS RICHARD

EDUCATION

- Master of Social Work, University of Manitoba, 1978
- Bachelor of Social Work (Honours), University of Manitoba, 1973

PROFESSIONAL EMPLOYMENT

Native Child and Family
Services of Toronto
30 College Street
Toronto, Ontario M5G 1K2

Executive Director

April 1988 - Present
Chief Executive Officer of Canada's First off
Reserve Native Child Welfare Authority.

The Municipality of Metro Toronto
Community Services Department
Policy and Planning Division
55 John Street, 9th Floor
Toronto, Ontario

Community Development Officer

April 1987 - April 1988
Social Planning, locality development, issue organizing
Liaison to community on policy, management,
funding, and service development.

Children's Aid Society of
Metropolitan Toronto
33 Charles Street East
Toronto, Ontario

Community Development Staff

September 1981 - September 1987
Duties similar to above with focus on child welfare
related community based service development.

Family Service Worker

1979 - 1981
Child protection/Abuse investigations.

Children's Aid Society of Winnipeg
114 Garry Street
Winnipeg, Manitoba

Intake Worker/Emergency after Hours

1973 - 1978 (Part-time)
Child protection/Abuse investigations.

The Knowles Centre
2005 Henderson Highway
Winnipeg, Manitoba

Team Leader/Social Worker

1975 - 1976
Residential treatment, staff supervision, case management
Focused on behavioural/developmental issues with
Aboriginal youth.

ACADEMIC APPOINTMENTS

University of Toronto
Faculty of Social Work
246 Bloor Street West
Toronto, Ontario M5S 1A1

Senior **Sessional Lecturer**, MSW/PhD. Program
"Cross Cultural Social Work Practice"
January 1992 - 2010
"Working with Communities and Organizations"
"Social Work with Aboriginal Peoples"
Sept. 2011-Present

Seneca College
Social Service Worker Program
1750 Finch Avenue East
North York, Ontario

Instructor, Diploma Program
"Community Studies"
April 1987 - April 1989
"Selected Social Issues"
January 1990 - April 1990

York University
School of Social Work
Fort Garry Campus
Winnipeg, Manitoba

Tutorial Leader, BSW Program
"Human Behaviour and the Social Environment"
September 1976 - May 1977

Trent University
Faculty of Native Studies
Peterborough, Ontario

Adjunct Professor, **Member**, PhD Program Advisory
Committee
1998-Present

RELATED ACADEMIC

- Developed and marketed training programs on cross cultural literacy and competence for human service professionals. Clients have included the Hincks, the Catholic Children's Aid Society of Toronto, J.D. Griffin Centre, York Family Services, Dellcrest Children's Centre, Children's Aid Society of Hamilton-Wentworth and others.
- Have provided numerous workshops and panel presentations on Native Child Welfare and community development at professional forums across Canada, the USA and internationally.
- Have been recognized and have appeared as an "expert witness" to Parliamentary committees, Child Welfare proceedings, and have acted in the same capacity for various initiatives of both the Federal and Provincial governments.

MEMBERSHIPS

Varied and Active Participation and Leadership in a number of settings including:

- Director, Save the Children Canada;
- Anti-Racism, Multi-Culturalism, and Native Issues Committee, Faculty of Social Work, University of Toronto;
- Director, Institute for the Prevention of Child Abuse (1995);
- Aboriginal Child and Family Services Association of Ontario (Founding President);
- Toronto Aboriginal Social Services Association (Past Chairperson);
- International Society for the Prevention of Child Abuse and Neglect (Chicago)
- Director, Defence of Children International (Geneva);
- Community Reference Group on Ethno-racial Access to Metropolitan Toronto Services (1996);
- Toronto Task Force on Access and Equity;
- National Advisory Group, Canadian Institute of Child Health;
- Opportunity Planning Provincial Task Group (Chair, 1993);
- Director, Toronto Child Abuse Centre (2001)
- Vice President, First Nations Child Caring Society (current)
- Director, Child Welfare League of Canada (current)
- Sub Committee on Indigenous Children, United Nations

PUBLICATIONS

- “Holism in Social Work: The Differential Impact of Professional Orientation on Practice Methodologies”, **M.S.W. Thesis**, 1978.
- “Native Culture and the Child and Family Services Act”, **O.A.P.S.W. Journal**, 1989.
- “Native Family Well-Being in Urban Settings: A Culture Based Service Model”, **Native Child and Family Services of Toronto**, 1990 (collective authorship).
- “Sexual Abuse on Toronto’s Native Community” **O.A.C.A.S. Journal**, summer, 1991.
- Book Review; “Without Reserve: Stories from Urban Natives”, Lydia Shorten, NuWest Press, Edmonton, 1992 in **O.A.P.S.W. Journal**, 1993.
- “The Urbanization of Native Canada”, **Perception**, Canadian Council on Social Development, Vol. 17, No.4, 1994. Also in “**Images: Canada through Literature**”, John Borovilos, Ginn Canada, 1996.
- “A Commentary Against Intercultural Adoption “ **First Nations Child and Family Review**, Vol.1, No. 1, 2004
- “Toronto Native Agency Makes Child Welfare History” **Journal of the Ontario Association of Social Workers**, Vol.31, No. 3, 2004
- “Remember the Children: Understanding the Overrepresentation of Aboriginal Children in the Child Welfare System”, Multiple Authors, **Assembly of First Nations**, 2011
- “The Other Side of the Door: Working with FNMI People in Child Welfare”, **Ontario Association of Children’s Aid Societies**, 2015

AWARDS

- Torch Bearer, Torch Relay, Toronto Pan Am/Parapan Am Games, 2015
- Diamond Jubilee Medal, Queen of England, 2012
Presented in recognition of community service in honor of the occasion of the Queen’s Anniversary.
- Aboriginal Affaires Award, City of Toronto, 2010
Presented in recognition of many years of community service
- Chief of Police Community Service Award, 1995
Presented in recognition of work done to further police/community relations.
- Salute to the City Award, Toronto Eaton Centre, 1997
Presented in recognition of contribution in making Toronto the best large North American city (Fortune Magazine) in which to live.
- Civic Award of Merit, 1997
This is the highest award bestowed by the City of Toronto and recognizes contributions to improving the quality of life in Toronto.
- Ruth Hindmarsh Atkinson Award, 1998
The largest of its kind in Canada, this award of \$50,000 was granted to Native Child And Family Services of Toronto in recognition of the “best practice” nature of the Prevention programs developed during my tenure as Executive Director.

OTHER RELATED

- Federal Security Screening Certificate Protected A, B, C.
- Have been engaged as a third party reviewer by the Auditor General of Canada Concerning Child Welfare Services in the Yukon and the north West Territories, and both the Province of Saskatchewan and Alberta in their internal reviews of their child welfare systems. All such reviews were high level and my specific expertise related to the efficacy of Aboriginal Services.

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF KENNETH DENIS RICHARD
SWORN BEFORE ME THIS 21ST DAY
OF APRIL 2017

A handwritten signature in black ink, appearing to read 'JB', is written over the text 'OF APRIL 2017'.

A COMMISSIONER FOR TAKING AFFIDAVITS
JESSICA BRAUDE



JEFFERY WILSON

Certified by the Law Society of Upper Canada
as a specialist in family law

jeffery@wilsonchristen.com
direct 416 956 5822

March 29, 2017

Kenn Richard
Executive Director
Native Child and Family Services of Toronto
30 College Street
Toronto, Ontario
M5G 1K2

Dear Mr. Richard:

**RE: Brown and Canada (Attorney General of Canada)
Our Matter No. 3127**

I am writing to respectfully seek out your further expert opinion as this case enters the damages inquiry.

We would ask you that you review your prior affidavits which we enclose.
I would ask you to draw upon your experience to consider a report that is responsive to the following questions:

1. How does the nature of the harm experienced by a survivor of loss of cultural identity compare with those survivors of the residential schools' experience who were *not* the subject of catastrophic physical or sexual abuse harm?
2. What distinction, if any, exists between the harm experienced by an adopted child and a long-term permanent crown ward with no access to his cultural identity by reason of the permanent crown ward/no access status?
3. Is this harm "permanent" in nature? Does it constitute a permanent loss? Are the survivors able to re-integrate and successfully secure a remedy for the harm?
4. Is there a preferred aboriginal approach for such remedy as may exist, if, in your opinion there is a remedy? If there is a preferred aboriginal approach, what does it involve? Over what length of time?

- 2 -

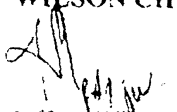
5. Can you give us an estimate of the number of survivors of the 60's Scoop for whom you have provided therapeutic services, and if so, can you estimate the percentage of those survivors who attended and completed post-secondary education?

If you are relying upon sources other than yourself drawn from your experience, please provide their names and publications, if any.

You may look to our offices for satisfaction of your reasonable account for services rendered.

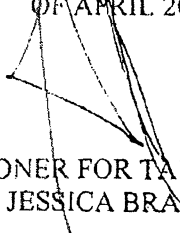
We are looking to receive this report before the end of April, 2017.

Yours sincerely
WILSON CHRISTEN LLP



Jeffery Wilson
JW/jld
Enclosures

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF KENNETH DENIS RICHARD
SWORN BEFORE ME THIS 21ST DAY
OF APRIL 2017



A COMMISSIONER FOR TAKING AFFIDAVITS
JESSICA BRAUDE

April 1, 2017

Dear Mr. Wilson,

I am answering your recent note of March 29th. As circumstances are taking me out of the country allow me to answer your questions with brevity and with, I hope, an option to elaborate further on my return. I will be returning toward the end of this month and can meet with you as required to assist the Court. My answers are in number form corresponding to your questions, as follows:

1. On the question of whether the harm experienced by a survivor of cultural identity loss compares with the harm experienced by residential schools survivors who were not abused.

Based on my experience the harm is similar but even more severe for children in foster care and adoption. Of course individual experience and resilience within each child is variable the fact is that fostered/adopted children most often were not allowed to return home at any time during their placements. This is very significant as their alienation was most profound, forcing them to be strangers in their own skin and strangers to their natural families and communities, if or when they ever came to return home. Indeed I have seen very few successful integration of families after the fact of long term care with no access.

2. On the question of distinction between the harm experienced by children in adoption placements and those in no access foster care.

Their identity issues, especially for adopted children, were made even more problematic for them as they were also expected to assimilate into the culture of the adopted family. This created even more confusion and anxiety for children, especially as they reached adolescence. Children in long term foster care were in a somewhat different situation but in the end forces played out such that both share the same set of issues. Neither had appropriate reference points for successful identity formation.

3. On the question of permanent harm and permanent loss and can they reintegrate and secure a remedy?

The harm and loss are permanent realities as they can never live, or be, as if they were never removed. The harm however can be ameliorated to some extent by therapeutic interventions that create clinical space for the child (now adult) to work through their issues with a skilled counselor. Whether this constitutes a remedy is up to each individual to say but in my view it's rare that those affected find total relief. Their quest for resolution seems life long and most often unresolved.

As to reintegration my experience tells me that this is difficult and mostly unsuccessful if the measure of success on becoming a fully participant member of a family and community. You cannot go back to a life you never had is a simple way to put this.

4. On a preferred Aboriginal approach.

There is a consensus among those who work with this population that culturally safe and supportive services, provided by Aboriginal practitioners, can be very beneficial. Using a combination of Western, in this case so called Narrative therapies, and Traditional approaches, ceremony, sweat lodge, talking and healing circles and the like, practitioners can help their clients establish a resolved identity that will serve them in the navigation of the world they find themselves in. This is mostly about helping people cope with long term trauma and for a lucky or resilient few it can lead to resolution. It's a long-term process with no quick fix.

5. On the question of number of survivors of the sixties scoop to whom we have provided services and the number who have graduated from a secondary school.

Our agency has been providing clinical support to Indigenous people in Toronto since the early nineties. Of the roughly 250 open cases in a given year I would state that the majority spent some time as children in substitute care, many in permanent adoption/foster care.

Our youth drop on Yonge St., in downtown Toronto, has catered to the needs of homeless and street involved youth for over twenty years. At one point in the late nineties I polled my staff on the number of youth attending who were adoption and foster care breakdowns, youth who had terminated their placements and were on the street. Remarkably and tragically I was told that 9 of 10 in our program at the time were survivors of the child welfare system.

Graduating from high school is elusive for Aboriginal people in general and for this particular population it's even more rare. Graduating from secondary schools is rarer still.

Respectfully Submitted

Kenn Richard, MSW

Court File No. CV-09-372025-CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MARCIA BROWN and ~~ROBERT COMMANDA~~

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

ACKNOWLEDGMENT OF EXPERT'S DUTY

1. My name is Kenneth Denis Richard. I live in the City of Toronto, Province of Ontario.
2. I have been engaged by or on behalf of the Plaintiff, Marcia Brown, to provide evidence in relation to the above-noted court proceeding.
3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:
 - (a) to provide opinion evidence that is fair, objective and non-partisan;
 - (b) to provide opinion evidence that is related only to matters that are within my area of expertise; and
 - (c) to provide such additional assistance as the court may reasonably require, to determine a matter in issue.
4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

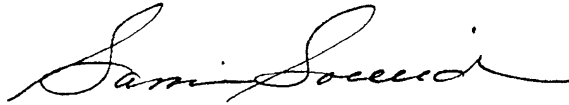
Date: April 21, 2017



Signature

NOTE: This form must be attached to any report signed by the expert and provided for the purposes of subrule 53.03(1) or (2) of the *Rules of Civil Procedure*.

THIS IS EXHIBIT "2" REFERRED TO IN THE
AFFIDAVIT OF KENN RICHARD
SWORN BEFORE ME THIS 20TH DAY
OF MARCH 2018

A handwritten signature in black ink, appearing to read "Samira Soueidan". The signature is fluid and cursive, with a large initial 'S'.

A COMMISSIONER FOR TAKING AFFIDAVITS

**Samira Soueidan, a Commissioner, etc.,
Province of Ontario, for Wilson Christen LLP,
Barristers and Solicitors.
Expires September 26, 2019.**

KENNETH DENIS RICHARD

EDUCATION

- Master of Social Work, University of Manitoba, 1978
- Bachelor of Social Work (Honours), University of Manitoba, 1973

PROFESSIONAL EMPLOYMENT

Native Child and Family
Services of Toronto
30 College Street
Toronto, Ontario M5G 1K2

Executive Director
April 1988 - Present
Chief Executive Officer of Canada's First off
Reserve Native Child Welfare Authority.

The Municipality of Metro Toronto
Community Services Department
Policy and Planning Division
55 John Street, 9th Floor
Toronto, Ontario

Community Development Officer
April 1987 - April 1988
Social Planning, locality development, issue organizing
Liaison to community on policy, management,
funding, and service development.

Children's Aid Society of
Metropolitan Toronto
33 Charles Street East
Toronto, Ontario

Community Development Staff
September 1981 - September 1987
Duties similar to above with focus on child welfare
related community based service development.

Children's Aid Society of Winnipeg
114 Garry Street
Winnipeg, Manitoba

Family Service Worker
1979 - 1981
Child protection/Abuse investigations.

The Knowles Centre
2005 Henderson Highway
Winnipeg, Manitoba

Intake Worker/Emergency after Hours
1973 - 1978 (Part-time)
Child protection/Abuse investigations.

Team Leader/Social Worker
1975 - 1976
Residential treatment, staff supervision, case management
Focused on behavioural/developmental issues with
Aboriginal youth.

ACADEMIC APPOINTMENTS

University of Toronto
Faculty of Social Work
246 Bloor Street West
Toronto, Ontario M5S 1A1

Senior **Sessional Lecturer**, MSW/PhD. Program
"Cross Cultural Social Work Practice"
January 1992 - 2010
"Working with Communities and Organizations"
"Social Work with Aboriginal Peoples"
Sept. 2011-Present

Seneca College
Social Service Worker Program
1750 Finch Avenue East
North York, Ontario

Instructor, Diploma Program
"Community Studies"
April 1987 - April 1989
"Selected Social Issues"
January 1990 - April 1990

York University
School of Social Work
Fort Garry Campus
Winnipeg, Manitoba

Tutorial Leader, BSW Program
"Human Behaviour and the Social Environment"
September 1976 - May 1977

Trent University
Faculty of Native Studies
Peterborough, Ontario

Adjunct Professor, **Member**, PhD Program Advisory
Committee
1998-Present

RELATED ACADEMIC

- Developed and marketed training programs on cross cultural literacy and competence for human service professionals. Clients have included the Hincks, the Catholic Children's Aid Society of Toronto, J.D. Griffin Centre, York Family Services, Dellcrest Children's Centre, Children's Aid Society of Hamilton-Wentworth and others.
- Have provided numerous workshops and panel presentations on Native Child Welfare and community development at professional forums across Canada, the USA and internationally.
- Have been recognized and have appeared as an "expert witness" to Parliamentary committees, Child Welfare proceedings, and have acted in the same capacity for various initiatives of both the Federal and Provincial governments.

MEMBERSHIPS

Varied and Active Participation and Leadership in a number of settings including:

- Director, Save the Children Canada;
- Anti-Racism, Multi-Culturalism, and Native Issues Committee, Faculty of Social Work, University of Toronto;
- Director, Institute for the Prevention of Child Abuse (1995);
- Aboriginal Child and Family Services Association of Ontario (Founding President);
- Toronto Aboriginal Social Services Association (Past Chairperson);
- International Society for the Prevention of Child Abuse and Neglect (Chicago)
- Director, Defence of Children International (Geneva);
- Community Reference Group on Ethno-racial Access to Metropolitan Toronto Services (1996);
- Toronto Task Force on Access and Equity;
- National Advisory Group, Canadian Institute of Child Health;
- Opportunity Planning Provincial Task Group (Chair, 1993);
- Director, Toronto Child Abuse Centre (2001)
- Vice President, First Nations Child Caring Society (current)
- Director, Child Welfare League of Canada (current)
- Sub Committee on Indigenous Children, United Nations

PUBLICATIONS

- “Holism in Social Work: The Differential Impact of Professional Orientation on Practice Methodologies”, **M.S.W. Thesis**, 1978.
- “Native Culture and the Child and Family Services Act”, **O.A.P.S.W. Journal**, 1989.
- “Native Family Well-Being in Urban Settings: A Culture Based Service Model”, **Native Child and Family Services of Toronto**, 1990 (collective authorship).
- “Sexual Abuse on Toronto’s Native Community” **O.A.C.A.S. Journal**, summer, 1991.
- Book Review; “Without Reserve: Stories from Urban Natives”, Lydia Shorten, NuWest Press, Edmonton, 1992 in **O.A.P.S.W. Journal**, 1993.
- “The Urbanization of Native Canada”, **Perception**, Canadian Council on Social Development, Vol. 17, No.4, 1994. Also in “**Images: Canada through Literature**”, John Borovilos, Ginn Canada, 1996.
- “A Commentary Against Intercultural Adoption “ **First Nations Child and Family Review**, Vol.1, No. 1, 2004
- “Toronto Native Agency Makes Child Welfare History” **Journal of the Ontario Association of Social Workers**, Vol.31, No. 3, 2004
- “Remember the Children: Understanding the Overrepresentation of Aboriginal Children in the Child Welfare System”, Multiple Authors, **Assembly of First Nations**, 2011
- “The Other Side of the Door: Working with FNMI People in Child Welfare”, **Ontario Association of Children’s Aid Societies**, 2015

AWARDS

- Torch Bearer, Torch Relay, Toronto Pan Am/Parapan Am Games, 2015
- Diamond Jubilee Medal, Queen of England, 2012
Presented in recognition of community service in honor of the occasion of the Queen’s Anniversary.
- Aboriginal Affaires Award, City of Toronto, 2010
Presented in recognition of many years of community service
- Chief of Police Community Service Award, 1995
Presented in recognition of work done to further police/community relations.
- Salute to the City Award, Toronto Eaton Centre, 1997
Presented in recognition of contribution in making Toronto the best large North American city (Fortune Magazine) in which to live.
- Civic Award of Merit, 1997
This is the highest award bestowed by the City of Toronto and recognizes contributions to improving the quality of life in Toronto.
- Ruth Hindmarsh Atkinson Award, 1998
The largest of its kind in Canada, this award of \$50,000 was granted to Native Child And Family Services of Toronto in recognition of the “best practice” nature of the Prevention programs developed during my tenure as Executive Director.

OTHER RELATED

- Federal Security Screening Certificate Protected A, B, C.
- Have been engaged as a third party reviewer by the Auditor General of Canada Concerning Child Welfare Services in the Yukon and the north West Territories, and both the Province of Saskatchewan and Alberta in their internal reviews of their child welfare systems. All such reviews were high level and my specific expertise related to the efficacy of Aboriginal Services.

*THIS IS EXHIBIT "115" REFERRED TO IN THE
AFFIDAVIT OF DAVID ROSENFELD
SWORN BEFORE ME, THIS 18TH DAY OF APRIL, 2018*



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
GARTH MYERS

Court File No. CV-09-00372025-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MARCIA BROWN and ~~ROBERT COMMANDA~~

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

AFFIDAVIT OF DR. RAVEN SINCLAIR

(sworn March 15, 2018)

I, DR. RAVEN SINCLAIR, Associate Professor (tenured), University of Regina Faculty of Social Work, Band Member, George Gordon First Nation, Treaty #4, Saskatchewan, **MAKE OATH AND DO SAY AS FOLLOWS:**

1. I am fully aware of the Sixties Scoop. I attach my curriculum vitae as Exhibit "1". It demonstrates my academic and research commitment to all aspects of this event marked, as it was, by the tragic ill-treatment of indigenous families and communities within Canadian society.
2. I am also a survivor of the Sixties Scoop.
3. I have read the Canada-wide settlement agreement of the Sixties Scoop class actions resulting from the carefully watched court case of *Brown v. Canada* and the February 14, 2017 decision of the Honourable Justice Belobaba of the Ontario Superior Court of Justice.
4. I have participated in many community discussions about the settlement in my professional and personal capacity.
5. I am unable to comment on the nature and amount of individual compensation for eligible class members, referred to in the current class action settlement. That is a matter which I believe to be within the expertise of the Courts.

6. I can comment on the Settlement's creation of a Foundation, and the defendant's contribution of, at least, \$50 million dollars to that Foundation. I make this comment on my understanding that no court of law, under Canadian class actions legislation, could order such relief if contested by a party.
7. The Foundation is an invaluable opportunity for Canada-at-large, and especially indigenous people, for healing and reconciliation and the kind of necessary investigation, study, funding, public awareness projects, commemoration and advocacy that may finally do justice to the harms arising from the Sixties Scoop by ensuring that those harms are not ever repeated.
8. I have inquired of, and met with, the Foundation's developing working committee, referred to in the settlement as the "Foundation Table", and co-chaired by Jeffery Wilson, a non-indigenous lawyer and Maggie Bluewaters, one of the indigenous representative Plaintiffs to a Sixties Scoop class action in Saskatchewan. I am both impressed and relieved by the Table's commitment to laying the groundwork for an active incorporated non-profit charitable foundation composed of an indigenous led Board of Directors and indigenous Executive Director. I am also impressed, and again relieved, by my observations of the Foundation Table's commitment to work with, involve, and listen to survivors of the Sixties Scoop and those, like myself, who have pursued professional careers dedicated to an understanding of this event in Canadian history.
9. The Foundation is an aspect of a court settlement arising from an historic event that I applaud because it is forward-looking in its impact. It may give life to the decision of the Honourable Judge in *Brown v Canada* by creating an opportunity for reconciliation and healing involving all affected by the displacement of indigenous children from their homes and their placement in non-indigenous homes. I have observed the commitment of the Foundation Table to a working Foundation that is responsive to *all* indigenous persons, even though they may not be class members, such as Métis, siblings or parents of survivors, as well as non-indigenous persons who were, and continue to also be affected by the Sixties Scoop, such as adopting parents or non-indigenous survivor siblings. I have observed the Table's commitment to creating the Foundation as a matter of urgency so that healing and reconciliation services are available while survivors are alive.
10. I, and some of my indigenous professional colleagues, see the Sixties Scoop - the fact of targeted disproportionate placement of indigenous children - as an ongoing practice such that the term "Sixties Scoop" more accurately refers to its first recognition, and is not actually an historical event. I know that view to be deeply held by the Foundation Table's co-chair, Jeffery Wilson. With what I have observed, I have no reason to doubt that the Foundation will pursue, in addition to reconciliation and healing, programs or projects so as to identify

the systemic problems that underlie the continuing problems of family and cultural displacement and loss.

11. The Settlement, by providing for a Foundation, with start-up capital of \$50 million dollars, is a long and overdue start to addressing the problems and providing help to all affected. Further, I cannot express how much it means to me and my colleagues to see a small family law firm, like *Wilson Christen LLP*, donate one million dollars to the Foundation. We have not seen such dedication in our previous dealings with the law, and it speaks volumes to us of care, compassion and commitment.

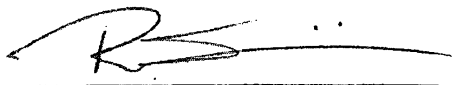
12. The Settlement also includes persons beyond the scope of *Brown v Canada*. I salute, with deep respect and admiration, the representative Plaintiff Marcia Brown (Martel) for enabling her case to be the catalyst for a Canada-wide resolution. With it becoming a Canada-wide resolution, the settlement achieves the following, in addition to the creation of the Foundation:

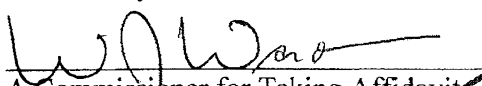
- (a) it expands the years for entitlement to 40 years from 20 years (1951-1991);
- (b) class members include crown wards and not simply adoptees;
- (c) class members may also include long term foster children;
- (d) class members include First Nations' persons off reserve, not only those on-reserve; and
- (e) class members do not have the burden to locate records to prove the fact of permanent wardship or adoption. That burden falls upon the governments, and there is an "exceptional circumstances" committee to ensure that a claimant for whom there are no records may receive compensation upon other proof of their long-term displacement

13. We have much work to do together to fulfil the opportunity this case has given to us. I will commit my professional resources and knowledge to the opportunity.

14. I make this affidavit in good faith and for no improper purpose.

SWORN BEFORE ME)
 at the City of Saskatoon,)
 in the Province of Saskatchewan,)
 this 15th day of March 2018.)


 DR. RAVEN SINCLAIR


 A Commissioner for Taking Affidavits
 Being a Solicitor in and for the Province
 of Saskatchewan



THIS IS EXHIBIT "1" REFERRED TO IN THE
AFFIDAVIT OF Dr. RAVEN SINCLAIR
SWORN BEFORE ME THIS 15TH DAY
OF MARCH 2018



A COMMISSIONER FOR TAKING AFFIDAVITS
BEING A SOLICITOR IN AND FOR THE
PROVINCE OF SASKATCHEWAN



111-116 Research Drive
 The Concourse, Innovation Place
 Saskatoon, SK S7N 3R3
 Phone: 306 664 7372 | Fax: 306 664 7131
 Mobile: 306 260 4073
raven.sinclair@uregina.ca
ravsins@sasktel.net

CURRICULUM VITAE - DR. RAVEN SINCLAIR

MEMBERSHIPS

- Band member** – George Gordon First Nation, Treaty #4, Saskatchewan
- Member** – College of Reviewers, Canadian Institutes of Health Research
- Executive Committee Member** - Waakebiness Bryce Institute of Indigenous Health Research (U of T) and Advisory Board member
- Chair** – University of Regina Research Ethics Board
- Member** – International Indigenous Speakers' Bureau
- Editorial Board Member** – Intersectionalities: A Global Journal of Social Work Analysis, Research, Polity, and Practice
- Member** - Canadian Association of Social Workers, Canadian Association for Social Work Education
- Commissioner** – Canadian Association for Social Work Education Commission on Accreditation
- Technical Advisor** – Sixties Scoop Healing Foundation

EDUCATION

- Doctor of Philosophy *Faculty of Social Work, University of Calgary (2007)*
 Dissertation research: "All My Relations ~ Native Transracial Adoption: A Critical Case Study of Cultural Identity."
- Master of Social Work *University of Toronto (1999)*
- Bachelor of Indian Social Work *Saskatchewan Indian Federated College, Saskatoon (1997)*
- Certificate of Indian Social Work *Saskatchewan Indian Federated College, Saskatoon (1997)*
- Bachelor of Arts, Psychology *University of Saskatchewan (1996)*
- Program of Legal Studies for Native People *University of Saskatchewan, College of Law (Summer 2010)*

PROFESSIONAL EMPLOYMENT

- Associate Professor (tenured) *University of Regina Faculty of Social Work (July 2009-present)*
- Assistant Professor *University of Regina Faculty of Social Work (July 2005-June 2009)*

EXPERIENCE *Assistant Director Indigenous Peoples' Health Research Centre (2006-2009)*
 50% tenure track faculty position; 50% Assistant Director of the Canadian Institute of Health Research/Network Environments for Aboriginal Health Research.

Community Research Facilitator Indigenous Peoples' Health Research Centre, Saskatoon (2003-5)
 Health research knowledge broker and liaison between Central Saskatchewan aboriginal communities/agencies/bands and the three university partners: University of Saskatchewan, University of Regina, and First Nations University of Canada

Acting Program Director (Assistant Professor) Master of Aboriginal Social Work Program, Saskatchewan Indian Federated College School of Indian Social Work (2000)
 Administration and coordination of the development of this proposed program, including the coordination of the MASW Advisory Board; overseeing the academic approval process;; drafting policies, curriculum, admission criteria, quarterly reports.

Adoption/Child Care Worker Saskatchewan Social Services, Saskatoon (1997-1998)
 With caseload of 60, prepared home studies on prospective adoptive applicants; facilitated information sessions, home visits, placements, preparation of legal file, file closure, and ongoing maintenance of special adoption files. Childcare Maintenance.

TEACHING EXPERIENCE *Associate Professor University of Regina Faculty of Social Work (2009-present)*
 Courses taught:

- Communication Skills in Social Work Practice
- Introduction to Social Work Research
- Introduction to Social Policy
- Social Work with Aboriginal Peoples
- Anti-Oppressive Social Work Practice
- Introduction to Social Work
- Counselling Skills in Social Work Practice
- Social Work Practice with Groups
- Counselling Skills with Individuals, Couples, Groups
- Practicum Practices II (4th year)

Graduate courses taught:

- Indigenous Research Methods (USask Education)
- Advanced Qualitative Research in Social Work
- Quantitative Research Methods in Social Work
- Issues in Indigenous Social Work
- Advanced Practice with Couples and Groups
- Critical Indigenous Analysis of Social Welfare Policy

Assistant Professor University of Regina Faculty of Social Work (2005-2009)
 Courses taught:

- Introduction to Social Work Research (taught online as well as face to face)
- Social Work Practice with Groups
- Communication Skills in Social Work Practice

Assistant Professor *Saskatchewan Indian Federated College (2001)*

Courses taught:

- SW 414 Children's Services
- SW 200 Introduction to Social Work
- SW 425 Groups
- SW 446 Practicum Practices I
- SW 447 Practicum Practices II

Sessional Lecturer *University of Regina (2005)*

SW 451 Introduction to Human Services Research.

Sessional Lecturer *Maskwacis Cultural College (2002)*

SWK 101, Introduction to Social Work; Curriculum design for SW 414, Social Policy.

Sessional Lecturer *University of Calgary, Access Division (2002)*

4 modules of Aboriginal Social Work in rural locations: Slave Lake, Blue Quills, Hobbema, Red Deer.

Instructor *Saskatchewan Indian Federated College (1998-1999)*

Summer sessions of SW 425 Social Work with Groups.

RESEARCH GRANTS	Year	Title	Principal Investigator	Award	Role	Funding Agency	Status
	2017	<i>Reconciling Perspectives and Building Public Memory: Learning from the Independent Assessment Process</i>	Dr. Cindy Hanson, University of Regina	\$268,213 (5 years)	Co-Applicant	SSHRC Insight Grant	Awarded, In progress
	2016	<i>A Genealogy of Indigenous Child Welfare in Canada: A Multi-faceted Examination of Events in the Removal of Indigenous Children, with a Concentration on Child Welfare Policy Shifts Between 1950 and 1985</i>		\$315,000/5 years	Principal Investigator	SSHRC Insight Grant	Awarded, In progress
	2015	<i>Kashotsera: Original Grandmother Time. Advancing Indigenous Approaches to Transforming the Impact of Child Welfare in the Lives of Indigenous Women</i>	Ellen Blais, National Aboriginal Council of Midwives	\$15,000	Co-applicant	Women's College Hospital Xchange	Awarded, In progress

- 2015 *First Peoples, Second Class Treatment: Examining the Role of Racism in the Health and Well-being of Indigenous Peoples*
Award: \$12,000
Investigator: Dr. Janet Smylie, St. Michael's College Hospital
Role: Collaborator
Funding Agency: CIHR
Status: Completed
- 2015 *Wise Funding Practices: Exploring Indigenous Funding Criteria*
Award: \$10,000
Investigator: Dr. Margaret Robinson, Women's College Hospital
Role: Collaborator
Funding Agency: CIHR
Status: Completed
- 2015 *60s Scoop/Indigenous Transracial Adoption Team Partnership Development and Planning*
Award: \$12,000
Role: Principal Investigator
Funding Agency: CIHR Development Grant
Status: Completed
- 2015,
2014,
2013 *Anonymous Member Survey*
Award: \$10,000
Principal Investigator: Dr. Raven Sinclair
Funding Agency: Saskatchewan First Nations Child & Family Institute
- 2013 *International Indigenous Social Work Book Collaboration*
Award: \$3,500
Principal Investigator: Dr. Raven Sinclair
Funding Agency: University of Regina Research Trust Fund
- 2011 *Aboriginal Youth Gangs and Alternative Care in Canada*
Award: \$10,000
Principal Investigator: Dr. Raven Sinclair
Funding agency: INAC/Office of the Federal Interlocutor
- 2011 *Outcome Evaluation – FSIN Tripartite Health MOU*
Award: \$28,000
Investigators: Dr. Raven Sinclair/S. Thomas-Prokop
Role: Co-Investigator
Funding agency: FSIN
- 2011-15 *Culturally Based Family Centered Mental Health Promotion for Aboriginal Youth*
Total Award: 3 million/5 years
Investigators: Kirmeyer, et al.
Role: Collaborator and Phase 2 Splatsin project lead.
Community Award: \$87,000/year
Funding agency: PHAC-Public Health Agency of Canada
- 2010-11 *Child and Community Health Research Development*
Career Support Award: \$30,000

	Principal Investigator: Dr. Raven Sinclair Funding agency: IPHRC/CIHR
2008-12	<i>Splatsin Child & Family Well-being Research Matrix</i> Award: \$20,000 Investigators: Dr. Sinclair, Dr. Vedan, D. Leon-Cook Role: Principal Investigator Funding agency: IPHRC/CIHR
2007-10	<i>Indigenous Peoples' Health Research Centre</i> Total Amount awarded: 1.8 million over 3 years. Principal Investigators: Drs. Hampton, Tait, and Bourassa Role: Co-Investigator Funding agency: CIHR – Network Environments for Aboriginal Health
2005-06	<i>Environmental Scan of First Nations Health Sector Labour</i> Award: \$40,250 Role: Co-Investigator Funding agency: FNIHB (Sask)
2005	<i>Aboriginal Approaches to Mentoring</i> Award: \$3,000 Role: Principal Investigator Funding agency: Community University Institute for Social Research
2004-05	<i>The Language of Diabetes in Three Cree Communities: Developing an Ethical Community Based Research Framework</i> Award: \$10,000 Role: Principle Investigator Funding Agency: IPHRC Partnership/Network Development Grant
2005	<i>SSHRC Call for Literature Reviews on Ethics of Research with Indigenous Peoples</i> Award: \$10,000 Role: Co-Applicant/Grant Writer Funding agency: SSHRC
2005	<i>ACADRE Ethics Project</i> Award: \$35,000 Role: Co-Applicant/Grant Writer Funding agency: ACADRE Grant IAPH

SCHOLARLY
AND CREATIVE
WORKS

BOOKS

Sinclair, R., Hart, M. and Bruyere, G. (Eds.). (2009). *Wichitowin: Aboriginal Social Work in Canada*. Winnipeg: Fernwood Press.

Kennedy-Bell, B., Sinclair, R., Baines, D., and Carniol, B., (Eds.). (2017). *Case Critical: Social Services and Social Justice in Canada*. Seventh Edition. Toronto: Between the Lines.

FORTHCOMING BOOKS

Sinclair, R., and Absolon, K. (Eds.). (2018). *Wicihitowin: Indigenous Social Work in Canada*. 2nd edition. Winnipeg: Fernwood Press. In Progress.

CHAPTERS

Sinclair, R. (2017). "Indigenous Transracial Adoption in Canada." In Ned, J.D. and Frost, C. (Eds.). (2017). *Contemporary Issues in Child Welfare: American Indian and Canadian Aboriginal Contexts*. Vernon: JCharlton Publishing.

Spencer, D. & Sinclair, R. (2017). Settler Colonialism, Biopolitics, and Indigenous Children in Canada. In Chen, X., Raby, R., and Albanese, P. (Eds.). *The Sociology of Childhood and Youth Studies in Canada: Categories, Inequalities, Engagement*. Toronto: Canadian Scholars Press. 22 pages.

Sinclair, R., and Carriere, J. (2015). "Towards Anti-Oppression in Indigenous Adoption." In *Walking this Path Together: Anti-Racist and Anti-Oppressive Child Welfare Practices*. 2nd Edition. Winnipeg: Fernwood Press.

Carriere, J. & Sinclair, R. (2008). "Considerations for Cultural Planning in Aboriginal Adoptions." In Carriere, J., Strega, S. (Eds.). (2008). *Walking this Path Together*. Winnipeg: Fernwood.

Sinclair, R. (2009). "Identity or Racism? Aboriginal Transracial Adoption." In Sinclair, R., Hart, M., & Bruyere, G. (Eds.). (2009). *Wicihitowin: Aboriginal Social Work in Canada*. Winnipeg: Fernwood Press.

MAGAZINE CONTRIBUTIONS

Sinclair, R. (2014). "The Language of Native Adoption." *Gazillion Voices: Land of Gazillion Adoptees Magazine*. February 2014.

Sinclair, R. (2014). "The Sixties Scoop Paradox." *Gazillion Voices: Land of Gazillion Adoptees Magazine*. April 2014.

Sinclair, R. (2014). "Racine v. Woods (1983): An Interactive Play in Four Acts". *Gazillion Voices: Land of Gazillion Adoptees Magazine*. June 2014.

Sinclair, R. (2014). "Telling our Stories." *Gazillion Voices: Land of Gazillion Adoptees Magazine*. November 2014.

FOREWORDS

Sinclair, R. (2018). "Foreword." In Cardinal, C. (2018). *Ohpikiihaakan-ohpihmeh (Raised somewhere else): A 60s Scoop Adoptee's story of Coming Home*. Halifax: Roseway Press. In Press.

Sinclair, R. (2012). "Foreword." In Bennett, B., Green, S., Gilbert, S. & Besserab, D. (eds.) (2012). *Our Voices: Aboriginal and Torres Strait Islander Social Work*. Brisbane: Palgrave MacMillan.

POETRY

Sinclair, R. (2011). A New Beginning. *First Peoples Child & Family Review*. Vol. 6(1). p. 9.

BOOK REVIEWS

Durst, D. & Sinclair, R. (2005). "'Enough to Keep Them Alive': Indian Social Welfare in Canada, 1873-1965" by Hugh E.Q. Shewell. *Canadian Social Work Review*, Vol. 22, No. 1(2005). 118-120.

PEER REVIEWED ARTICLES

- Sinclair, R. (2016). "The Indigenous Child Removal System in Canada: An examination of legal decision-making and racial bias". *First Peoples Child & Family Review*. Vol 11(2). 16 pages.
- Sinclair, R. & Grekul, J. (2012). "Aboriginal Youth in Canada, Alternative Care, and Gang Involvement: (De)constructing an Epidemic." *First Peoples Child & Family Review*, Vol. 7(1).
- Labonte, R., Sanders, D, Baum, F, Schaay, N., Packer, C., Laplante, D., Vega-Romero, R., Viswanatha, V., Barten, F., Hurley, C., Ali, H., Manolagos, H., Acosta-Ramirez, N., Pollard, J., Narayan, T., Mohamed, S., Peperkamp, L., Johns, J., Ouldzeidoune, N., Sinclair, R. and Pooyak., S. (2009). "Implementation, Effectiveness and Political Context of Comprehensive Primary Health Care: Preliminary Findings of a Global Literature Review." *Australian Journal of Primary Health*, Vol. 14(3). 58-67.
- Sinclair, R. & Albert, J. (2008). "Social Work and the Anti-Oppressive Stance: Does the Emperor Really Have New Clothes?" *Critical Social Work*, Vol. 9(1).
- Sinclair, R. (2007). "Identity Lost and Found: Lessons from the 60s' Scoop." *First Peoples' Child & Family Review*, Vol. 3(1). 65-82.
- Sinclair, R. (2004). "Aboriginal Social Work Education in Canada: Decolonizing Pedagogy for the Seventh Generation. *First Peoples' Child and Family Review*, Vol. 1(1). 49-61.
- Sinclair, R. (2003). "Indigenous Research in Social Work: The Challenge of Operationalizing Worldview." *Native Social Work Journal*, Vol. 5, November 2003. 117-139.

EDITORIAL CONTRIBUTIONS

- Sinclair, R. (2016). Editorial and Editor. Special Indigenous Child Welfare Issue. *First Peoples' Child & Family Review*. Vol. 11(2). First Nations Child & Family Caring Society of Canada. <http://journals.sfu.ca/fpcfr/index.php/FPCFR>
- Davis, L., Denis, J. & Sinclair, R. (2016). Editorial. Pathways to Settler Decolonisation. *Settler Colonial Studies*, Vol. 7(4). October 2016. 393-397. <https://www.tandfonline.com/doi/abs/10.1080/2201473X.2016.1243085>
- Sinclair, R. (2012). Editorial and Editor. Special Indigenous Theory edition. *Native Social Work Journal*. Vol. 8. https://zone.biblio.laurentian.ca/bitstream/10219/1979/1/NSWJournalV8_complete.pdf
- Sinclair, R. (2010). Editorial and Editor. Special Indigenous Issue. *Critical Social Work*, Vol. 11(1). Wilfred Laurier University. <http://www1.uwindsor.ca/criticalsocialwork/introduction-to-special-indigenous-edition>

NON-REFEREED CONTRIBUTIONS

- Sinclair, R. (2016). Indigenous Social Work in Canada: Decolonial pedagogy for future generations. In Hick, Steven. 2016. *Social Work in Canada*. Toronto: Pearson. 20-23.
- Sinclair, R. (2015). *Ethics and Social Work Practice Research*. ("In Their Own Words" special feature). Ives, N., Denov, M. & Sussman, T., (2015). *Introduction to Social Work in Canada: Histories, contexts, and practices*. Toronto: Oxford University Press. p. 75.
- Sinclair, R. (2015). The Sixties Scoop. ("In Their Own Words" special feature). In Ives, N., Denov, M., & Sussman, T. (2015). *Introduction to Social Work in Canada: Histories, contexts, and practices*.

Toronto: Oxford University Press. p. 215.

Sinclair, R. (2012). "The Paths We Walk." In *Honouring Indigenous Women: The Hearts of the Nations*. Ottawa: Indigenous Peoples' Solidarity Movement. p. 70-71.

Johnson, S. (2010). Review of Sinclair, R., Hart, M., & Bruyere, G. (2009). *Wichitowin: Aboriginal Social Work in Canada*. Vancouver: BC Studies, No. 167. Autumn 2010. Available at: <http://www.bcstudies.com/node/2514> <http://www.bcstudies.com/?q=book-reviews/wichitowin-aboriginal-social-work-canada>

Sinclair, R. (2007). "Participatory Action Research and Aboriginal Epistemology." *Journal of Teaching and Learning*, Vol. 4(2). 26-28.

FILMS

"Historic Homes of the Future". Feature film. Rosamund Owen (Director), Raven Sinclair (Executive Producer). Antiamnesiac Films. Toronto. Forthcoming, Spring 2018.

"There's a Truth to Be Told: The 60s Scoop in the Splitsin Community." Video Documentary. Sinclair, R. (Executive Director), Cook, D. (Director), Christian, W., Premiered October 17, 2016. Trailer available at: <https://www.youtube.com/watch?v=TNGB3NUviMI&feature=share>

EXPERT WITNESS TESTIMONIES

Adoption — 09201 2009 QCCA 1583 (CanLII) — 2009-08-21
<https://www.canlii.org/en/qc/qcca/doc/2009/2009qcca1583/2009qcca1583.html?searchUrlHash=AAAAAQAOUMF2ZW4gU2luY2xhaXIAAAAAAQ&resultIndex=2>

Adoption — 1212, 2012 QCCQ 2873
(CanLII): <https://www.canlii.org/en/qc/qccq/doc/2012/2012qcca2873/2012qccq2873.html>

J.G. and R.G. v. Awasis Agency of Northern Manitoba, L.L.B. and H.C., 2012 MBQB 102
(CanLII): <https://www.canlii.org/en/mb/mbqb/doc/2012/2012mbqb102/2012mbqb102.html>

W.B. and J.B. v. Durham Children's Aid Society (CFSA s.144), 2013 CFSRB 49 (CanLII):
<https://www.canlii.org/en/on/oncfsrb/doc/2013/2013cfsrb49/2013cfsrb49.html?autocompleteStr=W.B.&autocompletePos=1>

TECHNICAL REPORTS – CHILD WELFARE

"Assessment of the need for a Parental Capacity Assessment". Prepared for Henshel Barristers. February 2018. T.M. v West Region Child and Family Services, Manitoba Court of Queen's Bench File No. CP-0701-11154.

REPORTS

Sinclair, R. (2017). Report of the Meeting with the Minister's Special Representative. March 4, 2017. First Nations Family and Community Institute. Saskatoon.

Sinclair, R. (2013, 2014, 2015). Member Survey. Annual report on member satisfaction. First Nations Family and Community Institute. Saskatoon.

Sinclair, R. & Pooyak, S. (2007). *Aboriginal Mentoring in Saskatoon: A cultural perspective*. A publication from the Indigenous Peoples' Health Research Centre in collaboration with Big Brothers Big Sisters and the Community University Institute of Social Research. CUISR, 2007.

Anderson, M., Smylie, J., Anderson, I., Sinclair, R., and Crengle, S. (2006). First Nations, Métis, and

Inuit Health Indicators in Canada: A Background Paper for the project "Action Oriented Indicators of Health and Health Systems Development for Indigenous Peoples in Australia, Canada, and New Zealand". Available at www.iphrc.ca.

Smylie, J., Sinclair, R., Lafontaine, T., Anderson, M. (2006). Indigenous Peoples' Health Research Centre Environmental Scan of the First Nations' Health Sector Labour Force on Reserve in Saskatchewan. Final Report. June 19, 2006. IPHRC

Sinclair, R., Smith, R., & Stevenson, N. (2006). Miyo Mâhcihowin: A report on Aboriginal Health in Saskatchewan. IPHRC.

Laing, G., Ermine, W., Sinclair, R., Morin, C., Netmaker, J. (2005). The Language of Diabetes in Three Cree Communities: Developing an ethical, community-based research framework. Final Report. IPHRC.

Ermine, W., Sinclair, R., & Browne, M. (2005). *Kwayôsk Itôtamowin: Indigenous Research Ethics. Report of the IPHRC to the Institute of Aboriginal Peoples' Health and the Canadian Institutes of Health Research.* Available at www.iphrc.ca

Ermine, W., Sinclair, R., & Jeffery, B. (2004). *The Ethics of Research with Indigenous Peoples.* SSHRC funded report prepared for the Interagency Advisory Panel on Research Ethics. Available at www.iphrc.ca

Sinclair, R. (2000). *Residential Schools in the Battlefords Area: Colonial context, history, and impacts on Kanawayimik First Nations.* Unpublished report prepared for Kanawayimik First Nations Aboriginal Healing Foundation project

INTERVIEWS

Media Indigena. Episode 25. Sixties Scoop Survivors take Canada to court. Interview with Dr. Raven Sinclair. <http://www.mediaindigena.com/podcast>. Aired August 26, 2016.

SaskScapes – Episode 57 – "The Sixties Scoop" – Interview with Dr. Raven Sinclair. Aired September 5, 2015. <http://saskscapes.libsyn.com/saskscapes-episode-57-the-60s-scoop-with-dr-raven-sinclair>
 "Indigenous Adoptee Gathering 2014." Morning News. Global Saskatoon. Aired September 2, 2014. <http://globalnews.ca/video/1538722/indigenous-adoptee-gathering-2014>

"What is Lateral Violence?" University of Saskatchewan B.Ed EPSE 258-G77 Students, November 2013. <https://www.youtube.com/watch?v=y6KZAZqwt9c>

"Different Forms of Lateral Violence." University of Saskatchewan B.Ed EPSE 258-G77 Students, November 2013. <https://www.youtube.com/watch?v=7F8ANiRa1n0>

"The Socio-historical Context of Lateral Violence." University of Saskatchewan B.Ed EPSE 258-G77 Students, November 2013. <https://www.youtube.com/watch?v=Z3XGF-ezTdE>

"Lateral Violence Intervention Ideas." University of Saskatchewan B.Ed EPSE 258-G77 Students, November 2013. https://www.youtube.com/watch?v=s0pmWm_S-4I

"Lateral Violence Intervention Starts With Us." University of Saskatchewan B.Ed EPSE 258-G77 Students, November 2013. <https://www.youtube.com/watch?v=Mp1zEKqoJ-s>

PRESENTATIONS, KEYNOTES, &

Sinclair, R. "Reconciliation, Relationships, Relatedness". Invited Keynote Workshop. Marymount Rebuilding Connections Conference. November 20 & 21, 2017. Winnipeg, MB.

WORKSHOPS

- Sinclair, R. "Moving forward together in Child Welfare". Invited Keynote. Dnaagdawenmaag Binoojiiyag Child & Family Services Conference. November 23, 2017. Toronto, Ontario.
- Sinclair, R. "Child Welfare, Biopolitics, and Indigenous Children". 7th Annual Indigenizing Psychology Conference. Invited Keynote. Dalla Lana School of Public Health/Waakebiness Bryce Institute of Indigenous Health Research. October 19, 2017. Toronto, Ontario.
- Sinclair, R. "Moving Forward in Indigenous Child Welfare". Invited Keynote. Wi-chi-itewin Child & Family Services 30th Anniversary Celebration. August 30, 2017. Fort Frances, Ontario.
- Sinclair, R. "Truth-telling & Reconciliation in Child Welfare". Invited Keynote. Ontario Association of Native Child and Family Services Agencies. Sarnia, Ontario. April 28, 2016.
- Sinclair, R. "Journeys to Reconciliation". Invited Workshops. Trent University Elders' Gathering. Invited Speaker. Trent University. February 27, 2016.
- Sinclair, R. "The indigenous Child Welfare System and the Sixties Scoop." Invited Speaker. University of Victoria Faculty of Education. Victoria, BC. November 16, 2015.
- Sinclair, R. "An Evening with Dr. Sinclair." Documentary Premiere. Ryerson Studio for Media Activism. October 20, 2015. www.ryerson.ca/news/events/General.../20151020-raven-sinclair.html
- Sinclair, R. "Breath and Spirit: The Decolonial Option in Psychology." Canadian Psychological Association Convention 2015. Section Invited Speaker. May 2015.
- Sinclair, R. "Indigenized Psychology: Indigenous Healing." Invited Keynote. Indigenous Education Network 5th Annual Conference, Toronto, Ontario. May 2015.
- Sinclair, R. "Intergenerational Trauma and Remembering." All My Relations Network – United Church of Canada. Blackstrap. Invited speaker. November 2014.
- Sinclair, R. "Indigenous Knowledge as Decolonizing and Indigenous Mental Health Intervention." Invited Panel. Liberation Based Healing Conference. Invited Presenter and Panelist. Portland, Oregon: University of Portland. October 2014.
- Sinclair, R. "Journey of Remembering." Indigenous Adoptee Gathering. Invited Keynote. Ottawa. Invited Speaker. September 9, 2015
- Sinclair, R. "Decolonizing Indigenous Mental Health." Invited Keynote. Indigenous Education Network 4th Annual Indigenizing Psychology Conference. Yellowknife, NWT. May 2014.
- Sinclair, R. "Indigenous Accountability as a Framework for Lateral Violence Intervention." UBC School of Social Work – Social Work Week. Invited Keynote. March 2014.
- Various lectures and presentations on Indigenous Social Work history, development, evolution, as well as Cross Cultural Collaborations. Darwin & Canberra, Australia, 2013.
- Sinclair, R. "Cross Cultural Collaborations in Indigenous and Aboriginal Social Work." Invited Keynote Speaker, Oncology Association of Australia. Canberra, Australia, April 6, 2013.
- Sinclair, R. "FASD Right Now. Use of 'Presence' in Working in the Field of FASD." Invited Keynote. FASD Saskatchewan. Saskatoon, Sask. February 14, 2012.
- Sinclair, R. "The Ethics of Native Adoption." Invited Panel. Alliance for the Study of Adoption and Culture

conference, Claremont Colleges. California. March 23-27, 2012.

Sinclair, R. "The Problem of Racism in Aboriginal Transracial Adoption." Invited Plenary Speaker. Origins Canada Conference. Toronto. October 19&20, 2012.

Sinclair, R. "Workshop on the CIHR Guidelines for Health Research involving Aboriginal People". Invited workshop. University of Saskatchewan Research Ethics Office. Sponsored by NCEHR/CIHR. December 5, 2008.

Sinclair, R. "Journeying to Reconciliation". Keynote presentation. Remembering, Honoring our Past: The Second Sixties Scoop Gathering. November 9-11, 2008. River Cree Resort. Enoch, Alberta. Creating Hope Society of Alberta.

Sinclair, R. "The Fabric of Indigenous Research and Research Ethics: Weaving the Strands of Traditional and Contemporary Knowledge with Research". Invited presentation at the University of Victoria, Health and Social Development department, July 8, 2008.

Sinclair, R. "Aboriginal Child Welfare and the Lost Identity/Identity Conflict Paradigm". Invited presented at UBC Okanagan School of Social Work & Summer Institute in Graduate Studies. July 11, 2008.

Sinclair R. "Transracial Adoption of Indigenous Children into Non-Indigenous Homes" Prairie Child Welfare Consortium Conference, Regina, Sk. September 12-14, 2007.

Sinclair R. "Transracial Adoption of Indigenous Children into Non-Indigenous Homes: Contexts, Critiques, and Considerations." Accepted for presentation at Indigenous Voices in Social Work: Not lost in Translation conference, Makaha Resort, Hawaii, June 4-7, 2007.

Sinclair, R. "The Sixties Scoop". Invited keynote speaker at "Creating Hope for the Future: Children in Care in the 60s and 70s" Conference, Edmonton, AB, November 3-5, 2006.

Sinclair, R. "Towards the Ethical Space: The Influence of Indigenous Thought on Social Work Research." presented to the CASSW 2006 conference at the Congress of the Social Science and Humanities, Toronto, June 2006. Also accepted to present at the Canadian Association of Social Work conference in Halifax, June 2006. Refereed.

Sinclair, R. "Acts of Colonialism, Acts of Violence". Invited presentation to Saskatchewan Intercultural Association, Saskatoon, SK. March 2006.

Sinclair, R. "Acts of Colonialism, Acts of Violence." Invited presentation to the "Responding to the Needs of Children and Youth Who Have Experienced War and Violence" Conference, Saskatoon, September 2005.

Sinclair, R. "Two Spirited Issues". Invited Keynote Speaker. Avenue Community Centre for Gender Diversity, November 2005. Saskatoon, SK.

Sinclair, R. "Two Spirited Issues". Invited Panel Speaker. Prairie Region Health Promotion Summer School – Identity, Culture, and Power, 2005. University of Saskatchewan. August 15-18.

Sinclair, R. "Adult Native Transracial Adoptees: A Critical Case Study of Cultural Identity." CASSW 2005, King's College University, London, Ontario – May 29-June 1, 2005. Refereed.

National Aboriginal Health organization 2nd National Conference, Winnipeg, MB, November 6-10, 2004. Two refereed presentations:

- "Community-based Health Research by and for Aboriginal Women: Exploring Gender and Social Inclusion in Research Theory and Processes."
- "Community Based Research in Indigenous Contexts."

Sinclair, R. "The 60s Scoop: The Colonization of Cultural Identity." CASW National Social Work Conference, Saskatoon, SK. June 5-8, 2004. Refereed.

Sinclair, R. "Operationalizing Worldview: Indigenous Research Applications in Social Work" –CASSW Annual Conference, Winnipeg, MB, May 28-June1, 2004. Refereed.

Sinclair, R. "Operationalizing Worldview: Indigenous Knowledge as a Foundation for Social Science Research" – Indigenous Knowledge Symposium, University of Saskatchewan, May 2004. Invited presentation.

Sinclair, R. "Indigenous Research Applications in Social Work" – Presentation of research findings and final report – 1st Annual Native Social Work Conference, Laurentian University, January 22-25, 2003. Refereed.

Sinclair, R. "Aboriginal Spirituality as a Foundation for Social Work" – Social Work and Spiritual Diversity Conference, OISE, University of Toronto, May 2002. Refereed.

Sinclair, R. "Aboriginal Human Rights – the Post-colonial Context." Invited presentation for the Amnesty International Human Rights Youth College, Regina, Sask. June 6, 2001 & June 2003

Sinclair, R. "A Structural Approach to Aboriginal Mental Health and Well-being." Invited presentation for the Sask. Health Region, Wanuskewin Heritage Park, March 30, 2001.

Workshops: Accountability as Lateral Violence Intervention: Yellowknife Education District 1. August 2014/ Accountable Communication as Lateral Violence Intervention: Dakota Ojibway CFS Agencies. September 2013/ Cross Cultural Collaborations in Social Work: Okanagan CFS Agencies, March 2012/ Cross Cultural Communications: Regina Public Interest Research Group, September 2012/ Indigenous Social Work Issues: Kelowna Friendship Society, September 2011/ Indigenous Social Work Collaborations, BC Association of Social Workers, Kelowna, October 2009.

SERVICE AND COMMUNITY INVOLVEMENT

Technical Advisor, Sixties Scoop Healing Foundation Working Group 2018 –
College of Reviewers, Canadian Institutes of Health Research (CIHR). Member. 2017-2019.
Waakebiness-Bryce Institute for Indigenous Health Research, Dalla Lana School of Public Health, University of Toronto. Community Advisory Board Member (2015-2018)
University of Regina Research Ethics Board (2016-2019). Co-Chair (2017-2018)
Canadian Association for Social Work Education, Commission on Accreditation (2012-2018)
Canadian Association for Social Work Education, Board of Directors (2003-2010, 2013-2015)
CASWE Educational Policy Committee (May 2015-May 2017)
University of Regina Council Committee on Budget – Committee Member (2013-2015)
University of Regina Faculty Association – Executive Member (2011-2013)
CHEP Board Member (2015-2017)
Saskatchewan Association of Social Workers – Ethics Committee (2007-2009)
Canadian Association for Social Work Education, Board of Directors (2006-2010)

Indigenous Social Work Educators' Network – Chair (2003-2010)
 University of Saskatchewan Behavioural Research Ethics Board
 Saskatchewan Association of Social Workers – Saskatoon Branch Treasurer, Practice Ethics Committee
 First Nations Child & Family Caring Society – Member
 Saskatoon Core Youth Neighbourhood Co-op – Member
 AIDS Program of Southern Saskatchewan – Member
 Saskatoon Race Relations Committee, City of Saskatoon (2004)
 Avenue Community Centre for Gender Diversity – Chair (2004-2006)

AWARDS

2003/2004, 2004/2005 Alberta ACADRE (CIHR/IAPH) Graduate Fellowship for dissertation research in Indigenous health

2003 Oliver Brass Graduate Studies Award, FNUNIV

2002 Hilliard McNab Memorial Scholarship, FNUNIV

2002/2003 Faculty of Graduate Studies Scholarship, U of Calgary

2001/2002 Faculty of Graduate Studies Scholarship, U of Calgary

2001/2002/2003 Faculty of Social Work Scholarship, U of Calgary

1999 Chancellor Rose Wolfe Scholarship, U of Toronto

1998 University of Toronto Open Fellowship

1997 Valedictorian – Graduating Class, SIFC – October 1997

1997 Edgar Epp Undergraduate Award for GPA

1997 Dean's List, SIFC; General Proficiency Award, University of Regina

1996 Dean's List; General Proficiency Award, University of Regina

1996, 1997, 1999, 2002, 2003, 2008 Gordon First Nation Academic Achievement Award

FEDERAL COURT**PROPOSED CLASS PROCEEDING**

Between:

JESSICA RIDDLE, WENDY LEE WHITE
AND CATRIONA CHARLIE

Plaintiffs

- and -

HER MAJESTY THE QUEEN

Defendant

Brought pursuant to the *Federal Courts Rules*, SOR/98-106**AFFIDAVIT OF JESSICA RIDDLE**

I, Jessica Riddle, of the City of Yellowknife in the Territory of the Northwest Territories, AFFIRM THAT::

1. I am the applicant and proposed representative plaintiff in the within action, I am one of the proposed Class members in the proposed Settlement, and as such I have a personal knowledge of the matters and facts deposed to in this my affidavit except where stated to be on information and belief and whereso stated the source of my information is stated and I verily believe the same to be true.
2. I commenced the within claim and I am willing to participate as the representative plaintiff in the within action, either alone or with another representative plaintiff. I am a member of the proposed class in the within class action, having been taken away from my birth mother immediately after my birth by the Defendant and adopted out to a non-Aboriginal family.
3. Primarily, the lawyers within Merchant Law Group LLP (“**MLG**”) with whom I have communicated include: Tony Merchant, Steven Roxborough, and Anthony Tibbs.

Basis of Personal Claim

4. On or around September 26, 1983 I was taken away from my birth mother, immediately after my birth, by the Defendant.

5. I was adopted by a family in Hay River, who shortly after adopting me moved to Bridgewater, Nova Scotia which is where I grew up and lived until the age of 23.

6. I was adopted out to a non-Aboriginal family as part of the Adopt Indian Métis (AIM) program, or some other similar program which we know within the Indigenous community as Sixties Scoop and which used to be described within the Indigenous community as Lost Boys.

7. I have now moved back to Yellowknife and am trying to reintegrate into my birth family's community. As a result of being away for most of my life, and at very influential ages, I have lost touch with my relatives, I have lost touch with my community, and reintegration has been challenging for me.

8. I do not speak my native language, and I lack much of the cultural knowledge that I would have gained had I grown up in the community with my family.

9. I feel lost between two worlds. I see no way for me to regain the cultural identity that was ripped away from me by the Defendant.

10. While I would like to reintegrate, my attempts so far have been unsuccessful. I find it difficult to build and maintain personal relationships.

11. As a result of the Defendant's actions I have suffered mental trauma, psychological harm, cultural and identity loss, loss of enjoyment of life and this has led to a lack of personal self-worth.

The Class Action

12. I commenced this action for damages arising from the practice of the Defendant to re-home Indigenous children such as myself to non-indigenous foster and adoptive homes.

Settlement Approval

13. I have had the benefit of reading the Affidavit of Maggie Blue Waters in draft. I am informed by Tony Merchant and do verily believe, that the sworn affidavit is not significantly different from the draft that I examined.

14. I have had the benefit of reading the Affidavits of Kenneth Denis Richard, sworn March 20, 2018, and March 23, 2009, which are attached hereto and marked as Exhibit "A" to this my affidavit.

15. I attended in Ottawa where Dr. Caroline Bennet announced this settlement. I attended a meeting with Dr. Bennet the night before the announcement as well as meeting twice, with Tony Merchant.

16. I had been informed of the nature of the Settlement negotiations before traveling to Ottawa and I spent time with Tony Merchant and other proposed representative plaintiffs represented by MLG before the announcement and the morning prior to the announcement, and we together discussed the Settlement further.

17. I agree with the views expressed by both Kenneth Denis Richard and Maggie Blue Waters. In particular I agree with Maggie Blue Waters in supporting the Settlement. I will not repeat the facts that she presented. I join with her in support of the settlement. I support the fee request of the lawyers.


18. In agreeing with the views expressed by Maggie Blue Waters, I seek to stress one issue that is important to me.

19. Delay, beginning again, would be profoundly destructive for Sixties Scoop Survivors, Indigenous people, and the broader Canadian society.

20. I live in an area that is significantly Indigenous. Learning to live together in harmony, and this settlement is part of moving Canadians in that direction, is what is really important and delay would be crucially destructive.

21. The very timing of the Affidavits nine years apart is notable. Although this action was not launched in 2009, I am informed by the MLG lawyers and do verily believe that the actions undertaken by them in the prairie provinces were launched in 2009 and the possibility that this settlement would be refused and Sixties Scoop Survivors endure further lengthy court battles is a burden that I cannot describe in words.

22. I agree particularly with Kenneth Denis Richard in paragraph 9 with his view that money is less important than the opportunity in a settlement for recognition and respect for the harm experienced. I take this as an apology from the Canadian government and I expect there will be a formal apology.

AFFIRMED BEFORE ME at
Yellowknife, Northwest Territories
16 day of April, 2018

Commissioner for Taking Affidavits



JESSICA RIDDLE

Z:\Adopt Indian Motis\Federal Court\Carriage\MLG Carriage Materials\Affidavit of JRiddle March 2018.wpd

Judith Anne Murdock
Notary Public in & for
the Northwest Territories
My commission expires Feb 11 2021

Court File No. CV-09-00372025-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MARCIA BROWN and ~~ROBERT COMMANDA~~

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

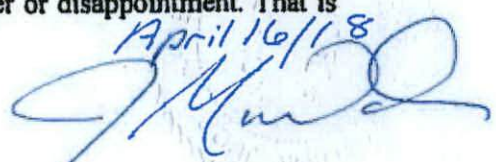
AFFIDAVIT OF KENNETH DENIS RICHARD
(sworn March 20, 2018)

I, **KENNETH DENIS RICHARD**, of the City of Toronto, Province of Ontario, Social Worker and Adjunct Professor, MAKE OATH AND DO SAY and where I have received information from a third party, with the person so identified, I believe the information to be true:

1. I have filed three prior affidavits in this proceeding, collectively attached as Exhibit "1". My evidence was accepted as "expert" testimony. For ease of reference, my curriculum vitae is attached as Exhibit "2", and I continue to be the Executive Director of Native Child and Family Services of Toronto.
2. For the purposes of my observations herein, I rely upon my work that brings me into daily professional contact with survivors of the Sixties Scoop. I also rely upon the professional consultations I provide to other professionals concerning the methods of healing and reconciliation with survivors of the Sixties Scoop.
3. Not unexpectedly, any settlement of a matter so emotionally-laden and often repressed for decades, not simply years, will result in the expression of anger or disappointment. That is part of the process of healing that must occur.

*Exhibit
A*

Judith Anne Murdock
Notary Public in & for
the Northwest Territories.
My commission expires

April 16/18


Feb 11, 2021

4. I am therefore moved by the fact that this Settlement includes the creation of a Foundation with initial funding of \$50 million dollars. That aspect of the Settlement is, in and of itself, uniquely responsive to the needs for systemic monitoring, as part of the process of reconciliation, to ensure that what happened in the past, purportedly in the “best interests of the child” will not easily repeat itself.
5. One of the difficulties with the *Brown v Canada* case was its limitations to that of Ontario, and to a defined class of Indians within Ontario. At our Agency, we necessarily respond to survivors of the Sixties Scoop and their children without such distinctions because an Indian “on” or “off reserve” endured the same harm. This Settlement recognizes that. It also goes further to recognize that the harm of the displacement of cultural identity was experienced not only by indigenous children who were adopted, but also by those placed as permanent wards. Furthermore, the settlement is sensitive to the nuance in child welfare law that some indigenous children, who were neither adopted nor made crown or permanent wards, still experienced long-term placement in non-indigenous homes, thereby suffering the same harm. There is an “exceptional circumstances” provision within the settlement that answers these persons’ needs. This is important and is consistent with who we service at Native Child and Family Services as persons who are survivors of the Sixties Scoop.
6. I recognize that the individual compensation does not include Métis, although Métis are included to be part of the Foundation’s work of providing healing and reconciliation services and programs and projects. As a professional, who is also a Métis, I understand the difficulty in including Métis in the individual compensation scheme since there were no records during the time identified as the “class period” to identify those displaced children who were Métis.
7. Speaking of “records”, I am relieved with the Settlement’s provision that the burden to obtain records is not upon the Class Member; rather, it is upon the governments. I am relieved because our experience with survivors is that they cannot easily, if ever, get their records from provincial governments or Children’s Aid Societies.

8. One complaint that is repeated again and again is that of the unfairness of the lawyers in respect of the residential schools settlement, insofar as lawyers charged their clients with fees for obtaining compensation. This Settlement answers that source of complaint by providing no-charge legal services for claimants and a simple application requiring no assessment process, as occurred in the residential schools settlement.
9. I am not able to offer any opinion on the amount of individual compensation as that is for those of the law. I do offer the observation that from our work, many survivors view the money as less important than the opportunity in a settlement for recognition and respect for the harm experienced, and the legitimate expectation of an apology from the Canadian government. Having made that comment, I have also observed from my work that, without a doubt, trauma was experienced by many survivors of the 60's Scoop. That trauma compromised their capacity to fully function within society and, for many, limited their ability to participate in a competitive market economy. Our work tells us that a disproportionate number of survivors are people who are poor by any objective measure. Poor people need money. For many survivors, the money they receive as compensation will greatly help them, and is, for them, a sense of personal justice. I do not want to be seen as minimizing the importance of the individual compensation in a settlement of the 60's Scoop.
10. To that end, and given the age of so many of the survivors, I commend the Settlement's authors, insofar as the process of compensation appears to be created to provide distribution of funds on a timely basis, while many survivors remain alive, and I know the Foundation is already at work, meeting with different indigenous survivors networks across the country.
11. I observe that the Ontario case involved a series of information gatherings at Native Child and Family Services, and that:
 - (a) Marcia Martel and her counsel were actively involved in consultation with our agency and, to my knowledge, almost every other indigenous and non-indigenous child welfare helping agency, during the tenure of their long hard-fought court case with the Canadian government,

- (b) Their case was not one launched or managed by any agency or agencies or Chief or Bands.
- (c) Their case was one in which the survivors themselves were the representative Plaintiff's constituents and those constituents were kept fully apprised, as was I and our Agency, during the entire history of the case, which goes back to 2009, and before.

12. I have worked with the Plaintiff's lead counsel, Jeffery Wilson, in other cases, and I observed the same commitment and endless hours that are required to ensure the open participation of hurt survivors in a process in respect of which the class members may understandably have little trust or respect. I witnessed first-hand the development of a coalition of informed survivors in conjunction with the long history of the case before the Courts, and I attribute this to the efforts of the representative Plaintiff and her lead counsel, a child protection and family lawyer.

13. I make this affidavit in good faith and for no improper purpose.

SWORN BEFORE ME at
the City of Toronto, in the
Province of Ontario this
20th day of March 2018

)
)
)
)
)
)
)



KENNETH DENIS RICHARD



A COMMISSIONER, ETC.

Samira Soueldan, a Commissioner, etc.,
Province of Ontario, for Wilson Christen LLP,
Barristers and Solicitors.
Expires September 26, 2019.

THIS IS EXHIBIT "1" REFERRED TO IN THE
AFFIDAVIT OF KENN RICHARD
SWORN BEFORE ME THIS 20TH DAY
OF MARCH 2018

A handwritten signature in black ink, appearing to read "Samira Soueidan". The signature is fluid and cursive, with a large initial 'S'.

A COMMISSIONER FOR TAKING AFFIDAVITS

Samira Soueidan, a Commissioner, etc.,
Province of Ontario, for Wilson Christen LLP,
Barristers and Solicitors.
Expires September 26, 2019.

Court File No. CV-09-00372025-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MARCIA BROWN and ROBERT COMMANDA

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

AFFIDAVIT OF KENNETH DENIS RICHARD
(sworn March 23, 2009)

I, **KENNETH DENIS RICHARD**, of the City of Toronto, Province of Ontario, social worker and Adjunct Professor, **MAKE OATH AND SAY:**

1. I am the Executive Director of the Native Child and Family Service of Toronto¹. I have worked in the field of child welfare or child protection services for Indian or native children for 36 years. I am also the author of the article entitled "On the Matter of Cross-Cultural Adoptions" published as Chapter 9 to: I. Brown, D. Fuchs, L. Lafrance, S. McKay & S. Thomas Prokop (Eds.) "*Putting a human face on child welfare: Voices from the Prairies*" (Prairie Child Welfare Consortium www.uregina.ca/spr/prairiechild/index.html/ Centre of Excellence for Child Welfare www.cccw-cepb.ca). As a result, I have knowledge of the matters to which I depose. My statement of qualifications is copied at Exhibit "A".

¹ Native Child and Family Services of Toronto is a mandated Part X *Child and Family Services Act*, R.S.O. 1990, c. C-11 child and family service authority with full child welfare/protection services to native and Indian children in Toronto.

2. Known to child welfare practitioners and to the Indian or native communities throughout Ontario is the term "Sixties' Scoop". This is a term that refers to the remarkably large number of Indian or native children that local child welfare authorities removed from their families, extended families and communities in the period of time referred to herein, and then placed them in an environment where they lost contact with their identity as Indian or native persons.

3. In our work at Native Child and Family Service of Toronto, I know first hand the experiences of the surviving children of the "Sixties Scoop". Typically, we met them (and we are still meeting them) anywhere from their adolescent years to adulthood and we work with them in counselling or therapy. We are providing necessary counselling or therapy because, when they found themselves confronting the fact of their Indian or native culture, they then experienced quite an alarming degree of frustration and anger with feelings of distance or non-belonging from both their indigenous family and their adoptive or permanent placement non-Indian or non-native family, and entered into a crisis over their identity.

4. In my experience, it does not matter how "attached" or "bonded" were the children to their non-native and non-Indian homes, or even how benign an environment it may have been provided that wherever they were placed, they lost touch or connection with their particular indigenous Indian or native culture, customs, traditions, language and spirituality. This is a common effect of the "Sixties Scoop". It presents problems independent of whatever particular level of care and comfort, or lack of care and comfort the Indian or native person experienced as a child.

5. The re-claiming of their identity as an Indian or native person becomes fundamental to our therapeutic work with these survivors and their capacity to achieve a sufficient sense of self-esteem in order to cope within society and make a constructive contribution to the community and live a good and non-combative life, in the sense of coming to terms with themselves and others whom they trusted.

6. The process of re-claiming of identity takes much therapeutic or counselling work with the help of a trained and culturally sensitive therapist and over a period of time.

7. The Indian and native communities are well aware of the fact and nature of the "Sixties Scoop". Bands, Chiefs and agencies similar to Native Child and Family Services of Toronto throughout Ontario have identified the problem. With the help of the Chiefs, we have also begun the process of identifying the number involved. In this respect, I am not referring to children who were placed in residential schools where different forms of abuse may have occurred. I am referring to Indian or native children in Ontario who ended up in permanent non-native or non-Indian foster homes or adoptive homes by reason of events in the late 50's culminating with the Canada-Ontario Welfare Services Agreement of 1965, and continuing until 1985. The calculation of the number involved is not especially complicated because there ought to be data available through DIAND, and can probably also be provided through the work of the Band social services throughout Ontario.

8. Furthermore, by disseminating the fact of the *Brown and Commanda v. Canada* case to Indian or native child and family services resources throughout Ontario, a listing of which is attached as Exhibit "B", and with the additional help of the administrative assistance of the Chiefs of the Indian Bands in Ontario, I am confident that those persons affected as children will know of the law suit and come forward to be identified as members of the Class of persons.

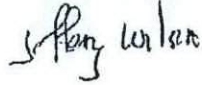
9. The "Sixties Scoop" refers to a time in our history where the effect of child welfare programs, practices or policies was the loss of our children through what appeared to be an attempt to assimilate our children into mainstream culture, and for many of us constituted a betrayal of the uniqueness of aboriginals in Canadian society and Canada's recognition of that status. What I witnessed in my work was done without consultation with the Bands. Thus, I endorse the claims of Marcia Brown and Robert Commanda and observe that they are quite representative of the experience of thousands of Indian or native children in Ontario.

10. The *Child and Family Services Act, 1984* was amending legislation that provided for a massive overhaul of child welfare law in Ontario as it related to the status of the Indian or native family, extended family and community. As I experienced and as I witnessed, it was primarily the work of those in the child welfare and children's rights fields that helped to stem the

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF KENNETH DENIS RICHARD
SWORN BEFORE ME, THIS 23RD DAY
OF MARCH 2009



A COMMISSIONER FOR TAKING AFFIDAVITS



KENNETH DENIS RICHARD

EDUCATION

- Master of Social Work, University of Manitoba, 1978
- Bachelor of Social Work (Honours), University of Manitoba, 1973

PROFESSIONAL EMPLOYMENT

Native Child and Family
Services of Toronto
30 College Street
Toronto, Ontario M5G 1K2

Executive Director
April 1988 - Present
Chief Executive Officer of Canada's First off
Reserve Native Child Welfare Authority.

The Municipality of Metro Toronto
Community Services Department
Policy and Planning Division
55 John Street, 9th Floor
Toronto, Ontario

Community Development Officer
April 1987 - April 1988
Social Planning, locality development, issue organizing
Liaison to community on policy, management,
funding, and service development.

Children's Aid Society of
Metropolitan Toronto
33 Charles Street East
Toronto, Ontario

Community Development Staff
September 1981 - September 1987
Duties similar to above with focus on child welfare
related community based service development.

Children's Aid Society of Winnipeg
114 Garry Street
Winnipeg, Manitoba

Family Service Worker
1979 - 1981
Child protection/Abuse investigations.

The Knowles Centre
2005 Henderson Highway
Winnipeg, Manitoba

Intake Worker/Emergency After Hours
1977 - 1978 (Part-time)
Child protection/Abuse investigations.

Probation Services
"Compass Program"
172 Doncaster Street
Winnipeg, Manitoba

Team Leader/Social Worker
1975 - 1976
Residential treatment, staff supervision, case management
focused on behavioural/developmental issues with
Aboriginal youth.

Life Skills Instructor
1972 (Summer)
Life skill training to Aboriginal young offenders.

ACADEMIC APPOINTMENTS

University of Toronto
 Faculty of Social Work
 246 Bloor Street West
 Toronto, Ontario M5S 1A1

Lecturer, MSW/PhD. Program
 "Cross Cultural Social Work Practice"
 January 1992 - Present

Seneca College
 Social Service Worker Program
 1750 Finch Avenue East
 North York, Ontario

Instructor, Diploma Program
 "Community Studies"
 April 1987 - April 1989
 "Selected Social Issues"
 January 1990 - April 1990

York University
 School of Social Work
 Fort Garry Campus
 Winnipeg, Manitoba

Tutorial Leader, BSW Program
 "Human Behaviour and the Social Environment"
 September 1976 - May 1977

RELATED ACADEMIC

- Developed and marketed a training program on cross cultural literacy and competence for human service professionals. Clients have included the Hincks, the Catholic Children's Aid Society of Toronto, J.D. Griffin Centre, York Family Services, Dellcrest Children's Centre, Children's Aid Society of Hamilton-Wentworth and others.
- Trainer, "Inter-cultural Competence" Child Abuse Studies, Atkinson College, Continuing Education Division, York University.
- Have provided numerous workshops and panel presentations on Native Child Welfare and community development at professional forums across Canada, the USA and internationally.
- Have appeared as an "expert" witness to Parliamentary committees, inquests, and have acted in the same capacity for various initiatives of both the Federal and Provincial governments.

MEMBERSHIPS

- Anti-Racism, Multi-Culturalism, and Native Issues Committee, Faculty of Social Work, University of Toronto;
- Director, Institute for the Prevention of Child Abuse (1995);
- Aboriginal Child and Family Services Association of Ontario (Founding President);
- Toronto Aboriginal Social Services Association (Past Chairperson);
- International Society for the Prevention of Child Abuse and Neglect (Chicago)
- Director, Defence of Children International (Geneva);
- Community Reference Group on Ethno-racial Access to Metropolitan Toronto Services (1996);
- Toronto Task Force on Access and Equity;
- National Advisory Group, Canadian Institute of Child Health;
- Opportunity Planning Provincial Task Group (Chair, 1993);
- Director, Toronto Child Abuse Centre (2001)

- Director, First Nations Child Caring Society (Ottawa)


PUBLICATIONS

- "Holism in Social Work: The Differential Impact of Professional Orientation on Practice Methodologies", **M.S.W. Thesis**, 1978.
- "Native Culture and the Child and Family Services Act", **O.A.P.S.W. Journal**, 1989.
- "Native Family Well-Being in Urban Settings: A Culture Based Service Model", **Native Child and Family Services of Toronto**, 1990 (collective authorship).
- "Sexual Abuse on Toronto's Native Community" **O.A.C.A.S. Journal**, Summer, 1991.
- Book Review; "Without Reserve: Stories from Urban Natives", Lydia Shorten, NuWest Press, Edmonton, 1992 in **O.A.P.S.W. Journal**, 1993.
- "The Urbanization of Native Canada", **Perception**, Canadian Council on Social Development, Vol. 17, No.4, 1994. Also in **"Images: Canada Through Literature"**, John Borovilos, Ginn Canada, 1996.
- "A Case Against Intercultural Adoption" **First Nations Child and Family Review**, Vol.1, No. 1, 2004
- "Toronto Native Agency Makes Child Welfare History" **Journal of the Ontario Association of Social Workers**, Vol.31, No. 3

AWARDS

- Chief of Police Community Service Award, 1995
Presented in recognition of work done to further police/community relations.
- Nominee, The Heart of Social Work Award, National Council on Social Work Education (USA/Canada), 1996 and 1997
Nominated for work in furthering the education of Native students in the field of Social Work
- Salute to the City Award, Toronto Eaton Centre, 1997
Presented in recognition of contribution in making Toronto the best large North American city (Fortune Magazine) in which to live.
- Civic Award of Merit, 1997
This is the highest award bestowed by the City of Toronto and recognizes contributions to improving the quality of life in Toronto.
- Ruth Hindmarsh Atkinson Award, 1998
The largest of its kind in Canada, this award of \$50,000 was granted to Native Child and Family Services of Toronto in recognition of the "best practice" nature of the prevention programs developed during my tenure as Executive Director.

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF KENNETH DENIS RICHARD
SWORN BEFORE ME THIS 23RD DAY
OF MARCH 2009



A COMMISSIONER FOR TAKING AFFIDAVITS

Jeffrey Wilson

Mandated Native Societies

- Dilico Ojibwe Child and Family Services (Thunder Bay)
- Native Child and Family Services of Toronto
- Payukotayno James and Hudson Bay Family Services (Moosonee)
- Weechi-Te-Win Family Services (Fort Frances)
- Anishinaabe Abinooji Family Services (Kenora)

Agencies Developing toward Society Status

- Kina Gbezhgomi Child and Family Services (Wiwemikong)
- Kunuwamimano Child and Family Services (Timmings)
- Nag-Da-Win-Da-Min Family and Community Services (Sault Saint Marie)
- Six Nations of the Grand River (Brantford)
- London District Chiefs.
- Akwesasne Child and Family Services